

**IN THE OF AN APPLICATION TO THE VICTORIAN GAMBLING AND CASINO
CONTROL COMMISSION BY PJ COOK INVESTMENTS PTY LTD FOR THE
INSTALLATION OF AN ADDITIONAL TWENTY-EIGHT (28) ELECTRONIC
GAMING MACHINES AT THE FYANSFORD HOTEL, 67 HYLAND STREET,
FYANSFORD**

WITNESS STATEMENT of JACK SOLLY MCNAMARA

Date of document:	March 2026
Filed on behalf of:	PJ Cook Investments Pty Ltd
Prepared by:	
BSP LAWYERS	Tel: 9670 0722
Level 15, 200 Queen Street	Fax: 9670 0622
Melbourne Vic 3000	Ref: AE:BSP:237566

Personal Background

1. My full name is Jack Solly McNamara, and my residential address is [REDACTED]
2. I grew up in Warrnambool and moved to Geelong in 2011 for the purposes of attending University.
3. Upon my arrival in Geelong, I played at another football Club. In 2012 some friends were going back to play at Bell Park and so I started playing there. I played at Bell Park until 2019 but after the pandemic I was unable to get fit enough again to play. During my time playing for Bell Park, I played over 100 games and captained the reserves side for approximately four (4) years. I now have my own young family and am a financial planner at West Carr & Harvey Financial Planning which is located in North Geelong.

Involvement in the Board

4. West Carr & Harvey Financial Planning has a philosophy of giving back to our community and it seemed like a natural fit for me to get involved at the Board level after my playing career ended. It became immediately apparent to me that the Club had a huge financial issue and needed someone younger with more up to date relevant experience to navigate the club over the next period.

5. I felt that the Club was in some serious financial trouble when I put my hand up to go on the Board in 2022.
6. As part of that process, a broader finance committee was established with four (4) individuals on that committee including myself. Within three (3) months, two (2) of those Board members had resigned and I found myself in the role of Treasurer.
7. The previous Treasurer was a club legend and the role had become too much for him and the Club was in need of change. They were not utilising XERO (a software program) to its full potential to ensure adequate reporting . I inherited a bit of a mess and to be honest I was surprised that we have managed to have the Club survive through this period. The process to clean up financial reporting has taken some time.

Exisiting Tenure Arrangements

8. The Club occupies the recreation reserve through a series of lease and licence arrangements that we hope to renegotiate with the City of Greater Geelong [**Council**] as part of this process. In summary, those agreements are as follows:
 - (a) A lease between Belrec Incorporated (**Tenant**) and Council for part of the land contained in Certificate of Title Volume 7579, Folio 158 on Hamlyn Reserve, 68 Calvert Street, Hamlyn Heights 3215, being the clubrooms.
 - (b) The lease allows for the use of the land by the Tenant as a licenced sporting club, and, as per the renewal of the lease dated 13 January 2023, is current up to October 2025.
 - (c) The lease currently does not provide for a further term, though the Tenant will be seeking to renegotiate further terms with Council.
 - (d) Further, as per the licence agreement dated 1 April 2023, the Tenant has a licence to use the land for accessing clubroom and changerooms on the site until 31 March 2026 during the "on season", which is defined by reference to the Australian Football League season, and the Cricket season.

- (e) The licence states that the Tenant must book the times it wishes to use the Grounds on site each season, by application in writing to the Council, which the Council will endeavour to accommodate.
 - (f) The licence allows for the Council to sublease the clubrooms and changerooms to another body during the off season, and the Tenant must allow for this body to use the land for sporting purposes if it does not interfere with its own reasonably necessary uses.
9. The Lease and licence agreement referred to above are **attached** to this statement as **Annexure One**.

The Financial Position of the Club

10. The Club currently has a significant amount of debt as follows:
- (a) The sum of \$125,800 was raised by members between 2011 and 2018. A significant proportion of these funds were not paid back for a period. The remaining balance of the funds have been paid back between 1 July 2025 to 21 January 2026. The outstanding balance is now zero.
 - (b) The majority of outstanding creditors were rolled into a loan during COVID as offered by Bendigo Bank. This loan was \$200,000 taken out on the 16th September 2020. The loan was repaid in September 2023. Our primary outstanding creditor as of 28th February 2026 was an amount of:
 - (i) \$59,492.92 to Staff Train Recruit. This was the previous Club manager who is now being repaid \$350 per week and \$1,830 monthly across payment plans.

The Club plans on having all outstanding loans and creditors paid down with sponsorship money to be paid as part of this arrangement prior to the gaming machine transfer (assuming all approvals are obtained). This would exclude the gaming machine entitlements and the Club would likely need to rely on the loan agreement executed in conjunction with the sponsorship agreement. If we are unable to sell the entitlements then we will need to rely on that loan to pay down that liability.

11. **Attached** to this statement as **Annexure Two** is our profit and loss statement for the year ended 30 June 2025.
12. Whilst the P&L showed a seemingly robust profit of approximately \$350,284 in 2024, this is deceptive as this includes a \$350,000 grant for lighting for the oval. These monies were then allocated and spent.
13. For the financial year ended 30 June 2025 the entity made a loss of \$19,637.00.
14. Our expenses are controlled as best we can (both on and off the field). Our player salary caps are as follows:
 - (a) Mens Football \$110,000;
 - (b) Netball \$17,500; and
 - (c) Cricket \$15,000.
15. These are reasonably fixed costs that we need to expend to ensure that we can attract and retain quality players and be competitive in each sport as set by the governing bodies to ensure sustainability of clubs. The majority of the Club's costs are attributed to unavoidable costs, such as umpiring, running a canteen/bar and medical supplies. We have very little expenditure on non-core "luxury" expenses to improve member's experiences, which many other clubs in area can supply.
16. We have no paid staff aside from those that work in the gaming venue aside from nominal payments to coaches and canteen staff. The rest of the Club is run by volunteers.
17. We have attempted in the past to apply for grants to bolster the Club's position but my experience has been that these are extremely difficult to secure. **Attached** to this statement as **Annexure Three** is a summary of the grants that I have been involved in applying for and the outcome.
18. Only four (4) to date have been successful and we understand that our operation of gaming machines may be a significant factor in our failure to secure more grant funding. Many grant providers have policies or preferences that disbenefit organisations with direct gaming revenue streams.

The Financial Performance of the Venue

19. With assistance of staff and management of the Fyansford Hotel, we are now much more on top of our bills, and we are finding we are able to pay most bills on time and we are chipping away very slowly at outstanding payments. We are hopeful of having a modest profit at the end of this financial year. Unfortunately, this does not allow us to make significant repayments of outstanding loans or put money back into our sporting operations as per our preference.
20. We have gone through each line item of costs and also have been able to leverage off the buying power of the Fyansford Hotel to cut our expenses. There has been a slight increase in bar pricing, a modest reduction in wages and the gaming revenue seems to have smoothed out under Matt's leadership.
21. A local pub has done a renovation that a lot of the more traditional clientele do not like and so we have drawn some bar patrons to our venue recently which has also assisted.
22. I believe the gaming was profitable in the early days but since around 2010 it has struggled to be profitable. Financial reporting has in the past been lacking and really only the last four (4) years of financials have been able to be used as some kind of guide as to the position of the Club in detail. Part of this is COVID, which was financially good for the cCub, but in most cases these 'wind falls' were used to repay outstanding bills or loans.
23. The gaming room revenue pays insurance, all bills associated with the social rooms, electricity, water and this is money that does not have to be paid by each of the sporting sections. The gaming revenue also deals with repairs and maintenance to the social club and funds our administrative costs. Outside of this no significant money is put back into our sporting sections.

Our Ideal Future

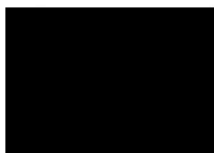
24. Our current situation is, in my opinion, unsustainable. The Club runs on a small profit margin after entitlement costs and we have no significant surplus cashflow that enables us to be financially comfortable and invest

into our sporting sections. We are restricted in our ability to provide staffing costs, due to having to service a bar while open that does not bring in revenue to cover the costs and new regulations that either increases our costs and/or reduces our revenue makes it difficult to see how we can make ends meet moving forward. If this application was not approved the Club would likely have to consider ceasing to exist. The cost of walking away from gaming and the need to repay the entitlement and outstanding loans and creditors are too significant for the Club to remain financially viable.

25. As a Director, I do not want to walk away from the entity. Whilst I appreciate this is an option that is open to us, it does not sit well with my ethics. I also have an obligation to secure the Club's future. The opportunity with the Fyansford Hotel to secure an ongoing revenue stream for the Club and to also to enter into a valuable partnership means that we are getting something from walking away from the machines. It is the strong wish of our members for the machines to be gone so that we can return the social club to being a more traditional social club facility.
26. Based on the cash flow statement **attached** to this statement as **Annexure Four**, we are estimating that some where between \$19,124 to \$45,540 will be "freed up" by virtue of the arrangement to go back to the sporting club section annually if this is approved.¹ This money would be able to be allocated to programs that improve the Club from a safety and culture perspective of the Club. The money would give us certainty to meet core costs, to go over and above and to really control our own destiny.
27. We also anticipate that the freeing up of the social club will enable us to generate and retain revenue from functions and game day activities conducted in the social rooms and we anticipate this will be approximately \$5,000 for cricket and approximately \$40,000 for our winter sports.
28. I would be pleased to answer any questions the Commission has in relation to the current and projected financial position of the Club.

¹ The disparity between these two figures being the difference between when entitlement repayments are required to be made and when those repayments cease.

Signed:



Dated:

30/3/26

Annexure One
Lease and licence agreement

THE CITY OF
GREATER GEELONG

LICENCE AGREEMENT

GREATER GEELONG CITY COUNCIL
ABN 18 374 210 672

AND

BELREC INC.
A0012053A

DATE OF LICENCE	24-Jul-2023 3:52 PM AEST
-----------------	----------------------------

PREMISES	PART OF THE PREMISES LOCATED AT HAMLYN PARK, 34-66 CALVERT STREET, HAMLYN HEIGHTS VIC 3215 BUILDING ID: 97
----------	---

STARTING DATE	01 APRIL 2023
---------------	---------------

EXPIRY DATE	31 MARCH 2026
-------------	---------------

FILE NUMBER	LEA-559	EMILY LEWIS
-------------	---------	-------------

1.	Definitions and Interpretation	1
1.1	Definitions	1
1.2	Interpretation.....	3
1.3	Entire agreement.....	4
2.	Grant and Duration of Licence.....	4
2.1	Grant of Licence	4
2.2	No exclusive occupation.....	4
2.3	Option for a Further Term	4
2.4	Execution of new Licence for Further Term	5
2.5	Holding Over	5
3.	Use of Licensed Area.....	5
3.1	Permitted Use.....	5
3.2	Permitted Hours	5
3.3	Licensed Area unoccupied	5
3.4	No warranty	5
3.5	Illegal purpose	5
4.	Payment of Licence Fee	6
5.	Market licence fee review	6
5.1	Notice by the City	6
5.2	No objection by Licensee	6
5.3	Objection by Licensee	6
5.4	Determination by Valuer.....	6
5.5	City's and Licensee's submissions.....	6
5.6	Payment of Licence Fee pending valuation	7
5.7	Appointing new Valuer	7
6.	CPI adjustment of Licence Fee	7
6.1	Calculation of adjustment	7
6.2	Payment of adjusted Licence Fee.....	7
7.	Percentage Licence Fee increase.....	7
7.1	Calculation of adjustments	7
7.2	Payment of increased Licence Fee.....	7

8.	Services	8
9.	Costs and duty.....	8
10.	GST	8
10.1	Definitions	8
10.2	GST exclusive	8
10.3	Increase in consideration.....	8
10.4	Payment of GST.....	8
10.5	Tax Invoice	8
10.6	Reimbursements.....	8
10.7	Adjustment events.....	9
11.	Payment requirements	9
11.1	No deduction or right of set-off.....	9
11.2	Interest on late payments	9
11.3	Method of payment.....	9
12.	Repairs, refurbishment and alterations	9
12.1	Repairs and Maintenance.....	9
12.2	Equipment in Licensed Area	10
12.3	No Alterations or works to Licensed Area	10
12.4	Not interfere with Services	10
12.5	Defacing Licensed Area	10
12.6	Failure to repair and maintain	10
13.	Insurance.....	10
13.1	Public liability and glass insurance.....	10
13.2	Licensee's Property	10
13.3	Condition in policies	10
13.4	Payment and production of policies	11
13.5	Not invalidate policies.....	11
13.6	Requirements by insurer	11
14.	Release, indemnity, compensation and liability	11
14.1	Release	11
14.2	Indemnity	11
14.3	No liability for exercise of statutory functions.....	11
15.	Other obligations concerning the Licensed Area.....	12
15.1	Compliance with laws.....	12
15.2	Licences and permits	12
15.3	Nuisance.....	12

15.4	Security.....	12
15.5	Signs.....	12
15.6	No electioneering.....	12
15.7	No vending machines.....	12
15.8	No auctions.....	12
15.9	No smoking.....	13
15.10	Heavy objects and inflammable substances	13
15.11	Television and radio	13
15.12	Endanger Licensed Area.....	13
15.13	Licensee's employees	13
16.	Licensee's environmental obligations.....	13
16.1	Comply with Environmental Protection Legislation	13
16.2	Not permit Contamination	13
16.3	Notify of and clean up Contamination	13
16.4	Indemnify City.....	14
17.	Dealing with interest in the Licensed Area.....	14
17.1	No transfer or subletting	14
17.2	Change in shareholding.....	14
18.	Licensee's obligations at the end of this Licence	14
18.1	Licensee's obligations	14
18.2	Transfer of Licensee's fixtures to the City.....	14
18.3	Licensee's Property left in Licensed Area.....	14
19.	City's rights and obligations	15
19.1	Maintenance	15
19.2	Alterations to the improvements.....	15
19.3	City's consent	15
20.	Termination of Licence	15
20.1	Default	15
20.2	Damages following determination	15
20.3	Essential terms.....	15
20.4	Payment after Termination	15
21.	Destruction or damage of Licensed Area	16
21.1	Reduction in Licence Fee.....	16
21.2	City's right of termination.....	16
21.3	Licensee's right of termination.....	16
21.4	Dispute resolution.....	16

21.5	No compensation.....	16
22.	Dispute Resolution.....	16
23.	Personal Property Securities Act	17
24.	Notices.....	18
24.1	Delivery of Notices	18
24.2	Particulars for delivery.....	18
24.3	Time of service	18
25.	Special Conditions	19
26.	General	19
26.1	Governing law and jurisdiction.....	19
26.2	Counterparts	19
26.3	Liability.....	19
26.4	Severability	19
26.5	Waiver	19
26.6	No relationship.....	19
	Signing	20
	Schedule 1 Licence Particulars	1
	Schedule 2 Special Conditions.....	2
1.	Common Areas	2
2.	Fair Play Code	2
3.	Membership of Licensee	2
4.	Liquor licence	3
5.	Termination for municipal purposes or redevelopment.....	4
6.	EXISTING IMPROVEMENTS.....	4
7.	Definitions	4
8.	Times of use	5
9.	Booking of Grounds.....	5
10.	Shared use with Other Club	5
11.	Sublicensing of Grounds.....	6
12.	Sublicensing of Building	6
13.	Reporting to City	7
14.	Maintenance	7

15. Miscellaneous 7

16. Services 8

17. Council’s power to increase Licence Fee..... 8

Attachment 1 Plan of Licensed Area..... 9

Attachment 2 Maintenance Schedule 11

Attachment 3 Division of Seasons 18

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Licence unless expressed or implied to the contrary:

Expression	Meaning
Bank Guarantee	a bank guarantee that: <ul style="list-style-type: none">a. is expressed to be in favour of the City and its successors and assigns;b. is unconditional, irrevocable and able to be called upon by the City at any time;c. allows the City, without reference to the Licensee, to make a demand on the Bank Guarantee for any loss, damage or expense suffered or incurred by the City which, in the reasonable opinion of the City, is owed by the Licensee to the City under or in connection with this Licence;d. is issued at the request of the Licensee (and not a related entity);e. does not have an expiry date earlier than 6 months after the Expiry Date;f. states that it is being used as security for this Licence;g. is issued by an authorised deposit-taking institution within the meaning of the <i>Banking Act 1959</i> (Cth); andh. is otherwise in a form that is acceptable to the City.
City	the City specified in 0 and includes the City's successors and assigns and where it is consistent with the context includes the City's employees and agents.
City's Fixtures	all fittings, fixtures, and chattels in the Licensed Area at the Commencement Date owned or installed by the City during the Term (if any).
Commencement Date	the date specified in Item 5.
Contamination	includes any solid, liquid, gas, radiation or substance which makes or may make the condition of the Licensed Area or groundwater beneath or part of the surrounding environment: <ul style="list-style-type: none">a. unsafe, unfit or harmful for habitation by persons or animals; orb. unfit for any use permitted under any applicable planning scheme as amended from time to time or which is defined as such in any Environmental Protection Legislation.
CPI	the Consumer Price Index - All Groups Melbourne or if this index is not available or is discontinued or suspended, such other index that represents the rise in the cost of living in Melbourne, as the City reasonably determines.
CPI Adjustment Date	the date(s) (if any) described in Item 12.
Current CPI	the CPI number for the quarter ending immediately prior to the CPI Adjustment Date.
Environmental Protection Legislation	any statute, regulation, code, proclamation, ministerial directive, ordinance, by law, planning policy or subordinate legislation relating to pollutants, contaminants or protection of the environment, including use of land and human health and safety.
Expiry Date	the date specified in Item 6.
Further Term	the further term(s) specified in Item 8.
Insolvency Event	in relation to a person, any of the following: <ul style="list-style-type: none">a. the person, being an individual, commits an act of bankruptcy;

Expression	Meaning
	<ul style="list-style-type: none"> b. the person becomes insolvent; c. the person assigns any of its property for the benefit of creditors or any class of them; d. a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up; e. the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale; f. a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 Business Days after being made; g. the person, being a corporation, is deregistered with the Australian Securities and Investments Commission; h. any step is taken to do anything listed in the above paragraphs; and i. any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.
Item	an item in the Licence Particulars.
Land	the land specified in Item 3.
Licence	this licence and includes all annexures and schedules.
Licence Fee	the amount specified in Item 10 as reviewed, adjusted or increased under this Licence.
Licence Particulars	the schedule of Items specified on the page at the front of this Licence.
Licensed Area	the licenced area specified in Item 4 and includes the City's Fixtures.
Licensee	the Licensee specified in Item 2 and includes the Licensee's successors and assigns and where it is consistent with the context includes the Licensee's employees, contractors, agents, invitees and persons the Licensee allows in the Licensed Area.
Licensee's Property	all property in the Licensed Area including all fixtures and fittings owned or leased by the Licensee but excluding the City's Fixtures.
Local Law	any local law made by the City in its capacity as a Council under the <i>Local Government Act 1989</i> (Vic) or the <i>Local Government Act 2020</i> (Vic).
Maintenance Schedule	the maintenance schedule set out in Attachment 3 (if any).
Market Licence Fee Review Dates	the date(s) (if any) specified in Item 11.
Percentage Licence Fee Increase Date	the date(s) specified in Item 13.
Permitted Use	the use specified in Item 14.
Permitted Hours:	the hours specified in Item 15.
Previous CPI	the CPI number for the quarter ending immediately prior to the last date that the Licence Fee was reviewed, adjusted or increased, or the Commencement Date (whichever is the later).
Security Interest	<ul style="list-style-type: none"> a. any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by

Expression	Meaning
	way of security, including a security interest (as defined in the <i>Personal Property Securities Act 2009</i>); and b. any agreement to create or grant any arrangement described in paragraph (a).
Special Conditions	the conditions set out in Schedule 2 (if any).
Services	means all services servicing the Licensed Area, including electricity, gas, water and telephone services.
SWMS	a safe work method statement which documents an activity, identifies any hazards relating to that activity, documents control measures for the activity, identifies the person(s) responsible for implementing control measures for the activity and monitors and reviews the process or processes forming part of the activity.
Term	the term specified in Item 7 and includes any period of overholding.
Valuer	the valuer appointed pursuant to clause 5.3 of this Licence.

1.2 Interpretation

In this Licence, unless expressed to the contrary:

- 1.2.1 words denoting the singular include the plural and vice versa;
- 1.2.2 the word 'includes' in any form is not a word of limitation;
- 1.2.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 1.2.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Licence;
- 1.2.5 no rule of construction applies to the disadvantage of the party preparing this Licence on the basis that it prepared or put forward this Licence or any part of it;
- 1.2.6 a reference to:
 - 1.2.6.1 a gender includes all other genders;
 - 1.2.6.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced from time to time and includes any subordinate legislation issued under it;
 - 1.2.6.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
 - 1.2.6.4 writing includes writing in digital form;
 - 1.2.6.5 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
 - 1.2.6.6 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Licence;
 - 1.2.6.7 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or City, trustee or beneficiary or otherwise;
 - 1.2.6.8 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;

- 1.2.6.9 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- 1.2.6.10 anybody other than the parties to this Licence or any party to whom this Licence is assigned under this Licence (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

1.3 Entire agreement

This Licence documents the entire agreement between the parties in connection with its subject matter and supersedes and cancels any contract, agreement, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or an agent of a party) prior to entering into this Licence.

2. GRANT AND DURATION OF LICENCE

2.1 Grant of Licence

The City grants a licence to the Licensee to use the Licensed Area in common with the City and persons authorised by the City for the Term starting on the Commencement Date.

2.2 No exclusive occupation

The Licensee agrees that:

- 2.2.1 the Licensee is not entitled to exclusive occupation of the Licensed Area;
- 2.2.2 the City may use, or permit other parties to use, the Licensed Area;
- 2.2.3 this Licence does not create any estate or interest in the Licensed Area, other than a contractual right;
- 2.2.4 the rights granted under this Licence do not constitute a lease at law, and the Licensee must not claim before a court or tribunal that this Licence constitutes a lease at law; and
- 2.2.5 in the event that a court or tribunal determines that this Licence creates a lease at law, the City may, at its option, terminate this Licence by written notice to the Licensee.

2.3 Option for a Further Term

The City will grant to the Licensee a new licence for the Further Term if the Licensee:

- 2.3.1 gives the City written notice asking for a new licence, not earlier than 6 months or later than 3 months, before the end of the Term (the last date for exercising the option for the Further Term is specified in Item 9);
- 2.3.2 has remedied any breach of this Licence of which the Licensee has received written notice from the City;
- 2.3.3 has not persistently defaulted under this Licence and the City has given written notice of the defaults; and
- 2.3.4 complies with all reasonable requirements of the City including where the Licensee is a corporation, procuring such directors or shareholders of the Licensee as may be reasonably required by the City to execute the guarantee contained in this Licence.

The new licence for the Further Term will commence on the day after this Licence ends and contain the same terms and conditions as this Licence but with no option for a further term where the

last

option for the Further Term has been exercised. The Licence Fee or the method to be used to review, adjust or increase the Licence Fee during the Further Term is specified in clauses 5, 6 and 7.

2.4 Execution of new Licence for Further Term

The Licensee must execute the new licence for the Further Term and return the above to the City within 14 days of receipt from the City.

2.5 Holding Over

If the Licensee continues to occupy the Licensed Area after the Expiry Date with the City's consent, except under a licence arising from the valid exercise of an option to renew, the following provisions will apply:

- 2.5.1 the Licensee will occupy the Licensed Area at a total rental payable monthly in advance being an amount equal to one-twelfth of the aggregate of the Licence Fee and any other money payable by the Licensee annually to the City under this Licence as at the Expiry Date, the first of the monthly payments to be made on the day following the Expiry Date;
- 2.5.2 as far as applicable, the Licensee will occupy the Licensed Area on the terms and conditions of this Licence;
- 2.5.3 the Licence Fee or any part of it may be reviewed whenever the City determines it appropriate;
- 2.5.4 either party may end the Licence by giving to the other 1 month's notice to the other party expiring on any date; and
- 2.5.5 if the Licensee defaults in the performance of its obligations under the Licence, the City may terminate the Licence by giving the Licensee 24 hours' notice.

3. USE OF LICENSED AREA

3.1 Permitted Use

The Licensee must:

- 3.1.1 use the Licensed Area only for the Permitted Use and not use the Licensed Area for any other purpose; and
- 3.1.2 ensure that the use of the Licensed Area does not have a material adverse impact on the reputation and standing of the City.

3.2 Permitted Hours

The Licensee must not use the Licensed Area outside Permitted Hours without the City's prior written consent.

3.3 Licensed Area unoccupied

The Licensee must not leave the Licensed Area unoccupied for a period exceeding 30 consecutive days except where the Licensed Area is vacant land.

3.4 No warranty

The Licensee:

- 3.4.1 acknowledges that the City does not represent that the Licensed Area is suitable for the Permitted Use; and
- 3.4.2 must make its own enquiries as to the suitability of the Licensed Area for the Permitted Use.

3.5 **Illegal purpose**

The Licensee must not use the Licensed Area for any illegal purpose or carry on any noxious or offensive activity on the Licensed Area.

4. PAYMENT OF LICENCE FEE

The Licensee must:

- 4.1 pay the Licence Fee to the City in the manner set out in Item 10 (and pro-rata for any period less than one month) commencing on the Commencement Date and on the following first day of each month; and
- 4.2 pay the Licence Fee in the manner specified by the City from time to time.

5. MARKET LICENCE FEE REVIEW

5.1 Notice by the City

If a Market Licence Fee Review Date is specified in Item 11, the City may give a notice to the Licensee of the City's assessment of the market licence fee for the Licensed Area to apply from the Market Licence Fee Review Date. If the City does not give a notice to the Licensee specifying the market licence fee, the Licensee must continue to pay the Licence Fee payable immediately prior to the Market Licence Fee Review Date.

5.2 No objection by Licensee

If the Licensee does not object in writing to the market licence fee nominated by the City under clause 5.1 within 14 days from the date of receipt of the notice from the City, the City and the Licensee agree that the Licence Fee will be the market licence fee nominated by the City.

5.3 Objection by Licensee

If the Licensee objects to the market licence fee nominated by the City within 14 days receipt of the notice under clause 5.1, then the Licence Fee must be determined by a valuer, who is appointed by the parties jointly. If the parties cannot agree on a valuer within 14 days of the City receiving the Licensee's notice objecting to the licence fee, either party may request the President of the Australian Property Institute (Victorian Division) or its successor body, to appoint a valuer.

5.4 Determination by Valuer

The City and the Licensee must instruct the Valuer to:

- 5.4.1 determine a market licence fee for the Licensed Area to apply on and from the Market Licence Fee Review Date in accordance with clause 5.5;
- 5.4.2 determine a market licence fee which is not less than the licence fee payable immediately prior to the Market Licence Fee Review Date clause;
- 5.4.3 not reduce the market licence fee on account of any incentive granted to the Licensee or licensees of comparable premises; and
- 5.4.4 act as an expert and not an arbitrator (the Valuer's decision is binding on the City and the Licensee). The City and the Licensee must share the costs of the Valuer equally.

5.5 City's and Licensee's submissions

- 5.5.1 The City and the Licensee may make written submissions or provide information to the Valuer in relation to the market licence fee within 30 days of receipt of written notice of the Valuer's acceptance of the Valuer's appointment. Each party must provide a copy to the other party at the same time it submits it to the Valuer. The Valuer must not determine the market licence fee until the expiration of that period of 30 days.

- 5.5.2 The Valuer may confer with the City and the Licensee and may require either party to supply information which the Valuer considers relevant to the determination. If the Valuer requires a party to supply information, that party must comply with the requirement promptly in writing and must make a copy of that information available to the other party.
- 5.5.3 Information may be provided on a confidential basis and, if so, the party receiving it and the Valuer will treat the information as confidential and will not use that information other than for the purposes of this clause 5.
- 5.5.4 The Valuer may take into account any matters the Valuer considers relevant including taking into account or disregarding any written submissions received from the City or the Licensee under clause 5.5.1 but the Valuer must:
- 5.5.4.1 have regard to the terms of this Licence including the Permitted Use and any Permitted Hours; and
 - 5.5.4.2 disregard the value of the Licensee's fixtures and fittings (except where the City has contributed to the cost of any such fixtures and fittings) and, where applicable, the goodwill of the Licensee's business.

5.6 Payment of Licence Fee pending valuation

Where the Licensee objects to the City's assessment of the Licence Fee, until the Licence Fee is agreed, or has been determined by the Valuer, the Licensee must continue to pay to the City the Licence Fee payable immediately prior to the Market Licence Fee Review Date. On the next due date for the payment of the Licence Fee following the City and the Licensee agreeing on the Licence Fee, or the Valuer determining of the Licence Fee pursuant to the preceding sub-clause, the City and the Licensee must make any necessary adjustments, including payment of interest calculated in accordance with clause 11.2 on any money owing by either party calculated from the Market Licence Fee Review Date.

5.7 Appointing new Valuer

If the Valuer does not make a determination within 60 days of appointment, resigns or otherwise becomes unable to make the determination, an alternative valuer may be appointed pursuant to clause 5.3.

6. CPI ADJUSTMENT OF LICENCE FEE

6.1 Calculation of adjustment

If a CPI Adjustment Date is specified in Item 12, the Licence Fee on the CPI Adjustment Date will be adjusted to an amount equal to the Licence Fee payable immediately prior to the CPI Adjustment Date multiplied by the Current CPI and divided by the Previous CPI.

6.2 Payment of adjusted Licence Fee

On the next due date for the payment of the Licence Fee, after the Licensee receives notice of the adjusted Licence Fee from the City, the City and the Licensee must make any necessary adjustment to apply on and from the CPI Adjustment Date, including payment of interest calculated in accordance with clause 11.2 on any money owing by either party calculated from the CPI Adjustment Date.

7. PERCENTAGE LICENCE FEE INCREASE

7.1 Calculation of adjustments

If a Percentage Licence Fee Increase Date is specified in Item 13, the Licence Fee on the Percentage Licence Fee Increase Date is increased by the percentage specified in Item 13.

7.2 Payment of increased Licence Fee

The Licensee must pay to the City the increased Licence Fee, on and from the Percentage Licence Fee Increase Date regardless of whether the City has given a notice specifying the increased Licence Fee or not.

8. SERVICES

The Licensee must pay to the City charges for Services supplied to or consumed by the Licensee.

9. COSTS AND DUTY

The Licensee must pay to the City within 30 days of demand:

- 9.1 the City's reasonable costs of preparing, negotiating and entering into this Licence;
- 9.2 the City's reasonable costs in considering the granting of any consent or approval under this Licence (regardless of whether the City actually gives such consent or approval);
- 9.3 the cost of obtaining the City's mortgagee's consent to this Licence (if required); and
- 9.4 the City's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Licence by the Licensee.

10. GST

10.1 Definitions

In this clause:

- 10.1.1 words and expressions that are not defined in this Licence but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 10.1.2 **GST** means GST within the meaning of the GST Law and includes penalties and interest. If under or in relation to the *National Taxation Reform (Consequential Provisions) Act 2000* (Vic) or a direction given under s 6 of that Act, the supplier makes voluntary or notional payments, the definition of GST includes those voluntary or notional payments and expressions containing the term 'GST' have a corresponding expanded meaning; and
- 10.1.3 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

10.2 GST exclusive

Except as otherwise provided by this Licence, all consideration payable under this Licence in relation to any supply is exclusive of GST.

10.3 Increase in consideration

If GST is payable in respect of any supply made by a supplier under this Licence (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

10.4 Payment of GST

Subject to clause 10.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Licence.

10.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 10.4.

10.6 Reimbursements

If this Licence requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

10.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

10.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

10.7 **Adjustment events**

If an adjustment event occurs in relation to a taxable supply under this Licence:

10.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

10.7.2 any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

11. PAYMENT REQUIREMENTS

11.1 **No deduction or right of set-off**

The Licensee must pay all amounts due under this Licence to the City (including the Licence Fee) without deduction or right of set-off.

11.2 **Interest on late payments**

The Licensee must pay to the City on demand interest at the rate per annum equal to the current rate fixed under s 2 of the Penalty Interest Rates Act 1983 (Vic) plus 2% on any money payable by the Licensee under this Licence and remaining unpaid after the due date. Interest will be computed from the date on which such payment became due.

11.3 **Method of payment**

The Licensee must make all payments under this Licence in such manner as the City reasonably requires, which may include by direct debit.

12. REPAIRS, REFURBISHMENT AND ALTERATIONS

12.1 **Repairs and Maintenance**

12.1.1 The Licensee must:

12.1.1.1 keep the Licensed Area and the Licensee's Property clean and free from rubbish, store all rubbish in proper containers and have it regularly removed;

12.1.1.2 keep the Licensed Area in the same condition as it was in at the date the Licensee first entered occupation of the Licensed Area (fair wear and tear excepted) including repairing or replacing anything in the Licensed Area (including all furnishings and floor coverings) which are damaged, worn or destroyed with items of at least the same quality;

12.1.1.3 undertake the repairs and maintenance obligations conferred on the Licensee under the Maintenance Schedule (if any);

12.1.1.4 maintain any gardens in the Licensed Area in good condition well watered and free of weeds;

12.1.1.5 make good any damage caused to any adjacent property by the Licensee;

12.1.1.6 take all reasonable measures to ensure that any fair wear and tear to the Licensed Area does not cause any loss or damage to the Licensed Area, the City's Fixtures, or any person; and

12.1.1.7 give the City prompt written notice of any material damage to the Licensed Area or anything likely to be a risk to the Licensed Area or any person in the Licensed Area.

12.1.2 The Licensee acknowledges and agrees that the condition report attached to this Licence in Attachment 2 reflects the true condition of the Licensed Area as at the date the Licensee first entered occupation of the Licensed Area.

12.2 Equipment in Licensed Area

The Licensee must comply with the City's reasonable requirements concerning the use of the City's Fixtures, including air-conditioning and heating equipment.

12.3 No Alterations or works to Licensed Area

The Licensee must not carry out any alterations or works to the Licensed Area (including installing any fixtures), any Services to the Licensed Area.

12.4 Not interfere with Services

The Licensee must not interfere with, misuse or overload any Services to the Licensed Area, including electricity, gas and water.

12.5 Defacing Licensed Area

The Licensee must not deface or damage the Licensed Area (including drilling holes in the Licensed Area).

12.6 Failure to repair and maintain

If the Licensee does not carry out any repairs, maintenance or other works required under this Licence within 14 days of receiving written notice from the City, the City may enter the Licensed Area to carry out such repairs, maintenance and works at any reasonable time after giving the Licensee reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Licensee to the City on demand.

13. INSURANCE

13.1 Public liability and glass insurance

The Licensee must maintain insurance with an insurer approved by the City for:

13.1.1 public liability for the amount of \$20 million concerning 1 single event (or such greater sum as reasonably required by the City); and

13.1.2 any windows and any other glass in the Licensed Area for the full replacement value.

13.2 Licensee's Property

The Licensee must insure the Licensee's Property for loss and damage from risks including fire and water damage for its full replacement value.

13.3 Condition in policies

The Licensee must ensure that the insurance policies effected by the Licensee contain a condition that the insurer will notify the City at least 14 days before the policies lapse or end for any reason.

13.4 Payment and production of policies

The Licensee must pay all insurance premiums on or before the due date for payment. The Licensee must provide to the City evidence of the currency of any insurance policy required by this Licence:

13.4.1 on or before the Commencement Date;

13.4.2 immediately on any renewal or replacement of the insurance; and

13.4.3 on request by the City.

13.5 Not invalidate policies

The Licensee must:

13.5.1 not do anything which may make any insurance effected by the City or the Licensee invalid, capable by being cancelled or rendered ineffective, or which may increase any insurance premium payable by the City; and

13.5.2 pay any increase in the insurance premium caused by the Licensee's act, default or use of the Licensed Area.

13.6 Requirements by insurer

The Licensee must comply with all reasonable requirements of the City's insurer in connection with the Licensed Area.

14. RELEASE, INDEMNITY, COMPENSATION AND LIABILITY

14.1 Release

The Licensee uses and occupies the Licensed Area at its own risk and releases the City from all claims resulting from any damage, loss, death or injury in connection with the Licensed Area including any loss or damage incurred by the Licensee due to:

14.1.1 any damage to the Licensed Area;

14.1.2 the failure of the City's Fixtures or any plant and equipment (including air conditioning and escalators) to operate properly;

14.1.3 the interruption or damage to any services (including electricity, gas or water) to the Licensed Area; or

14.1.4 the overflow or leakage of water in the Licensed Area,

except to the extent that such claims arise out of the City's negligence or the City's breach of this Licence or any law.

14.2 Indemnity

The Licensee must indemnify and hold harmless the City against all claims, costs or liabilities resulting from any damage, loss, death or injury in connection with the Licensed Area and the use and occupation of the Licensed Area by the Licensee except to the extent that such claim was directly caused or contributed to by the City's negligence or the City's breach of this Licence or any law.

14.3 No liability for exercise of statutory functions

The Licensee acknowledges and agrees that:

14.3.1 nothing in this Licence in any way limits, fetters or restricts the power or discretion of the City in

the exercise of its statutory rights, duties, functions or powers under any legislation or the exercise of any other statutory right, power or duty that the City may lawfully exercise; and

14.3.2 the City will not be liable to the Licensee under this Licence (including but not limited to a breach of the covenant of quiet enjoyment or a derogation of the grant of this Licence) for any acts or omissions of the City undertaken in any capacity including (but not limited to) in exercising any powers referred to in clause 14.3.1,

except nothing in this clause releases the City from any obligations it owes to the Licensee under this Licence in its capacity as the owner of the Licensed Area.

15. OTHER OBLIGATIONS CONCERNING THE LICENSED AREA

15.1 Compliance with laws

The Licensee must comply with all laws and any requirements of any authority in connection with the Licensed Area and the Licensee's use and occupation of the Licensed Area, including any Local Law except the Licensee will not be required to carry out any structural works unless the need for such works arises from:

15.1.1 the negligent act or omission of the Licensee;

15.1.2 the failure by the Licensee to comply with its obligations under this Licence; or

15.1.3 the Licensee's use of the Licensed Area.

15.2 Licences and permits

The Licensee must maintain all licences and permits required for the Licensee's use of the Licensed Area and obtain the prior written consent of the City before varying any licence or permit or applying for any new licence or permit.

15.3 Nuisance

The Licensee must not do anything in connection with the Licensed Area which may:

15.3.1 cause a nuisance or interfere with any other person; or

15.3.2 be dangerous or offensive in the City's reasonable opinion.

15.4 Security

The Licensee must ensure that any building in the Licensed Area is locked each time the Licensee leaves it.

15.5 Signs

The Licensee must seek the prior written consent of the City before displaying or affixing any signs, advertisements or notices to any part of the Licensed Area where such signs, advertisements or notices are visible from outside the Licensed Area.

15.6 No electioneering

The Licensee must not use the Licensed Area for the purposes of electioneering or carrying out an election campaign in respect of any local government, state, federal or other election.

15.7 No vending machines

The Licensee must not permit any vending or amusement machines in the Licensed Area.

15.8 No auctions

The Licensee must not conduct any auctions or fire sales in the Licensed Area.

15.9 No smoking

The Licensee must:

15.9.1 not permit any smoking or vaping in the Licensed Area, whether indoors or outdoors; and

15.9.2 display 'no smoking' signs in the Licensed Area if requested by the City.

15.10 Heavy objects and inflammable substances

The Licensee must not:

15.10.1 store any inflammable or explosive substances in the Licensed Area unless required for the Permitted Use and then only in accordance with applicable law; or

15.10.2 store in the Licensed Area any heavy objects or anything likely to damage the Licensed Area.

15.11 Television and radio

The Licensee must not install any televisions, radios, music systems or other equipment in the Licensed Area which can be heard outside the Licensed Area without obtaining the prior written consent of the City.

15.12 Endanger Licensed Area

The Licensee must not do or permit anything to be done in connection with the Licensed Area which in the opinion of the City may endanger the Licensed Area or be a risk to any person or property.

15.13 Licensee's employees

The Licensee must use all reasonable endeavours to ensure that the Licensee's employees, agents, contractors and invitees observe and comply with the Licensee's obligations under this Licence, where appropriate.

16. LICENSEE'S ENVIRONMENTAL OBLIGATIONS

16.1 Comply with Environmental Protection Legislation

The Licensee must, in its use of the Licensed Area, comply with all Environmental Protection Legislation and any permit, approval, authority or licence issued pursuant to any Environmental Protection Legislation.

16.2 Not permit Contamination

The Licensee must not spill or deposit, or carry out any activities on the Licensed Area which may cause, any Contamination, or permit any Contamination to escape in any other way into or on the Licensed Area, drainage or surrounding environment.

16.3 Notify of and clean up Contamination

If any Contamination is found in or near the Licensed Area, or the existing Contamination is exacerbated during the Term, the Licensee must at its own cost:

16.3.1 immediately notify the City, the Environment Protection Authority and any other appropriate Authority;

16.3.2 clean up the Contamination to the extent it was caused or contributed to by the Licensee and do everything necessary to minimise harm; and

16.3.3 promptly comply with any notice, order, direction or requirement of the City and of any authority

in relation to the Contamination to the extent it was caused or contributed to by the Licensee.

16.4 Indemnify City

In addition to any other indemnity in this Licence, the Licensee indemnifies the City for:

16.4.1 all damages, loss, injury or death arising in relation to any Contamination being spilled, deposited or otherwise escaping in or near the Licensed Area to the extent it was caused or contributed to by the Licensee; and

16.4.2 any breach of this clause 16 by the Licensee.

17. DEALING WITH INTEREST IN THE LICENSED AREA

17.1 No transfer or subletting

The Licensee must not deal with its interest in the Licensed Area including transferring this Licence to a new licensee or sub-licensing the Licensed Area.

17.2 Change in shareholding

If the Licensee is a corporation (other than a corporation listed on any stock exchange in Australia) a change in the control of the corporation as existed at the Commencement Date (whether occurring at the one time or through a series or succession of issues or transfers) or a change in the holding of more than one-half of the issued share capital, either beneficially or otherwise, will be deemed to be a transfer of this Licence.

18. LICENSEE'S OBLIGATIONS AT THE END OF THIS LICENCE

18.1 Licensee's obligations

At the end of this Licence, the Licensee must:

18.1.1 vacate the Licensed Area and give it back to the City in a condition consistent with the Licensee having complied with its obligations under this Licence;

18.1.2 subject to clause 18.2, remove the Licensee's Property (including all signs and lettering) and reinstate the Licensed Area to the condition the Licensed Area was in prior to the installation of the Licensee's Property including making good any damage caused by the removal of the Licensee's Property; and

18.1.3 give to the City all keys and other security devices for the purposes of obtaining access to the Licensed Area.

18.2 Transfer of Licensee's fixtures to the City

The City may give written notice to the Licensee that it does not want the Licensee to remove all or part of the Licensee's Property that is a fixture (**Remaining Fixtures**) from the Land. If the City serves a notice under this clause 18.2:

18.2.1 ownership of the Remaining Fixtures will vest in the City, and the Licensee shall not be entitled to receive any compensation from the City for such property;

18.2.2 the Licensee must give the Remaining Fixtures to the City in a condition consistent with the Licensee having complied with its obligations under this Licence; and

18.2.3 the Licensee must do all acts and sign all documents as may be required by the City to transfer ownership of the Remaining Fixtures to the City.

18.3 Licensee's Property left in Licensed Area

18.3.1 Anything left in the Licensed Area more than 7 days after the end of this Licence:

18.3.1.1 will be deemed to be abandoned by the Licensee;

18.3.1.2 will become the property of the City; and

18.3.1.3 may be removed by the City at the Licensee's cost and at the Licensee's risk.

18.3.2 The parties agree that this clause 18.3 is an agreement about the disposal of uncollected goods for the purposes of s 56(6) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

19. CITY'S RIGHTS AND OBLIGATIONS

19.1 Maintenance

The City will use its best endeavours to carry out all repairs, maintenance, works and other obligations identified as the City's responsibilities in the Maintenance Schedule (if any).

19.2 Alterations to the improvements

The City may carry out any works, alterations, renovation or refurbishment of the Land which may include extending or reducing any buildings on the Land other than the Licensed Area, except where it will unreasonably interfere with the Licensee's use and occupation of the Licensed Area.

19.3 City's consent

Unless otherwise provided for in this Licence, where the City is required to give its consent under this Licence, the City may give or refuse its consent subject to such conditions as the City may determine in its absolute discretion.

20. TERMINATION OF LICENCE

20.1 Default

The City may terminate this Licence and require the Licensee to vacate the Licensed Area if:

20.1.1 any part of the Licence Fee is in arrears for 14 days (whether or not the City has demanded payment); or

20.1.2 an Insolvency Event occurs in relation to the Licensee; or

20.1.3 the Licensee breaches this Licence and does not remedy the breach within 14 days of receipt of written notice from the City.

20.2 Damages following determination

If this Licence is terminated by the City, the Licensee agrees to compensate the City for any loss or damage the City suffers arising in connection with the Licensee's breach of this Licence including the loss of the benefit of the Licensee performing its obligations under this Licence up to the expiration of the Term.

20.3 Essential terms

The essential terms of this Licence are clauses 3 (Use of Licensed Area), 4 (Payment of Licence Fee), 9 (Costs and duty), 10 (GST), 12.1 (Repairs and Maintenance), 12.3 (No Alterations or works to Licensed Area), 13 (Insurance), 14.1 (Release), 15 (Other obligations concerning the Licensed Area),

16 (Licensee's environmental obligations), 17 (Dealing with interest in the Licensed Area), 18 (Licensee's obligations at the end of this Licence) and any special condition which is expressed to be an essential term. The breach of an essential term is a repudiation of this Licence.

20.4 Payment after Termination

The Licensee must:

20.4.1 make all payments due under this Licence prior to termination under this clause 20; and

20.4.2 provide all information to the City under this Licence to calculate any such payments,

20.4.3 even if this Licence has ended.

21. DESTRUCTION OR DAMAGE OF LICENSED AREA

21.1 Reduction in Licence Fee

21.1.1 Subject to clause 21.1, if the Licensed Area, or any part of the Licensed Area is destroyed or damaged to the extent that the Licensee cannot use or have access to the Licensed Area then the City will reduce the Licence Fee and other amounts due under this Licence by a reasonable amount depending upon the nature and extent of destruction or damage until the Licensee can use or have access to the Licensed Area.

21.1.2 The Licensee is not entitled to a reduction in Licence Fee and other amounts due under this Licence if:

21.1.2.1 the Licensee caused or contributed to the damage or destruction of the Licensed Area; or

21.1.2.2 payment of an insurance claim in respect of the Licensed Area is refused due to the act or default of the Licensee.

21.2 City's right of termination

If the Land (or any part of it) is damaged or destroyed, and the City considers that the damage or destruction is such that repairing it is impracticable or undesirable, the City may terminate this Licence by giving written notice to the Licensee within 3 months of the date of the damage or destruction.

21.3 Licensee's right of termination

Where the Licensee has not caused or contributed to the damage or destruction of the Licensed Area and the payment of the insurance for the Licensed Area is not refused due to the act or default of the Licensee, the Licensee may give written notice to the City terminating this Licence where the City does not:

21.3.1 give notice to the Licensee pursuant to clause 21.2; or

21.3.2 commence reinstatement within 12 months of the date of damage or destruction.

Upon termination of this Licence, each party is released from all further obligations under this Licence except nothing in this clause releases either party from any breach of this Licence arising prior to the date of termination.

21.4 Dispute resolution

If a dispute arises under this clause about the amount of the Licence Fee or other amounts payable by the Licensee, either party may ask the President of the Australian Property Institute (Victorian Division) to nominate a valuer to determine the dispute as an expert. The parties will be bound by the determination of the valuer and will share the fees of the valuer equally.

21.5 No compensation

The Licensee acknowledges that if the Licensed Area is destroyed or damaged, the Licensee is not entitled to receive any compensation from the City.

22. DISPUTE RESOLUTION

22.1 The City and the Licensee must attempt to resolve any dispute arising in respect of this Licence by the mediation procedure set out in this clause 22, except disputes arising from:

- 22.1.1 unpaid Licence Fee and any other money payable by the Licensee under this Licence and interest charged on those amounts;
 - 22.1.2 a review of the licence fee; or
 - 22.1.3 a dispute to be resolved in another way prescribed by any other provision of this Licence.
- 22.2 The mediation procedure is as follows:
- 22.2.1 The City or Licensee may start mediation by serving a mediation notice on the other.
 - 22.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
 - 22.2.3 the City and the Licensee must jointly request appointment of a mediator. If they fail to agree on the appointment within 7 days of service of the mediation notice, either may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
 - 22.2.4 once the mediator has accepted the appointment the City and the Licensee must comply with the mediator's instructions.
 - 22.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the City and the Licensee in writing, the mediation ceases.
- 22.3 The mediator may fix the charges for the mediation which must be paid equally by the City and the Licensee.
- 22.4 If the dispute is settled, the City and the Licensee must sign the terms of the agreement and these terms are binding.
- 22.5 The mediation is confidential and:
- 22.5.1 statements made by the mediator or the parties; and
 - 22.5.2 discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- 22.6 It must be a term of the engagement of the mediator that the City and the Licensee release the mediator from any court proceedings relating to this licence or the mediation.

23. PERSONAL PROPERTY SECURITIES ACT

- 23.1 In this clause:
- 23.1.1 **PPSA** means the *Personal Property Securities Act 2009* (Cth); and
 - 23.1.2 expressions used in this clause and which are not defined in this Licence but are defined in the PPSA have the meanings given to them in the PPSA.
- 23.2 The City may, at any time, register a financing statement for any security interest arising out of or evidenced by this Licence over any or all of:
- 23.2.1 the City's Fixtures,
 - 23.2.2 any Licensee's Property which the Licensee is required to leave on the Licensed Area at the end of the Licence; and
 - 23.2.3 any other Licensee's Property left on the Licensed Area after the end of the Licence,
- that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. The Licensee waives the right to receive notice under section 157(1) of the PPSA.

23.3 When this Licence:

23.3.1 ends and the Licensee has vacated the Licensed Area and performed all of its obligations under it, or

23.3.2 is transferred,

the City must register a financing change statement with respect to any security interest for which the City has registered a financing statement under clause 23.2.2.

23.4 The Licensee must sign any documents and do anything necessary to enable the City to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the PPSA. In particular, if the Licensee is a natural person, the Licensee must provide the City with the Licensee's date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the City) to confirm the Licensee's date of birth. The City must keep the Licensee's date of birth and any evidence provided to confirm it secure and confidential.

23.5 The Licensee must not register, or permit to be registered, a financing statement in favour of any person other than the City, for any of the City's Fixtures, or any Licensee's Property which the Licensee is required to leave on the Premises at the end of the Licence.

23.6 The Licensee must pay the City's reasonable expenses and legal costs in respect of anything done or attempted by the City in the exercise of its rights or performance of its obligations under this clause or the PPSA.

23.7 In accordance with section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).

23.8 Subject to any requirement to the contrary in the PPSA, notices under this clause or the PPSA may be served in accordance with clause 14 of this Licence.

24. NOTICES

24.1 Delivery of Notices

24.1.1 Any notice required to be served under this Licence must be in writing and may be served:

24.1.1.1 personally to a party;

24.1.1.2 by leaving it at the party's address;

24.1.1.3 by posting it by prepaid post addressed to the party at the party's address; or

24.1.1.4 by electronic mail to the party's email address,

in each case, as specified in the notice details of that party.

24.1.2 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

24.2 Particulars for delivery

24.2.1 The notice details of each party are specified in 0 and Item 2 (or as notified by a party to the other parties in accordance with this clause).

24.2.2 Any party may change its notice details by giving notice to the other parties.

24.3 Time of service

A notice or other communication is deemed served:

24.3.1 if served personally or left at the person's address, upon service;

- 24.3.2 if posted by prepaid post, five Business Days after posting or, if sent via a next day delivery service, on the next Business Day following the day of the posting;
- 24.3.3 if delivered by electronic mail, subject to clause 24.3.4, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient; and
- 24.3.4 if received after 5.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

25. SPECIAL CONDITIONS

This Licence is subject to the Special Conditions. The Special Conditions override any inconsistent provisions in this Licence.

26. GENERAL

26.1 Governing law and jurisdiction

This Licence is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

26.2 Counterparts

This Licence may be executed in counterparts, all of which taken together constitute one document.

26.3 Liability

If a party consists of more than 1 person, this Licence binds them jointly and each of them severally.

26.4 Severability

In this Licence:

- 26.4.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 26.4.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

26.5 Waiver

If the City accepts the Licence Fee or any other monies under this Licence (before or after the end of this Licence) or does not exercise or delays exercising any of the City's rights under this Licence, it will not be a waiver of the breach of this Licence by the Licensee or of the City's rights under this Licence.

26.6 No relationship

No party to this Licence has the power to obligate or bind any other party. Nothing in this Licence will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between the City and the Licensee. Nothing in this Licence will be deemed to authorise or empower the Licensee to act as agent for or with the City.

Signing

This Licence is executed on 24-Jul-2023 | 3:51 PM AEST

Signed on behalf of the **GREATER GEELONG CITY COUNCIL** by **FIONA PORTER**
Manager, Enterprise Program Management Office
pursuant to a properly delegated authority:

)
)
)
1A001FC038A64A0...

DocuSigned by:
[Redacted Signature]

Witness

Executed by **BELREC INCORPORATED ABN 64 529 456**
251 by those authorised to sign on behalf of the Association:

)
)

DocuSigned by:
[Redacted Signature]

Signature of President

Jeffrey R. Jarvis

Print full name

DocuSigned by:
[Redacted Signature]

Signature of Secretary

Jack McNamara

Print full name

Schedule 1 Licence Particulars

Item 1.	City: (Clause 1)	Greater Geelong City Council ABN 18 374 210 672 of 30 Gheringhap Street, Geelong 3220
Item 2.	Licensee: (Clause 1)	Belrec Incorporated of c/- Bell Park Sport and Recreation Club, PO Box 6011 Geelong West 3215
Item 3.	Land: (Clause 1)	The land contained in certificate of title volume 7579 folio 158
Item 4.	Licensed Area: (Clause 1)	Part of the land and buildings known as Hamlyn Park as shown on the plan attached to this Licence as Attachment 1 and known as 34-66 Calvert Street Hamlyn Heights 3215
Item 5.	Commencement Date: (Clauses 1)	01 April 2023
Item 6.	Expiry Date: (Clause 1)	31 March 2026
Item 7.	Term: (Clauses 1 & 2.1)	Three (3) Years
Item 8.	Further Term(s): (Clauses 1 & 2.3)	Not applicable
Item 9.	Last date for exercising the Option for the Further Term: (Clause 2.3.1)	Not applicable
Item 10.	Licence Fee: (Clause 1 & 3)	\$2376.00 plus GST per annum Payable annually in advance, commencing on the Commencement Date, and then on each anniversary of the Commencement Date during the Term and any Further Term.
Item 11.	Market Licence Fee Review Dates: (Clauses 1 & 5)	Not applicable
Item 12.	CPI Adjustment Dates: (Clauses 1 & 6)	Not applicable
Item 13.	Percentage Licence Fee Increase: (Clauses 1 & 7)	<u>Percentage Licence Fee Increase Date:</u> On the first day of each On Season (as that term is defined in special condition 7 of Schedule 2) during the Term and any Further Term, but not within 12 months of the Commencement Date. <u>Percentage Licence Fee increase amount:</u> 2.5% or as determined by the City's annual financial budget.
Item 14.	Permitted Use: (Clauses 1 & 3.1)	Access to clubrooms and changerooms – Football, Netball and Cricket and sublicensing in accordance with the Special Conditions
Item 15.	Permitted Hours:	All hours in the on season
Item 16.	Licensee Installations	Perimeter picket fencing

1. COMMON AREAS

1.1 Definitions

For the purposes of this clause, **Common Areas** means those parts of the Land shown **outlined yellow** on the plan attached to this Licence as **Attachment 1** which are provided by the City for common use.

1.2 Grant of Licence

The City grants the Licensee a licence to use the Common Areas in common with others for the purposes for which they were constructed for the Term and any Further Term starting on the Commencement Date.

1.3 Licensee's Obligations

The Licensee must:

- 1.3.1 keep the Common Areas clean and tidy;
- 1.3.2 not obstruct, and must ensure that its employees and invitees do not obstruct, the Common Areas; and
- 1.3.3 not interfere with any services in or about the Common Areas.

1.4 End of Licence

The licence granted pursuant to special condition 1.2 automatically terminates at the end of this Licence.

2. FAIR PLAY CODE

2.1 In this special condition **Fair Play Code** means the fair play code adopted by the Victorian Government on 1 July 2018 as amended from time to time, or, if repealed, replaced or superseded by another such similar code or document, that code or document.

2.2 The Licensee acknowledges that it:

- 2.2.1 has obtained a copy of the Fair Play Code which is available at <https://sport.vic.gov.au/publications-and-resources/community-sport-resources/fair-play-code>; and
- 2.2.2 must comply with the Fair Play Code during the Term and any Further Term.

2.3 This special condition is an essential term.

3. MEMBERSHIP OF LICENSEE

The Licensee must:

- 3.1 permit residents and ratepayers of the municipality to become members of the Licensee upon satisfying the Licensee's reasonable requirements for membership;
- 3.2 upon demand, inform the City of the number of members of the Licensee; and

- 3.3 within 7 days of demand, provide all necessary documents to the City to verify the membership of the Licensee.

4. LIQUOR LICENCE

4.1 The Licensee must:

- 4.1.1 seek the prior written consent of the City before applying for any licence or permit under the *Liquor Control Reform Act 1998* (Vic) (**Liquor Licence or Permit**), or applying for any variation, removal, transfer, surrender or release of the Liquor Licence or Permit or nominating any person to be a licensee or permittee;
- 4.1.2 produce the Liquor Licence or Permit to the City for inspection upon demand;
- 4.1.3 comply with any conditions of the Liquor Licence or Permit imposed by the City;
- 4.1.4 comply with all conditions of the Liquor Licence or Permit and all laws relating to the licence or permit;
- 4.1.5 not allow the Liquor Licence or Permit to be cancelled or suspended;
- 4.1.6 renew the Liquor Licence or Permit and notify the City in writing within 14 days of the renewal;
- 4.1.7 promptly notify the City in writing if the Liquor Licence or Permit is cancelled or suspended or if the Licensee receives any notice, summons or fine in relation to the Liquor Licence or Permit; and
- 4.1.8 indemnify the City for any damages or costs incurred in relation to the Liquor Licence or Permit or a breach of this clause by the Licensee; and
- 4.1.9 at the end of the Term or earlier termination of this Licence, if requested by the City:
 - 4.1.9.1 transfer the Liquor Licence or Permit to the City or a person nominated by the City (**City's Nominee**);
 - 4.1.9.2 do everything necessary or reasonably required by the City or the City's Nominee to cause the transfer to be completed; and
 - 4.1.9.3 execute and deliver to the City all documents required to comply with the *Liquor Control Reform Act 1998* (Vic), any other law or any requirement of any relevant authority for the period up to the date the Liquor Licence or Permit is transferred to another person.

- 4.2 If, after 7 days of receiving any documents required to be executed by the Licensee under special condition 4.1.9.3, the Licensee has not executed any such document then the Licensee:

- 4.2.1 irrevocably appoints the City as its attorney to execute that document; and
- 4.2.2 ratifies and confirms whatsoever its attorney may lawfully do or purport or cause to be done under this power of attorney.

- 4.3 If the Liquor Licence or Permit is cancelled, suspended, terminates or expires for any reason then this will not affect any of the parties' other rights or obligations under this Licence. This Licence will continue in full force and effect despite any such cancellation, suspension, termination or expiry.

- 4.4 The Licensee must ensure the training programmes for the Licensee's staff cover the responsible service of alcohol.

5. TERMINATION FOR MUNICIPAL PURPOSES OR REDEVELOPMENT

- 5.1 If the City has a genuine proposal to use the Land for municipal purposes or to redevelop the Land that cannot practicably be carried out without vacant possession of the Licensed Area, the City may give the Licensee at least 6 months' written notice (**Termination Notice**) that:
- 5.1.1 the City proposes to change the use of the Land or carry out that work; and
 - 5.1.2 this Licence will end on a specified date.
- 5.2 After the City has given a Termination Notice, the Licensee may terminate this Licence at any time before the termination date in the Termination Notice by giving the City at least seven days' notice of termination.
- 5.3 The Licensee must:
- 5.3.1 continue to observe all the terms of this Licence (including payment of the Licence Fee and other monies due to the City) until the termination date; and
 - 5.3.2 vacate the Licensed Area on the termination date and return the Licensed Area to the City in the condition required by this Licence.
- 5.4 If the City complies with the provisions of this special condition 5.1 the Licensee will not be entitled to any compensation from the City in respect of any loss or damage that the Licensee incurs.

6. EXISTING IMPROVEMENTS

- 6.1 In this Special Condition, **Existing Improvements** means all means all buildings, structures, paving, earthworks, fences, fittings, fixtures and chattels contained on the Land at the Commencement Date whether installed by the City, the Tenant or a previous tenant or occupier of the Land. Refer to item 16 of schedule 1 for existing improvements.
- 6.2 On the Commencement, ownership of the Existing Improvements vests in the Tenant and the Existing Improvements form part of the Tenant's Improvements for the purposes of this Licence.
- 6.3 The City does not represent that the Existing Improvements are fit for the Permitted Use or for any other purpose.
- 6.4 The responsibility of the Existing Improvements is solely with the Licensee. The Licensee must maintain and keep in good repair all Licensee installations. Any work that is required to be completed must be done by a suitably qualified tradesman who is inducted into the City. No work may be carried out without the knowledge of a City officer.
- 6.5 The Licensee must insure all improvements.
- 6.6 Despite special condition 6.1 the Tenant is not entitled to sell, dispose of or alienate the Existing Improvements during the Term (including any period of overholding) without the City's prior written consent.

FAIR PLAY SPECIAL CONDITIONS

7. DEFINITIONS

- 7.1 In these Special Conditions:
- 7.1.1 **Booked Times** means the times for which the City has approved the Licensee to use the Grounds in accordance with special condition 9;

- 7.1.2 **Building** means the building at the Licensed Area, which is shown in red on the plans attached as Attachment 1;
- 7.1.3 **Grounds** means the area of the Licensed Area (including playing grounds) other than the Building, which are show in blue on the plans attached as Attachment 1;
- 7.1.4 **Off Season** means any time other than the On Season;
- 7.1.5 **On Season** means the season dates applicable to the primary sport played by the Licensee that are specified in the Determination of the Minister for Tourism, Sport and Major Events entitled Division of Seasons and Occupation of Crown Lands used as grounds for Australian Rules Football competition and Cricket competition dated 27 March 2019 attached in Attachment 3, or if the Determination is replaced, the new Determination (regardless of whether the Licensed Area is Crown land); and
- 7.1.6 **Other Club** means any person or body that holds a licence of the Licensed Area for the Off Season.

8. TIMES OF USE

- 8.1 Subject to this Licence, the Licensee:
- 8.1.1 may use the Building at any time during the On Season, and not otherwise; and
- 8.1.2 may use the Grounds at Booked Times during the On Season, and not otherwise.
- 8.2 By notice to the Licensee, the City may limit the Licensee's use of the Grounds to manage ground conditions or perform maintenance.

9. BOOKING OF GROUNDS

- 9.1 The Licensee must book the times it wishes to use the Grounds in accordance with the following procedure or any other procedure the City specifies from time to time:
- 9.1.1 The Licensee must complete a Seasonal Booking Request in the form provided by the City no later than 60 days before the commencement of the On Season. The Licensee must not request a booking for times that are not required for its sporting purposes;
- 9.1.2 Within 30 days of receiving the Licensee's Seasonal Booking Request, the City will provide a Seasonal Booking Confirmation detailing the times and dates it has approved the use of the Licensed Area by the Licensee;
- 9.1.3 If the Licensee wishes to change the Booked Times, it must apply in writing to the City at least 21 days in advance. The City will endeavour to accommodate the Licensee's request and will notify the changes it has approved. If the changes increase the Licensee's use of the Licensed Area, the City may increase the Licence Fee.

10. SHARED USE WITH OTHER CLUB

- 10.1 The Licensee acknowledges that the City may grant another person or body a licence to use the Licensed Area during the Off Season.
- 10.2 The Licensee will use its best endeavours in good faith to reach agreement with the Other Club regarding the payment of Services, including any adjustment between the Licensee and the Other Club with reference to the dates of the On Season and Off Season.
- 10.3 The Licensee must permit the Other Club to use the Licensed Area during the On Season where that use is reasonably necessary for the Other Club's sporting purposes, and the time of the use does not conflict with times at which it is reasonably necessary for the Licensee to use the Licensed Area for its sporting purposes.

- 10.4 By arrangement with the Other Club, the Licensee may use the Licensed Area during the Off Season where that use is reasonably necessary for the Licensee's sporting purposes, and the time of the use does not conflict with times at which it is reasonably necessary for the Other Club to use the Licensed Area for its sporting purposes.

11. SUBLICENSING OF GROUNDS

- 11.1 Except as provided for in special condition 10, the Licensee must not sublicense, or otherwise permit any person to use, the Grounds.
- 11.2 The Licensee acknowledges that the City may permit another person to use the Grounds outside the Licensee's Booked Times.

12. SUBLICENSING OF BUILDING

- 12.1 The Licensee must not unreasonably refuse a request to make the Building available for casual hire to:
- 12.1.1 a community group for social, recreational or sporting purposes; or
 - 12.1.2 an individual or organisation for a private function,
- (Hirer) provided always that the Hirer's proposed use of the Building:
- 12.1.3 is consistent with the Permitted Use;
 - 12.1.4 is not predominantly a commercial venture or activity; and
 - 12.1.5 does not detrimentally impact the amenity of local residents.
- 12.2 The Licensee may charge a fee for the use of the Building, provided it is reasonable having regard to:
- 12.2.1 the character of the Hirer;
 - 12.2.2 the nature of the Hirer's proposed use of the Building;
 - 12.2.3 the City's desire for the community to be able to hire the Building where that does not conflict with the Licensee's use; and
 - 12.2.4 the Licence Fee payable by the Licensee under this License.
- 12.3 The Licensee must ensure that before occupying the Building, a Hirer:
- 12.3.1 enters into a hire agreement with the Licensee on terms acceptable to the City from time to time (**Hire Agreement**); and
 - 12.3.2 provides evidence to the Licensee of its public risk insurance for not less than \$20 million for each event in a form satisfactory to the City, unless the Licensee's public risk insurance extends to include the Hirer.
- 12.4 The Licensee acknowledges that if the Licensee hires out the Building, the Licensee remains responsible for complying with all obligations under this Licence, and in particular, is responsible for any damage caused to the Building by any Hirer or any other person in the Building with the consent of the Licensee.
- 12.5 If the City requests, the Licensee must give the City within 90 days of the end of each financial year:
- 12.5.1 a written report detailing all Hire Agreements entered into by the Licensee during the previous financial year, including:
 - 12.5.1.1 the dates on which the Hirers occupied the Building;

12.5.1.2 the names, addresses and telephone number for each Hirer;

12.5.1.3 the approximate number of patrons who attended the Building while they were occupied by the Hirers; and

12.5.1.4 details all fees and charges paid by the Hirers

(Occupation Records);

12.5.2 the minutes of the annual general meeting of the Licensee (**Meeting**) which shows that the Occupation Records were tabled at the Meeting; and

12.5.3 an audited financial report, including a statement of assets and liabilities and profit and loss statement for the Licensee for that financial year.

13. REPORTING TO CITY

13.1 The Licensee will provide the following information to the City upon request:

13.1.1 The number of members of the Licensee and aggregated data regarding the level of participation of members, their age and their gender; and

13.1.2 Details of steps taken by the Licensee to develop a healthier, more welcoming and inclusive club.

14. MAINTENANCE

The Licensee must ensure all fixtures and equipment used to carry out the Licensee's activities are in safe working order.

15. MISCELLANEOUS

15.1 The Licensee must:

15.1.1 appoint a liaison officer with authority to communicate and act on behalf of the Licensee in any discussions with the City;

15.1.2 ensure that all litter is placed in bins provided and clean the Licensed Area, spectator areas and car parks servicing the Licensed Area;

15.1.3 not restrict public access to and use of the Grounds outside the Booked Times;

15.1.4 not display or allow anyone to display any permanent sign or advertisement on the Licensed Area. However the Licensee may display a temporary sign on event days if the Licensee has obtained the City's prior written consent.

15.2 If, and only if, the Licensee obtains the City's approval, the Licensee may mark the Grounds provided that the markings are not permanent.

15.3 The Licensee must, before the beginning of each season, provide the City with a copy of its fixtures for that season.

15.4 The Licensee must not permit any person to smoke at the Licensed Area in contravention of the *Tobacco Act 1987* (Vic), or in any area designated as a non-smoking area.

15.5 The Licensee must inspect the Grounds and Building before using them for any activity, and must not proceed with the activity if the Licensed Area are unsafe for use. The Licensee must promptly notify the City if the Licensed Area are unsafe.

15.6 The City may direct the Licensee as to whether play shall take place in the event of unfavourable weather or ground conditions or a risk to safety. The Licensee must comply with the City's direction.

- 15.7 The Licensee must not allow the Building or Grounds to be used for any of its semi-finals or final games or matches, or those of any association, competition or league in which it participates, without applying in writing to the City at least six weeks before the event and obtaining consent in writing.

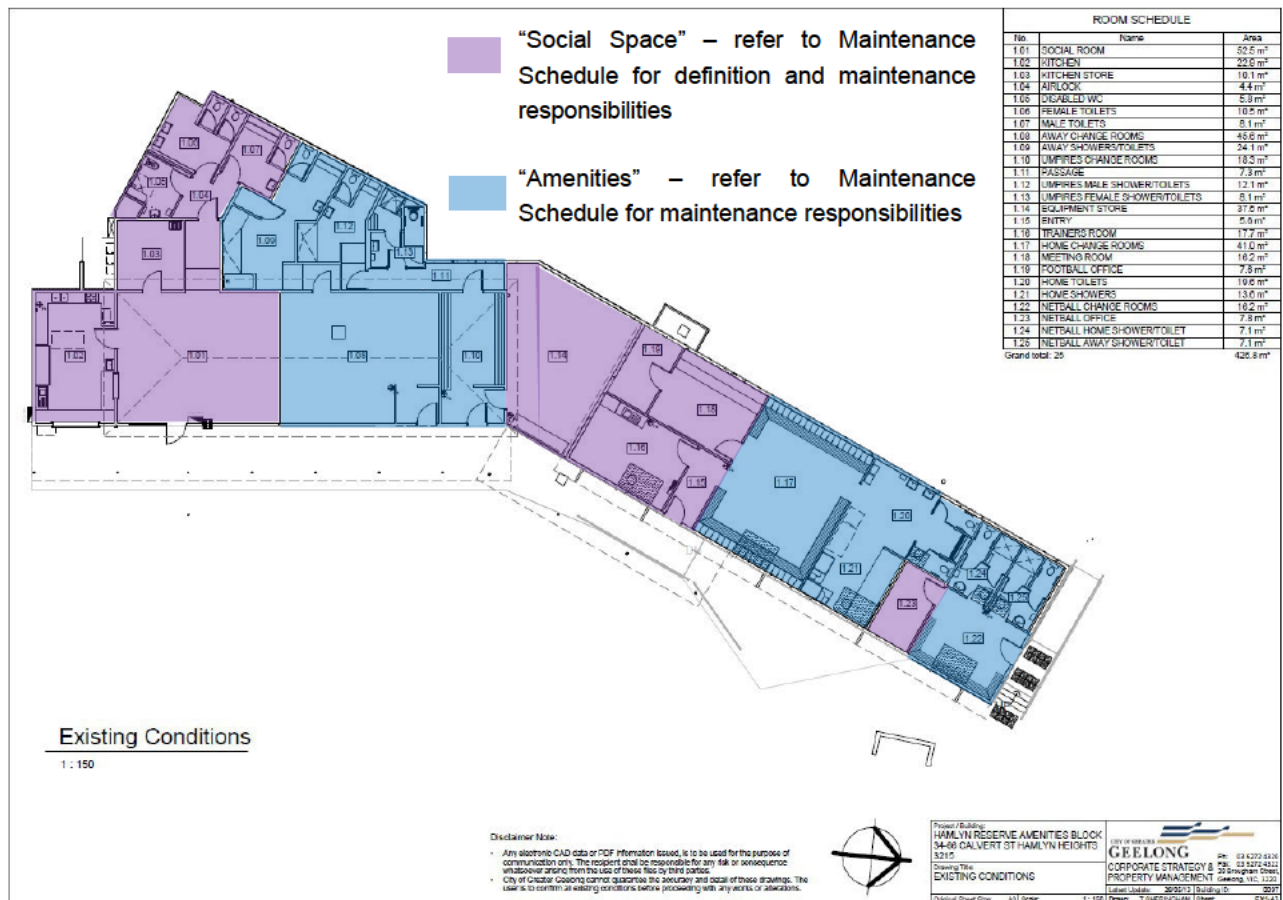
16. SERVICES

The Licensee must pay for all costs (including, but not limited to all connection costs, consumption and service charges, rates and levies) for all Services connected to the Premises and consumed by the Licensee.

17. COUNCIL'S POWER TO INCREASE LICENCE FEE

- 17.1 By giving at least 28 days' written notice to the Licensee, the City may increase the Licence Fee with effect from each Percentage Licence Fee Increase Date in accordance with any resolution of the City Council.
- 17.2 If the City gives notice under special condition 17.1, the percentage Licence Fee increase provided for by clause 7 will not occur on that Percentage Licence Fee Increase Date.
- 17.3 If the City gives notice under special condition 17.1, the Licensee may terminate this Licence by written notice to the City within 21 days of the City's notice. If the Licensee does not terminate this Licence under this special condition, it agrees to the increased Licence Fee.

Attachment 1 Plan of Licensed Area





Attachment 2 Maintenance Schedule

THE CITY OF
GREATER GEELONG

MAINTENANCE SCHEDULE FAIR PLAY LICENCES



BELREC INCORPORATED – HAMLYN PARK – BUILDING ID 0097

DISCLAIMER - The purpose of this document is to identify the responsibilities of the Tenant/Licensee and the City regarding maintenance. It should be read in conjunction with the conditions in the Lease or Licence agreement.

INSTRUCTIONS - This Maintenance Schedule is to be read by the Tenant/Lessee representative and each page signed by the representative to confirm acceptance of responsibility as documented for each item.

THE TENANT/LESSEE MUST REPORT DAMAGE, FAULTS AND ISSUES

- TO REPORT ANY MAINTENANCE ISSUES, there are 3 options:

- Via the Geelong City App [Geelong City on the App Store \(apple.com\)](https://apple.com)
- Geelong City website [Contact the City of Greater Geelong \(geelongaustralia.com.au\)](https://geelongaustralia.com.au)
- Phone Customer service on 03 5272 5272

For emergencies maintenance out of hours phone 5272 5272 and follow the prompts for assistance

OVERARCHING PROVISION	DEFINITION	REQUIREMENT
MISUSE	For the purposes of this Maintenance Schedule, misuse means damage caused to the Leased/Licensed area, including but not limited to the interior or exterior of the building, services or items, by the Tenant/Licensee and/or their employees, agents, invitees, contractors and any other entity the Tenant/Licensee, Sub-lessee/Sub-licensee/Hires the building to.	The Tenant/ Licensee is responsible for repair/replacement costs for part of the property, item, or services within the property damaged due to Misuse, regardless of the assignment of responsibility for an item in this Maintenance Schedule or the Lease or Licence,
SOCIAL SPACE	The leased or licensed area identified as the Social Space, which may be fitted with a bar, a commercial kitchen, toilets and amenities and anything contained therein, whether installed by the Tenant/Licensee or the City, is solely the responsibility of the Tenant/Licensee. Essential Services being the exception.	The Tenant/Licensee has sole responsibility for all maintenance, repair and replacement of the Social Space and anything contained therein regardless of the assignment of responsibility for an item in this Maintenance Schedule or the Lease or Licence, The City are responsible for Essential Safety Measures in the Social space only.
WORKS AND CONTRACTORS	Works include works on the internal or external building and property which are structural, cosmetic or to services. Contractors are qualified and or licenced to undertake the Works. Contractors must be a City preferred contractor or complete the City's contractor induction prior to commencing works, in all circumstances. Contractors must provide insurances and comply with City's induction requirements.	The Tenant/Licensee must obtain written approval for all Works to be undertaken on the property prior to commencement of the works.

MAINTENANCE ITEM	TENANT / LICENSEE	CITY OF GREATER GEELONG
AUDITS	Program related audits as related to program guidelines.	Organise building or site related audits as required according to the City's facility maintenance procedures.
AV (AUDIO VISUAL) EQUIPMENT	Full responsibility of internal and external installations including monitors, projectors, screens & televisions etc.	No responsibility
CAFÉ/ BISTRO BLINDS AND SCREENS	Full Responsibility.	No responsibility
COACHES BOX, DUGOUTS & GRANDSTAND SEATING	Full responsibility including services to the coaches box, dugouts and grandstand seating	No responsibility
CURTAINS & BLINDS	Full responsibility.	No responsibility
CLEANING	Full responsibility Ensure cleaning methods of change rooms does not damage buildings	No responsibility
COOLROOMS	Full responsibility for servicing and maintaining compliance.	No responsibility
COMMERCIAL KITCHENS & BARS	Full responsibility	No responsibility
DISHWASHERS	Full Responsibility The upgrade of any existing dishwasher must be approved by the City.	No responsibility
ELECTRICAL WIRING AND FITTINGS	Full responsibility within the social space	Responsible for all issues from main electrical supply including the switchboard, power points, switches, and light fittings.
EMERGENCY EVACUATION PROCEDURE	Responsible for undertaking six-monthly or annual fire drills and emergency evacuation procedures and ensuring users understand the procedure. Comply with the maximum occupancy of the building noted within the Certificate of Occupancy.	Provide an Evacuation Plan and ensure this plan is installed in a suitable location and checked on annual inspection.
EXTERNAL PATHS	Responsible for notifying the City of any trip hazards on the pathways. Upgrades or redesigning of pathways/landscaping subject to approval from the City.	Address path issues if they form part of paths of travel and if deemed trip hazards outside of egress and ingress (Paths of Travel). Consider any request for upgrades of pathways.
FENCES/GATES	Full responsibility	No responsibility
FLAG POLES	Full responsibility if Tenant/licensee installation. Responsible for replacing flags. Responsible for notifying the City of damaged, broken or vandalised flag poles.	Responsible for replacement and repair due to fair wear and tear or vandalism of City installed flag poles.
FLOOR SURFACES AND COVERINGS	Keep all floors and insert mats in good and safe condition.	Repair/replace or resurface/reseal flooring due to fair wear and tear and replace recessed mats when existing become worn or unsafe.

MAINTENANCE ITEM	TENANT / LICENSEE	CITY OF GREATER GEELONG
FOOD HANDLING	Responsible for ensuring that services within kitchen offered comply with Food Handling and Health and Local Laws	No responsibility.
GARBAGE COLLECTION	Provision of bins and bags. Collection costs associated with registration and collection.	No responsibility.
GLASS/MIRRORS - INTERNAL	Full responsibility within the social space	Responsible for repair or replacement due to fair wear and tear.
GRAFFITI & VANDALISM	Responsible for the cost of removal of all internal graffiti as well as costs for repair due to internal vandalism Report all external building graffiti to the Graffiti hotline: 03 5272 4319 or email: graffiti@geelongcity.vic.gov.au	Responsible for removal of external building graffiti and repairs due to vandalism.
GREASE TRAPS	All ongoing fees and regular cleaning including Trade Waste Permits as determined by Barwon Water. Service History to be updated and available upon request.	Initial registration with Barwon Water when installed with no ongoing maintenance.
GREY WATER/ SEWAGE	No responsibility.	Full responsibility
HEATING AND COOLING	Cost of installation of additional heating and cooling subject to approval from the City. Full responsibility for Tenant/Licensee installations. Full responsibility for all installations in *Social space including external equipment.	Full responsibility for the City's installations, replacement of equipment at end of economic life, servicing and maintenance of fixed heating/cooling systems.
HOT WATER	Full responsibility within social space	Responsible for areas outside of the *Social Space
INSURANCE – CONTENTS, BUILDING AND PUBLIC LIABILITY	Responsible for insuring contents and Sports Lights insurance. All Tenants/ Licensees must hold Public Liability insurance for a minimum sum insured of \$20m.	Responsible for the building insurance and City of Greater Geelong owned equipment/fixtures.
KEYS AND LOCKS (ALSO SEE SECURITY)	No locks are to be changed without the City's approval. Maintain a register of those people who have access to the building (key holders, those with access codes, swipes, fobs, etc) and notify the City of loss of keys, swipes, etc. Request additional key cutting through the City and pay associated costs. Keys must be returned from discontinued users and if they are not returned the Tenant/Licensee will be responsible for costs associated with re-keying that area if deemed necessary by the City. Responsible for cost of key replacement due to loss or <i>misuse</i> . External Key boxes are not permitted	Issue of keys at commencement of tenancy. Repair or replace due to faults or fair wear and tear. This includes replacement of door closers and locks at the end of their economic life, maintenance of all doors and fittings including closers and realignment of internal doors.
LANDSCAPING, GARDENING, LAWNS AND OUTSIDE MAINTENANCE INCLUDING REDESIGN (EXC. TREES)	Full responsibility for outdoor garden maintenance including garden beds within carpark area and around perimeter of building and any costs associated with redesign of outdoor area, subject to City approval including nature strips on adjoining property.	No responsibility
LIFTS (GOODS & SERVICE)	Responsible for all call out costs incurred due to misuse or negligence.	Full responsibility

MAINTENANCE ITEM	TENANT / LICENSEE	CITY OF GREATER GEELONG
LIGHT GLOBES/FITTINGS – EXTERNAL	No responsibility	Coordinate repair or replacement of, including security lighting
LIGHT GLOBES/FITTINGS – INTERNAL	Replacement of globes at economical life. Full Responsibility of Replacement of globes/ LED at economical life.	Replacement of globes at economical life. Full Responsibility of Replacement of globes/ LED at economical life.
MURALS	Must obtain approval from the City before any installations Removal and maintenance of any murals during and prior to end of Licence or as alternatively agreed with the City.	Consider requests case by case.
NATURE STRIPS	Responsibility to maintain, in accordance with necessary standards/regulations including weeding, mowing and edging turf.	No responsibility unless nature strip falls within a City of Greater Geelong Recreation reserve
NON-FIXED EQUIPMENT PURCHASE AND REPLACEMENT (BUILDING CHATTELS)	Responsibility in accordance with necessary standards/regulations. All electrical equipment must be tested and tagged by a registered electrician or when new equipment is installed. Inventory to be completed annually at the commencement of each calendar year. Responsible for costs associated with the purchase of new equipment.	No responsibility.
OVENS	Responsible for cleaning and maintenance. Responsible for replacement at the end of usable life. Approval to upgrade any existing oven to be approved by the City. Responsible for cleaning of extraction canopies in commercial kitchens (including filters) and responsible for keeping records.	No responsibility
PAINTING – INTERNAL AND EXTERNAL	Full responsibility within social space	As needed and determined by the City's maintenance program.
PEST CONTROL	Responsible for keeping all areas clean and free of all rodents, spiders, ants, bees etc. Responsible for all Pest Control except white ants.	Responsible for Pest Control relating only to white ants.
PLUMBING	Full responsibility within social space	Responsible for the repair/replacement of all plumbing fixtures including washers and taps due to fair wear and tear excluding social rooms Consideration will be given for requests and/or upgrades.
ROOFING	No responsibility.	Full responsibility.
SANITARY DISPOSAL UNITS	Responsible for costs associated with the supply and servicing of sanitary disposal units.	No responsibility
SCOREBOARDS - ELECTRONIC & STATIC	Full responsibility including services the scoreboards – Electronic and static	No responsibility

SECURITY/ALARM SYSTEM	Full responsibility.	No responsibility.
--------------------------	----------------------	--------------------

MAINTENANCE ITEM	TENANT / LICENSEE	CITY OF GREATER GEELONG
	The City requires emergency access to all facilities and the Tenant/Licensee is obliged to provide security alarm codes and instructions to the City.	
SEPTIC TANKS	Responsible for the costs of any maintenance and repair due to misuse.	Responsible for maintenance of the septic system.
SHADE STRUCTURES	Full responsibility	No responsibility
SHEDS	Full responsibility	No responsibility
SERVICES – POWER, WATER, GAS, TELEPHONE ETC	Responsible for all costs associated with the usage of the services to the building, including but not limited to the payment of all usage accounts. In the case of shared facilities, committees must abide by their responsibilities and proportional costs (outgoings) as stated in formal agreements.	Responsible for approving upgrades or new connections.
SIGNAGE	Tenant/Licensee signage must be approved by the City prior to installation and maintained by the Tenant/Licensee.	The City will consider requests for signage upgrades if National Construction Code or Australian Standard compliance issues arise. Maintain all internal and external signage, other than the Tenants/ Licensee signage.
SOLAR PANELS & SOLAR PANEL BATTERIES	Must obtain approval prior to installation. Must install system approved by the City and include approved safe roof access to system	Full responsibility after installation for maintenance and inspections of all approved installations.
SPORTS LIGHTS	Full responsibility including services to the sports lights. Required to take out and maintain appropriate insurance.	No responsibility
STORM WATER	No responsibility	Full responsibility
TREES	Report issues relating to existing trees, i.e. tree damage, request tree removal, pruning. Planting of new trees must first be approved by the City.	Regular tree inspections and maintenance. Provide advice on appropriate tree species and ensure that tree issues are responded to.
WALL FINISHES AND CEILING LININGS	Full responsibility within social space	Maintain, repair, or replace as required due to fair wear and tear
WATER TANKS	Full responsibility if water tank is not connected to building.	Full responsibility if water tank is connected to the building services, including ongoing maintenance. No responsibility for water tanks not integrated into the building services
WINDOWS	If keys are lost to lockable windows the Tenant/Licensee is required to fund replacement keys or total replacement of locks if deemed necessary by the City.	Maintain all operation and locking mechanisms of windows. Responsible for repairing damaged windows to the building as a result of fair wear and tear. Responsible for replacement of external glass due to vandalism

ESSENTIAL SAFETY MEASURES					
ITEM	TENANT / LICENSEE	CITY OF GREATER GEELONG	TICK AS REVIEWED		
			Not Applicable	City Reviewed	Tenant Reviewed
AIR HANDLING SYSTEMS (USED FOR SMOKE HAZARD MANAGEMENT)	See mechanical ventilation (incorporate a cooling tower or hot or warm water system)	Full responsibility			
EXIT DOORS	Ensure all exits are kept readily accessible, functional, and clear of obstructions.	Full responsibility for maintenance and repair			
EARLY WARNING AND INTERCOMMUNICATION SYSTEMS		Full responsibility			
EMERGENCY LIFTS	Responsible for all call out costs incurred due to <i>misuse</i> or negligence.	Full responsibility			
EMERGENCY LIGHTING		Coordinate repair of faulty fittings or those at the end of their economic life. Replacement of globes at economical life.			
EMERGENCY POWER SUPPLY		Full responsibility			
EMERGENCY WARNING SYSTEMS		Full responsibility			
EXIT SIGNS AND LIGHTS		Full responsibility			
FIRE CONTROL CENTRES/FIRE CURTAINS AND DOORS		Full responsibility			
FIRE EXTINGUISHERS	Ensure extinguishers are kept readily accessible and clear of obstruction	Full responsibility, other than stolen or expelled extinguishers as a result of <i>misuse</i> . Arrange annual maintenance and recharging if expelled for fire prevention.			
FIRE DETECTION AND ALARM SYSTEMS		Full responsibility			
FIRE HYDRANTS		Full responsibility			
FIRE ISOLATED STAIRS		Full responsibility			
FIRE RATED MATERIALS		Full responsibility			
FIRE WINDOWS		Full responsibility			
MECHANICAL VENTILATION	Responsible for compliance for maintaining and to provided evidence of such annually.	Full responsibility, except where servicing sporting club *Social Space			
FIRE ISOLATED PASSAGEWAYS AND RAMPS		Full responsibility			

PATHS OF TRAVEL TO EXITS	Ensure all paths of travel are kept readily accessible, functional, and clear of obstructions.	Full responsibility for paths of travel egress only.			
---------------------------------	--	--	--	--	--

ESSENTIAL SAFETY MEASURES

SMOKE ALARMS		Full responsibility where the City has installed approved building code smoke alarm systems			
SMOKE CONTROL SYSTEMS		Full responsibility			
SPRINKLER SYSTEMS		Full responsibility			

Maintenance Schedule: Version4 May 2022

**SIGNED BY TENANT/LESSEE REPRESENTATIVE ACKNOWLEDGING RESPONSIBILITIES CONTAINED WITHIN
MAINTENANCE SCHEDULE**

NAME: Jeffrey R. Jarvis

SIGNATURE:





Department of Jobs, Precincts and Regions

**Division of Seasons and Occupation of Crown Lands used as grounds for
Australian Rules Football competition and Cricket competition**

DETERMINATION

In view of the differences which have arisen between Cricket authorities and Australian Rules Football authorities in regard to the respective lengths of the cricket and football seasons and arrangements for pre-season ground preparation and practice for each sport on playing grounds in Victoria which are Crown Lands and the desirability in the public interest that a determination be made to define the seasonal arrangements, I, the Hon Martin Pakula, Minister for Tourism, Sport and Major Events for the State of Victoria, hereby determine the following terms and conditions in respect of such grounds. This determination applies from 1 April 2019 to 31 March 2022 (inclusive) and is only applicable where there is joint tenancy of football and cricket users.

1 FOOTBALL

1.1 *The Football Season*

- 1.1.1 The football season shall be confined to the period beginning on the 1st April and ending on the 30th September in each year.

1.2 *Home and Away Games*

- 1.2.1 During the football season each Football Club shall have full and unrestricted use of its home grounds until the end of the home and away matches. Access may be limited by the relevant responsible body tasked with preparing the Ground (hereinafter called the "Ground Manager").
- 1.2.2 The Cricket club may, with consent of and subject to conditions of the Football Club, use the ground for cricket practice. This may also require permission of the Ground Manager

1.3 *Finals*

- 1.3.1 Upon completion of the home and away games, the Football Club may continue to use the ground for semi finals and final matches and for practice whilst any club teams that regularly train at the venue are still contenders for the appropriate championship, or if the ground is a designated venue for the final series of the league. Such designation to be made by the local controlling body no later than 30 days prior to the use of such venue and controlling councils so informed.

THE CITY OF
GREATER GEELONG

DISCLOSURE STATEMENT RENEWAL OF LEASE

GREATER GEELONG CITY COUNCIL
ABN 18 374 210 672

TO

BELREC INCORPORATED
A002053A

PREMISES:
68 CALVERT STREET, HAMLYN HEIGHTS 3215

LANDLORD'S DISCLOSURE STATEMENT ON RENEWAL OF LEASE

by the Landlord under section 26(1) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord for renewed leases under section 26(1) of the **Retail Leases Act 2003**, and must be provided to the Tenant with a copy of the proposed lease at least 21 days before the end of the current lease.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant no later than 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before renewing a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT by the Landlord

Landlord:	Greater Geelong City Council
Tenant:	BELREC Incorporated
Premises:	68 Calvert Street, Hamlyn Heights 3215
Information current as at:	13 January 2023

PART 1 KEY INFORMATION

1	Renewal of lease
1.1	Date on which the option to renew the lease agreement for the premises was exercised, or date on which all of the parties to the lease entered into an agreement to renew the lease. 9 January 2023
1.2	Details of any changes from previous disclosure statement None.

2	Alteration works
2.1	<p>Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
2.2	<p>Details of any changes from previous disclosure statement</p> <p>None.</p>
3	Other matters
3.1	<p>Are there any other matters that may materially affect the tenant's ongoing business and are not referred to in the lease? [e.g. <i>current legal proceedings, planned changes to tenancy mix</i>]</p> <p><input checked="" type="checkbox"/> Yes – Hamlyn Reserve is subject to a master plan</p> <p><input type="checkbox"/> No</p>
3.2	<p>Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms?</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No – not known at this point in time, but could be depending on the outcome of the masterplan for Hamlyn Reserve</p>
3.3	<p>Details of any changes from previous disclosure statement</p> <p>None.</p>
4	Other monetary obligations and charges
4.1	<p>Outline any other costs arising under the renewed lease not including costs that are referred to in the statement of outgoings under section 47 of the Act and are not referred to in the lease:</p> <p>None.</p>
4.2	<p>Details of any changes from previous disclosure statement</p> <p>None.</p>
4A	Changes to previous disclosure statement
<p>The term of the new lease is three (3) years starting on 1 October 2022.</p> <p>There are no further terms.</p> <p>The starting annual base rent payable from 1 October 2022 is \$17,721 per annum plus GST.</p> <p>See attached an updated table of outgoings estimates for the 12-month period from 1 July 2022 to 30 June 2023.</p>	

PART 2 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

5 Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- the landlord has not knowingly withheld information that may materially affect the tenant's ongoing business.
-

Warning to landlord when completing this disclosure statement:

- the tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.
-

6 Landlord's signature

6.1 Name of landlord

Greater Geelong City Council

6.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

DocuSigned by:
X.....
A785F15341F640B...

6.3 Name of the landlord's authorised representative or landlord's agent

Travis Kirwood, Manager – Property, Procurement & Assets

6.4 Date 16-Jan-2023 | 9:20 AM AEDT

PART 3 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

7 Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.

8 Tenant's signature

It is important that a tenant seek independent legal and financial advice before renewing the lease.

8.1 Name of tenant

BELREC INCORPORATED

8.2 Signed by the tenant or for and on behalf of the tenant

DocuSigned by: DocuSigned by:
X..... X.....
09E60E5F75A94E5... B56807E2C7A344A...

8.3 Name of the tenant's authorised representative

Jeffrey Jarvis Jozo Ivisic

X.....

8.4 Date 02-Feb-2023 | 6:17 PM PST

05-Feb-2023 | 5:20 PM PST

Outgoings estimates (annual) for the 12 month period

1 July 2022 to 30 June 2023

		Estimate per annum for the building (excluding GST)
1.	Administration	
	Administration costs (excluding management fees and wages)	None
	Management fees	None
2.	Air conditioning/temperature control	
	Air conditioning maintenance	Payable by the Tenant
	Air conditioning operating costs	Payable by the Tenant
3.	Building management	
	Body corporate/strata levies	None
	Building intelligence services	None
	Energy management services	Payable by the Tenant
	Gardening and landscaping	The City undertakes scheduled works at Hamlyn Reserve
	Insurance	Payable by the Tenant
	Pest control	Payable by the Tenant
	Ventilation	Payable by the Tenant
4.	Building security	
	Caretaking	None
	Emergency systems	Payable by the Tenant
	Fire protection	Payable by the Tenant
	Security services	Payable by the Tenant
5.	Cleaning	
	Cleaning consumables	Payable by the Tenant
	Cleaning costs (excluding consumables)	Payable by the Tenant
6.	Government rates and charges	
	Local government rates and charges	\$975.55
	Water, sewerage and drainage rates and charges	Payable by the Tenant
	Fire services property levy	\$649.40
	(Note: under section 50 of the Retail Leases Act 2003, the landlord may not claim land tax as an outgoing)	
7.	Repairs	

	Repairs and maintenance	Payable by the Tenant
	Sinking fund for repairs and maintenance	Payable by the Tenant
	(Note: under section 41 of the Retail Leases Act 2003, the landlord may not claim the capital costs of the building in which the premises are located)	
8.	Utility services	
	Electricity	Payable by the Tenant
	Gas	Payable by the Tenant
	Oil	None
	Water	Payable by the Tenant
9.	Waste management	
	Sewerage disposal	Payable by the Tenant
	Waste collection and disposal	Payable by the Tenant
10.	List any other outgoings	
11.	Estimated tenant contribution to outgoings	\$1,624.95

Retail leases: important facts for tenants

We're here for small business

RETAIL LEASES

What you need to know

A landlord must provide this information before you sign a copy of the proposed lease to a potential tenant. soon as they enter into a lease negotiations, with that person. Failure to do this is an offence under section 15 of the Retail Leases Act 2003 (the Act).

The importance of your lease

It's important to understand your rights and responsibilities under your lease and the Act

A lease is an important, enforceable legal document, so it's a **good** idea to get advice from a lawyer experienced in leasing law before you sign anything.

CHECKLIST

- ☐ Have you read the lease in full?
- ☐ Have you read the lease, closure statement which the landlord must give you at least 14 days before you enter into the lease?
- ☐ Do you know you will be entitled to a minimum five-year lease (including my option for a further lease term) unless you choose to accept a lesser term? To do this, you need to apply for a certificate at <https://www.vsbcc.vic.gov.au/voor-rioms-and-responsibilities-five-year-waiver-certificates>

- ☐ How much is the rent and how can it be increased? \$.....
- ☐ How much is the security deposit / bank guarantee? \$.....
- ☐ What other costs do you need to pay (including any fit-out costs)? \$.....
- ☐ What is the due date for writing to the landlord to take up my option to renew the lease (i.e. further lease term)?
- ☐ Have you completed an inspection report and taken photos of the premises?
- ☐ Do you need any council approval to run your business?
- ☐ Have you considered getting legal advice?



COMMONLY ASKED QUESTIONS

When does a lease start?

A lease starts when you receive possession of the premises, or you start paying rent. The lease is signed by both you and the landlord.

You shouldn't do any of these things unless you are happy to go ahead with the lease:

Will the documents show I will be given a written lease?

The landlord must give you a disclosure statement and the proposed lease at least 14 days before entering into a lease.

A disclosure statement contains information you need to know to make an informed decision about entering into a lease, including details about:

- the premises, including a plan if available, and the lettable area
- structures, fixtures, plant and equipment provided by the landlord
- the permitted use
- the term of the lease and length of any options to renew
- works, fit out, refurbishment and alterations
- outgoings (costs you must pay), rent and rent adjustments

If the landlord doesn't give you a disclosure statement you may be able to withhold rent after notifying the landlord.

What do I need to make sure I understand before signing?

It's important to understand:

- the starting rent and rent increases
- outgoings and other occupation costs
- the permitted use of the premises and how long it will take to get any permits
- your obligation to restore the premises to the original state at the end of the lease.

What does the Act require landlords to do?

It requires landlords to:

- give you a copy of the lease within 28 days of signing
- repair and maintain the premises, structure, appliances, fittings and fixtures provided under the lease (except if you have agreed to maintain essential safety measures)
- provide annual estimates of outgoings (if these aren't provided, you don't have to pay outgoings) and reconciliation statements
- hold a security deposit in a separate bank account
- pay for capital costs, cost of preparing the lease and cost of complying with the Act
- give reminder notices about lease options and renewals (if these notices aren't given, your lease can be extended automatically)
- not unreasonably withhold consent to transfer (assign) your lease (the Act includes requirements if you wish to transfer your lease to a new tenant).

These requirements automatically form part of your lease and can't be overridden, even if your lease states otherwise.

HOW WE CAN HELP

The Victorian Small Business Commission provides guidance on the Retail Leases Act 2003 and a low-cost dispute resolution service for resolving disputes between landlords, tenants and guarantors.

If a landlord and tenant have a dispute about a market rent increase and can't agree on their own valuer, we can appoint a specialist retail valuer to determine the rent.



THE CITY OF
GREATER GEELONG

DEED OF RENEWAL AND VARIATION OF LEASE

GREATER GEELONG CITY COUNCIL
AND
BELREC INCORPORATED

Contents

1.	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation.....	2
1.3	Entire agreement.....	2
2.	Renewed Lease	3
3.	Tenant's Installations	3
4.	Retail Leases Act.....	3
5.	Guarantor still liable.....	3
6.	Costs.....	3
6.1	Legal costs and expenses.....	3
6.2	Stamp duty	3
7.	GST	3
7.1	Definitions	3
7.2	GST exclusive	3
7.3	Increase in consideration.....	3
7.4	Tax invoice	4
8.	General	4
8.1	Electronic signatures	4
8.2	Governing law and jurisdiction	4
8.3	Counterparts	4
8.4	Liability.....	4
8.5	Severability	4
	Signing Page	5
	Schedule 1 Particulars.....	6
	Schedule 2 Variations to Lease.....	7
	Schedule 3 Lease.....	8

DEED OF RENEWAL AND VARIATION OF LEASE

This Deed is made on the date specified on the signing page.

PARTIES

Greater Geelong City Council as set out in Item 1 of Schedule 1; The

Tenant named in Item 2 of Schedule 1; and

The Guarantor named in Item 3 of Schedule 1.

BACKGROUND

A. The City leased the Premises to the Tenant under the Lease.

B. The Guarantor guaranteed the Tenant's obligations to the City under the Lease pursuant to the Guarantee.

C. The Tenant has exercised its option for the further term contained in the Lease.

D. The parties have agreed to enter into this Deed to record the terms of the Renewed Lease for the
Renewed Term.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless expressed or implied to the contrary:

Expression	Meaning
City	the City specified in Item 1 and includes the City's successors and assigns and where it is consistent with the context includes the City's employees and agents.
Deed	this deed of renewal of lease executed by the parties and all schedules and annexures.
Guarantee	the guarantee specified in Item 9.
Guarantor	the party (if any) named in Item 3.
Item	an item in Schedule 1.
Lease	the lease for the Premises specified in Item 8.
Particulars	the particulars of this Deed set out in Schedule 1.
Premises	the premises specified in Item 4.
Renewal Commencing Rent	the renewal commencing rent specified in Item 10.
Renewal Date	the date specified in Item 5.
Renewed Lease	the lease granted by the City to the Tenant pursuant to this Deed.
Renewed Term of	the term specified in Item 6 and includes any extension or period overholding.
Tenant	the party named in Item 2 and includes the Tenant's successors and assigns and where it is consistent with the context includes the

Tenant's employees, agents, invitees and persons the Tenant allows on the Premises.

Variations

the variations to the Lease set out in Schedule 2.

1.2 Interpretation

In this Deed, unless expressed to the contrary:

1.2.1 words denoting the singular include the plural and vice versa;

1.2.2 the word 'includes' in any form is not a word of limitation;

1.2.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;

1.2.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Deed;

1.2.5 no rule of construction applies to the disadvantage of the party preparing this Deed on the basis that it prepared or put forward this Deed or any part of it;

1.2.6 a reference to:

1.2.6.1 a gender includes all other genders;

1.2.6.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced from time to time and includes any subordinate legislation issued under it;

1.2.6.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;

1.2.6.4 writing includes writing in digital form;

1.2.6.5 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;

1.2.6.6 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Deed;

1.2.6.7 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, landlord or tenant, licensee or licensor, trustee or beneficiary or otherwise;

1.2.6.8 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;

1.2.6.9 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and

1.2.6.10 any body other than the parties to this Deed or any party to whom the Lease is assigned in accordance with the Lease (Original Body) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

1.3 Entire agreement

This Deed documents the entire agreement between the parties in connection with its subject matter and supersedes and cancels any contract, agreement, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or an agent of a party) prior to entering into this Deed.

2. RENEWED LEASE

- 2.1** The City leases the Premises to the Tenant for the Renewed Term starting at the Renewal Commencing Rent on the Renewal Date on the same terms and conditions as the Lease (except for the Renewed Term and the Renewal Commencing Rent) subject to the Variations.
- 2.2** The City and the Tenant agree that they will each observe and perform the terms of the Lease as if those terms had been specified in this Deed subject to the Variations.

3. TENANT'S INSTALLATIONS

The parties acknowledge and agree that, despite any provision of the Lease to the contrary, ownership of the Tenant Installations does not revert to the City on expiry of the Lease but remains vested in the Tenant.

4. RETAIL LEASES ACT

If the *Retail Leases Act 2003* (Vic) applies to the Renewed Lease, the Tenant acknowledges having received from the City a disclosure statement in the form prescribed by the *Retail Leases Act 2003* (Vic).

5. GUARANTOR STILL LIABLE

If the Lease contained a guarantee, the Guarantor agrees with the City that:

- 5.1** the Guarantor's obligations under the Guarantee continue to apply to the Renewed Lease for the Term; and
- 5.2** the Guarantor must comply with the terms of the Guarantee as if those terms had been inserted in this Deed.

6. COSTS

6.1 Legal costs and expenses

The Tenant must pay the City's legal costs and expenses in relation to the negotiation, preparation and execution of this Deed except to the extent to which such costs are not payable pursuant to the Act.

6.2 Stamp duty

The Tenant must pay all stamp duty (including all fines and penalties) on the Deed.

7. GST

7.1 Definitions

In this clause:

- 7.1.1** words and expressions that are not defined in this Deed but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 7.1.2** GST means GST within the meaning of the GST Law and includes penalties and interest; and
- 7.1.3** GST Law has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

7.2 GST exclusive

Except as otherwise provided by this Deed, all consideration payable under this Deed in relation to any supply is exclusive of GST.

If GST is payable in respect of any supply made by a supplier under this Deed (GST Amount), the recipient must pay to the supplier an amount equal to the GST payable on the supply. Subject to clause 7.4, the recipient must pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Deed in full and without deduction, set off, withholding or counterclaim (unless otherwise provided in this Deed).

7.4 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 7.3.

8. GENERAL

8.1 Electronic signatures

The parties acknowledge and agree that before signing this Deed, they each consented to it being signed and exchanged using electronic means.

8.2 Governing law and jurisdiction

This Deed is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

8.3 Counterparts

This Deed may be executed in counterparts, all of which taken together constitute one document.

8.4 Liability

If a party consists of more than one person, this Deed binds them jointly and each of them severally.

8.5 Severability

In this Deed:

- 8.5.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 8.5.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

Signing Page

Executed by the parties as a deed.

Date of execution: 06-Feb-2023 | 1:15 PM AEDT

Signed, sealed and delivered for and on behalf of the
Greater Geelong City Council by **TRAVIS KIRWOOD**
Manager, Property, Procurement and Assets, pursuant to
a properly delegated authority:

)
)
)
)
)

DocuSigned by:

AA65FCD3A28445C...

Witness

Krystle Stosic

Print Full name

Executed as a deed by **BELREC INCORPORATED**
A0012053A in accordance with section 38 of the *Associations*
Incorporation Reform Act 2012 (Vic):

DocuSigned by:

09E80E5F75A94E5...

Signature of Committee Member/Secretary

DocuSigned by:

... Signature of Committee Member

Jeffrey Jarvis

Print Full name

Jozo Ivisic

Print Full name

Schedule 1 Particulars

Item	Details	
Item 1.	City:	Greater Geelong City Council ABN 18 374 210 672 of 30 Gheringhap Street, Geelong 3220
Item 2.	Tenant:	Belrec Incorporated A0012053A of 68 Calvert Street,
Item 3.	Guarantor:	Not applicable
Item 4.	Premises:	The Land described in the Lease as the land contained in Certificate of Title Volume 7579 Folio 158 and situated on Hamlyn Reserve, 68 Calvert Street , Hamlyn Heights 3215
Item 5.	Renewal Date:	1 October 2022
Item 6.	Renewed Term:	Three (3) years
Item 7.	Further Term(s):	Not applicable.
Item 8.	Lease:	<p>The lease constituted by the following documents:</p> <ul style="list-style-type: none"> (a) The Lease dated 3 November 2016 between the City and Tenant; and (b) Renewal of Lease dated 25 November 2019 between the City and Tenant; <p>copies of which are attached in Schedule 3.</p>
Item 9.	Guarantee:	Not applicable.
Item 10.	Renewal Commencing Rent:	\$17,721 plus GST per annum payable monthly in advance.

Schedule 2 Variations to Lease

Nil.

Schedule 3 Lease

LEASE

Greater Geelong City Council

ABN 18 374 210 672

to

BELREC Inc

A0012053A

Premises	Part of 68 Calvert Street, Hamlyn Heights 3215 known as "Hamlyn ReseNe"	
Commencement Date	1 October 2016	
Expiry date	30 September 2019	
Options	Two (2) further terms of three (3) years each	
File Number	199/MONTH/2007	Krystle Stosic

Lease of Real Estate

with Guarantee & Indemnity (Commercial Property)

Part of 68 Calvert Street, Hamlyn Heights VIC 3215



Important Notices To The Person Preparing This Lease

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 22 and not in the lease conditions. If the lease is one to which the *Retail Leases Act 2003* (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

JUSTITIA

ET

LIBERTAS

[Ref: I

© Copyright August 2014

Contents

1. DEFINITIONS AND INTERPRETATION	4	7.4	Essential terms	12
2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS	6	7.5	Notice before termination for repudiation or event to which section 146 does not apply	12
2.1	Payment and use obligations	6	7.6	Effect of non-enforcement
2.2	Negative use obligations	7	8. DESTRUCTION OR DAMAGE	12
2.3	Tenant's insurance	7	8.1	Abatement in case of damage
3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES		8.2	Reinstatement where premises not substantially destroyed	12
3.1	Tenant's general repair obligations	8	8.3	Substantial destruction
3.2	Tenant's specific repair obligations	8	8.4	Insurance cover denied due to tenant act or omission
3.3	Exceptions to tenant's obligations	9	8.5	Resolution of disputes
4. LEASE TRANSFER AND SUBLETTING	9	9. CONSENTS AND WARRANTIES	12	
4.1	No transfer or subletting	9	9.1	Consents and approvals
4.2	Landlord's consent	9	9.2	Whole agreement
4.3	Request for consent	9	10. OVERHOLDING AND ABANDONMENT OF THE PREMISES	12
4.4	Deemed consent	9	10.1	Holding over
4.5	Execution of document	9	10.2	Certain conduct not waiver
4.6	Payment of landlord's expenses	9	11. RENT REVIEWS TO MARKET	13
4.7	No licence or sharing arrangements	9	11.1	Market review procedure
4.8	Obligations of transferor after transfer	10	11.2	Determination binding
5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT	10	11.3	Valuer's fee	14
5.1	Yield up at end of term	10	11.4	Rent pending determination
5.2	Indemnity by tenant	10	11.5	Delay in market review
5.3	Release by tenant	10	12. FURTHER TERM(S)	14
5.4	Building outgoing	10	12.1	Exercise of option to renew
5.5	Transfer of premises by landlord	10	12.2	Terms of renewed lease
5.6	Payment of cheque	11	12.3	Director's guarantees
6. LANDLORD'S OBLIGATIONS	11	13. SECURITY DEPOSIT	14	
6.1	Quiet possession	11	13.1	Payment of security deposit
6.2	Landlord's insurance	11	13.2	Interest on security deposit
6.3	Mortgagee's consent	11	13.3	Use of security deposit
6.4	Landlord's repair obligations	11	13.4	Refund of unused security deposit
7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS	11	13.5	Bank guarantee as security deposit	14
7.1	Termination by landlord for default	11	13.6	Replacement guarantee on change of landlord
7.2	Damages	11		
7.3	Section 146 <i>Property Law Act</i> 1958	12		

Copyright

The document is copyright. The document may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited (ABN 32 075 475 731) for each specific transaction that is authorised. Any person who has purchased a physical copy of this precedent document may only copy it for the purpose of providing legal services for the specific transaction or documenting the specific transaction. "Specific transaction" means common parties entering into a legal relationship for the sale and purchase of the same subject matter.

Contents

14. NOTICES	14
14.1 Service of notices	14
14.2 Time notices served	15
14.3 Notices by email	15
15. OBLIGATIONS OF GUARANTOR(S) UNDER GURANTEE AND INDEMNITY	15
15.1 Guarantee and indemnity	15
15.2 Guarantee and indemnity not affected by certain events	15
15.3 Insolvency of tenant	15
15.4 Unenforceability of tenant's obligations	15
15.5 Multiple guarantors	15
15.6 Deemed breaches of lease	15
16. DISPUTE RESOLUTION	15
16.1 Provision for mediation	15
16.2 Mediation procedure	16
16.3 Mediator's fees	16
16.4 Terms of settlement	16
16.5 Mediation confidential	16
16.6 Release of mediator	16
16.7 Mediator not bound by natural justice	16
16.8 VCAT proceedings	16
17. GST	16
17.1 Terms used	16
17.2 Amounts GST exclusive	16
17.3 Recipient of supply to pay amount for GST	16
17.4 Reimbursements	16
17.5 Tax Invoice	16

18. CONSUMER PRICE INDEX	16
18.1 CPI formula	16
18.2 Delay in publications of index	17
18.3 Change in CPI basis	17
18.4 CPI discontinued	17
18.5 No decrease unless Act applies	17
19. IF PREMISES ONLY PART OF THE LETTALBE AREA OF THE BUILDING	17
19.1 Application of clause	17
19.2 Naming rights and logos	17
19.3 External surfaces and outside areas	17
19.4 Landlord reserves certain rights	17
19.5 No obstruction of common areas	17
19.6 Building rules	17
20. PERSONAL PROPERTY SECURITIES ACT	17
20.1 Interpretation	17
20.2 Landlord may register financing statement	17
20.3 When lease ends	17
20.4 Tenant to co-operate	18
20.5 Tenant not to register	18
20.6 Tenant to pay landlord's expenses	18
20.7 Confidentiality	18
20.8 Service of PPSA notices	18
21. ADDITIONAL PROVISIONS	18
22. LANDLORD WARRANTY	18

The **landlord** leases the **premises** to the **tenant** for the **term** and at the **rent** and on the conditions set out in this lease together with all necessary access over any **common areas**.

The **guarantor**, if any, agrees to be bound by the **guarantor's** obligations set out in this lease.

Lease Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in **bold print** have the meaning set out opposite them -

EXPRESSION	MEANING
accounting period	the period of 12 months ending 30 June or other period of 12 months adopted by the landlord in respect of this lease for recovery of building outgoings and includes any broken periods at the start and end of the term
Act	the <i>Retail Leases Act 2003</i> (Vic)
Building	any building in which the premises are located, including the landlord's installations
Building outgoings	<p>any of the following expenses (excluding capital expenses and expenses whose recovery from the tenant would be contrary to applicable legislation) incurred in respect of the land, the building, the premises or any premises in the building which include the premises -</p> <ul style="list-style-type: none">(a) rates, levies and assessments imposed by any relevant authorities;(b) taxes including land tax (unless the Act applies), calculated on the basis that the land is the only land of the landlord liable to tax and is not subject to a trust but excluding income tax and capital gains tax;(c) the costs of maintaining and repairing the building and the landlord's installations and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the landlord from its insurer);(d) premiums and charges for the following insurance policies taken out by the landlord -<ul style="list-style-type: none">(i) damage to and destruction of the premises for their replacement value for the risks listed in item 11,(ii) removal of debris,(iii) breakdown of landlord's installations,(iv) breakage of glass,(v) public risk for any single event for the amount stated in item 12 (if none is stated, \$10 million) or other amount reasonably specified from time to time by the landlord, and(vi) loss of rent and outgoings for the period stated in item 13 or, if none is stated, 12 months, <p>and excesses paid or payable on claims,</p> <p>and, if the premises occupy only a part of the lettable area of the building, the following further items -</p> <ul style="list-style-type: none">(e) costs incurred in providing services to the building and the land including -<ul style="list-style-type: none">(i) heating,(ii) cooling,(iii) air-conditioning,(iv) cleaning,(v) pest control,(vi) waste collection,(vii) lighting,(viii) landscaping and garden maintenance,(ix) security, and(x) fire safety prevention, detection and control;(f) accountancy and audit fees; and

	<p>(g) costs of whatever description, reasonably incurred by the landlord in the administration, management or operation of the building and the land, whether incurred by the landlord directly or as owners corporation levies, at cost to the landlord on the basis that an expense is deemed to have been paid at the time it fell due for payment</p>
building rules	any rules adopted from time to time for the building , including the rules of any owners corporation affecting the premises
common areas	<p>areas in the building or on the land that are under the control of the landlord and are used or intended for use -</p> <p>(a) by the public; or</p> <p>(b) in common by tenants of premises in the building in relation to the carrying on of businesses on those premises,</p> <p>other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis</p>
Consumer Price Index	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
CPI review date	a date specified in item 16(b)
fixed review date	a date specified in item 16(c)
GST	GST within the meaning of the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)
guarantor	the person named in item 3
item	an item in the schedule to this lease
land	the parcel of land on which the building is erected and which is described in item 4(b)
landlord possession of the	<p>the person named in item 1, or any other person who will be entitled to premises when this lease ends</p>
landlord's installations	any property of the landlord , other than land or fixtures, from time to time in the premises or on the land and includes the property listed in item 5
lettable area	<p>unless the Act applies and requires otherwise -</p> <p>(a) in relation to the premises, the area let; and</p> <p>(b) in relation to the building, the total area of the building that is let or licensed or intended to be let or licensed, other than on a casual basis.</p> <p>When it is necessary to measure the lettable area of the building or any part of the building, the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement</p>
market review date	a date specified in item 16(a)
permitted use	the use specified in item 15
PPSA	the <i>Personal Property Securities Act 2009</i> (Cth)
premises	the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises
rent	the amount in item 6 , as varied in accordance with this lease
review date	a date specified in item 16
start of the lease	the first day of the term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
tenant transferred	the person named in item 2 , or any person to whom the lease has been
tenant's agents	the tenant's employees, agents, contractors, customers and visitors to the premises
tenant's installations	the items of equipment and fittings listed in item 7 and those introduced by the tenant after the lease starts
term	the period stated in item 8

16-80084

valuer
13DA(2) of the

a person holding the qualifications or experience specified under section
Valuation of Land Act 1960 (Vic) and, if the **Act** applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the **premises**. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person -
 - (a) the acts and omissions of any of them bind all of them; and
 - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the **landlord**, **tenant** or **guarantor** is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The **tenant** is bound by and answerable for the acts and omissions of the **tenant's agents**.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This lease includes the schedule.
- 1.14 The parties consider that the application of the **Act** to this lease is as specified in **item 15** and, if **item 15** states that the **Act** does not apply, that the reason is as specified in **item 15**.

2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS

2.1 The **tenant** must -

- 2.1.1 pay the **rent** without any set-off (legal or equitable) or deduction whatever to the **landlord** on the days and in the way stated in **item 9** without the need for a formal demand. The **landlord** may direct in writing that the **rent** be paid to another person. The **rent** is reviewed on each **review date** specified in **item 16** -
 - (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
 - (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and
 - (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in **item 16** in respect of that **fixed review date**.
- 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
- 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water and telephone.
- 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant's** operations.
- 2.1.5 pay the proportion of the **building outgoings** specified in **item 10** in accordance with clause 5.4.
- 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the **landlord** as the result of the **tenant's** use of the **premises**.
- 2.1.7 pay within 7 days of a request interest at the rate stated in **item 14** on any **rent** or other money which the **tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
- 2.1.8 pay within 7 days of a request the **landlord's** reasonable expenses and legal costs in respect of -
 - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
 - (b) change to this lease requested by the **tenant** whether or not the change occurs,

- (c) the surrender or ending of this lease (other than by expiration of the **term**) requested by the **tenant**, whether or not the lease is surrendered or ended,
 - (d) the transfer of this lease or subletting of the **premises** or proposed transfer or subletting whether or not the transfer or subletting occurs,
 - (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,
 - (f) any breach of this lease by the **tenant**, or
 - (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**,
- but, if the **Act** applies, only to the extent to which the **Act** permits recovery.
- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.
 - 2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the **premises**.
 - 2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.
 - 2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.
 - 2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.
- 2.2 The **tenant** must not, and must not let anyone else -
- 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
 - 2.2.2 use the **premises** for any illegal purpose.
 - 2.2.3 carry on any noxious or offensive activity on the **premises**.
 - 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
 - 2.2.5 conduct an auction or public meeting on the **premises**.
 - 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **premises**.
 - 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -
 - (a) it to become void or voidable,
 - (b) any claim on to be rejected, or
 - (c) a premium to be increased.
 - 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use**, or create fire hazards.
 - 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
 - 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
 - 2.2.11 make any alteration or addition, or affix any object, to the **premises** except with the **landlord's** written consent; consent is at the **landlord's** discretion for any alteration, addition or affixation affecting the structure of the **building** or any of the infrastructure for the provision of services to the **building** but, otherwise, clause 9.1 applies. In undertaking any work for which the **landlord's** consent has been obtained, the **tenant** must strictly conform to plans approved by the **landlord** and comply with all reasonable conditions imposed on that consent by the **landlord** and the requirements of each authority with jurisdiction over the **premises**.
 - 2.2.12 bring onto the **premises** any object which, due to its nature, weight, size or operation, might cause damage to the **premises**, the **building**, or the effective operation of the infrastructure for the provision of services to the **premises** or the **building** without the **landlord's** written consent.
 - 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the **premises**, the **building**, or in any property of which the **premises** are part.
- 2.3 The **tenant** must -
- 2.3.1 take out and keep current an insurance cover for the **premises** in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in

item 12 or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.

- 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
- 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

3.1 Subject to clause 3.3, the **tenant** must -

- 3.1.1 keep the **premises** in the same condition as at the **start of the lease**, except for fair wear and tear; and
- 3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term** except any notices or orders that applicable legislation makes the responsibility of the **landlord**.

3.2 In addition to its obligations under clause 3.1, the **tenant** must -

- 3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term viewed as one continuous period.
- 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
- 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
- 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
- 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
- 3.2.6 promptly give written notice to the **landlord** or **landlord's** agent of -
 - (a) damage to the **premises** or of any defect in the structure of, or any of infrastructure for the provision of services to, the **premises**,
 - (b) receipt of a notice or order affecting the **premises**,
 - (c) any hazards threatening or affecting the **premises**, and
 - (d) any hazards arising from the **premises** for which the **landlord** might be liable.
- 3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's agents**.
- 3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during normal business hours, after giving reasonable notice (except in cases of emergency) -
 - (a) to inspect the **premises**,
 - (b) to carry out repairs or agreed alterations, and
 - (c) to do anything necessary to comply with notices or orders of any relevant authority,bringing any necessary materials and equipment.
- 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **tenant** is obliged to make good under this lease. If the **tenant** does not comply with the notice, the **landlord** may carry out the repairs and the **tenant** must repay the cost to the **landlord** within 7 days of a request.
- 3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the **Act** applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire.
- 3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.
- 3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** directions for the use and return of keys or keycards.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
 - (a) to valuers and to the **landlord's** consultants,
 - (b) to prospective purchasers at any time during the **term**, and
 - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)

and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the **permitted use**.

- 3.2.15 maintain any grounds and gardens of the **premises** in good condition, tidy, free from weeds and well-watered.
- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the **premises**.
- 3.3 The **tenant** is not obliged -
 - 3.3.1 to repair damage against which the **landlord** must insure under clause 6.2 or to reimburse the **landlord** for items of expense or damage that would be covered under insurance of the type specified unless the **landlord** loses or, where the **landlord** has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the **tenant** or the **tenant's agents**.
 - 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
 - (a) negligence by the **tenant** or the **tenant's agents**,
 - (b) failure by the **tenant** to perform its obligations under this lease,
 - (c) the **tenant's** use of the **premises**, other than reasonable use for the **permitted use**,
or
 - (d) the nature, location or use of the **tenant's installations**,in which case the repairs, alterations or payments are the responsibility of the **tenant**.
 - 3.3.3 to carry out any work that applicable legislation makes the responsibility of the **landlord**.

4. LEASE TRANSFERS AND SUBLETTING

- 4.1 The **tenant** must not transfer this lease or sublet the **premises** without the **landlord's** written consent, and section 144 of the *Property Law Act 1958* (Vic) and clause 9.1 do not apply.
- 4.2 The **landlord** -
 - 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the **premises** if the **tenant** has complied with the requirements of clause 4.3 and the proposed transferee or subtenant proposes to use the **premises** in a way permitted under this lease. If the **Act** applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.
 - 4.2.2 may withhold consent at the **landlord's** discretion if the **Act** does not apply, and a transfer of this lease would result in the **Act** applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the **landlord's** consent to a transfer or sublease the **tenant** must -
 - 4.3.1 ask the **landlord** in writing to consent to the transfer or sublease,
 - 4.3.2 give the **landlord** -
 - (a) in relation to each proposed new tenant or sub-tenant such information as the **landlord** reasonably requires about its financial resources and business experience and if the **Act** does not apply, any additional information reasonably required by the **landlord** to enable it to make a decision, and
 - (b) a copy of the proposed document of transfer or sublease, and
 - 4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.
- 4.4 If the **Act** applies and -
 - 4.4.1 the **tenant** has asked the **landlord** to consent to a transfer and complied with clause 4.3 and section 61 of the **Act**, and
 - 4.4.2 the **landlord** fails to respond by giving or withholding consent to the transfer within 28 days, then the **landlord** is to be taken as having consented.
- 4.5 If the **landlord** consents to the transfer or sublease, the **landlord**, **tenant** and new tenant or sub-tenant and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The **tenant** must pay the **landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.

- 4.7 Except by a transfer or sublease to which the **landlord** has consented, or is to be taken as having consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises** without the **landlord's** written consent; consent is at the **landlord's** discretion.
- 4.8 Subject to the **Act**, if it applies, the obligations to the **landlord** of every **tenant** who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the **tenant** in possession. This clause does not prevent the **landlord** from enforcing rights which arise before this lease ends.

5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When the **term** ends, the **tenant** must -
- 5.1.1 return the **premises** to the **landlord** clean and in the condition required by this lease, and
 - 5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.
- If the **tenant** leaves any **tenant's installations** or other **tenant's** property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise -
- 5.1.3 all items of **tenant's installations** and **tenant's** property will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's installations** or other property of the **tenant** and recover the costs of removal and making good as a liquidated debt payable on demand; and
 - 5.1.4 the parties intend that clause 5.1.3 operate in relation to **tenant's installations** and **tenant's** property in place of any legislation that might otherwise apply to goods remaining on the **premises**.
- 5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's agents** while using the **premises**.
- 5.3 The **tenant** -
- 5.3.1 uses and occupies the **premises** at its own risk, and
 - 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from incidents occurring on the **premises** (except to the extent caused or contributed to by the **landlord**, or a person for whom the **landlord** is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7.
- 5.4 In relation to **building outgoings** -
- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but, if the **landlord** requires, the **tenant** must pay when due a **building outgoing** for which the **tenant** receives notice directly and reimburse the **landlord** within 7 days of a request all **building outgoings** for which notices are received by the **landlord**.
 - 5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in item 10.
 - 5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may, or if the **Act** applies must, give the **tenant** an estimate of **building outgoings** for the **accounting period**.
 - 5.4.4 despite clause 5.4.1, if the **landlord** requires, the **tenant**, must pay its share of the estimated **building outgoings** by equal monthly instalments during the **accounting period** on the days on which **rent** is payable (after allowing for **building outgoings** paid directly or separately reimbursed by the **tenant**).
 - 5.4.5 if the **Act** applies, the **landlord** must make a statement of **building outgoings** available during each **accounting period** as required by the **Act**.
 - 5.4.6 within 3 months after the end of an **accounting period**, the **landlord** must give the **tenant** a statement of the actual **building outgoings** for the **accounting period** (if the **Act** applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the **Act** applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
 - 5.4.7 the **tenant** must pay any deficiency or the **landlord** must repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
 - 5.4.8 the parties must make an appropriate adjustment for any **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.

- 5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.
- 5.6 Payment or tender by cheque is not effective until clearance of funds.

6. LANDLORD'S OBLIGATIONS

- 6.1 The **landlord** must give the **tenant** quiet possession of the **premises** without any interruption by the **landlord** or anyone connected with the **landlord** as long as the **tenant** does what it must under this lease.
- 6.2 The **landlord** must take out at the start of the **term** and keep current policies of insurance for the risks listed in **item 11** against -
- 6.2.1 damage to and destruction of the **building**, for its replacement value,
 - 6.2.2 removal of debris,
 - 6.2.3 breakdown of **landlord's installations**, and
 - 6.2.4 breakage of glass, for its replacement value.
- 6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.
- 6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** and the **landlord's installations** in a condition consistent with their condition at the **start of the lease**, but is not responsible for repairs which are the responsibility of the **tenant** under clauses 3.1, 3.2 and 3.3.2.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 the **rent** is unpaid after the day on which it falls due for payment,
 - 7.1.2 the **tenant** does not meet its obligations under this lease,
 - 7.1.3 the **tenant** is a corporation and -
 - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
 - (b) goes into liquidation,
 - (c) is placed under official management,
 - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
 - (e) without the **landlord's** written consent, there is a different person in effective control of the **tenant** as a result of changes in -
 - (i) membership of the company or its holding company,
 - (ii) beneficial ownership of the shares in the company or its holding company, or
 - (iii) beneficial ownership of the business or assets of the company,

but this paragraph does not apply if the **tenant** is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one.

"Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
 - 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
 - 7.1.5 a **guarantor** is a natural person and -
 - (a) becomes bankrupt,
 - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966* (Cth),
 - (c) makes an assignment for the benefit of their creditors, or
 - (d) enters into a composition or arrangement with their creditors,
 - 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
 - 7.1.7 the **tenant**, without the **landlord's** written consent -
 - (a) discontinues its business on the **premises**, or
 - (b) leaves the **premises** unoccupied for 14 days.
- 7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full **term**) for breaches of its obligations under this lease.

- 7.3 For the purpose of section 146(1) of the *Property Law Act* 1958 (Vic), 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 7.4 Breach by the **tenant** of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 17. Other **tenant** obligations under this lease may also be essential.
- 7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), or for an event to which section 146(1) of the *Property Law Act* 1958 (Vic) does not extend, the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.
- 7.6 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

8. DESTRUCTION OR DAMAGE

- 8.1 If the **premises** or the **building** are damaged so that the **premises** are unfit for use for the **permitted use** or inaccessible-
 - 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit for the **permitted use**, and accessible, and
 - 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the unfitness for use or inaccessibility.
- 8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as soon as reasonably practicable.
- 8.3 If the **premises** or the **building** are wholly or substantially destroyed -
 - 8.3.1 the **landlord** is not obliged to reinstate the **premises** or the **building**, and
 - 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **landlord** or the **tenant** may end this lease by giving the other written notice.
- 8.4 The **tenant** will not be entitled to suspension of **rent** or **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **tenant** or the **tenant's agents**.
- 8.5 If the **Act** does not apply and there is a dispute under this clause, the **landlord** or the **tenant** may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the **landlord** and **tenant** may refer the dispute to mediation under clause 16 unless item 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

9. CONSENTS AND WARRANTIES BY THE PARTIES

- 9.1 Subject to the **Act** (if it applies), the **landlord** must not unreasonably withhold its consent or approval to any act by the **tenant** or matter which needs consent or approval unless any other clause provides otherwise, but -
 - 9.1.1 the **landlord** may impose reasonable conditions on any consent or approval, and
 - 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.
- 9.2 This lease, together with (if the **Act** applies) any disclosure statement, contains the whole agreement of the parties. Neither the **landlord** nor the **tenant** is entitled to rely on any warranty or statement in relation to -
 - 9.2.1 the conditions on which this lease has been agreed,
 - 9.2.2 the provisions of this lease, or
 - 9.2.3 the **premises**
 which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the **term** -
 - 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,

- 10.1.2 the **landlord** or the **tenant** may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 10.1.3 the monthly rent starts at one-twelfth of the annual **rent** which the **tenant** was paying immediately before the **term** ended unless a different rent has been agreed, and
- 10.1.4 the **landlord** may increase the monthly rent by giving the **tenant** one month's written notice.
- 10.2 If the **tenant** vacates the **premises** during the **term**, whether or not it ceases to pay **rent** -
 - 10.2.1 the **landlord** may -
 - (a) accept the keys;
 - (b) enter the **premises** to inspect, maintain or repair them, or
 - (c) show the **premises** to prospective tenants or purchasers,

without this being re-entry or an acceptance of repudiation or a waiver of the **landlord's** rights to recover **rent** or other money under this lease.
 - 10.2.2 this lease continues until a new tenant takes possession of the **premises**, unless the **landlord**-
 - (a) accepts a surrender of the lease, or
 - (b) notifies the **tenant** in writing that the **landlord** accepts the **tenant's** repudiation of the lease, or
 - (c) ends the lease in accordance with clause 7.1.

11. RENT REVIEWS TO MARKET

- 11.1 In this clause "review period" means the period following each **market review date** until the next **review date** or the end of this lease.

The review procedure on each **market review date** is -

 - 11.1.1 each review of **rent** may be initiated by the **landlord** or the **tenant** unless **item 17** states otherwise but, if the **Act** applies, review is mandatory.
 - 11.1.2 the **landlord** or the **tenant** entitled to initiate a review does so by giving the other a written notice stating the current market rent which it proposes as the **rent** for the review period. If the **Act** does not apply and the recipient of the notice does not object in writing to the proposed rent within 14 days the proposed **rent** becomes the **rent** for the review period.
 - 11.1.3 If -
 - (a) the **Act** does not apply and the recipient of the notice serves an objection to the proposed rent within 14 days and the **landlord** and **tenant** do not agree on the **rent** within 14 days after the objection is served, or
 - (b) the **Act** applies and the **landlord** and **tenant** do not agree on what the **rent** is to be for the review period,

the **landlord** and **tenant** must appoint a **valuer** to determine the current market **rent**.

If the **Act** does not apply and if the **landlord** and **tenant** do not agree on the name of the **valuer** within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the **valuer**. If the **Act** applies, the **valuer** is to be appointed by agreement of the **landlord** and **tenant**, or failing agreement, by the Small Business Commissioner.
 - 11.1.4 In determining the current market **rent** for the **premises** the **valuer** must -
 - (a) consider any written submissions made by the **landlord** and **tenant** within 21 days of their being informed of the **valuer's** appointment, and
 - (b) determine the current market rent as an expert

and, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.
 - 11.1.5 The **valuer** must make the determination of the current market rent and inform the **landlord** and **tenant** in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.
 - 11.1.6 If -
 - (a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the **landlord** and **tenant**
 - (i) appointing the **valuer**, or
 - (ii) being informed of the **valuer's** appointment, or
 - (b) the **valuer** resigns, dies, or becomes unable to complete the valuation,

then the **landlord** and **tenant** may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.

- 11.2 The **valuer's** determination is binding.
- 11.3 The **landlord** and **tenant** must bear equally the **valuer's** fee for making the determination and if either pays more than half the fee, may recover the difference from the other.
- 11.4 Until the determination is made by the **valuer**, the **tenant** must continue to pay the same **rent** as before the **market review date** and within 7 days of being informed of the **valuer's** determination, the parties must make any necessary adjustments.
- 11.5 If the **Act** does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the **market review date** but if the market review is started more than 12 months after the **market review date**, the review takes effect only from the date on which it is started.

12. FURTHER TERM(S)

- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in **item 18** and the **landlord** must renew this lease for that further term or those further terms if -
- 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice at the time the **tenant** requests renewal as required by clause 12.1.13,
 - 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
 - 12.1.3 the **tenant** has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the **term**. The earliest and latest dates for exercising the option are stated in **item 19**.
- 12.2 The lease for the further term -
- 12.2.1 starts on the day after the **term** ends,
 - 12.2.2 has a starting **rent** determined in accordance with clause 11 as if the first day of the further term were specified as a **market review date** in **item 16(a)**, and
 - 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in **item 18** has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired **term**, in the terms of clause 15.

13. SECURITY DEPOSIT

- 13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in **item 20** and must maintain the deposit at that amount.
- 13.2 Any security deposit not in the form of a guarantee must be invested in an interest bearing deposit and all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the **premises** is transferred:
- 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
 - 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.

14. NOTICES

- 14.1 A notice given under this lease may be given -
- 14.1.1 by pre-paid post,
 - 14.1.2 by delivery

- 14.1.3 by email, or
 - 14.1.4 in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner,
- to the party's last known address, registered office, or (if to the **tenant**) at the **premises**.
- 14.2 Posted notices will be taken to have been received on the second day after posting that is not a Saturday, Sunday or bank holiday in place of intended receipt, unless proved otherwise.
 - 14.3 Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

15. OBLIGATIONS OF GUARANTOR(\$) UNDER GUARANTEE AND INDEMNITY

- 15.1 The **guarantor** in consideration of the **landlord** having entered into this lease at the **guarantor's** request -
 - 15.1.1 guarantees that the **tenant** will perform all its obligations under this lease for the **term** and any further term or terms and during any period of overholding after the end of the **term**,
 - 15.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under this lease whether in respect of the **term**, any further term or further terms or any period of overholding, and
 - 15.1.3 indemnifies the **landlord** against all loss resulting from the **landlord's** having entered into this lease whether from the **tenant's** failure to perform its obligations under it or from this lease being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any further term or any period of overholding.
- 15.2 The liability of the **guarantor** will not be affected by -
 - 15.2.1 the **landlord** granting the **tenant** or a **guarantor** time or any other indulgence, or agreeing not to sue the **tenant** or another **guarantor**,
 - 15.2.2 failure by any **guarantor** to sign this document,
 - 15.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this lease, but if this lease is transferred the **guarantor's** obligations, other than those which have already arisen, end when the **term** ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
 - 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 15.2.5 transfer of the freehold of the **premises**.
- 15.3 The **guarantor** agrees that -
 - 15.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
 - 15.3.2 the **guarantor** must not seek to recover money from the **tenant** to reimburse the **guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
 - 15.3.3 the **guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **guarantor**, and
 - 15.3.4 the **guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.
- 15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one **guarantor**, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

16. DISPUTE RESOLUTION

- 16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease" are included in item 21, the mediation procedure applies to this lease. In that event the **landlord** and the **tenant** must attempt to resolve any dispute by the mediation procedure, except disputes about -
 - 16.1.1 unpaid **rent** and interest charged on it,
 - 16.1.2 review of **rent**, and

- 16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.
- 16.2 The mediation procedure is -
- 16.2.1 the **landlord or tenant** may start mediation by serving a mediation notice on the other.
- 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
- 16.2.3 the **landlord** and **tenant** must jointly request appointment of a mediator. If they fail to agree on the appointment within 7 days of service of the mediation notice, either may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
- 16.2.4 once the mediator has accepted the appointment the **landlord** and **tenant** and each **guarantor** must comply with the mediator's instructions.
- 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the **landlord** and **tenant** in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the **landlord** and **tenant**.
- 16.4 If the dispute is settled, the **landlord** and **tenant** and each **guarantor** must sign the terms of agreement and the signed terms are binding.
- 16.5 The mediation is confidential and -
- 16.5.1 statements made by the mediator or the parties, and
- 16.5.2 discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the **landlord** and **tenant** and each **guarantor** release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a participant in the absence of any others.
- 16.8 If the **Act** applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the **landlord** and **tenant** agree that each may be represented by a legal practitioner or legal practitioners of its choice.

17. GST

- 17.1 Expressions used in this clause 17 and in the **GST Act** have the same meanings as when used in the **GST Act** unless the context requires otherwise.
- 17.2 Amounts specified as payable under or in respect of this lease are expressed exclusive of **GST**.
- 17.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time payment for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of entry into this lease.
- 17.4 An amount payable by the **tenant** in respect of a creditable acquisition by the **landlord** from a third party must not exceed the sum of the value of the **landlord's** acquisition and the additional amount payable by the **tenant** under clause 17.3 on account of the **landlord's** liability for **GST**.
- 17.5 A recipient of supply is not obliged, under clause 17.3, to pay the **GST** on a taxable supply to it under this lease, until given a valid tax invoice for it.

18. CONSUMER PRICE INDEX

- 18.1 On a **CPI review date**, the **rent** is adjusted by reference to the **Consumer Price Index** using the following formula -

$$AR = \frac{R \times CPIB}{CPIA}$$

Where: "AR" means adjusted **rent**,

"R" means **rent** before adjustment,

"CPIB" means the **Consumer Price Index** number for the quarter immediately preceding the **CPI review date**, and

"CPIA" means the **Consumer Price Index** number for the quarter immediately preceding the most recent earlier **review date** or, where there is no earlier **review date**, the quarter immediately preceding the start of the **term**.

- 18.2 If CPIB is not published until after the **CPI review date**, the adjustment is made when it is published but the adjustment takes effect from the relevant **CPI review date**. In the meantime, the **tenant** must continue to pay the **rent** at the old rate and, when the adjustment is made, the **tenant** must immediately pay any deficiency or the **landlord** must immediately repay the excess.
- 18.3 If the base of the **Consumer Price Index** is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.4 Unless the **Act** applies and requires otherwise, if the **Consumer Price Index** is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.
- 18.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the **rent** payable.

19. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING

- 19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.
- 19.2 The **landlord** -
 - 19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and
 - 19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.
- 19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.
- 19.4 The **building**, **common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -
 - 19.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,
 - 19.4.2 to exclude persons whose presence the **landlord** considers undesirable,
 - 19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,
 - 19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and
 - 19.4.5 to repair, renovate, alter or extend the **building** but, in doing so, the **landlord** must not cause more inconvenience to the **tenant** than is reasonable in the circumstances.

If the **Act** applies, these rights may only be exercised in a manner consistent with the **Act**.

- 19.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.
- 19.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

20. PERSONAL PROPERTY SECURITIES ACT

- 20.1 Expressions used in this clause that are defined in the **PPSA** have the meanings given to them in the **PPSA**.
- 20.2 The **landlord** may, at any time, register a financing statement for any security interest arising out of or evidence by this lease over any or all of -
 - 20.2.1 the **landlord's installations**,
 - 20.2.2 any security deposit provided by the **tenant**, and
 - 20.2.3 **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease,that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. *The **tenant** waives the right to receive notice under section 157(1) of the **PPSA**. [*Delete if inapplicable]
- 20.3 When this lease -

- 20.3.1 ends and the **tenant** has vacated the premises and performed all of its obligations under it, or
- 20.3.2 is transferred,
- the **landlord** must register a financing change statement with respect to any security interest for which the **landlord** has registered a financing statement other than those to which sub- clause 20.2.3 relates.
- 20.4 The **tenant must** sign any documents and do anything necessary to enable the **landlord** to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the **PPSA**. In particular, if the **tenant** is a natural person, the **tenant** must provide the **landlord** with the **tenant's** date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the **landlord**) to confirm the **tenant's** date of birth. The **landlord** must keep the **tenant's** date of birth and any evidence provided to confirm it secure and confidential.
- 20.5 The **tenant** must not register, or permit to be registered, a financing statement in favour of any person other than the **landlord**, for any security deposit provided by the **tenant** or any of the **landlord's installations**.
- 20.6 The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this clause or the **PPSA***, except the **landlord's** costs of registering a financing statement under sub-clause 20.2 which are to be borne by the **landlord**. [*Delete if inapplicable]
- 20.7 In accordance with section 275(6)(a) of the **PPSA**, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 20.8 Subject to any requirement to the contrary in the **PPSA**, notices under this clause or the **PPSA** may be served in accordance with clause 14 of this lease.

21. ADDITIONAL PROVISIONS

Any additional provisions set out in **item 22** -

- 21.1 bind the parties, and
- 21.2 if inconsistent with any other provisions of this lease, override them.

22. LANDLORD WARRANTY

The **landlord** warrants that clauses 1 to 21 appearing in this lease are identical to clauses 1 to 21 of the copyright Law Institute of Victoria Lease of Real Estate August 2014 Revision and that any modifications to them are set out as additional provisions in **item 22**.

D16-80084

Schedule

Important Notice To The Person Completing This Schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 21 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in item 22 and **not** in the lease conditions.

Item 1
[1.1]

Landlord:

Greater Geelong City Council ABN 18 374 210 672 of 30 Gheringhap Street, Geelong 3220.

Item 2
(1.1)

Tenant:

BELREC Inc A0012053A of 68 Calvert Street, Hamlyn Heights 3215.

Item3
[1.1]

Guarantor:

Not applicable

Item4
[1.1]

(a) Premises:

The clubrooms situated at Hamlyn Reserve, 68 Calvert Street, Hamlyn Heights 3215 together with a right of ingress and egress over the surrounding land.

(b) Land:

Part of the land contained in Certificate of Title Volume 7579 Folio 158.

Items
[1.1]

Landlord's installations:

Nil.

Item 6
[1.1]

Rent:

\$17,000 plus GST per annum

Note: There is no need to refer to GST if the rent is expressed as a GST exclusive sum - see clause 17; If the rent is expressed as a GST inclusive sum, an additional provision will be needed to modify the operation of clause 17.

Item 7 [1.1]	Tenant's installations: Building including all fixtures, fittings, plant and equipment currently situated at the premises together with those installed by the tenant at the premises during the term (or any period of overholding).
Item 8 [1.1]	Term of the lease: Three (3) years commencing 1 October 2016.
Item 9 [2.1.1]	How rent is to be paid: By calendar monthly instalments always in advance, in the manner directed by the landlord from time to time.
Item 10 [1.1, 2.1.2, 2.1.5 & 5.4]	Building outgoings which the tenant must pay or reimburse: 100% of all building outgoings
Item 11 [1.1 & 6.2]	Risks which the insurance policies must cover: <ul style="list-style-type: none"> • Fire • Flood • Lightning • Storm and tempest • Explosion • Riots and civil commotion • Strikes • Malicious damage • Earthquake • Impact by vehicles • Impact by aircraft and articles dropped by them • Internal flood water and such other risks as the landlord reasonably requires from time to time.
Item 12 [1.1 & 2.3.1]	Amount of public risk insurance cover: \$20 million or other amount reasonably specified from time to time by the landlord .
Item 13 [1.1]	Period of loss of rent and outgoings insurance: 12 months

Item 14
[2.1.7]

Interest rate on overdue money:

2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act* 1983 (Vic).

Item 15
[2.2.1]

Permitted use:

Licensed sporting club, including but not limited to gaming, bistro and social rooms.

[1.14]

Application of Act:

The **Act** does apply

Item 16
[2.1.1,
11, 18]

Review date(s):

Term

- (a) Market review date(s): Not applicable
- (b) CPI review date(s): On each anniversary of the **commencement date**.
- (c) Fixed review date(s) and percentage or fixed amount increases: Not applicable

Further term(s)

- (a) Market review date(s): Not applicable
- (b) CPI review date(s): On each anniversary of the **commencement date** of the **further term**.
- (c) Fixed review date(s) and percentage or fixed amount increases: Not applicable

Item 17
[2.1.1,
11, 18]

Who may initiate reviews:

Market review: Landlord, subject to **Act**, if it applies

CPI review: Review is automatic

Fixed review: Review is automatic

Item 18
[12]

Further term(s):

Two (2) further terms of three (3) years each.

Item 19
[12]

Earliest and latest dates for exercising option for renewal:

Earliest date: 1 April 2019 & 1 April 2022

Latest date: 30 June 2019 & 30 June 2022

Item 20
[13]

Security deposit:

An amount equivalent to three (3) months rental plus GST and payable in the form of a cheque to be provided to the **landlord** upon the execution of this lease by the **tenant**.

Item 21
[16.1]

The mediation procedure applies to this lease

Item 22
[20]

Additional provisions:

22.1 No warranty as to fitness for purpose

The **tenant** acknowledges that;

- (a) the **tenant** leases the **premises** subject to any restriction as to the use of the **premises** under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of the **premises**;
- (b) the **tenant** has not relied on any representation or warranty from the **landlord** in relation to the **tenant's** proposed use of the **premises** or the fitness of the **premises** for the **tenant's** proposed use and further that it enters into this lease in reliance on its own inspections of and enquiries relating to the **premises**,

and agrees that the **tenant** must not make any objection, claim compensation, delay any payment due by the **tenant** under this lease or otherwise fail to comply with any of its obligations under this lease as a result of any inconsistency or restriction as to the use of the **premises**.

22.2 Entire agreement

Any representation or warranty made by the **landlord** or the **landlord's** employees, agents or contractors is hereby expressly negated unless expressly set out in the terms of this lease and the **tenant** acknowledges that it has not relied upon any representation or warranty which is not expressed in this lease.

22.3 Tenant's and guarantor's warranties

(a) The **tenant** and the **guarantor** each warrant to the **landlord** that:

- (i) they are empowered to enter into this lease and can do so without requiring consent from any other person or, if consent is required, that consent has already been obtained;
- (ii) they are not prohibited by or under any law from entering into and complying with this lease;
- iii the were not induced to enter into this lease b and have not relied u on

any statements, representations or warranties by or on behalf of the **landlord** about the suitability or fitness for any purpose of the **premises** or about any financial return or income to be derived from the **premises**;

- (iv) they have obtained independent legal advice on and are satisfied about their obligations and rights under this lease; and
- (v) they are satisfied about the nature of the **premises** and the purposes for which the **premises** may lawfully be used.

(b) The **tenant** and the **guarantor** each indemnify the **landlord** against liability or loss arising from and any costs, charges and expenses incurred in connection with any breach of the warranties contained in this **item** 22.3 including legal costs.

22.4 Non-merger

Any clause or item contained in this lease, which is capable of non-merger at the end of the **term** (or sooner determination of this lease) will not merge and shall enure for the benefit of the party in whose favor it is intended.

22.5 Waiver

- (a) The **landlord's** failure to take advantage of any default or breach of covenant by the **tenant** will not be or be construed as a waiver of it, nor will any custom or practice which may arise between the parties in the course of administering this lease be construed to waive or to lessen the right of the **landlord** to insist upon the timely performance or observance by the **tenant** of any covenant or condition of this lease or to exercise any rights given to the **landlord** in respect of any such default.
- (b) A waiver by the **landlord** of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default.
- (c) A demand by the **landlord** for, or any subsequent acceptance by or on behalf of the **landlord** of, **rent** or any other money payable under this lease will not constitute a waiver of any earlier breach by the **tenant** of any covenant or condition of this lease other than the failure of the **tenant** to make the particular payment or payments of **rent** or other moneys so accepted, regardless of the **landlord's** knowledge of any earlier breach at the time of acceptance of such **rent** or other moneys.

22.6 Change in shareholding of tenant

If the **tenant** is a corporation and there is a proposed change in:

- (a) the membership of the **tenant** or any holding company of the **tenant**;
- (b) the beneficial ownership of the shares in the capital of the **tenant** or any holding company of the **tenant**; or
- (c) the beneficial ownership of the business or assets in the **tenant** or part of it,

which would result in a change in the effective control of the **tenant**, then that proposed change in control is treated as a proposed transfer of this lease, the person or group of persons acquiring control is treated as the proposed new tenant and clause 4 (except for clause 4.5) applies.

22.7 Security deposit

This clause has been intentionally left blank.

22.8 Signage

- (a) The **tenant** may at its own cost erect signage on the **premises** provided that the **tenant** first obtains the prior written approval of the **landlord** and all necessary authority approvals. All signage constructed by or on behalf of the **tenant** must be erected in a good and workmanlike manner and to the satisfaction of the **landlord** (acting reasonably except in relation to external signage in relation to which the **landlord** must be satisfied absolutely) in all respects.
- (b) The **tenant** must at all times maintain any signage erected under this **item** 22.8 in a good condition and to the Landlord's satisfaction (acting reasonably except in relation to external signage in relation to which the **landlord** must be satisfied absolutely) and clause 3.2.9 will apply to the repair of the signage.

On vacating the **premises**, the **tenant** must remove all signs and make good any damage caused by installation or removal to the **landlord's** satisfaction (acting reasonably).

22.9 Relocation of tenant

- (a) If the **landlord** carries out building work to extend, improve, or change the **building** and the **landlord** decides that the work will affect the **premises**, the **landlord** may require the **tenant** to move to alternative premises and to surrender this lease. The **landlord** must give the **tenant** at least three months notice.
- (b) In the notice, the **landlord** must:
 - (i) detail the plans for the building work;
 - (ii) give the date by which the **tenant** needs to move;
 - (iii) offer the **tenant** a lease of the alternative premises on the same terms as this lease, including the same expiry date but at a rent for the alternative premises that:
 - (A) the **landlord** would offer in good faith to another tenant, or
 - (B) if the Act applies, is in accordance with the Act;
 - (iv) offer to pay the **tenant's** reasonable compensation for relocating; and
 - (v) give the date when this lease ends if within three months of the notice the **tenant** does not accept the offer of the alternative lease.
- (c) If the **landlord** gives a notice under **item** 22.9(a), the **tenant** must:
 - (i) do all things reasonably required by the **landlord** to surrender this lease on the date nominated by the **landlord**; and
 - (ii) if the **tenant** accepts the offer of the lease of the alternative premises, fit out the alternative premises in keeping with the standards of the **building** and sign that lease before its commencement date.

After the **tenant** does these things the **landlord** must pay the **tenant's** reasonable costs in relocating.

- (d) If the **tenant** does not agree with the **landlord** on the amount of the **tenant's** reasonable costs in relocating, the matter will be determined under the Act.

22.10 Demolition of premises

(a) If:

- (i) the **landlord** wants to demolish, substantially repair, renovate or reconstruct the **building** or the part of it containing the **premises**; and
- (ii) the proposed demolition will, in the **landlord's** opinion, materially affect the **premises**,

the **landlord** may give the **tenant** at least six months notice of termination, unless the **term** is less than 12 months in which case the notice of termination must be at least three months.

- (b) After the **landlord** has given a termination notice under item 22.10(a), the **tenant** may terminate this lease at any time within six months before the termination date in the **landlord's** notice by giving the **landlord** at least seven days' notice of termination (unless the Term is less than 12 months in which case the **tenant** may give its notice at any time within three months before the termination date in the **landlord's** notice).

(c) The **tenant** must:

- (i) continue to observe all the terms of this lease (including payment of rent and other monies due to the **landlord**) until the termination date; and
- (ii) vacate the **premises** on the termination date and return the **premises** to the **landlord** clean and in the condition required by this lease.

22.11 Additional insurance requirements

The Tenant must attend to all requirements as may be contained in any insurance policies taken in connection with the Premises pursuant to Item 11 or as reasonably required by the Landlord and in particular any requirements for cleaning of flues, replacement of filters for any deep fryers or cooking equipment installed by the Tenant at the Premises and the sewer tank and grease trap situated at the Premises.

22.12 Rent free period

This clause has been intentionally left blank.

22.13 Turnover rent

This clause has been intentionally left blank.

22.14 Liquor licence

- (a) "**The Liquor Act**", for the purposes of this Item, means the *Liquor Control Act 1998* (Vic) including any replacement statutes, re-enactment, amendments or regulations made thereunder.

"Licence" means any licence or permit in respect of the Premises granted by the Commission (or its successor or other such responsible body) during any term of this Lease.

"Commission" means the Liquor Licensing Commission (or its successor or other such responsible body).

(b) The Tenant covenants:

- (i) to take and hold the Licence in the Tenant's own name;
- (ii) In the event that the Licence (or any other licence or permit under the Liquor Act) being forfeited, lost, withheld, taken away or the renewal refused or not applied for through any act, default, or omission of the Tenant, to reimburse the Landlord for any loss it may sustain in connection with the Licence being forfeited, lost, withheld, taken away or not renewed and/or costs, fees, and expenses it may incur or be put to in endeavouring to protect or recover or re-acquire or obtain a renewal of the Licence and all such reimbursements, costs, charges and expenses shall and may be recovered from the Tenant by action or by distress as though they or any part of them were rent in arrears;
- (iii) Not to permit or suffer any noisy, drunken or disorderly characters to be or remain or assemble in or upon any part of the Premises or do any other act or thing that shall or may be or go to the damage or nuisance of the Landlord or the occupiers of the Premises.
- (iv) To carry on and conduct the trade or business conducted on the Premises in a quiet and orderly manner and during the hours prescribed and in accordance with the Liquor Act and the Licence and so as to avoid any just or reasonable ground for withdrawing, withholding, suspending or forfeiting the Licence and all times strictly in compliance with all duties and obligations imposed upon the holder of the Licence by the Liquor Act as shall from time to time be in force or by any other Act, or by any rules, by-laws or regulations for the time being in force in the State of Victoria affecting licensed premises or the holders of such Licence.
- (v) Not to commit, omit or suffer to be done, committed or omitted any act, matter, payment or thing whatsoever whereby or by means whereof the Licence or its renewal now or for the time being in force in respect of the Premises shall be allowed to expire or become void or shall or may be rendered liable to be forfeited, suspended, taken away or refused or whereby the Tenant or Licensee for the time being shall be disqualified for any period or permanently from receiving or having the Licence or its renewal granted in respect of the Premises or whereby the value of the Premises might be reduced.
- (vi) Not to without the previous consent in writing of the Landlord, remove or apply for the removal from the Premises the Licence or any licence or permit now or for the time being in force in respect of the Premises;
- (vii) To comply with any written order of any inspector or any person having authority in that behalf under the Liquor Act or any other Act of the Parliament of Victoria relating to licensed premises and/or furniture, fittings, accommodation, services or amenities of or in respect of licensed premises, and to carry out all works specified in the written order (whether structural or

otherwise) at the Tenant's expense.

- (viii) It shall be lawful but not obligatory upon the Landlord, and the Tenant will at all times during the Term permit the Landlord and any agent, workmen or others authorised by the Landlord, without interference by the Tenant, to enter into and upon the Premises for the purposes of making such alterations and additions to the Premises and doing and performing such works, acts and things in respect of the Premises as may be required under or by virtue of the provisions of the Liquor Act or any amendment or re- enactment of such Act or under or by virtue of the provisions of any other Act of Parliament for the time being in force or of any rules, by-laws or regulations under any such acts respectively but without making any compensation for any damage or inconvenience to the Tenant and for any of the above purposes the Landlord shall be at liberty to pull down, remove, alter, enlarge and re-instate the Premises or any part or parts of thereof;
- (ix) If the Tenant is a company not to change or permit any change to take place in the directors of the Tenant or in the shareholding of the Tenant without the consent in writing of the Landlord provided always that such consent shall be deemed to have been given in the case of any new or substituted director where the appointment is approved by the Commission;
- (x) Not at any time surrender or attempt to surrender the Licence;
- (xi) Not to change the nominee of the Tenant for the purposes of the Liquor Act without the previous consent in writing of the Landlord provided always that such consent shall be deemed to have been given in the case of a new nominee whose appointment is approved by the Commission;
- (xii) To duly and punctually pay or cause to be paid when they become due, all fees, inclusive of the annual licence fee or renewal fee payable in respect of or in connection with the Licence under the Liquor Act without deduction and to produce and deliver to the Landlord within fourteen (14) days next after such shall first become due and payable the receipts of such payments.
- (xiii) To perform and observe and make or cause to be performed, observed and made and paid every act, thing and payment which is or may be required or prescribed to be performed and observed or made under or by virtue of the provisions or requirements of the Act or any statute, rule, by-law or regulation relating to licensed premises, at least seven (7) days prior to any date on or before which an such act, thing or payment is so required or prescribed to be performed or observed or made in particular the Tenant or other licensee for the time being shall and will;
 - (A) at least fourteen (14) clear days prior to the first day of August or other day for the time being prescribed by law in each year deposit with and allow to remain deposited with the Commission the Statutory Declaration or Declarations required by or to comply with the Liquor Act;
 - (B) at least fourteen (14) days prior to the time specified as or required by the Act as the date in any year on or before which application may be made to the Commission for renewal of the License, apply to the Commission for renewal of the Licence and all other licences and permits aranted or hereafter to be granted in respect of the

Premises and lodge all necessary notices and applications and pay all fees and charges and do all such acts and things as shall be reasonably desirable to make such application and to procure such renewal;

(xiv) In addition to the above;

- (A) Within the period two (2) months immediately prior to the end of the Term or immediately upon the sooner determination of the Term to deliver the Licence to the Landlord or to the Commission;
- (B) At the end or sooner determination of the Term to transfer the Licence to such person as the Landlord may nominate;
- (C) To do all acts and things and to execute all notices, applications and documents and to join in all such applications to the Commission as may be necessary or reasonably required by the Landlord or such other person nominated by the Landlord to procure such transfer and to use the Tenant's best endeavours to procure such transfer notwithstanding that such act, thing, or execution may be necessary or required prior to, on or after the end of sooner determination of the Term;
- (D) At the end or sooner determination of the Term to furnish to the Commission a declaration of liquor purchases in accordance with the provisions of the Liquor Act made up to the date of the application for the transfer of the Licence to the Landlord or a nominee of the Land;

(xv) That it is the intention of the Landlord and the Tenant that the Licence shall at all times remain attached to and be held in respect of the licensed portion of the Premises and shall not at any time be removed therefrom to any other building, house, shop or other premises whatsoever;

(xvi) That if any holder for the time being of the Licence being a natural person shall;

- (A) Die;
- (B) become bankrupt or insolvent or assign the estate of such holder for the benefit of the creditors of such holder;
- (C) become publicly represented within the meaning of the *Guardianship & Administration Board Act* (1986) (as amended from time to time);
- (D) become a patient within the meaning of the *Mental Act 1958* (as amended from time to time) or any similar enactment) or

if and whenever any holder for the time being of the Licence not being a natural person shall;

- (A) have appointed a receiver and manager or official receiver; or
- (B) have appointed an official liquidator or provisional liquidator

then the Tenant will take all steps necessary to have the Licence endorsed

pursuant to the provisions of the Liquor Act within twenty-one (21) days of the happening of any of the preceding events and further that upon such Licence being so endorsed the Tenant will take all steps necessary to have the said Licence transferred to some other person or entity previously approved of in writing by the Landlord within two calendar months after the date of such endorsement (should the endorsement be made upon the happening of any of the preceding events or within two (2) calendar months after the date upon which the executor or administrator or trustee shall have his name or the name of some nominee on his behalf endorsed on the Licence, it being agreed b the Tenant that in the event of the death of the holder of the said Licence, application for a grant of Probate or Letters of Administration of the will or estate (as the case may be) of such holder will be made with all due expedition after his or her death.

(xvii) Not to do or make or permit or such to be done or made any of the following acts, matters or things without the Landlord's prior written consent;

- (A) to pledge, encumber, mortgage or charge or part with possession of the Licence;
- (B) any extension or reduction of the licensed area of the Premises;
- (C) any change of the name of the Premises or of any emblem by which the Premises is known or any application for any such change;
- (D) any surrender or attempt to surrender the Licence or any application for the surrender of the Licence;
- (E) any application of the Commission pursuant to the Liquor Act;
- (F) any transfer or assignment of the Licence;
- (G) any application for the transfer of the Licence or the giving of notice thereof to the Commission.

(xviii) The Tenant will provide and at all times keep the Landlord provided with all such and up to date documents and copies thereof as may be required by the Commission in support of any application for the transfer of the Licence;

(xix) The Tenant will at all times when requested by the Landlord so to do, providing reasonable notice in that regard has been given, produce to the Landlord any other details, information and statutory declaration as may be required to assist in the application in respect of the Premises including any application under the Liquor Act;

(xx) In consideration of the Landlord entering into this Lease, the Tenant grants an irrevocable Power of Attorney to the Landlord, its executors, administrators, assigns and transferees and every Director and Secretary for the time being of the Landlord jointly and each of them severally the true and lawful attorneys and attorney of the Tenant in the names of the Tenant or in the name of such executors or administrators or permitted assigns or sub-tenants or in the name of the Landlord or otherwise (but there shall be no obligation on the said attorney or attorneys on either of them to do so) to;

- (A) make application, sign documents, pay fees, hold and receive documents and undertake the renewal, restoration, transfer and

removal of the Licence and obtain any new or additional Licence;

- (B) appear or appoint a legal representative to appear in any court or tribunal in proceedings relating to the Licence and to object to any application for a Licence by any other person;
 - (C) conduct the business being conducted at the Premises pursuant to the Licence and appoint agents or nominees of the Landlord or the Tenant to exercise the powers and obligations under the Licence;
 - (D) in the event of forfeiture, cancellation or suspension of the Licence or disqualification, make all necessary applications to obtain the Licence and to conduct the business as the Landlord or as the Tenant's nominee;
 - (E) act in respect of any other matter relating to the Licence;
 - (F) appoint one or more agents and/or delegate to any agent all or any of these powers, revoke an appointment and appoint another agent with such powers;
 - (G) ratify and confirm any power when exercised under this Item as attorney and agent for the Tenant;
- (xxi) When exercising any power as attorney for the Tenant, the Landlord may act reasonably to protect its own interests and is not required to act for the Tenant;
- (xxii) If the Licence or any other licence under this Item is held in the name of another person or entity as nominee or agent for the Tenant, the Tenant agrees that it will ensure that the Tenant and such other person or entity shall sign the required instruments and authorities to enable the Landlord to exercise the powers under this Item in respect of the Licence or other licence.
- (xxiii) The Tenant shall pay to the Landlord all licence fees, costs and expenses properly incurred by the Landlord or by an agent or delegate of the Landlord when exercising the powers under this Item.
- (xxiv) Notwithstanding anything herein contained to the contrary, the Tenant may, provided it is not in breach of any condition or obligation under this Lease, make application to the Commission to increase the trading hours endorsed on the Licence to beyond 11.00pm on the trading days endorsed on the Licence. The Tenant must not make application to the Commission to reduce the trading hours endorsed on the Licence with the result that any liquor permitted to be sold on the Premises under the Licence must cease before 11.00pm on the any of the trading days endorsed on the Licence

22.15 Tenant's fit out and works

- (a) The **tenant** may, at its own cost, undertake fit out and renovation works to the **premises** (the "**tenant's works**") provided that the **tenant** first obtains the written consent of the **landlord** (consent not to be unreasonably withheld) (the "**landlord's consent**").
- (b) When requesting the **landlord's consent**, the **tenant** must provide to the **landlord**, full details of the proposed **tenant's works**, including plans, schematic drawings and specifications.

(c) The **tenant** must, at the **tenant's cost**:

- (i) obtain and comply with the terms and conditions of all approvals and permits required to lawfully carry out the **tenant's works** including compliance with the *Building Act 1993* (Vic) (as amended from time to time), any regulations made thereunder and any requirements under the Greater Geelong Planning Scheme (including additional car parking requirements and the installation of items of equipment, fixtures or fittings required as essential safety measures (as that term is defined from time to time by Regulation 1213 of the *Building Regulations 2006* (Vic)); and
 - (ii) provide copies of such approvals and permits to the **landlord** immediately when requested to do so.
- (d) Notwithstanding any other clause or item of this lease, if any of the works which comprise the **tenant's works** will or may result in a change to the structural integrity of **premises** (the "**structural works**"), the **structural works** must be certified in writing by a civil engineer approved by the Landlord (acting reasonably) prior to the commencement of the **structural works** and again upon completion of the **structural works** to the satisfaction of the **landlord** in all respects.

The **tenant** indemnifies the **landlord** for any loss suffered by the **landlord** as a result of the structural works.

22.16 Installation of electrical equipment

- (a) Notwithstanding any other clause or item of this lease, the **tenant** must not, without the prior written consent of the **landlord** (which consent shall not be unreasonably withheld) install any electrical equipment on the **premises** which may overload the cables, switchboard or sub-boards through which electricity is conveyed or distributed through the **premises** or any neighboring premises (the "**electrical works**").
- (b) If the **landlord** consents in writing to the **electrical works**, any alterations to the **premises** which may be necessary to comply with the requirements of any insurance policies in connection with the **premises** or any laws will be undertaken by the **landlord** at the cost of the **tenant**, with such costs payable on written demand by the **landlord**, provided always that the **landlord** may require the **tenant** to deposit with the **landlord** the estimated cost for the **electrical works** before any such works commence.

22.17 Car Parking

The **tenant** may use the car park spaces surrounding the premises and must ensure car parks are capable of access and egress without adjoining car parking spaces being vacant.

22.18 Tenant's Buildings and Improvements

- (a) The **tenant** may insure any building (or other such improvement or structure) on the **land** which has been constructed by and at the expense of the **tenant** for the **permitted use** and the process of any such insurance policy will be the property of the **tenant** solely.
- (b) The **landlord** is not required to:
 - (i) insure; or

- (ii) reinstate

any building on the **land** which has been constructed by and at the expense of the **tenant** for the **permitted use**.

22.19 Gaming Licence

- (a) Definitions

For the purposes of this Item 22.19, the following definitions apply:

"Gambling Commission" means the Victorian Commission for Gaming and Liquor Regulation.

"Gaming Machine" means a gaming machine as defined by s1.3 of the GR Act.

"Venue Operator's Licence" means all venue operator's licences under the GR Act.

"GR Act" means the *Gambling Regulation Act 2003* (Vic).

- (b) Consent

The **tenant** must seek the prior written consent of the **landlord** before applying for any **venue operator's licence** under the **GR Act**. The **landlord** may withhold its consent or give its consent subject to such terms and conditions as the **landlord** may determine in its absolute discretion.

- (c) Gaming Machines

If at any time during the **term** or any period of overholding:

- (i) the **buildings** constructed on the **land** ceases to be an approved venue under the **GR Act**; and
- (ii) the **tenant** ceases to be a venue operator licensed under the **GR Act** to conduct gaming on the **land**; and
- (iii) the **tenant** ceases to hold a **venue operator's licence** which enables the **tenant** to install and operate Gaming Machines from the **land**,

then, during that period, the **tenant** must not use the **land** for the installation and operation of any **gaming machines**; and

If, at any time during the **term** or any period of overholding:

- (i) the **land** is an approved venue under the **GR Act** and
- (ii) the **tenant** is a venue operator licensed under the **GR Act** to conduct gaming on the **land**; and
- (iii) the **tenant** obtains a **venue operator's licence** to enable the **tenant** to install and operate **gaming machines** on the **land**,

then during that period:

- (iv) the **tenant** may use the **land** for the installation and operation of up to 28 Gaming machines; and
- (v) Subclause (d), (e) & (f) below shall apply.

(d) Tenant's Obligations

If the **tenant** holds a **venue operator's licence** at any time during the **term**, the **tenant** must (except with the **landlord's** written consent to do otherwise, which consent must not be unreasonably withheld):

- (i) keep the **venue operator's licence** in full force and effect in the name of the **tenant**;
- (ii) not allow:
 - I. the **venue operator's licence** to expire, be suspended, cancelled, revoked or not renewed; or
 - 11. the **tenant** or the **land** to be disqualified temporarily or permanently from having a **Venue Operator's Licence** or permit under the **GR Act**;
- (iii) oppose any application to restrict, suspend, revoke or cancel the **venue operator's licence**;
- (iv) not make any application for any additional **venue operator's licence**, permit or consent for the **land** under the **GR Act** or any other legislation;
- (v) at least seven (7) days before required by the **GR Act**, any other law or the **Gaming Commission**:
 - I. lodge with the **Gaming Commission** any document required under the **GR Act** or any other law or by the **Gaming Commission**; and
 - II. pay all fees, charges and fines required or imposed under the **GR Act**;
- (vi) renew the **venue operator's licence** when required;
- (vii) not:
 - I. allow any conditions of the **venue operator's licence** to be materially varied; or
 - II. make any application to remove the **venue operator's licence** or allow the **venue operator's licence** to be removed from the **land** to any other premises; or
 - III. surrender the **venue operator's licence** or apply to do so.
- (viii) not create or allow to exist any mortgage, charge, interest, encumbrance, covenant or equity affecting the **tenant's** interest in the **venue operator's licence** or its rights and powers as holder of the **venue operator's licence**;
- (ix) ensure neither the **tenant** nor its employees, agents or nominees commits or is convicted of any offence:
 - I. under the **GR Act**; or
 - II. any other law which may be likely to result in the **venue operator's licence** being suspended, cancelled, revoked or not renewed;
- (x) promptly give the **landlord** a copy of any summons, conviction or notification given:
 - I. under the **GR Act** or any other law; or
 - II. by the **gambling commission**,concerning the **venue operator's licence**;
- (xi) keep the records and accounts required under the **GR Act** or required by the **gambling commission**:
 - I. at the **land**; and
 - II. make them available for inspection on request by the **landlord** or

any authorised officers of the **landlord** at all reasonable times; and

- (xii) promptly notify the **landlord** of anything which makes or could make any document or information supplied or disclosed by the **tenant** to the **landlord** concerning the **venue operator's licence** incorrect or misleading.

(e) Power of Attorney

- (i) The **tenant** irrevocably appoints the **landlord** and each authorised officer of the **landlord** individually, its attorney with effect during any period that the **tenant** remains in default of a material term of this **lease**, after the **tenant** has been served with written notice by the **landlord** requiring that the **tenant** remedy that material breach and the **tenant** has not remedied the default within 14 days.
- (ii) Each attorney may, in the name of the **tenant** or the attorney, do anything which:
 - I. the **tenant** may lawfully authorise an attorney to do concerning the **venue operator's licence**, this **lease** or the **land**; or
 - II. in the attorney's opinion is necessary or expedient to give effect to any right, power or remedy conferred on the **landlord** by this **lease**, by law or otherwise,
(including, without limitation, executing deeds and instituting, conducting and defending legal proceedings or proceedings before the **Gaming Commission**);
 - III. delegate the attorney's powers (including, without limitation, this power of delegation) to any person for any period;
 - IV. revoke a delegation; and
 - V. exercise or concur in exercising its powers, even if the attorney has a conflict of duty or an interest in the means or result.
- (iii) The **tenant** must ratify anything done by the attorney or its delegate.

(f) Assignment

Without limiting any other provision of this **lease**, if the **tenant** wishes to assign this **lease** or sub-let the **land**, the **landlord** may make it a condition precedent to the **landlord's** consent that the assignee or sub-lessee obtains a **venue operator's licence** under the **GR Act** for the **land**.

(g) Rent Review

Despite any other provision in this **lease**, if at any time during the **term**, Council consents to the **tenant** varying any existing licence under the **GR Act** including, by increasing or decreasing the number of **Gaming Machines** on the **land**, then the **landlord** may, acting reasonably, review the **rent** then payable for the **land** as if the date of such variation was a **CPI review date** and the **rent** shall be reviewed in accordance with clause 11.

EXECUTED AS A DEED ON:

Date: / / , .

EXECUTION & ATTESTATION
LANDLORD/S

SIGNED for and behalf of GREATER GEELONG CITY COUNCIL by TRAVIS KIRWOOD. Acting Manager,
Property & Procurement, pursuant to a proper delegated authority in the presence of:

TK

Witness

Print Name of Witness

Print Witness usual address

[Redacted]

Kyrie Stolic

38 Brougham St Geelong

TENANT/S

THE COMMON SEAL of BELREC Inc was hereunto affixed in the presence of:



President

Mr. T. T.

Print Name

TONY EVANT

Print usual address

[Redacted]

Secretary

[Redacted]

Print Name

V. D. K.

Print usual address

1 f JJ/ft-N'Wb ,J Prc,G j/fYnt.lr,J l/€)t:,HP .Str'''

EXECUTION & ATTESTATION

Plan of Premises

BELL PARK
SPORT &- RECREATION CLUB

SURVEY MARK
NAIL
E 266085.41
N 5777076.25

739m²

SURVEY MARK
SPIKE
E 266039.07
N 5777060.48

RVEY MARK
IL
266037.97
N 5777058.96

OVAL

CITY OF GREATER
GEELONG

DESIGN UNIT
ENGINEERING SERVICES

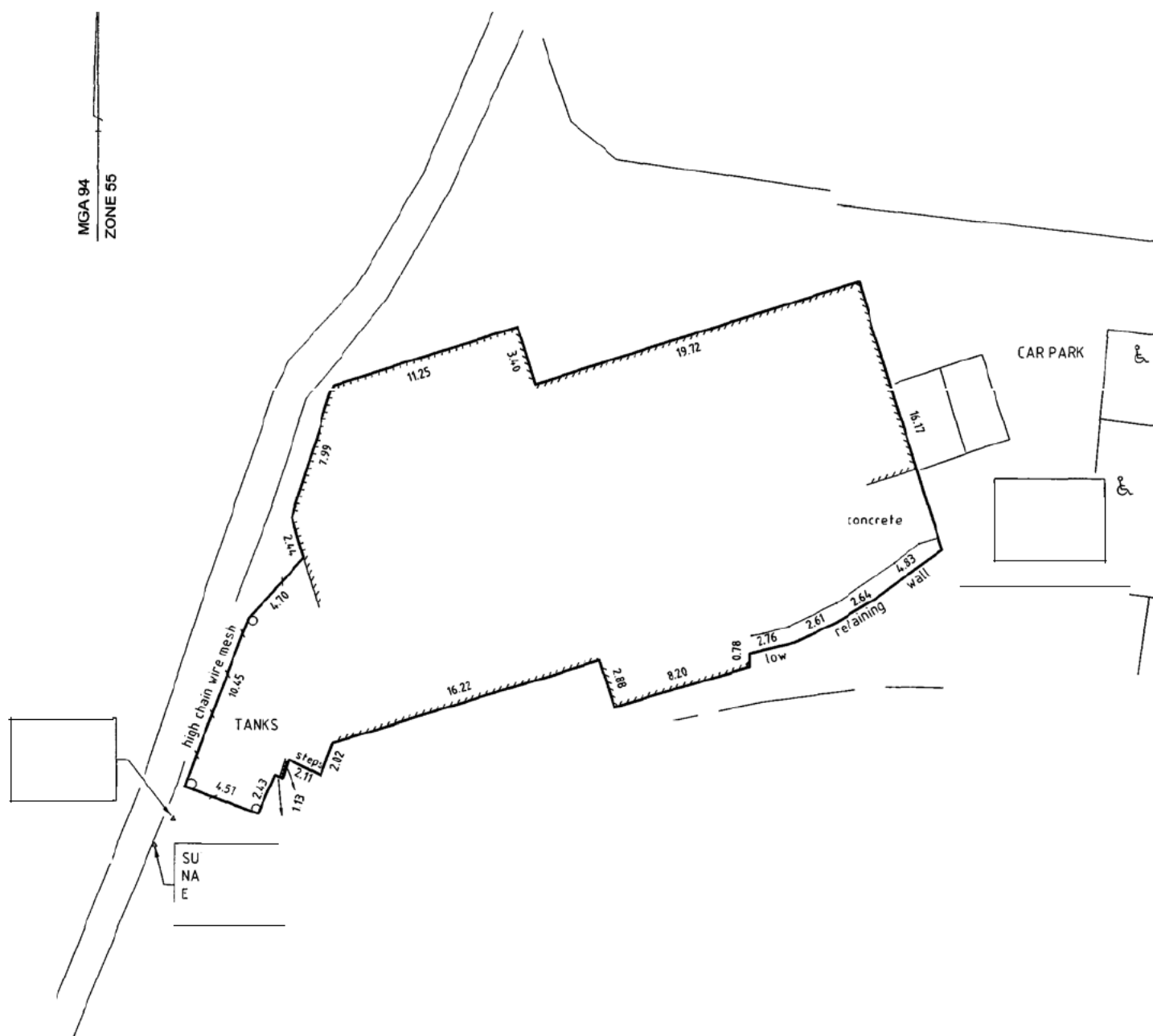
SCALE
2.5 0 5 10
LENGTHS ARE IN METRES
ORIGINAL

Surveyor G.H.
Date of Survey 20/09/2016
Level Book _____
Field Book _____

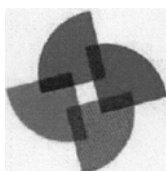
LEASE
HAMLYN
RESERVE
68 CALVERT STREET
HAMLYN HEIGHTS

MG A 94
ZONE 55

16-80084



	-	-	



Information brochure

The Retail Leases Act 2003

This brochure constitutes the information brochure about retail leases published by the Victorian Small Business Commissioner for the purposes of section 15 of the *Retail Leases Act 2003*.

It must be provided to a tenant or prospective tenant as soon as negotiations on a lease are entered into, together with a copy of the proposed lease in writing.

The Retail Leases Act 2003

The *Retail Leases Act 2003* commenced on 1 May 2003 and is the main governing legislation for retail leasing in Victoria.

When leases under the *Retail Tenancies Act 1986* or the *Retail Tenancies Reform Act 1998* are renewed, they become subject to the *Retail Leases Act 2003*.

Coverage of the Act

The *Retail Leases Act 2003* does not apply to all premises or businesses. It applies to 'retail premises' as defined in the Act but excludes some premises and businesses.

Meaning of 'retail premises'

The *Retail Leases Act 2003* applies to a retail premises lease used wholly or predominantly for the sale or hire of goods by retail or the retail provision of services.

Exclusion from coverage of the Act

The *Retail Leases Act 2003* does not apply to:

- tenants in premises that are not used, or to be used, wholly or predominantly for the sale or hire of goods by retail or the retail provision of services
- retail tenants whose occupancy cost (the combined cost of rent and outgoings) exceeds \$1M per annum
- tenants that are listed corporations or subsidiaries of listed corporations
- leases for a term of less than one year (note the Act may apply to a tenant being in continuous possession for more than one year)
- premises or businesses as determined by the Minister.

Importance of your lease

A lease is an important document which impacts a business in a number of ways. It's also a legally binding document which holds the parties to its terms and conditions. Prospective tenants should ensure they understand all provisions of the lease they are about to enter, and should obtain advice from a solicitor experienced in leasing law before signing any documentation.

Entering into a lease

A lease is entered into or assigned when the tenant enters into possession of the premises with the consent of the landlord or stands paying rent or the lease **or** assignment is signed by all parties, whichever occurs first

Disclosure - the importance of knowing the facts up-front

An important principle of the *Retail Leases Act 2003* is that the parties **know** what they are getting into before entering into the lease.

Before a lease is entered into or renewed, landlords must provide a disclosure statement to prospective tenants.

A disclosure statement details important aspects of the lease, such as rent, outgoings and other obligations. Prospective tenants should ensure they carefully examine the details of the disclosure statement; its contents **can** have a significant impact on the lease and the viability of the business.

Where there is a new lease for retail premises, at least 7 days before the lease is entered into, the landlord must give the tenant:

- a disclosure statement, and
- the completed proposed lease_

Renewed leases

Where a tenant exercises an option to renew a lease, the landlord must give the tenant a disclosure statement 21 days before the end of the current lease.

Where a lease does not contain further option(s) but the parties agree to renew the lease, the landlord must give the tenant a disclosure statement within 14 days of entering into the agreement for renewal.

Why is it important for landlords to provide a disclosure statement?

Where the landlord fails to provide a disclosure statement the tenant may:

- withhold rent, and is not liable to pay rent until the disclosure statement is given, and
- terminate the lease.

A tenant may only exercise the right to withhold rent after giving the landlord written notice that they have not received the disclosure statement. This must be done no earlier than 7 days and no later than 90 days after the lease commenced. Tenants who have given such a notice may exercise the right to terminate the lease if they give the landlord written notice within 7 days after receiving the disclosure statement

The tenant may also terminate the lease where a completed copy of the lease was not given to the tenant or the disclosure statement contains information that is misleading, false or materially incomplete.

Landlord's obligation to provide a copy of lease and information brochure

New/leases:

A landlord or landlord's agent is required to provide the prospective tenant with a copy of the proposed lease and a copy of this information brochure as soon as lease negotiations are commenced. A failure to do so is an offence.

Copy of signed lease:

Within 28 days after the retail premises lease is signed by the tenant, the landlord must give the tenant a copy (which may be a photocopy) of the lease that has been signed by both the landlord and the tenant.

Leasing costs

Leases are important documents because they detail costs which will be incurred by tenants. Rent is only a component of the total costs, however landlords will pass on most other costs to tenants. These will be detailed in the disclosure statement and shown as outgoings.

Under the *Retail Leases Act 2003*, landlords cannot pass **on** their land tax liability to tenants or their legal costs associated with preparation of the lease. However, if the landlord incurs costs in connection with the assignment of the lease or sub-lease, then the tenant may be liable to pay for these expenses.

Before signing a lease

A lease deals with many matters. A prospective tenant should ensure that its main features are acceptable. These include:

- the term of the lease and options to renew
- rent and the basis of rental reviews
- the dates of exercise of any option(s) for further lease terms and associated rent increases
- outgoings or shared operating expenses
- obligations to repair/maintain
- permitted use
- assignment.

Resolving business disputes

Unconscionable conduct

Part 9 of the *Retail Leases Act 2003* deals with unconscionable conduct. Landlords and tenants under a retail premises lease or proposed retail premises lease must not, in connection with the lease, engage in conduct that is, in all the circumstances, unconscionable.

Certain conduct is not unconscionable

Conduct is not to be deemed unconscionable merely because a person failed to enter or renew a lease, or if the person instituted proceedings or referred a matter to some form of alternative dispute resolution, or if the person did not agree to the conduct of an independent valuation of current market rent.

Benefit of unconscionable conduct provisions

Unconscionable conduct provisions of the *Retail Leases Act 2003* protect tenants against grossly unfair conduct by landlords such as unwillingness to negotiate and use of unfair tactics.

One of the factors to be considered in whether a landlord has acted unconscionably is if a landlord has unreasonably used turnover information in rent negotiation. The Act also includes provisions relating to protection for tenants against relocation, demolition and damaged premises.

Appointment of Specialist Retail Valuers to Determine Rent Disputes

If a tenant exercises an option for a further term under the lease, the landlord and tenant may disagree on the rent for the renewed term. If the landlord and tenant fail to agree on the appointment of their own valuer to determine the rent, either party can request that the Small Business Commissioner appoint a Specialist Retail Valuer to determine the rent under the *Retail Leases Act 2003* (the landlord and tenant pay the costs of the valuation equally).

Checklist

Before entering into a new lease:

- landlord or agent must provide a copy of the lease and information brochure at negotiation stage
- lease must be in writing
- landlord must provide a copy of the disclosure statement to tenant at least 7 days prior to entering into a lease
- if disclosure statement not given, tenant can withhold rent, provided the tenant notifies landlord within 90 days
- if disclosure statement not given (or is misleading/false), the tenant can terminate the lease within 28 days (although the landlord can object)
- if tenant is later given disclosure statement, they can terminate within 7 days of receipt
- minimum 5-year term for lease (unless the tenant obtains a certificate from the Victorian Small Business Commissioner waiving their right to a 5-year initial term and gives the certificate to the landlord).

After entering into the lease:

- landlord must give tenant a copy of lease 28 days (or other period of time to which the parties have agreed) after it is entered into
- if the landlord and tenant cannot agree on maximum fit-out, it is to be determined by an independent Quantity Surveyor nominated by the Small Business Commissioner
- landlord can only charge outgoings where the tenant has been given an estimate of those outgoings before the lease is entered into (in the landlord's disclosure statement) and at least one month before each of the landlord's accounting periods during the term of the lease.
- rent can be based fully or partly on turnover, but the lease must specify how rent is to be determined. Rent reviews must be based on one of the methods detailed in the Act
- landlord must provide a disclosure statement where tenant exercises an option or lease is renewed
- landlord can only refuse an assignment of lease in limited circumstances
- tenant must follow procedure in the *Retail Leases Act 2003* for obtaining consent for assignment from landlord.

Ministerial Determinations

Since the introduction of the *Retail Leases Act 2003*, a number of premises and tenants have been excluded from the coverage of the Act through ministerial determinations.

The determinations are available at the Office of the Victorian Small Business Commissioner website www.sbc.vic.gov.au

Office of the Victorian Small Business Commissioner

The Victorian Small Business Commissioner is dedicated to promoting a competitive and fair environment for retail tenants and landlords.

The Victorian Small Business Commissioner:

- assists in resolving disputes between landlords and tenants through mediation or other forms of alternative dispute resolution
- provides information and guidelines to tenants and landlords on retail leasing
- issues certificates for the purpose of waiving the 5-year initial term provisions for leases
- delivers education programs.

Dispute resolution

An important principle of dispute resolution under the *Retail Leases Act 2003* is that a retail tenancy dispute must first be referred to the Commissioner before it can proceed to the Victorian Civil and Administrative Tribunal (VCAT). An exception to this requirement is that disputes about rent alone or applications for injunctive relief do not need to be first referred to the Commissioner.

A Referral of Retail Tenancy Dispute form is on the website.

Further Information

Office of the Victorian Small Business Commissioner

Telephone 13VSBC (138 722)
Or visit website: www.sbc.vic.gov.au

This brochure constitutes the important information brochure about retail leases published by the Victorian Small Business Commissioner for the purposes of section 15 of the *Retail Leases Act 2003*.

Important Disclaimer

This publication provides general advice only and is not a legal advice about the operation of the *Retail Leases Act 2003*.

Leasing law is complex, and it is vital that anyone proposing to enter into a lease or vary a lease or who is experiencing difficulties with other parties in relation to a lease, obtain professional advice from a solicitor experienced in leasing law. The Small Business Commissioner expressly disclaims all and any liability to any person in respect of anything and of consequence of anything done or omitted to be done by any person in reliance, whether whole or partial, upon the whole or any part of the contents of this brochure.

Office of the Victorian Small Business Commissioner. November 2012

Ref: 11/18198

THE CITY OF
GREATER GEELONG

RENEWAL (& VARIATION) OF LEASE

GREATER GEELONG CITY COUNCIL
ABN 18 374 210 672

TO

BELREC INCORPORATED
A0012053A

DATE

25 November 2019

PREMISES

PART OF PREMISES LOCATED AT 68
CALVERT STREET, HAMLYN HEIGHTS
3215 KNOWN AS "HAMLYN
RESERVE"

STARTING DATE

1 OCTOBER 2019

EXPIRY DATE

30 SEPTEMBER 2022

FILE NUMBER

LEA-199

KRYSTLE STOSIC

This document has been prepared by the Law Institute of Victoria for use by solicitors only and is not for sale to the public.

It has been prepared for the renewal of an existing Law Institute of Victoria form of Lease. It may require to be added to or amended to ensure its suitability for a particular transaction.

For these reasons this document should only be used by a solicitor.

Warning: The Retail Leases Act 2003 may apply to this Renewal of Lease



COPYRIGHT
Law Institute of Victoria
(2004)

**RENEWAL OF
LEASE OF REAL ESTATE**

(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

Premises: 68 Calvert Street Hamlyn Heights 3215

Since the **Tenant** has exercised the option for renewal of the **Original Lease**, the **Landlord** leases the **Premises** to the **Tenant** for the **Term** and at the **Rent** and on the conditions set out in this document

The **Guarantor**, if any, agrees to be bound by the **Guarantor's** obligations set out in this document.

DEFINITIONS & INTERPRETATION

This document is to be interpreted according to the following rules.

- 1.1 The listed expressions appearing in bold print and commencing with a capital letter have the meanings set out opposite them:

EXPRESSION	MEANING
Act	Retail Leases Act 2003.
Guarantee	the guarantee and indemnity in respect of the Tenant's obligations under the Original Lease given by the Guarantor .
Guarantor	the person named in Item 3 .
Item	an Item in the schedule to this document.
Landlord	the person named in Item 1 , or any other person who will be entitled to possession of the Premises when the Term of this lease ends.
Original Lease	the Lease a copy of which is attached or as otherwise identified in Item 4 .
Premises	the premises specified in Item 4
Rent	the amount in Item 6 , or as varied in accordance with this document.
Tenant	the person named in Item 2 , or any person to whom the renewed lease is subsequently transferred.
Term	the period stated in Item 5 .

- 1.2 Unless otherwise specified, the words and phrases used in this document have the same meaning as in the **Original Lease**.

- 1.3 If the tenant named in the **Original Lease** is not the **Tenant**, then the **Premises**, by virtue of a previous transfer(s), were transferred to the **Tenant** for the residue of the term of the **Original Lease**.

- 1.4 The **Landlord** (even if not named as the landlord in the **Original Lease**) is now the person entitled to take possession of the **Premises** if the tenancy ends.

- 1.5 References to laws include regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with Jurisdiction over the premises. Illegal means contrary to a law as defined in this sub-clause.

- 1.6 This document must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this document does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not

possible to give the provision any effect at all, then it must be severed from the rest of the document.

- 1.7 The law of Victoria applies to this document.
- 1.8 Any change to this document must be in writing and signed by the parties.
- 1.9 An obligation imposed by this document on or **in** favour of more than one person binds or benefits all of them jointly and each of them individually.
- 1.10 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.11 If the **Landlord, Tenant** or **Guarantor** is an individual, this document binds that person's legal personal representative. If any of them is a corporation, this document binds its transferees.
- 1.12 This document is delivered and operates as a deed.

2 TENANT'S OBLIGATIONS

The **Tenant** must pay the **Rent** without any deductions to the **Landlord** on the days and in the way stated in the **Original Lease**. No demand for **Rent** is necessary and the **Landlord** may direct in writing that the **Rent** be paid to another person.

3 GENERAL AGREEMENTS

- 3.1 The lease formed by this document is granted subject to and with the benefit of the same **Tenant's** and **Landlord's** rights obligations and agreements as are contained in the **Original Lease** except:
 - 3.1.1 for the new **Term** and **Rent**; and,
 - 3.1.2 that its provisions are now deleted or changed in the specific manner set out in **Item 8**.
- 3.2 The **Landlord** and the **Tenant** now agree to respectively perform and observe all the rights obligations and agreements in the **Original Lease** as if they were now repeated in full and with only such changes necessary to make them applicable to this document and specifically the changes made by this document.

4 GUARANTEE

The **Guarantor** now agrees that:

- 4.1 the Tenant's obligations and agreements under the Original Lease, as renewed and varied by this document, are subject to and form part of the moneys and obligations the payment and performance of which are guaranteed to the Landlord by the Guarantor under the Guarantee and,
- 4.2 if the Tenant does not perform or observe any of its obligations and agreements under this document, the provisions of the Guarantee apply to them as if the terms of this document were incorporated in the Original Lease at the time it was executed.

S ADDITIONAL PROVISIONS

Any additional provisions set out in **Item 9**:

- 5.1 bind the parties; and
- 5.2 if inconsistent with any other provisions of this document, override them.

FURTHER RENEWAL

If the whole of the **Act** applies to this lease and **if** there is a further option for renewal of the **Original Lease** specified in **Item 7** then the latest date for exercising the option is the date specified in **Item 7**.

7 RETAIL PREMISES LEASE

If this lease is a retail premises lease to which the provisions of the **Act** apply then the parties agree and acknowledge that all of the provisions of this Lease are to be read subject to the provisions of the **Act** and, to the extent of any inconsistency, the provisions of the **Act** prevail.

8 GST

- 8.1 Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.
- 8.2 Amounts payable and consideration provided under or in respect of this lease are GST exclusive.
- 8.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 8.4 An amount payable by the **Tenant** in respect of a creditable acquisition by the **Landlord** from a third party must not exceed the sum of the value of the Landlord's acquisition and the additional amount payable by the Tenant under clause 8.3 on account of the Landlord's GST liability.
- 8.5 A party is not obliged, under clause 8.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

Execution ge

EXECUTED as a deed

SIGNED by GREATER GEELONG CITY COUNCIL by)

TRAVIS KIRWOOD, Manager, Property,
Procurement & Assets, pursuant to a proper)
delegated authority, in the presence of:



Witness

..... **Ji** Sr.S...! ,

Print name



Print usual address

THE COMMON SEAL OF by BELREC INC A0012053A
by those authorised to sign on behalf of the
Association:

Pre £^L



....., (..... ..'If

Print name



Print usual address



Secretary

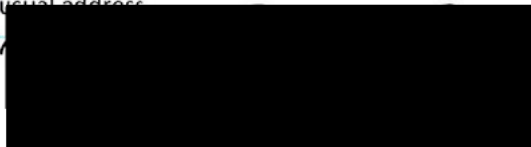


....."

Print name

BRIAN GRINTER

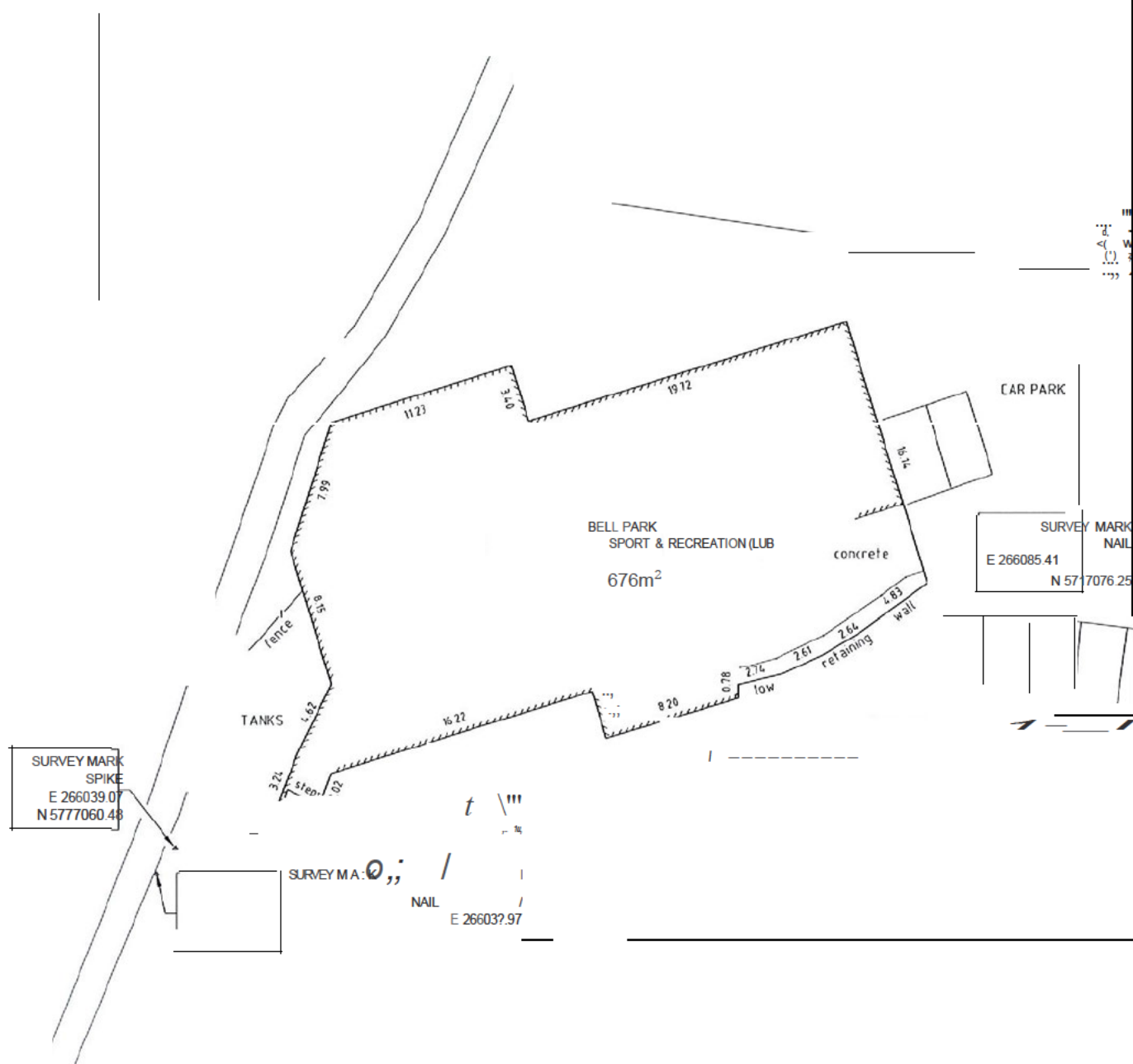
Print usual address



Schedule 1 – Particulars of Lease

Item 1 [Clause 1.1]	Landlord	Greater Geelong City Council ABN 18 374 210 672 of 30 Gheringhap Street, Geelong 3220
Item 2 [Clause 1.1]	Tenant	Belrec Incorporated A0012053A of 68 Calvert Street, Hamlyn Heights 3215
Item 3 [Clause 1.1]	Guarantor	Not applicable.
Item 4 [Clause 1.1]	Original Lease	Dated: 3 November 2016 Premises: The clubrooms situated at 68 Calvert Street Hamlyn Heights 3215 forming part of Hamlyn Reserve and part of the land contained in Certificate of Title Volume 7579 Folio 158.
Item 5 [Clause 1.1]	Term of the renewed lease	Three (3} years starting on 1 October 2019
Item 6 [Clause 1.1]	Rent	(i) During the first year of the Term \$16,500 plus GST per annum; (ii) During each successive year respectively of the Term the Rent shall be increased by CPI increase per annum.
Item 7 [Clause 6]	Number and duration of further term(s)	One (1} further term of three (3) years
	Latest Date for Exercising Option	30 June 2022
Items [Clause 3.1]	Variations	
Item 9 [Clause 5)	Additional Provisions-:	The Plan of the Premises attached in this Deed as Annexure 1 replaces the Plan of the Premises in the Original Lease. Not applicable.

Annexure 1- **l n of Pre 1ses**



1



OVAL

<div>CITY OF GREATER GEELONG DESIGN UNIT ENGINEERING SERVICES</div> <div>Lever 5 100 Brougham St Geetong - PO Box 104 Geetong 3220 Phone (03) 5272-4345 Fax (03) 5272-4374</div>	<div>SCALE</div> <div>2.5 0 5 10</div> <div>LENGTHS ARE IN METRES</div> <div>ORIGINAL SCALE</div> <div>1:250</div>	Surveyor G.H.	<div>LEASE HAMLYN RESERVE 68 CALVERT STREET HAMLYN HEIGHTS</div>
		Date of Survey 20/09/2016	
		Level Book	
		Field Book	PROJECT No. 2016042 V02
		Level Datum	
		Contour Interval	Sheet 1 of

Annexure Two
Profit and loss statement for the financial year ended 30 June
2025

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251
Financial Report for the year ended 30 June 2025

COMMITTEE'S REPORT

Your committee members present this report on the incorporated association for the financial year ended 30 June 2025.

Committee members

The names of each person who has been a committee member during the year and to the date of this report are:

Jeff Jarvis (President)
Jack McNamara (Treasurer)
Keil Lamb (Secretary)
Andrew Mapleson
Paul Den Dryver (Vice President)
Mark Sheahan

Committee members have been in office since the start of the financial year to the date of this report unless otherwise stated.

Principal Activities

The principal activity of the association during the financial year were the provision of sporting and social facilities to members and guests.

Significant changes

No significant change in the nature of these activities occurred during the year.

Operating result

The loss for the association for the financial year ended 30 June 2025 amounted to \$19,637 (2024: \$358,281 profit)

Signed in accordance with a resolution of the Members of the Committee.

Jeff Jarvis

Jack McNamara

Dated this day of October 2025.

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME
FOR THE YEAR ENDED 30 JUNE 2025

	Note	2025	2024
		\$	\$
REVENUE			
Operational income	2	953,573	928,095
Sporting club income	2	534,453	991,412
Other income	2	-	9,886
		<u>1,488,026</u>	<u>1,929,393</u>
EXPENSES			
Cost of Sales - Bar		153,716	154,155
Employee benefits		412,030	381,096
Depreciation and amortisation		120,235	121,914
Occupancy		61,752	38,065
Gaming		79,693	82,446
Sporting club		595,806	629,166
Administration		70,665	132,057
Other		13,766	32,213
		<u>1,507,663</u>	<u>1,571,112</u>
Current year profit/(loss)		<u>(19,637)</u>	<u>358,281</u>
Total comprehensive profit/(loss) for the year		<u>(19,637)</u>	<u>358,281</u>
Total comprehensive profit/(loss) attributable to members of the entity		<u>(19,637)</u>	<u>358,281</u>

The accompanying notes form part of these financial statements.

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

STATEMENT OF FINANCIAL POSITION AS AT 30 JUNE 2025

	Note	2025	2024
		\$	\$
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	3	218,116	236,839
Accounts receivable and other debtors	4	5,560	5,410
Inventory		12,876	13,426
TOTAL CURRENT ASSETS		236,552	255,675
NON-CURRENT ASSETS			
Property, plant and equipment	5	1,733,463	1,783,489
Intangibles	6	259,606	329,816
TOTAL NON-CURRENT ASSETS		1,993,069	2,113,305
TOTAL ASSETS		2,229,621	2,368,980
LIABILITIES			
CURRENT LIABILITIES			
Accounts payable and other payables	7	162,476	182,516
Employee provisions	8a	4,144	17,887
Financial liabilities	9a	56,256	87,013
TOTAL CURRENT LIABILITIES		222,876	287,416
NON-CURRENT LIABILITIES			
Employee provisions	8b	3,617	257,899
Financial liabilities	9b	201,643	2,543
TOTAL NON-CURRENT LIABILITIES		205,260	260,442
TOTAL LIABILITIES		428,136	547,858
NET ASSETS		1,801,485	1,821,122
EQUITY			
Retained earnings		1,801,485	1,821,122
TOTAL EQUITY		1,801,485	1,821,122

The accompanying notes form part of these financial statements.

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30 JUNE 2025

	Retained Earnings
	\$
Balance at 1 July 2023	<u>1,462,841</u>
Profit/(Loss) for the year attributable to members of the entity	358,281
Other comprehensive income for the year	<u> </u>
Balance at 30 June 2024	<u>1,821,122</u>
Profit/(Loss) for the year attributable to members of the entity	(19,637)
Other comprehensive income for the year	<u> </u>
Balance at 30 June 2025	<u><u>1,801,485</u></u>

The accompanying notes form part of these financial statements.

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

STATEMENT OF CASH FLOWS FOR THE YEAR ENDED 30 JUNE 2025

	Note	2025	2024
		\$	\$
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from ordinary activities		873,730	2,026,508
Payments to suppliers and employees		(805,440)	(1,484,700)
Net cash (used in)/generated from operating activities	10	68,290	(541,808)
CASH FLOWS FROM INVESTING ACTIVITIES			
Payment for plant and equipment		-	(470,827)
Net cash used in investing activities		-	(470,827)
CASH FLOWS FROM FINANCING ACTIVITIES			
ROU lease paid		(66,465)	30,375
Repayments of borrowings		(20,548)	(79,016)
Net cash used in financing activities		(87,013)	(48,641)
Net increase/(decrease) in cash held		(18,723)	22,340
Cash and cash equivalents at the beginning of the financial year		236,839	214,499
Cash and cash equivalents at the end of the financial year	3	218,116	236,839

The accompanying notes form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2025

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The committee members have prepared the financial statements on the basis that the association is a non-reporting entity because there are no users who are dependent on its general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the *Associations Incorporation Reform Act 2012 (Victoria)*. The association is a not-for-profit entity for financial reporting purposes under Australian Accounting Standards.

The financial statements have been prepared in accordance with the mandatory Australian Accounting Standards applicable to entities reporting under the *Associations Incorporation Reform Act 2012 (Victoria)* and the significant accounting policies disclosed below, which the directors have determined are appropriate to meet the needs of members. Such accounting policies are consistent with those of previous periods unless stated otherwise.

The financial statements, except for the cash flow information, have been prepared on an accruals basis and are based on historical costs unless otherwise stated in the notes. Material accounting policies adopted in the preparation of these financial statements are presented below and have been consistently applied unless stated otherwise. The amounts presented in the financial statements have been rounded to the nearest dollar.

Accounting Policies

a. Revenue

- Revenue from the rendering of a service is recognised upon the delivery of the service to the customers.
- Donations and bequests are recognised as revenue when received.
- Interest revenue is recognised as it accrues using the effective interest method.
- Non-reciprocal grant revenue is recognised in the profit or loss when the entity obtains control of the grant and it is probable that the economic benefits gained from the grant will flow to the entity and the amount of the grant can be measured reliably.

If conditions are attached to the grant which must be satisfied before it is eligible to receive the contribution, the recognition of the grant as revenue will be deferred until those conditions are satisfied.

When grant revenue is received whereby the entity incurs an obligation to deliver economic value directly back to the contributor, this is considered a reciprocal transaction and the grant revenue is recognised in the statement of financial position as a liability until the service has been delivered to the contributor, otherwise the grant is recognised as income on receipt.

b. Inventory

Inventory is measured at the lower of cost and net realisable value. Costs are assigned on a first in first out basis and include costs incurred in bringing each product to its present location and condition.

c. Property, Plant and Equipment

Property, plant and equipment is measured at cost less depreciation and any impairment losses.

The carrying amount of property, plant and equipment is reviewed annually by the committee to ensure it is not in excess of the recoverable amount of these assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the assets' employment and subsequent disposal. The expected net cash flows have been discounted to their present values in determining recoverable amounts.

In the event the carrying amount of property, plant and equipment is greater than the recoverable amount, the carrying amount is written down immediately to the estimated recoverable amount. A formal assessment of recoverable amount is made when impairment indicators are present (refer to Note 1(d) for details of impairment).

Plant and equipment that have been contributed at no cost, or for nominal cost, are recognised at

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2025

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

the fair value of the asset at the date it is acquired.

Depreciation

The depreciable amount of all fixed assets including buildings and capitalised lease assets, but excluding freehold land is depreciated on a straight-line basis or diminishing value basis over the asset's useful life to the entity commencing from the time the asset is held ready for use.

Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

The depreciation rates used for each class of depreciable assets are:

Class of Fixed Asset	Depreciation Rate
Buildings	1.25 – 1.5%
Plant & Equipment	4.5 - 33%
Furniture & Fittings	15%
Gaming Machines	20%

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains or losses are recognised in profit or loss in the period in which they arise. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained earnings.

d. Impairment of Assets

At the end of each reporting period, the entity reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the asset's fair amount less costs of disposal and value in use, is compared to the asset's carrying amount. Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss.

Where the future economic benefits of the asset are not primarily dependent upon on the asset's ability to generate net cash inflows and when the entity would, if deprived of the asset, replace its remaining future economic benefits, value in use is determined as the depreciated replacement cost of an asset.

Where it is not possible to estimate the recoverable amount of a class of asset, the entity estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Where an impairment loss on a revalued asset is identified, this is debited against the revaluation surplus in respect of the same class of asset to the extent that the impairment loss does not exceed the amount in the revaluation surplus for that same class of asset.

e. Employee Provisions

Provision is made for the associations' obligation for employee benefits arising from services rendered by employees to balance date. Current employee provisions are those which employees are currently entitled to and are measured at the amounts expected to be paid when the liability is settled.

Non-current employee provisions are measured at the present value of the expected future payments to be made to employees. The expected future payments incorporate anticipated future wage and salary levels, experience or employee departures and periods of service, and are discounted at rates determined by reference to market yields at the end of the reporting period on high quality corporate bonds that have maturity dates that approximate the timing of the estimated future cash outflows.

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2025

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The associations' obligations for current employee benefits such as wages, salaries and sick leave are recognised as a part of accounts payable and other payables in the statement of financial position.

Contributions are made by the entity to an employee superannuation fund and are charged as expenses when incurred.

f. Cash and Cash Equivalents

Cash on hand equivalents includes cash on hand, deposits held at-call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within cash and cash equivalent in current assets on the statement of financial position.

g. Accounts Receivable and Other Debtors

Accounts receivable and other debtors include amounts due from sponsors and any outstanding grant receipts. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

h. Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows included in receipts from customers or payments to suppliers.

i. Income Tax

No provision for income tax has been raised as the entity is exempt from income tax under Div 50 of the *Income Tax Assessment Act 1997*.

j. Comparative Figures

Where required by Accounting Standards, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

Where the association retrospectively applies an accounting policy, makes a retrospective restatement or reclassifies items in its financial statements, a third statement of financial position as at the beginning of the preceding period in addition to the minimum comparative financial statements may be presented.

k. Accounts Payable and Other Payables

Trade and other payables represent the liability outstanding at the end of the reporting period for goods and services received by the association during the reporting period which remain unpaid. The balance is recognised as a current liability with the amount being normally paid within 30 days of recognition of the liability.

l. Critical Accounting Estimates and Judgements

The committee evaluates estimates and judgements incorporated into the financial statements based on historical knowledge and best available current information. Estimates assume a reasonable expectation of future events and are based on current trends and economic data, obtained both externally and within the association.

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2025

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

m Intangible Assets

Gaming Machine Entitlements

Gaming machine entitlements are initially recorded at cost. They are subsequently measured at cost less accumulated amortisation and any impairment. Amortisation occurs over the effective life of the entitlements, which is currently 10 years. Entitlements are assessed for impairment annually.

n Leases

Gaming Machines

Gaming machine leases are recognised on the balance sheet exclusive of GST. A liability is raised reflecting the contract's minimum lease payments. A right-of-use asset is also raised to reflect the future economic benefits associated with the contract. This asset is amortised over the life of the lease.

NOTE 2: REVENUE

	2025	2024
	\$	\$
<i>Operational income</i>		
Bar income	372,936	374,558
Bistro and other catering	13,914	-
Gaming and wagering	524,453	524,808
Grants	20,192	13,446
Other	22,078	15,283
	<u>953,573</u>	<u>928,095</u>
<i>Sporting club</i>		
Canteen	-	90,321
Sponsorships	125,181	180,215
Council grants	-	350,000
Functions	38,474	23,936
Uniforms and merchandise	-	259
Fundraising	187,809	146,543
Memberships and registration fees	182,989	141,133
	<u>534,453</u>	<u>991,412</u>
<i>Other Income</i>		
ATM rebate	-	4,386
Profit on disposal of fixed asset	-	5,500
	<u>-</u>	<u>9,886</u>
	<u><u>1,488,026</u></u>	<u><u>1,929,393</u></u>

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2025

NOTE 3: CASH AND CASH EQUIVALENTS

	2025	2024
	\$	\$
Cash at bank	183,203	205,046
Cash on hand	34,913	31,793
	<u>218,116</u>	<u>236,839</u>

NOTE 4: ACCOUNTS RECEIVABLE AND OTHER DEBTORS

	2025	2024
	\$	\$
CURRENT		
Accounts receivable	5,560	5,410
	<u>5,560</u>	<u>5,410</u>

NOTE 5: PROPERTY, PLANT AND EQUIPMENT

	2025	2024
	\$	\$
Buildings at fair value	1,984,813	1,984,814
Less accumulated depreciation	(316,834)	(280,695)
	<u>1,667,979</u>	<u>1,704,119</u>
 Plant and equipment at cost	 267,302	 267,302
Less accumulated depreciation	(215,656)	(209,488)
	<u>51,646</u>	<u>57,814</u>
 Furniture and fittings at cost	 32,573	 32,573
Less accumulated depreciation	(32,573)	(32,573)
	<u>-</u>	<u>-</u>
 Gaming machines at cost	 144,434	 144,434
Less accumulated depreciation	(130,596)	(122,878)
	<u>13,838</u>	<u>21,556</u>
 Total property, plant and equipment	 <u>1,733,463</u>	 <u>1,783,489</u>

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2025

NOTE 6: INTANGIBLES

	2025	2024
	\$	\$
Software – System One	5,094	5,094
Less: Accumulated Amortisation	(5,094)	(5,094)
	<u>-</u>	<u>-</u>
Gaming machine entitlements	353,912	353,912
Less: Accumulated Amortisation	(101,713)	(66,322)
	<u>252,199</u>	<u>287,590</u>
Right-of-use gaming machines	46,698	46,698
Less: Accumulated Amortisation	(44,104)	(28,538)
	<u>2,594</u>	<u>18,160</u>
Right-of-use COGG lease	57,758	57,758
Less accumulated amortisation	(52,945)	(33,692)
	<u>4,813</u>	<u>24,066</u>
	<u>259,606</u>	<u>329,816</u>

NOTE 7: ACCOUNTS PAYABLE AND OTHER PAYABLES

	2025	2024
	\$	\$
CURRENT		
Accounts payable	122,611	128,403
ATO liabilities	32,111	36,121
Superannuation payable	7,754	17,992
	<u>162,476</u>	<u>182,513</u>

NOTE 8: EMPLOYEE PROVISIONS

		2025	2024
		\$	\$
CURRENT			
Provisions for long service leave	8a	4,144	17,887
		<u>4,144</u>	<u>17,887</u>
NON-CURRENT			
Provisions for long service leave	8b	3,617	2,543
		<u>3,617</u>	<u>2,543</u>
		<u>7,761</u>	<u>20,430</u>

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2025

NOTE 9: FINANCIAL LIABILITIES

	2025	2024
	\$	\$
CURRENT		
Gaming Machine Entitlement Loan	48,033	48,033
IGT Australia – Gaming machines	-	1,604
	<u>48,033</u>	<u>49,637</u>
CURRENT		
Lease liability – Gaming machines	2,895	16,828
Lease liability - COGG	5,328	20,548
	<u>8,223</u>	<u>37,376</u>
	<u>56,256</u>	<u>87,013</u>
9a		
NON-CURRENT		
Loan - Members	45,550	45,550
Gaming machine entitlement loan	156,093	204,126
	<u>201,643</u>	<u>249,676</u>
Lease liability – Non- Current		
Lease liability – Gaming machines	-	2,895
Lease liability - COGG	-	5,328
	<u>-</u>	<u>8,223</u>
	<u>201,643</u>	<u>257,899</u>
9b		

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2025

NOTE 10: CASH FLOW INFORMATION

	2025	2024
	\$	\$
Reconciliation of cash flows from operations with net current year profit		
Net current year profit/(loss)	(19,637)	358,281
Non-cash flows in profit:		
– depreciation and amortisation	120,236	121,914
Changes in assets and liabilities:		
– (increase)/decrease in accounts receivable and other debtors	(150)	2,080
– (Increase)/decrease in inventory	550	527
– Increase/(decrease) in accounts payable and other payables	(20,040)	62,152
– Increase/(decrease) in employee provisions	(12,669)	(3,146)
Cash flows (used in)/provided by operating activities	<u>68,290</u>	<u>541,808</u>

NOTE 11: EVENTS AFTER BALANCE DATE

Since 30 June 2025 there have been no other matters or circumstances that have arisen which require adjustments to the financial statements.

NOTE 12: ENTITY DETAILS

The registered office of the association is:

Belrec Inc. – Trading as Bell Park Sports & Recreation Club
34 – 70 Calvert St
Hamlyn Heights VIC 3215

The principal place of business is:

Belrec Inc. – Trading as Bell Park Sports & Recreation Club
34 – 70 Calvert St
Hamlyn Heights VIC 3215

BELREC INC.
Trading as Bell Park Sport & Recreation Club
ABN: 64 529 456 251

COMMITTEES' DECLARATION

In accordance with a resolution of the committee of Belrec Inc, the committee members declare that:

1. The financial statements and notes, as set out on pages 3 to 15, are in accordance with the *Associations Incorporation Reform Act 2012 (Victoria)* and:
 - a. comply with the Australian Accounting Standards applicable to the association; and
 - b. give a true and fair view of the financial position of the association as at 30 June 2025 and its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements.
2. In the committee's opinion there are reasonable grounds to believe that the association will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Members of the Committee.

Jeff Jarvis

Jack McNamara

Dated this October 2025

Annexure Three - Summary of Grants

Item 11 – Summary of Grants

Despite Bell Park Sport and Recreation Club's efforts to apply for 15 grants (please refer to the table below), we believe that our association with gaming machines (pokies) may be a significant factor in why we've only been successful twice. Many grant providers, particularly those focused on community, health, and social well-being, have policies or unspoken preferences that disfavour organisations with gaming revenue streams.

This bias likely stems from concerns about the potential negative impacts of gambling on the community, and grant bodies may prefer to fund projects from clubs or organisations that don't rely on pokies for revenue. Even if our projects are community-focused and well-aligned with the grant criteria, the presence of gaming machines could be seen as conflicting with the values or goals of some funding bodies.

We recognise that this could be affecting our ability to secure grants, and it's an issue we may need to address to improve our success rate in the future.

Status	Sporting Organisation	Grant (or the "Category" for a Request)	Grant \$ applied for
1. Lodged, pending outcome	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Sporting Club Grant Category 2 - Round 1, 2024-25	\$4,942.00
2. Lodged, pending outcome	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Geelong Council Healthy and Connected Community Grants 2025	\$2,000.00
3. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Telstra Footy Country Grants	\$5,640.00
4. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Sporting Club Grant Category 2 - Round 2, 2023-24	\$2,000.00
5. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Grassroots Cricket Fund 2023	\$3,405.00
6. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Sporting Club Grant Category 2 - Round 1, 2023-24	\$2,000.00

7. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Volunteer Grants 2023	\$4,658.00
8. Successful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Geelong Council Healthy and Connected Community Grants 2024 - Round 1	\$2,000.00
9. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	AFL Strategic Community Investment Fund 2023	\$25,000.00
10. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Stronger Communities Program - Round 8	\$20,000.00
11. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Sporting Club Grant Category 2 - Round 2, 2022-23	\$2,000.00
12. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Geelong Council Healthy and Connected Community Grants - Round 1 2023	\$2,000.00
13. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Community Shade Grant 2022	\$4,578.00
14. Successful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Defibrillator for Sports Clubs Grant - Round 4	\$3,000.00
15. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Stronger Communities Program - Round 6	\$18,940.00
16. Successful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Regional All Abilities Participation Grants 2025-26	\$4,449.96
17. Successful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Regional All Abilities Participation Grants 2025-26	\$7,755.00
18. Unsuccessful	Belrec Incorporated trading as Bell Park Sport & Recreation Club	Sporting club grants program 2025-2026	\$1,000

Annexure Four - Cash Flow Statement

Profit and Loss

Bell Park Sport and Recreation Club
For the year ended 30 June 2024

Account		Comments
Trading Income		
Grants	0.00	No figure attributed - would expect to be more successful for whole club grants
Donations	0.00	Yearly dependant - assume nil and would have a correspondending expense line
Fundraising Revenue	0.00	Only would occur if run club wide fundraising outside of sections normal season fundraising - assumed nil as we do not have a guage on this
Sponsorship Revenue	119,840.00	Fyansford Money \$119,840 (after GST)
Function Revenue	0.00	Assumed no extra functions outside of general section functions
Total Trading Income	119,840.00	
Gross Profit	119,840.00	
Operating Expenses		
Accounting and Xero Costs	6,000.00	Estimate - would be reduced as No CBS - reduced Audit no IAS Could Trim back to \$6000 - \$4000 end of year account \$2000 audit
Advertising Expenses	1,000.00	AGM, marketing the club - estimate
Banking and Square Fees	0.00	Sections responsibility unless run functions
Loan Repayment - Fyansford	26,415.24	As per sheet - government to come to party
BAR Expenses	0.00	Sections responsibility unless run functions
Cleaning Costs	0.00	Sections responsibility unless run functions
Employee Board Expenses	0.00	None noted
Equipment Expenses	0.00	NA
Function Expenses	0.00	Only be applicable if run functions in social rooms separate to sections
Fundraising Expenses	0.00	Full within the sections
General Insurance Expense	30,000.00	Assumed mostly unchange
Kitchen Expense	0.00	Sections responsibility unless run functions in a club pool
Licenses and Permits Expenses	5,000.00	Unchanged still aligned to Clubs VIC Consumer affairs
Rent and Rates Expenses	10,000.00	estimate at reduced council rates
Repairs Maintenance Expenses	5,000.00	Estimate
Security Expenses	1,000.00	Estimate
Sponsorship Expenses	0.00	Sections responsibility unless run functions
Stationary Expenses	800.00	Estimate
Bell Park Care	2,500.00	Estimate - 25 packages at 100
Technology Costs	3,000.00	Revsports maintain club printer
Utilities	10,000.00	Cover club
Total Operating Expenses	100,715.24	These total costs will need to be spread across sections if not funded by sponsorship money from this deal.
Net Profit	19,124.76	
Net Profit prior to entitlement loan	45,540.00	All profit would be distributed to sections to improve operations or invested into club wide infrastruclured based on need.

Account	2026 Budget Cricket 026 Without Pokies Cricket Net difference		Comments
Trading Income			
BAR Revenue	15,000.00	15,000.00	0.00 No noted changed
Grant Funds	11,000.00	11,000.00	0.00 Hopeful of being more succesful in this space - no figure put on this
Canteen Revenue	18,000.00	18,000.00	0.00 No noted changed
Membership Revenue	30,000.00	30,000.00	0.00 No noted changed
Function Revenue	15,000.00	17,000.00	5,000.00 Would enable them to bring functions in house and/or fully profit from bar
Fundraising Revenue	16,000.00	16,000.00	0.00 No noted changed
Sponsorship Revenue	33,000.00	33,000.00	0.00 No noted changed
MERCHANDISE Income	500.00	500.00	0.00 No noted changed
Square Discounts	(800.00)	(800.00)	0.00 No noted changed
Square Sales	0.00	0.00	0.00 No noted changed
Unknown Revenue	0.00	0.00	0.00 No noted changed
Total Trading Income	137,700.00	139,700.00	2,000.00
Gross Profit	137,700.00	139,700.00	2,000.00
Operating Expenses			
Technology Costs	1,500.00	1,500.00	0.00 No noted changed
Sponsorship Expenses	2,000.00	2,000.00	0.00 No noted changed
Banking and Square Fees	600.00	600.00	0.00 No noted changed
BAR Expenses	10,500.00	10,500.00	0.00 No noted changed
Affiliation & Insurance Expenses	3,500.00	3,500.00	0.00 No noted changed
Canteen Expenses	11,500.00	11,500.00	0.00 No noted changed
Coaching Payments	7,000.00	7,000.00	0.00 No noted changed
Match Day Expenses	14,000.00	14,000.00	0.00 No noted changed
Merchandise Expense	0.00	0.00	0.00 No noted changed
Other Expenses	5,000.00	5,000.00	0.00 No noted changed
Player Payments	9,500.00	9,500.00	0.00 No noted changed
Trophy Expenses	2,500.00	2,500.00	0.00 No noted changed
Turf & Curator Expenses	25,000.00	25,000.00	0.00 No noted changed
Utilities	3,000.00	0.00	-3,000.00 Funded by overall club profits from deal
Equipment Expenses	2,000.00	2,000.00	0.00 No noted changed
Function Expenses	9,000.00	9,000.00	0.00 No noted changed
Fundraising Expenses	10,000.00	10,000.00	0.00 No noted changed
Umpire Expenses	3,000.00	3,000.00	0.00 No noted changed
Uniform Expenses	6,000.00	6,000.00	0.00 No noted changed
Repairs Maintenance Expenses	500.00	500.00	0.00 No noted changed
Rent and Rates Expenses	9,500.00	9,500.00	0.00 No noted changed
Total Operating Expenses	135,600.00	132,600.00	-3,000.00 No noted changed
Net Profit	2,100.00	7,100.00	5,000.00

Account	Proposed Winter 2026	Winter 2026 without Pokies	Variance	Comments
Income				
BAR Revenue (4200)	\$ 28,000	\$ 95,000	\$ 67,000	\$82k was bar income taken from home games and functions of footy in 2025 figure used here - less some bar profit agreed to share in 2026 estimated \$15
Function Revenue (4311)	\$ 54,500	\$ 54,500	-	no noted change
Fundraising Revenue (4308)	\$ 87,000	\$ 87,000	-	no noted change
Membership Revenue	\$ 130,300	\$ 130,300	-	no noted change
Kitchen Income	\$ 22,000	\$ 22,000	-	no noted change
MERCHANDISE Income (4316)	\$ 29,500	\$ 29,500	-	no noted change
Sponsorship Revenue (4313)	\$ 135,000	\$ 135,000	-	no noted change
Canteen Revenue (4319)	\$ 112,000	\$ 112,000	-	no noted change
Total Income	\$ 598,300	\$ 665,300	\$ 67,000	
Less Operating Expenses (Mens Seniors)				
Affiliation & Insurance Expenses (6999)	\$ 4,311	\$ 4,311	\$0.00	no noted change
Coaching Expenses (6604)	\$ -	\$ -	\$0.00	no noted change
Coaching Payments (6638)	\$ 65,000	\$ 65,000	\$0.00	no noted change
Equipment Expenses (6611)	\$ 10,500	\$ 10,500	\$0.00	no noted change
Medical Costs (6608)	\$ 8,000	\$ 8,000	\$0.00	no noted change
Trainer Payments (6646)	\$ 25,000	\$ 25,000	\$0.00	no noted change
Function Expenses (6615)	\$ 5,100	\$ 5,100	\$0.00	no noted change
Match Day Expenses (6998)	\$ 7,000	\$ 7,000	\$0.00	no noted change
Merchandise Expense (6640)	\$ 2,000	\$ 2,000	\$0.00	no noted change
Other Expenses (6635)	\$ 600	\$ 600	\$0.00	no noted change
Player Payments (6629)	\$ 110,000	\$ 110,000	\$0.00	no noted change
Technology Costs (6139)	\$ 16,000	\$ 16,000	\$0.00	no noted change
Trophy Expenses (6996)	\$ 300	\$ 300	\$0.00	no noted change
Umpire Expenses (6628)	\$ 25,000	\$ 25,000	\$0.00	no noted change
Uniform Expenses (6605)	\$ 6,000	\$ 6,000	\$0.00	no noted change
Total Operating Expenses (Mens Seniors)	\$ 284,811	\$ 284,811	\$0.00	no noted change
Less Operating Expenses (Female seniors)				
Affiliation/Rego & Insurance Expenses (6999)	\$ 1,000	\$ 1,000	\$0.00	no noted change
Coaching Expenses (6604)	\$ 1,500	\$ 1,500	\$0.00	no noted change
Coaching Payments (6638)	\$ 10,000	\$ 10,000	\$0.00	no noted change
Equipment Expenses (6611)	\$ 3,000	\$ 3,000	\$0.00	no noted change
Medical Costs (6608)	\$ 2,500	\$ 2,500	\$0.00	no noted change
Trainer Payments (6646)	\$ 5,000	\$ 5,000	\$0.00	no noted change
Function Expenses (6615)	\$ -	\$ -	\$0.00	no noted change
Match Day Expenses (6998)	\$ 4,500	\$ 4,500	\$0.00	no noted change
Merchandise Expense (6640)	\$ -	\$ -	\$0.00	no noted change
Other Expenses (6635)	\$ -	\$ -	\$0.00	no noted change
Player Payments (6629)	\$ -	\$ -	\$0.00	no noted change
Technology Costs (6139)	\$ -	\$ -	\$0.00	no noted change
Trophy Expenses (6996)	\$ 2,700	\$ 2,700	\$0.00	no noted change
Umpire Expenses (6628)	\$ 5,000	\$ 5,000	\$0.00	no noted change
Uniform Expenses (6605)	\$ 4,800	\$ 4,800	\$0.00	no noted change
Total Operating Expenses (Female Seniors)	\$ 40,000	\$ 40,000	\$0.00	no noted change
Less Operating Expenses (Juniors)				
Affiliation & Insurance Expenses (6999)	\$ 5,000	\$ 5,000	\$0.00	no noted change
Coaching Expenses (6604)	\$ -	\$ -	\$0.00	no noted change
Coaching Payments (6638)	\$ 12,500	\$ 12,500	\$0.00	no noted change
Equipment Expenses (6611)	\$ 8,000	\$ 8,000	\$0.00	no noted change
Medical Costs (6608)	\$ 1,000	\$ 1,000	\$0.00	no noted change
Trainer Payments (6646)	\$ 1,000	\$ 1,000	\$0.00	no noted change
Function Expenses (6615)	\$ 2,500	\$ 2,500	\$0.00	no noted change
Match Day Expenses (6998)	\$ 1,200	\$ 1,200	\$0.00	no noted change
Other Expenses (6635)	\$ -	\$ -	\$0.00	no noted change
Trophy Expenses (6996)	\$ 2,000	\$ 2,000	\$0.00	no noted change
Umpire Expenses (6628)	\$ 10,500	\$ 10,500	\$0.00	no noted change
Uniform Expenses (6605)	\$ 2,000	\$ 2,000	\$0.00	no noted change
Total Operating Expenses (Juniors)	\$ 45,700	\$ 45,700	\$0.00	no noted change
Less Operating Expenses (Netball)				
Affiliation & Insurance Expenses (6999)	\$ 21,500	\$ 21,500	\$0.00	no noted change
Coaching Payments (6638)	\$ 9,000	\$ 9,000	\$0.00	no noted change
Equipment Expenses (6611)	\$ 2,000	\$ 2,000	\$0.00	no noted change
Medical Costs (6608)	\$ -	\$ -	\$0.00	no noted change
Trainer Payments (6646)	\$ -	\$ -	\$0.00	no noted change
Merchandise Expense (6640)	\$ -	\$ -	\$0.00	no noted change
Functions	\$ -	\$ -	\$0.00	no noted change
Player Payments (6629)	\$ 17,000	\$ 17,000	\$0.00	no noted change
Trophy Expenses (6996)	\$ 800	\$ 800	\$0.00	no noted change
Umpire Expenses (6628)	\$ 7,700	\$ 7,700	\$0.00	no noted change
Uniform Expenses (6605)	\$ 750	\$ 750	\$0.00	no noted change
Total Operating Expenses (Netball)	\$ 58,750	\$ 58,750	\$0.00	no noted change
Less Operating Expenses (AA)				
Affiliation & Insurance Expenses (6999)	\$ -	\$ -	\$0.00	no noted change
Coaching Payments (6638)	\$ -	\$ -	\$0.00	no noted change

Equipment Expenses (6611)	\$	300	\$	300	\$0.00	no noted change
Medical Costs (6608)	\$	-	\$	-	\$0.00	no noted change
Trainer Payments (6646)	\$	-	\$	-	\$0.00	no noted change
Function Expenses (6615)	\$	800	\$	800	\$0.00	no noted change
Match Day Expenses (6998)	\$	-	\$	-	\$0.00	no noted change
Merchandise Expense (6640)	\$	1,500	\$	1,500	\$0.00	no noted change
Other Expenses (6635)	\$	500	\$	500	\$0.00	no noted change
Trophy Expenses (6996)	\$	300	\$	300	\$0.00	no noted change
Uniform Expenses (6605)	\$	-	\$	-	\$0.00	no noted change
Total Operating Expenses (AA)	\$	3,400	\$	3,400	\$0.00	no noted change
Less Operating Expenses (All)		\$		-	\$0.00	no noted change
Affiliation & Insurance Expenses (6999)	\$	7,100	\$	7,100	\$0.00	no noted change
Banking and Square Fees (6133)	\$	1,200	\$	1,200	\$0.00	no noted change
BAR Expenses (6501)	\$	11,200	\$	38,000	\$26,800.00	40% cost of goods on bar
Canteen Expenses (6642)	\$	56,000	\$	56,000	\$0.00	no noted change
Function Expenses (6615)	\$	24,000	\$	24,000	\$0.00	no noted change
Fundraising Expenses (6645)	\$	16,000	\$	16,000	\$0.00	no noted change
Kitchen Expenses/Supplies	\$	14,750	\$	14,750	\$0.00	no noted change
Merchandise Expense (6640)	\$	10,000	\$	10,000	\$0.00	no noted change
Medical Costs (6608)	\$	-	\$	-	\$0.00	no noted change
Rent and Rates Expenses (6209)	\$	10,800	\$	10,800	\$0.00	no noted change
Repairs Maintenance Expenses (6811)	\$	1,300	\$	1,300	\$0.00	no noted change
Sponsorship Expenses (6143)	\$	-	\$	-	\$0.00	no noted change
Stationary Expenses (6149)	\$	500	\$	500	\$0.00	no noted change
Utilities	\$	7,000	\$	-	(\$7,000.00)	Funded out of Fyansford money
Technology Costs (6139)	\$	650	\$	650	\$0.00	no noted change
Other Expenses (6635)	\$	-	\$	-	\$0.00	no noted change
Square Fees	\$	-	\$	-	\$0.00	no noted change
Total Operating Expenses (All)	\$	160,500	\$	180,300	\$19,800.00	
Total Expenses	\$	593,160.83	\$	612,960.83	\$	19,800.00
Total Profit	\$	5,139.17	\$	52,339.17	\$	47,200.00

Loan Calculator

Input Parameters:

Loan Amount:	132076.27	Assumed removal of machines 1/12/2027
Annual Interest Rate (%):	0	1 year to get approvals then 1 year to build
Loan Term (Years):	5	
Payments per Year:	12	

Monthly Payment Needed:	2201.27
Year Payment Needed:	26415.24

Repayment Schedule

Payment Number	Beginning Balance	Monthly Payment	Interest Paid	Principal Paid	Ending Balance
1	132076.27	2201.27	0	2201.27	129875
2	129875	2201.27	0	2201.27	127673.73
3	127673.73	2201.27	0	2201.27	125472.46
4	125472.46	2201.27	0	2201.27	123271.19
5	123271.19	2201.27	0	2201.27	121069.92
6	121069.92	2201.27	0	2201.27	118868.65
7	118868.65	2201.27	0	2201.27	116667.38
8	116667.38	2201.27	0	2201.27	114466.11
9	114466.11	2201.27	0	2201.27	112264.84
10	112264.84	2201.27	0	2201.27	110063.57
11	110063.57	2201.27	0	2201.27	107862.3
12	107862.3	2201.27	0	2201.27	105661.03
13	105661.03	2201.27	0	2201.27	103459.76
14	103459.76	2201.27	0	2201.27	101258.49
15	101258.49	2201.27	0	2201.27	99057.22
16	99057.22	2201.27	0	2201.27	96855.95
17	96855.95	2201.27	0	2201.27	94654.68
18	94654.68	2201.27	0	2201.27	92453.41
19	92453.41	2201.27	0	2201.27	90252.14
20	90252.14	2201.27	0	2201.27	88050.87
21	88050.87	2201.27	0	2201.27	85849.6
22	85849.6	2201.27	0	2201.27	83648.33
23	83648.33	2201.27	0	2201.27	81447.06
24	81447.06	2201.27	0	2201.27	79245.79
25	79245.79	2201.27	0	2201.27	77044.52
26	77044.52	2201.27	0	2201.27	74843.25
27	74843.25	2201.27	0	2201.27	72641.98
28	72641.98	2201.27	0	2201.27	70440.71
29	70440.71	2201.27	0	2201.27	68239.44
30	68239.44	2201.27	0	2201.27	66038.17
31	66038.17	2201.27	0	2201.27	63836.9
32	63836.9	2201.27	0	2201.27	61635.63
33	61635.63	2201.27	0	2201.27	59434.36
34	59434.36	2201.27	0	2201.27	57233.09
35	57233.09	2201.27	0	2201.27	55031.82
36	55031.82	2201.27	0	2201.27	52830.55
37	52830.55	2201.27	0	2201.27	50629.28
38	50629.28	2201.27	0	2201.27	48428.01
39	48428.01	2201.27	0	2201.27	46226.74
40	46226.74	2201.27	0	2201.27	44025.47
41	44025.47	2201.27	0	2201.27	41824.2
42	41824.2	2201.27	0	2201.27	39622.93
43	39622.93	2201.27	0	2201.27	37421.66
44	37421.66	2201.27	0	2201.27	35220.39
45	35220.39	2201.27	0	2201.27	33019.12
46	33019.12	2201.27	0	2201.27	30817.85
47	30817.85	2201.27	0	2201.27	28616.58
48	28616.58	2201.27	0	2201.27	26415.31
49	26415.31	2201.27	0	2201.27	24214.04
50	24214.04	2201.27	0	2201.27	22012.77
51	22012.77	2201.27	0	2201.27	19811.5
52	19811.5	2201.27	0	2201.27	17610.23
53	17610.23	2201.27	0	2201.27	15408.96
54	15408.96	2201.27	0	2201.27	13207.69
55	13207.69	2201.27	0	2201.27	11006.42
56	11006.42	2201.27	0	2201.27	8805.15
57	8805.15	2201.27	0	2201.27	6603.88
58	6603.88	2201.27	0	2201.27	4402.61
59	4402.61	2201.27	0	2201.27	2201.34
60	2201.34	2201.27	0	2201.27	0.07

Future Payments:				
Due Date	Deferred From	Payment Type	Total Due	Entitlements
28/02/2025		Instalment	\$12,008.22	28
31/05/2025		Instalment	\$12,008.22	28
31/08/2025		Instalment	\$12,008.22	28
30/11/2025		Instalment	\$12,008.22	28
28/02/2026		Instalment	\$12,008.22	28
31/05/2026		Instalment	\$12,008.22	28
31/08/2026		Instalment	\$12,008.22	28
30/11/2026		Instalment	\$12,008.22	28
28/02/2027		Instalment	\$12,008.22	28
31/05/2027		Instalment	\$12,008.22	28
31/08/2027		Instalment	\$12,008.22	28
30/11/2027		Instalment	\$12,008.22	28
29/02/2028		Instalment	\$12,008.22	28
31/05/2028		Instalment	\$12,008.22	28
31/08/2028		Instalment	\$12,008.22	28
30/11/2028		Instalment	\$12,008.22	28
28/02/2029		Instalment	\$12,008.22	28
31/05/2029		Instalment	\$12,008.22	28
31/08/2029		Instalment	\$11,994.07	28
Total Due:			\$228,142.03	