eLVAS Client Interaction Report
For Interaction id: 1066597

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Outwards) Case
Interaction method:	Email
Interaction date:	22-Aug-2013 8:36 AM
Entered by:	Howard, Judith
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

Document Type	Title	Received/Sent
Outgoing email	eApproval	22-Aug-2013

Interaction Record History

Service Centre:	Beenleigh
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Howard, Judith
Date:	22-Aug-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report
For Interaction id: 1066596

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Outwards) Case
Interaction method:	Letter
Interaction date:	22-Aug-2013 8:35 AM
Entered by:	Howard, Judith
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

Document Type	Title	Received/Sent
Outgoing Letter/Document	Signed Approval	22-Aug-2013

Interaction Record History

Service Centre:	Beenleigh
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Howard, Judith
Date:	22-Aug-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM

WHEELER Kathy

From: Howard Judi
Sent: Thursday, 22 August 2013 8:33 AM
To: 'Craig Silva'
Subject: RE: 2013/003486 - BCC & Australian Crawl Pty Ltd - Sandgate Pool
Attachments: Signed Approval.pdf

HI Craig

Please find attached the approval for the trustee lease, the original is in the mail

Regards

Judi Howard
Land Administration Officer
Land Management Beenleigh
Department of Natural Resources and Mines PO Box 1164 Beenleigh 4207
phone: 07 3884 8047 facsimile: 07 3884 8079 judi.howard@dnrm.qld.gov.au www.dnrm.qld.gov.au

Work Safe, Home Safe

RTI DL RELEASE - DNRM

-----Original Message-----
From: Craig Silva [mailto:Craig.Silva@brisbane.qld.gov.au]
Sent: Wednesday, 21 August 2013 11:07 AM
To: Howard Judi
Subject: 2013/003486 - BCC & Australian Crawl Pty Ltd - Sandgate Pool

Dear Judi

I write with respect to your letter dated 27 June 2013.

As required, the necessary amendments to the trustee lease have been undertaken and I have attached a fully executed copy of same.

Would you please review and if you're satisfied issue the Form 18 General Consent.

In the meantime, if you require any further information please call me.

Kind regards

Craig

Craig Silva
Solicitor | Brisbane City Legal Practice OFFICE OF THE LORD MAYOR & CEO | BRISBANE CITY COUNCIL

266 George Street, Brisbane, Qld 4000
Phone: 07 3403 5305 | Fax: 07 3403 5432
Email: Craig.Silva@brisbane.qld.gov.au.....
.....
Web: http://www.brisbane.qld.gov.au/

Twitter: http://twitter.com/brisbanecityqld
Facebook: http://www.facebook.com/BrisbaneCityCouncil

****
This message has passed through an insecure network.
Please direct all enquiries to the message author.
****

RTI DL RELEASE - DNRM

Queensland Government

Department of
Natural Resources and Mines

Author Judi Howard
File / Ref number 2013/003468
Beenleigh Office
Phone 07 3884 8047

22 August 2013

Brisbane City Council
GPO Box 1434
BRISBANE QLD 4001

Attention: Craig Silva

Dear Mr. Silva

RE: Trustee Lease over Deed of Grant in Trust for Local Government (Swimming Pool) Purposes being Lot 307 on SL6504, Australian Crawl Pty Ltd.

I refer to the above application received 20 June 2013 and attach approval of the Minister administering the Land Act 1994 to the Trustee Lease. The Trustee Lease is to be lodged with an office of this Department capable of lodgement of documents in the Land Registry within six (6) months of the date of this letter.

The following items must accompany the Trustee lease (and any other relevant documentation) when lodged in the Land Information and Titles:

- Form 18 – General Consent and Form 20 Schedule
- Items specified in Form 20

Prescribed registration fees are payable at the time of lodgement in the Registry.

If you require any further information please contact Judi Howard on 3884 8047 or judi.howard@dnrm.qld.gov.au quoting reference 2013/003468.

Yours sincerely

49-Sch4 - Personal Information

Judi Howard
Land Administration Officer
Beenleigh Office

PTIDL RELEASE - DNRM

Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079

FORM 18 Version 5

GENERAL CONSENT

Land Title Act 1994, Land Act 1994 and Water Act 2000 **Queensland Land Registry**

1. Description of Lot	County	Parish	Title Reference
Lot 307 on CP SL6504	Stanley	Nundah	14592170

2. Instrument being consented to

Instrument/Document type: **TRUSTEE LEASE**

Dated:

Names of Parties: **Brisbane City Council as Trustee and**
Australian Crawl Pty Ltd A.C.N. 094 473 104.

3. Instrument under which consent required

Instrument/Document type: **Trustee Lease**

Dealing No.:

Name of Consenting Party: **MINISTER ADMINISTERING THE LAND ACT 1994**

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The party identified in Item 3 consents to the registration of the instrument/document identified in Item 2.

Witnessing Officer	Execution Date	Consenting Party's Signature
NO WITNESS REQUIRED		
..... signature	21/08/13.	49-Sch4 - Personal Information
..... full name		Diane Therese McQuade
..... qualification		A/Senior Land Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)		A duly authorised delegate of the Minister under the current Land Act (Ministerial) Delegation

Note 1: This consent is given under Section 57 of the *Land Act 1994* and is valid for a period of six (6) months from the date of execution shown above.

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is to maintain the publicly searchable registers in the land registry and the water register. For more information on privacy in NRM's, see:- http://www.derm.qld.gov.au/about/privacy/index.html

Reference Details

Reference No.	2013/003468
Action Type:	Approval for a Trustee Lease
Action Status:	Proposed
Title Ref:	14592170
Tenure Type:	Deed of Grant
Service Centre:	Brisbane
Region:	South East

No Interested Parties

Description of Land

Total Area (ha): 2.9320 Surveyed

Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area	Parish	County	Local Authority
307/SL6504	2.9320 ha	Nundah	Stanley	Brisbane City Council

No Forestry Entitlement

No Future Conservation Areas

No Tenant Correspondents

No Acts and Sections

No Document Recipient

No Encumbrances

No Parent Titles

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No Attached Tenures

No Reserves

Land Value Information

Subdivision Parcel:
Purpose:
Category:
Sub Category:
Rental Type:
Fixed Rent Expires:
Rate:
:
Sale Price:
Improvements Value:
Deposit:

Timber Value:
Timber Installment:

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

RTI DL RELEASE - DNRM

eLVAS Submission Report
For Case id: 2013/003468

Submission Details

Type: Submission
Title: Submission Approval TTL
Created: 21-Aug-2013
Submitted: 21-Aug-2013 **Submitted By:** Howard, Judith

Actioning Officer's Recommendation:
An application has been received from Brisbane City Council for approval of a trustee lease over Deed of Grant in trust being Lot 307 on SL6504.

Please see the attached submission for approval of trustee lease.

Optional Recommendation Document:
Submission

Documents

Component	Document Type	Title	Received/Sent
	Application	BCC Email Applic-Ministerial Consent-Trustee Lease	20-Jun-2013
	Application	Trustee Lease to Australian Crawl Pty Ltd	20-Jun-2013
	Application	Application form Part A	20-Jun-2013
	Application	Application Form Part B	20-Jun-2013
	Land Registry Forms	Form 7 Trustee Lease Page 1 - 33	20-Jun-2013
	Land Registry Forms	Form 7 Trustee Lease Page 34 - 66	20-Jun-2013
	Internal Document/Report	Current Title 14592170 (307 SL6504)	21-Jun-2013
	Internal Document/Report	SLAM_LARIE Spatial Layers for 307 SL6504	21-Jun-2013
	Internal Document/Report	SmartMap for 307 SL6504	21-Jun-2013
	Native Title Documentation	Deed of Grant 14592170	21-Jun-2013
	Native Title Documentation	SL6504	21-Jun-2013
	Native Title Documentation	Specific Parcel Report	21-Jun-2013
	Native Title Documentation	7.1 Native Title	21-Jun-2013

RTI DL RELEASE - DNRM

	Assessment	
Internal Document/Report	Draft In Principle Approval	21-Jun-2013
Word Submission	Submission	21-Jun-2013
Outgoing Letter/Document	Signed In Principle Approval	27-Jun-2013
External Document/Report	Executed TTL	21-Aug-2013
Incoming email	Email with TTL	21-Aug-2013
Internal Document/Report	Draft FORM 18	21-Aug-2013
Internal Document/Report	Draft Approval	21-Aug-2013
Word Submission	Submission	21-Aug-2013
Audit Report	Submission Verification Report (Action 1)	21-Aug-2013

Case issues

No case issues

Case notes

No case notes

Applications

Application Id	Application Type	Status	Primary
1	New Trustee Lease	Approved by MD	Y
	No Decision		

Actions

Action Id	Action Type	Status	Status Date
1	Approval for a Trustee Lease	Approved by MD	22-Aug-2013

Decision: Approved by MD **Decision Date:** 21-Aug-2013

Basis for Decision:
Section 57 (1)Land Act 1994
Section 57 (2)Land Act 1994

Additional Comments:
Approval is granted for the trustee lease between Brisbane City Council as Trustee and Australian Crawl Pty Ltd A.C.N. 094 473 104 over Lot 307 on Crown Plan SL6504.

Declaration:
I have considered the relevant legislation, policies and work instructions and have made my decision

RTI DL RELEASE - DNRM

McQuade, Diane
Senior Land Officer
A duly authorised delegate of the Minister
under the current Land Act (Ministerial) Delegation

Additional comments

None

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report
For Interaction id: 1066465

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Inwards) Case
Interaction method:	Email
Interaction date:	21-Aug-2013 2:17 PM
Entered by:	Howard, Judith
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

Document Type	Title	Received/Sent
Incoming email	Email with TTL	21-Aug-2013

Interaction Record History

Service Centre:	Beenleigh
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Howard, Judith
Date:	21-Aug-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report
For Interaction id: 1066459

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Inwards) Case
Interaction method:	Email
Interaction date:	21-Aug-2013 2:15 PM
Entered by:	Howard, Judith
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

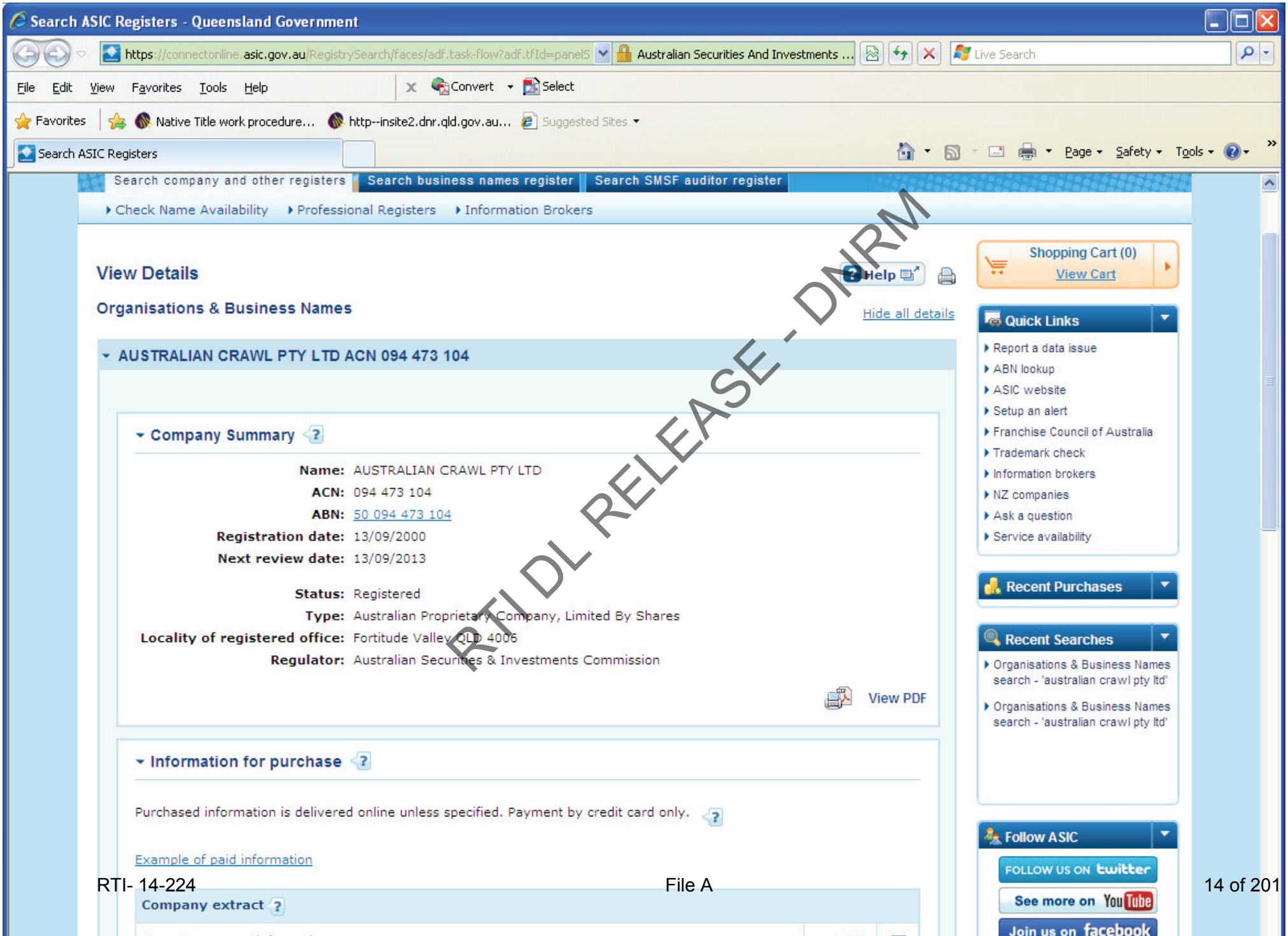
Document Type	Title	Received/Sent
External Document/Report	Executed TTL	21-Aug-2013

Interaction Record History

Service Centre:	Beenleigh
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Howard, Judith
Date:	21-Aug-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM



RTI DL RELEASE - DNRM

Department of Natural Resources and Mines

SLAM – Trustee leasing Submission and checklist

For use with Trustee Lease applications including the Department's Standard Terms Document 711932933

eLVAS case ID:	***2013/003468***				
Title Search Information					
Lot & Plan Details:	***Lot 307 on SL6504***	Res #:	***Deed of Grant in Trust***	Title Ref:	***14592170***
County:	***Stanley***	Parish:	***Nundah***	Trust Land Area:	***2.932 ha***
Trustee Name:	***Brisbane City Council***			Purpose:	***Local Government (swimming pool)***
Encumbrances:	***713894852 – trustee permit - expired***				
Mortgage:	***nil***				
Easements:	***nil***				
Proposed Trustee Lessee details					
Trustee Lessee:	***Australian Crawl Pty Ltd A.C.N. 094 473 104***				
Proposed Area:	***Lease A in Lot 307 SL6504 on SP163842***			Term Dates (from/to):	***28/06/2013 to 27/06/2033***
Proposed Purpose:	***Private Residence, Public swimming pool and baths including lap swimming facility as required by the Manager and such other lawful use or uses first approved by the Manager***				

RTI DL RELEASE - DNRM

Preliminary Checks

Existing Trustee Lease and Previous Consent

Check eLVAS, case files, and tenure files for previous consents

Has Previous consent been given for a Trustee Lease? Yes ☐ No ☐

Provide Details:

Are there existing Trustee Leases on title? Yes ☐ No ☑

Provide Details:

Does the current application fall over an area already subject to a lease? Yes ☐ No ☐

Make sure this application does not conflict with any current or previous applications

Comments: ***Approval for Trustee Permit on 2006/013670, 2007/007030, 2008/008185, 2009/008337***

Land Management Plan

Is there an existing *approved* Land Management Plan for the Reserve?

If **NO** – then has a *draft* Land Management Plan for the Reserve being submitted? Yes ☐ No ☑

If No – then an acknowledge receipt of the draft lease and explain that a management plan will need to be submitted for consideration and approval by the department prior to consideration being given to the proposed leasing arrangement

If **Yes** – does it cater for the proposed trustee lease uses allowed under the lease? Yes ☐ No ☐

If YES, then it is OK to proceed. If NO – write to the trustee and explain that the existing management plan does not accommodate the proposed new leasing arrangements and that the trustee will need to submit an updated management plan for consideration and approval by the department prior to consideration being given to the proposed leasing arrangement.

Comments: ***No LMP required as no change or minimal change to an existing use consistent with the trust land***

Native Title			
Check eLVAS, case files, and tenure files for any approved native title assessments under the current procedures and upload to the case.			
Native Title has been addressed under Module ***BA & BB*** of the Current Native Title Work Procedures			
Was Notification Required?		Yes ☐	No ☑
If YES, have comments been received and considered?		Yes ☐	No ☐
Is the In-Principle Approval subject to the inclusion of a clause for the non-extinguishment principle & and an intimation from the trustee & lessee in that regard?		Yes ☐	No ☑
"This lease is entered into in accordance with the provisions of section 24JA of the Native Title Act 1993 (Cth). In accordance with section 24JA of the Native Title Act 1993 (Cth), the non-extinguishment principle applies."			
Is the trust land under a DOGIT?		Yes ☑	No ☐
Note: for DOGITs, State view is that the grant of a DOGIT is under Module ?? past act and the DOGIT council can validly develop a DOGIT without the grant.			
Comments:			

Aboriginal Land Act 1991 &/or Torres Strait Island Land Act 1991			
Is the Land transferable and/or claimable under either of these acts?		Yes ☐	No ☑
If YES – Has ministerial approval been obtained to create an interest in the land under section 131 of the *Aboriginal Land Act 1991* or *Torres Strait Islander Land Act 1991*?		Yes ☐	No ☑
Note: Obtain evidence from the trustees of the Land stating they have consulted with the people particularly concerned with the land and what the benefit will be (eg: provision of….service) to the community. A copy of this advice and the plan needs to be supplied with the request for s.128 or s131 approval. The request is to be made by way of a General Briefing note to the minister in consultation with ATSILAB			
Comments:			

Application Checks - Form 7			
Item 1 Lessor:	Are the complete and correct name of the lessor is shown (as per title reference)?	Yes ☑	No ☐
Item 2 Description etc:	Does the description of the Lot and Plan match the title search? *Check all details are correct: (parish, county, title reference)*	Yes ☑	No ☐
Item 3 Lessee:	Is the relevant lessee name(s) shown?	Yes ☑	No ☐
Item 4 Interest being leased:	Does the interest being leased show only the words "*Reserve*" or "*Fee Simple in Trust*"?	Yes ☐	No ☑
Item 5 Description of Premises:	Has the description being adequately addressed? *Can be illustrated by an area hatched on a drawing and annexed to the lease, or it may be described by full or complete survey. Must show the words: "Whole of the Lot/Land" or "Part of Land as hatched in *black* on Plan herein".*	Yes ☐	No ☑
Item 6 Term of Lease:	Is the Commencement date as close as possible to the final delegated approval date AND finish BEFORE the end of the lease? *For transferable/claimable land the commencement date must not be prior to the Ministers Approval date under the ALA '91 or TSILA '91. The In Principle approval must ask client to nominate commencement date.*	Yes ☐	No ☑
Item 7 Rental Consideration:	Has the rental consideration been filed out? *If the rent is stated in the schedule of clauses, then the amount may be shown as "See Schedule" here.*	Yes ☐	No ☑
Item 8 Execution:	Has the form been executed? *The form should not have been executed at this stage as the Department may require amendments for Form 7 or 20. In-principle approval will require that a fresh Form 7 is completed and executed once the relevant changes have been made to the entire document.*	Yes ☑	No ☐
Comments: ***Item 4 should read Fee Simple in Trust, Item 5 should be Lease A in Lot 307 on SL6504 on SP163842, Item 6 & 7 should be completed, Item 8 should not be completed until in principle approval has been given***			

RTI - RELEASE - DNRM

Application Checks - Form 20 & Schedule		
Preamble, Definitions & Terminology		
Does the schedule include a preamble?	Yes ☐	No ☑
*If **YES**, the request in the In-principle approval to remove as this is no longer required in accordance with departmental Policy*		
Are there any definitions in the document provided which are already stated in the **MSTD 711932933**?	Yes ☐	No ☑
Definitions include: The Act; Approval; Business Day; Commencement Date; Form 7; Improvements; Mandatory Standard Terms Document; Minister; Parties; Premises; Rent; Term; Trust Land; Trustee; Trustee Lease; or Trustee Lessee.		
If **YES**, then the In-principle approval will address items saying: "Please remove as this is provided for in the Mandatory Standard terms document 711932933 Clause 2.1 (?)		
Have the terms **"Trustee"** and **"Trustee Lessee"** being used through the entire document?	Yes ☐	No ☑
Ensure that you review the entire document for consistency.		
If **NO**, then the In-principle approval will require the term(s) ***Landlord and Tenant*** to be deleted and replaced with the terms "Trustee" and "Trustee Lessee" as provided for in the MSTD 711932933		
Do the definitions of a **Trustee Sublessee** also provide for there transferees etc?	Yes ☐	No ☐
These interests are transferable under the LA 1994. If not then it will be a requirement of the in-principle approval.		
Term of Lease/Commencement Date		
The Trustee Lease is for a term of ***20*** years.		
Note: the Trustee Lease must not be for more that 30 years or 20 years if the lease if for sporting clubs or charitable purposes. Refer to Policy PUX/901/209		
The term matches the comments from Item 6 of the Form 7	Yes ☐	No ☑
Comments: ***Commencement and expiry date not provided***		

Permitted Use		
Is the described Use of Premises consistent with the purpose of the reserve?	Yes ☑	No ☐
If Yes then Section .59 (1) of the LA '94 will apply		
Use of Premises: ***Private Residence, Public swimming pool and baths including lap swimming facility as required by the Manager and such other lawful use or uses first approved by the Manager***		
If **NO**, then under Section 59(2) of the Land Act 1994 and Policy PUX/901/209 will the inconsistent purpose be allowed?	Yes ☐	No ☐
Policy PUX/901/209 is very prescriptive on leasing purposes that will be allowed when inconsistent with the purpose of the trust land. In the event that a trustee leasing arrangement is approved under S.59(2), ensure that clause exists requiring that all future improvements built or placed by the lessee on the premises, are first approved by the Minister, as required under Section 59(2)(b).		
Give Reasons:		
Comments:		

RTI DL RELEASE - DNRM

Mandatory Standard Terms Document 711932933 Clauses		
Is there a clause in the schedule that provides for:		
A Superseded Acts Et Cetera?	Yes ☐	No ☑
Ministers Approval?	Yes ☑	No ☐
The Grant of Trustee Lease?	Yes ☑	No ☐
Use & Development, Access & Services?	Yes ☐	No ☑
Declared Pest Plant & Animals?	Yes ☐	No ☑
Clearing of Vegetation?	Yes ☐	No ☑
Environment Protection & Duty of Care?	Yes ☐	No ☑
Liquor or Gaming & Other Licence?	Yes ☐	No ☑
Transfer, Mortgage or Sublease?	Yes ☑	No ☐
Holding Over & Other Dealings?	Yes ☐	No ☑
Minister & State not Bound?	Yes ☐	No ☑
Insurance?	Yes ☐	No ☑
Release & Indemnity?	Yes ☐	No ☑
Power of Attorney?	Yes ☐	No ☑
Surrender?	Yes ☐	No ☑
Trustee Lessee's Obligations at the end of this Trustee Lease?	Yes ☐	No ☑
Cancellation of Trustee Lease?	Yes ☐	No ☑
Revocation of Dedication of Whole or Part of Reserve or Cancellation of a Deed Of Grant In Trust?	Yes ☐	No ☑
*If **YES**: request they be removed as these are provided for in the Mandatory Standard Terms Document 711932933, Clause XX. If the schedule provides for additional information NOT listed in the MTSD, then request they remove only what has already been covered.*		
Note: MSTD for trustee leasing does not apply to subleasing of a Trustee Lease. Some clauses/definitions of the MSTD for trustee leasing can be adapted to subleasing over a trustee lease eg: Indemnity, Public Liability clauses etc.		
Comments:		
Does the schedule provide for any of the following additional clauses:		
Circumstances under which the trustee/lessee may exclude the public from the premises/charge admission etc *Eg: Sporting fixtures, Reserves for Community Purpose*?	Yes ☐	No ☑
Restrictions on frequency/duration of lawful activities *Eg: noise levels, night lighting*?	Yes ☐	No ☑
Trustee reserving the right to make the demised land available free of charge for school sporting activities or charitable/community groups on special occasions?	Yes ☐	No ☑
Car Parking on lease land requirements/restrictions?	Yes ☐	No ☑
Fencing requirements/restrictions/gates to allow free and unrestricted pedestrian access when leased land is not used in daylight hours?	Yes ☐	No ☑
NOTE: ensure that the wording of clauses providing for such activities/restrictions do not infer a greater exclusive right of use to the lessee and that fencing is limited as per Section 5(f) of the Land Regulation Act 1995.		
Comments:		

RTI DL RELEASE - DNRM

Plan Requirement Checks		
Is there a Plan/Sketch attached to the lease?	Yes ☑	No ☐
If NO, then it will be a requirement of the In-Principle approval that a plan/sketch or description be annexed to the lease. Where the Trustee Lease is over the whole reserve, no plan needs to be attached.		
Is the Plan/Sketch: Drawn at a suitable metric scale?	Yes ☑	No ☐
Show a north Point?	Yes ☑	No ☐
Show Bearings and Distances in Metres?	Yes ☑	No ☐
Show the area of the Lease and each area has a unique identifier (eg: "A" or "B")?	Yes ☑	No ☐
Show the Reference and Description of the Lot?	Yes ☑	No ☐
Show all existing leases?	Yes ☑	No ☐
NOTE: For reserves, the standard of the sketch will be determined by the chief executive's delegate (s.57(5) & (6) of LA. The trustee of the reserve may also advise that it requires a complied plan and/or survey at a minimum for certain reasons. This does not need to be a consideration of approval. For DOGIT's, a full survey is required.		
Comments: ***copy of SP163842 supplied***		

Additional Information Checks		
Are there any interested party views required?	Yes ☐	No ☑
Has the approval/consent to the proposed lease been given by the Mortgagee?	Yes ☐	No ☑
If NO, then it will be a requirement of the In-Principle Approval that Form 18 Consent be executed by the Mortgagee.		
Has the approval/consent of the Grantee of any affected Easements been obtained?	Yes ☐	No ☑
If NO, then it will be a requirement of the In-Principle Approval that Form 18 Consent be executed by the Grantee of the affected easement.		
Is a Certificate of Incorporation required to be lodged with the Trustee Lease/Permit?	Yes ☐	No ☑
Comments:		

Endorsement

Please select ONE option and delete the rest:

In terms of Section ***57*** of the *Land Act 1994*, approval is sought to advise ***Brisbane City Council*** that a Trustee Lease as proposed will be allowed, subject to the requirements as set out in the attached draft letter of In-Principle Approval.

Judi Howard ***21/6/2013***
Land Administration Officer
Beenleigh

RTI DL RELEASE - DNRM

Final Check and Endorsement of Trustee Lease		
To be used when the requirements of the In-Principle Approval have been met.		
Amendments/Requirements as set out in the letter of In-Principle Approval have been made?	Yes ☑	No ☐
Land Management Plan has been lodged and approved	Yes ☐	No ☑
Form 7 has been duly executed by the Trustee and Trustee Lessee?	Yes ☑	No ☐
Form 7 has been duly stamped by the Office of State Revenue?	Yes ☐	No ☑
Commencement date of the lease: ***28/06/2013***		
Comments: ***No LMP required as no change or minimal change to an existing use consistent with the trust land***		

Endorsement:

In terms of Section ***57*** of the *Land Act 1994*, approval is sought to advise ***Brisbane City Council*** that a Trustee Lease as proposed has been accepted. Please find attached the following documents for your consideration:

- ☑ Fully Executed Form 7 Lease/Sublease document
- ☑ Form 20 & Schedule
- ☑ Compiled Survey/Sketch (If applicable)
- ☑ Draft Cover Letter of Approval of Trustee Lease

Judi Howard ***21/08/2013***
Land Administration Officer
Beenleigh

END DOCUMENT

RTI DL RELEASE - DNRM

Author Judi Howard
File / Ref number 2013/003468
Beenleigh Office
Phone 07 3884 8047

Queensland Government

Department of
Natural Resources and Mines

21 August 2013

Brisbane City Council
GPO Box 1434
BRISBANE QLD 4001

Attention: Craig Silva

Dear Mr. Silva

RE: Trustee Lease over Deed of Grant in Trust for Local Government (Swimming Pool) Purposes being Lot 307 on SL6504, Australian Crawl Pty Ltd.

I refer to the above application received 20 June 2013 and attach approval of the Minister administering the Land Act 1994 to the Trustee Lease. The Trustee Lease is to be lodged with an office of this Department capable of lodgement of documents in the Land Registry within six (6) months of the date of this letter.

The following items must accompany the Trustee lease (and any other relevant documentation) when lodged in the Land Information and Titles:

- Form 18 – General Consent and Form 20 Schedule
- Items specified in Form 20

Prescribed registration fees are payable at the time of lodgement in the Registry.

If you require any further information please contact Judi Howard on 3884 8047 or judi.howard@dnrm.qld.gov.au quoting reference 2013/003468.

Yours sincerely

Judi Howard
Land Administration Officer
Beenleigh Office

R

RTI DL RELEASE - DNRM

Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079

FORM 18 Version 5

GENERAL CONSENT

Land Title Act 1994, Land Act 1994 and Water Act 2000 **Queensland Land Registry**

1. Description of Lot	County	Parish	Title Reference
Lot 307 on CP SL6504	Stanley	Nundah	14592170

2. Instrument being consented to

Instrument/Document type: **TRUSTEE LEASE**

Dated:

Names of Parties: **Brisbane City Council as Trustee and**
Australian Crawl Pty Ltd A.C.N. 094 473 104.

3. Instrument under which consent required

Instrument/Document type: **Trustee Lease**

Dealing No.:

Name of Consenting Party: **MINISTER ADMINISTERING THE LAND ACT 1994**

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The party identified in Item 3 consents to the registration of the instrument/document identified in Item 2.

Witnessing Officer **Execution Date** **Consenting Party's Signature**

NO WITNESS REQUIRED

..... signature / /

..... full name

..... qualification

(Witnessing officer must be in accordance with
Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

.....
Diane Therese McQuade
A/Senior Land Officer
A duly authorised delegate of the Minister
under the current Land Act (Ministerial) Delegation

Note 1: This consent is given under Section 57 of the *Land Act 1994* and is valid for a period of six (6) months from the date of execution shown above.

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is to maintain the publicly searchable registers in the land registry and the water register. For more information on privacy in NRM's, see:- http://www.derm.qld.gov.au/about/privacy/index.html

Howard Judi

From: Craig Silva <Craig.Silva@brisbane.qld.gov.au>
Sent: Wednesday, 21 August 2013 11:07 AM
To: Howard Judi
Subject: 2013/003486 - BCC & Australian Crawl Pty Ltd - Sandgate Pool
Attachments: OP250232 - Trustee Lease - Fully signed with DNR&M comments 21 August 20....pdf

Dear Judi

I write with respect to your letter dated 27 June 2013.

As required, the necessary amendments to the trustee lease have been undertaken and I have attached a fully executed copy of same.

Would you please review and if you're satisfied issue the Form 18 General Consent.

In the meantime, if you require any further information please call me.

Kind regards

Craig

Craig Silva
Solicitor | Brisbane City Legal Practice OFFICE OF THE LORD MAYOR & CEO | BRISBANE CITY COUNCIL

266 George Street, Brisbane, Qld 4000
Phone: 07 3403 5305 | Fax: 07 3403 5432
Email: Craig.Silva@brisbane.qld.gov.au
Web: http://www.brisbane.qld.gov.au/
Twitter: http://twitter.com/brisbanecityqld
Facebook: http://www.facebook.com/BrisbaneCityCouncil

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****
This message has passed through an insecure network.
Please direct all enquiries to the message author.
****

R

LEASE/SUB LEASE

Dealing Number

OFFICE USE ONLY

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1. Lessor
BRISBANE CITY COUNCIL AS TRUSTEE

Lodger (Name, address, E-mail & phone number)
David Askern, Chief Legal Counsel for
Brisbane City Council
266 George Street, Brisbane Qld 4000
Email: karen.jacobsen@brisbane.qld.gov.au
Tel: (07) 3403 5313

Lodger Code
259A

2. Lot on Plan Description	County	Parish	Title Reference
LOT 307 ON CP SL 6504	STANLEY	NUNDAH	14592170

3. Lessee Given names

Surname/Company name and number (include tenancy if more than one)
Australian Crawl Pty Ltd
A.C.N.094 473 104

4. Interest being leased
FEE SIMPLE IN TRUST

5. Description of premises being leased
Part of the land in Item 2 being the whole of Lot A in Lot 307 on SL6504 on SP163842 with access as indicated on Plan No. 040842-02 contained in Annexure G

6. Term of lease
Commencement date/event: 28 / 06 / 2013
Expiry date: 27 / 06 / 2033 and/or Event:
#Options: NIL
#Insert *nil* if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration
See Attached Schedule

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *~~the attached schedule~~; *the attached schedule and document no.711932933;
* ~~document no. : *Option in registered Lease no. has not been exercised~~.
* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

49-Sch4 - Personal Information
..... signature
Craig Charles Silva
..... full name
Solicitor
..... qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

The Common Seal of BRISBANE CITY COUNCIL was hereunto affixed this 20th day of August 2013 by me JANINE ELIZABETH BOYD I being the proper officer to affix such seal.
J.E. BOYD
Appointed Officer

20 / 8 / 13
Execution Date

49-Sch4 - Personal Information
Lessor's Signature

9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

49-Sch4 - Personal Information
..... signature
Donna Leeanne Rendall
..... full name
C.Dec. Reg. 5838
..... qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Executed by Australian Crawl Pty Ltd
A.C.N. 094 473 104 in accordance with
Section 127A of the Corporations Act 2001

15 / 8 / 13
Execution Date

49-Sch4 - Personal Information
Sole Director
Lessee's Signature

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Title Reference 14592170

REFERENCE SCHEDULE

This reference schedule provides a quick reference to a number of the terms and conditions of the Lease. The parties acknowledge that it is provided for convenience only. The terms and conditions set out in this document contain the full obligations of the parties.

Item 1: TERM

20 Years
Commencing on: 28 / 06 / **2013** *(Date following DNR&M approval)*
Terminating on: 27 / 06 / **2033**

Item 2 : Part A FINANCIAL OBLIGATIONS – OPERATIONAL

Trustee Lessee's Costs

Rent:	See Rent Schedule
Outgoings:	Gas, light, electricity
	Telephone
	Water – for Residence only if applicable.

Costs of Lease including stamp duty and registration fees
Security Bond $5,000.000
(Cleaning and presentation, minor maintenance, licenses and permits)
wwNB.: Trustee Lessee required to pay GST

Trustee's Costs
Subsidy: Rent Abatement: See Rent Schedule
General Rates
Water Charges: All water charges, except for the Residence.

Water Purification System Chemicals

Item 3 : Part B REPORTING

The Trustee Lessee to keep the following:
- Daily records of chemicals, pool plant operations and attendances.
- Monthly report.
- Yearly report.
- Financial reports: see Rent Schedule

Item 4: Part C USE

Permitted Use:
- Private Residence
- Public swimming pool and baths including lap swimming facility as required by the Manager and such other lawful use or uses first approved by the Manager

Opening Times:
- Weekdays – Not earlier than 5:00am. Not later than 7:00am.
- Weekends – Not earlier than 5:00am. Not later than 8:00am.
- Public Holidays (excluding Christmas, Good Friday and Anzac days) – Not earlier than 5:00am. Not later than 9:00am.

Closing Times:
- Weekdays – Not earlier than 7:00pm.
- Weekends – Not earlier than 6:00pm.
- Public Holidays (excluding Christmas, Good Friday and Anzac days) – Not earlier than 5:00pm.

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Fees:
- Trustee has the right to set maximum admission fees.

Right to Coach:
- Trustee Lessee has the exclusive right to coach.

Structured activities:
- Use by clubs, schools and other bodies

Item 5 : Part D WORKPLACE HEALTH AND SAFETY

The Trustee Lessee to comply with Health and Safety Statutory Obligations
The Trustee Lessee to implement a Health and Safety Management System
The Trustee Lessee to provide safe chemical handling and storage
The Trustee Lessee to implement emergency procedures
The Trustee Lessee to conduct water quality testing

Item 6 : Part E MAINTENANCE

Trustee Lessee's Maintenance:
- cleaning and presentation of all pool basins, amenities, surrounds, and the Residence
- including additional facilities, grounds, fixtures and fittings and fire services.

Trustee's Maintenance:
- including structural repairs to buildings other than Additional Improvements, water purification and circulation, pool basins and bulkheads.
- Fire services

Item 7 : Part F IMPROVEMENTS AND FITTINGS

The Trustee Lessee to construct the Additional Improvements and Upgrade Works in Annexure D and the Joint Development Agreement date 19 / 06 / 2013 entered into between the parties.
The Trustee Lessee not to construct any other improvements or alterations without the Trustee's consent.
The Trustee Lessee may remove its designated fittings at the end of the Lease.

Item 8 : Part G INSURANCES AND INDEMNITIES

Trustee Lessee's insurance:
- property – property situated on the Premises owned by the Trustee Lessee
- public liability - $20,000,000 per occurrence
- any other insurance reasonably required by the Trustee

Trustee's insurance:
- fire, lightning, impact by aircraft, earthquake, explosion, impact by vehicles and animals, rainwater, stormwater/tempest.

The Trustee Lessee to indemnify the Trustee against all loss, damage or injury from any cause to property or person.

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Item 9 : Part H DEFAULT AND TERMINATION

Refer to Part H for the procedure

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Item 10 : Part I SUBLETTING, MORTGAGING AND ASSIGNMENT

Trustee Lessee not to sublet, mortgage or part with possession of the Premises without consent.

Item 11 : Part J GENERAL

Miscellaneous standard provisions

Item 12 : Part K OPTIONS

Not applicable.

Item 13 : Part L DEFINITIONS AND INTERPRETATION

Item 14 : GUARANTOR

Name: Craig John Crozier
1 Aquatic Centre Drive
Burpengary Qld 4505
- See Annexure A

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INTRODUCTION

A The Trustee (as local council) is the trustee for recreation purposes of the land described as Lot 307 on CP SL 6504 on which the Premises are located.

B Intentionally Deleted.

C The land upon which the Premises are located has been granted to the Council in trust under the Land Act 1994 for recreation purposes and must be used for the purpose for which it was granted in trust without undue interruption or obstruction.

Part A FINANCIAL OBLIGATIONS - OPERATIONAL

1. TRUSTEE LESSEE'S COSTS

1.1 RENT

The Trustee Lessee will pay to the Trustee the Rent in the Rent Schedule.

Interest on Arrears - The Trustee Lessee may pay to the Trustee interest on any Rent or other moneys which are in arrears calculated at the Stipulated Rate from the time of the Rent or other moneys respectively falling due to the date of payment.

Suspension Of Rent - In case the Premises or any part thereof shall at any time during the said Term be destroyed or damaged by fire or flood or any other cause so as to be unfit for occupation and use and the policy or policies of insurance effected by the Trustee shall not have been vitiated or payment of the policy moneys refused in consequence of some act or default of the Trustee Lessee the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for occupation and use, and in case of difference touching this proviso the same shall be referred to the award of a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators one to be appointed by each party or their umpire to be appointed by them and in either case in accordance with the provisions of the Commercial Arbitration Act 1990 or any statutory modification thereof for the time being in force PROVIDED ALWAYS that nothing herein contained shall render it obligatory on the Trustee to reinstate or rebuild the Premises in the event of their partial or total destruction by fire or flood and in either such event the Trustee shall be entitled by notice in writing to determine this Lease which shall thereupon determine accordingly without prejudice to the rights of either party acquired prior to such determination.

1.2 OUTGOINGS

The Trustee Lessee shall punctually pay the following:

(a) **Future Taxes and Duties** - Punctually pay all additional taxes charges duties burdens assessments outgoings and impositions which shall at any time during the Term be charged or assessed upon or in respect of the occupation or use of the Premises or any part of the Premises.

(b) **Gas, Light and Electricity** - Punctually pay for all gas, electric light and power consumed or used on or in the Premises and replace all electric bulbs, burners and shades in the Premises which become defective or are damaged or destroyed. To remove doubt, this includes:

(i) costs of heating the Swimming Pool; and
(ii) electricity costs associated with the end of season maintenance programs set by the Trustee.

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(c) **Telephone:**

(i) Keep installed on the Premises in the name of Sandgate Swimming Pool a telephone service approved by the Manager and duly and punctually pay all charges and rental on the telephone service. A facsimile machine with a dedicated facsimile machine line and a computer with e-mail access are also to be kept on the Premises;

(ii) At the expiration or sooner determination of the Term the Trustee Lessee shall surrender all right title and interest in the telephone service including the telephone number and the facsimile number, which shall remain in the name specified in this subclause PROVIDED HOWEVER that nothing contained in this subclause shall constitute a waiver of the Trustee Lessee's obligation to pay all charges and rental which shall accrue in respect of the telephone service during the term.

(d) **Water:** all water consumed or used on or in the Residence,

1.3 CLEANING AND PRESENTATION COSTS - See clause 31.

1.4 MAINTENANCE COSTS - See clause 32.

1.5 SECURITY BOND

(a) **Deliver** - When entering into this Lease, the Trustee Lessee must deliver the Security Bond, in the amount specified in Item 2 of the Reference Schedule, to the Manager. The Security Bond must be in the form of a bank guarantee approved by the Manager.

(b) **Unconditional** - The Security Bond must be payable unconditionally on demand without notice to the Trustee Lessee, irrecoverable until 1 month after the termination of this Lease and in a form acceptable to the Manager.

(c) **Breach** - If the Trustee Lessee breaches a Covenant, the Manager may make demand under the Security Bond, in full or partial reimbursement of any expenditure incurred by, or in full or partial satisfaction of any loss, including consequential loss, suffered by the Trustee in connection with the breach.

(d) **Demand** - If the Manager makes demand under the Security Bond, the Trustee Lessee must deliver a further Security Bond to the Manager for the amount demanded.

1.6 COSTS OF LEASE

The Trustee Lessee shall pay all costs charges and expenses of and incidental to the preparation, completion, stamping and registration of this Lease including the survey fees and stamp duty payable thereon and on all counterparts thereof and registration fees payable thereon.

2. GST

2.1 The parties acknowledge that:-

(a) Any consideration to be paid or provided to a party ("**Supplier**") for a supply made by the party under or in connection with this Lease does not include an amount on account of GST.

(b) If a party makes a supply under or in connection with this Lease upon which GST is imposed, then the consideration payable or to be provided by the recipient of the supply under this Lease ("**Recipient**") is increased by and the Recipient must pay to the Supplier in addition to that consideration an amount equal to the GST payable by the Supplier in respect of that supply so that the Supplier retains after payment of the GST in respect of that supply the amount of consideration which it would have retained but for the imposition of GST.

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(c) If a payment to a party under this Lease is a reimbursement or indemnification, calculated by reference to loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

(d) The Supplier must provide the Recipient with a tax invoice.

(e) When calculating the amount of any component of the Outgoings which was assessed against the Trustee, the Trustee must calculate the cost of that amount as the GST inclusive cost to the Trustee of that amount less the GST input tax credit for which the Trustee is eligible on that amount.

(f) Words and expressions used in this clause which are defined in *the A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, or, if not so defined, then which are defined in the *Trade Practices Act 1974 (Cth)*, have the same meaning in this clause.

3. TRUSTEE'S COSTS

3.1 SUBSIDY

The Trustee agrees to the Rent Abatement specified in the Rent Schedule.

3.2 **RATES -** To remove doubt the Trustee acknowledges that the Trustee will pay all municipal rates and charges levied at the Commencement Date of this Lease including general rates, fire levy and bushland preservation levy.

3.3 **SUPPLY OF WATER –** The Trustee shall pay all water charges associated with the Premises, except for the Residence.

3.4 The Trustee Lessee shall take all reasonable precautions to minimise water wastage and shall carry out all directions given by the Manager and follow all instructions regarding water conservation issued by the Trustee whether or not in its capacity as owner of the Premises or by any legislated authority.

3.5 **COST OF CHEMICALS** The Trustee will pay all costs for the supply of chemicals to be used in connection with the water purification plant installed on the Premises during the Scheduled Swimming Season and any extension to the Scheduled Swimming Season approved by the Manager.

3.6 **OTHER**

Maintenance Costs – see clause 33.

Insurance costs – See clause 36.

Capital Contributions. The Trustee Lessee will contribute a minimum of [redacted] and the Trustee will contribute up to [redacted] towards Additional Improvements and Upgrade Works in accordance with Clause 34 and the Joint Development Agreement.

49 Sch4 - Business/financial affairs

44 Sch4 - Business/financial affairs

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Part B REPORTING

4. RECORDS

4.1 Daily Records:

The Trustee Lessee shall keep, in the format required by the Manager, a daily record of:-

(a) attendances (including adult/child/carnivals/programmes such as Learn to Swim/other usages) and revenue by category (including merchandise sales and any other income derived from the Trustee Lessee's Business);

(b) water quality test results;

(c) details of chemicals received;

(d) details of chemicals used (where it can be ascertained);

(e) plant operations;

(f) water meter readings and water usage relating to the Premises;

(g) staff attendance including evidence of qualifications/certificates;

(h) accident and incident report records; and

(i) any other reports as requested by the Manager.

4.2 Keeping of Records:

(a) The Daily Records shall be kept at all times on the Premises and be forwarded to the Manager at the close of every Scheduled Swimming Season or otherwise forwarded upon request.

(b) The Trustee Lessee shall keep and maintain an auditable point of sale system that sequentially records all sales and transactions, as well as such other records and accounts as are necessary or appropriate to properly record and show a true account of the Trustee Lessee's business operations.

(c) The recording of any false or misleading records, statements, figures or accounts by the Trustee Lessee shall specifically constitute a breach of a Trustee Lessee's covenant and the Trustee Lessee will pay the cost of any additional audit or investigation which is required by the Trustee to identify such false or misleading records, statements, figures or accounts with respect to any other remedy contained in this Lease with respect to the breach of covenant.

4.3 Monthly Reports

At the end of each month in which the Swimming Pool is available for use by members of the public, the Trustee Lessee shall produce a written report of the Daily Records for that month.

4.4 Yearly Reports

(a) The Trustee Lessee shall within 90 days after the end of each lease year prepare an audited statement that lease year. Without limiting the foregoing, the statement must show a breakdown for program activities and general public access (as identified in clause 4.1 (a) and for all revenue and expenses in a format as requested by the Manager.

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(b) The Trustee Lessee must within seven days from the date of preparation of those reports, forward to the Manager the report together with any further information required by the Manager.

4.5 Financial Reports

Then Trustee Lessee will shall keep the reports and records specified in the Rent Schedule.

4.6 Copies of Records and Reports – The Trustee Lessee must Permit the Manager or his agents at all times to inspect and take copies of and extracts from any book or form containing records required to be kept by the Trustee Lessee.

4.7 Provide other information - The Trustee Lessee must provide any other information or report from time to time requested by the Manager directly or indirectly concerning the Premises, the use or this Lease, as soon as practicable after the information has been requested by the Manager.

4.8 Confidential Information - The parties recognise that these reports will be commercially sensitive, and the Manager will receive them as confidential information.

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Part C USE

5. PERMITTED USE

5.1 **Permitted Use Only** – The Trustee Lessee shall only use the Premises for the purpose of the Permitted Use as specified in Item 4 of the Reference Schedule.

6. RESIDENCE/CARETAKER

The Trustee Lessee shall:-

6.1 **Residence** - Use and occupy the Residence (if any) as its principal place of residence OR with the prior written consent of the Manager permit the Trustee Lessee's Manager to occupy the Residence upon such terms and conditions as the Manager shall from time to time direct. To remove doubt, the Trustee Lessee may not sublet or otherwise part with possession of the Residence other than in accordance with this clause.

6.2 **Caretaker** - Use its best endeavours to protect and keep the Premises and any property contained therein safe from theft, robbery or damage and for this purpose will act as caretaker of the Premises.

7. OPENING TIMES AND FEES

7.1 **Open to Public Use** - Subject to the provisions of clause 9, unless otherwise determined by the Manager, the Trustee Lessee shall keep the Swimming Pool open for public use and allow all persons entitled to entry to the Swimming Pool to use the Swimming Pool and the facilities which are intended for use by members of the public upon payment of the prescribed fees and dues.

7.2 **Unstructured Public Use** Subject to the provisions of clause 9 unless otherwise approved by the Manager the Trustee Lessee shall make the Swimming Pool available for unstructured public use or as otherwise reasonably required by the Manager.

7.3 **Opening Dates and Times** - Until otherwise determined by the Manager:-

(a) The dates between which the Swimming Pool must be open to public use are:-

(i) the Scheduled Swimming Season; or
(ii) upon written application being made by the Trustee Lessee at least one month prior to the scheduled closing or opening date of the Swimming Pool, such other dates and subject to such conditions as the Manager may determine.

(b) The times by which the Swimming Pool must open to public use on the days specified in (a) above including (subject to any relevant Statute or Local Law) Saturdays, Sundays and public holidays (but excluding Christmas, Good Friday and Anzac days), are set out in Item 4 of the Reference Schedule.

(c) Unless otherwise approved by the Manager the times by which the Swimming Pool shall close to public use on the days specified in (a) above including Saturdays, Sundays and public holidays (but excluding Christmas, Good Friday and Anzac days), are set out in Item 4 of the Reference Schedule.

7.4 **Entry Fees** - The Trustee shall from time to time determine the maximum admission fees and maximum hourly hire rate (including where applicable a surcharge for use of any Swimming Pool that is heated for any period of time) that the Trustee Lessee may subject to the provisions of this Lease, charge members of the public (except children under two years of age) for admission to the Swimming Pool.

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8. RIGHT TO COACH

The Trustee Lessee shall have the sole right to coach, in swimming and other aquatic activities, members of the public (other than members of Swimming Clubs and schools who are using the Swimming Pool and the facilities as members of those clubs or schools).

9. STRUCTURED ACTIVITIES

9.1 Use by Clubs:

(a) Unless otherwise approved by the Manager the Trustee Lessee shall permit the members of each Swimming Club which uses the Swimming Pool and the facilities or which used the Swimming Pool and facilities in the Scheduled Swimming Season immediately prior to this Lease to use free of any charge or fee (other than the individual entrance fee and if the Trustee Lessee is paying for Outgoings and/or maintenance referred to in clause 32, reasonable recoupment of a proportion of such Outgoings in the form of an additional fee as determined from time to time by the Trustee) the Swimming Pool and associated facilities including the lighting, public address system, club rooms, toilets and changing rooms at such time or times as shall first be approved in writing by the Manager following the provision by the Trustee Lessee to the Manager prior to the opening of the Swimming Pool for that year of the proposed training times and such other information as the Manager may require.

(b) Any such Swimming Club may with the prior written approval of the Manager utilise the services of the Swimming Club's accredited coaches during those times and upon payment by those coaches of the individual entrance fees.

9.2 Disputes with Clubs - If any dispute shall arise between the Trustee Lessee and any Swimming Club referred to in clause 9.1 or any member or coach on any matter including the times and extent of use of the Swimming Pool, or associated facilities or the fee or fees to be charged or the conduct or behaviour of the Trustee Lessee, the Swimming Club or its members or its coaches the matter shall be referred to the Manager for his decision and his decision shall be final and binding on all parties.

9.3 Carnivals and other Structured Activities:

(a) The Trustee Lessee may with the prior written approval of the Manager or should the Manager require the Trustee Lessee to so do the Trustee Lessee will allow Swimming Clubs, school and other bodies reasonable use of Swimming Pool and associated facilities to the exclusion of other members of the public for swimming carnival and other structured activities on such occasions and for such lengths of time and upon such conditions as the Manager may approve or determine.

(b) For carnivals the Trustee Lessee shall be entitled to charge either:

(i) the Swimming Clubs, schools and other bodies referred to in clause 9.3(a) a fee for such exclusive use of the Swimming Pool and the facilities calculated by reference to the maximum scale of fees and charges in operation at the time of use and determined by the Manager to be applicable to the exclusive use by such clubs, schools and other bodies of the Swimming Pool and the facilities; or

(ii) with the prior written approval of the Manager the individual members of the clubs, schools and other bodies referred to in clause 9.3(a) an entrance fee as determined from time to time by the Trustee,

PROVIDED HOWEVER that nothing contained in this clause shall be construed so as to entitle the Trustee Lessee to make any charge both upon those clubs, schools and other bodies and upon the individual members.

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9.4 **Notice of Club times** - The Trustee Lessee shall display in a conspicuous place near the main entrance to the Premises a notice stating the dates and times that clubs, schools and other bodies have the exclusive use of the Swimming Pool and associated facilities and that at those times and on those dates the Swimming Pool and associated facilities will not be available for the use of other members of the public.

10. CONDUCT OF BUSINESS AND SUPERVISION

10.1 The Trustee Lessee must ensure at all times during the Term, the Trustee Lessee's Business is conducted and all obligations of the Trustee Lessee are discharged:

(a) honestly and professionally;

(b) in accordance with good business practices (having particular regard to the management and operation of similar businesses);

(c) so as to at all times retain and enhance the goodwill of the business conducted on the Premises and the Premises; and

(d) with the intention of achieving the optimum return to the Trustee from this Lease.

10.2 **Supervision** – The Trustee Lessee must at all times properly and adequately supervise the Premises or subject to the prior written consent of the Manager provide adequate supervision of the Premises by the Trustee Lessee's Manager to ensure that the Premises and the business conducted thereon are managed and carried out in a lawful and orderly manner in accordance with the Rules and Regulation in Annexure B of this Lease.

10.3 **No Noxious Or Illegal Use** - The Trustee Lessee must not do, or omit to do anything on the Premises which is unlawful, immoral, noxious, offensive or hazardous or which may cause nuisance, injury, or unreasonable disturbance to the Trustee, or any occupant of the land.

10.4 **Name not to be used for other activities** - The Trustee Lessee must ensure that no name, logo or other attribute associated with the Premises is used in connection with any other business or activity of the Trustee Lessee or any associate of the Trustee Lessee, without the approval of the Trustee.

11. MARKETING AND RESEARCH

11.1 **Marketing** - The Trustee Lessee will ensure that the Swimming Pool is promoted (at the Trustee Lessee's cost). The Trustee Lessee will use the name of the Trustee and the Trustee's logo where appropriate in promoting the Swimming Pool. The Trustee Lessee will provide promotional material including activities, programs and charges for the inclusion in the Trustee's website and other Trustee promotions. The Trustee Lessee will co-operate with the Trustee in the Trustee's marketing activities.

11.2 **Research** - The Trustee Lessee must:

(a) at the Trustee Lessee's own cost and expense from time to time as directed by the Manager, conduct a survey of patrons of the Swimming Pool in accordance with the requirements and directions and to the satisfaction of the Manager and the Trustee Lessee will co-operate with any survey conducted by the Trustee; and

(b) from time to time as directed by the Manager, provide to the Manager, a copy of the results of any survey so conducted.

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12. CONSULTATION WITH MANAGER

12.1 The Trustee Lessee must, whenever requested by the Manager, consult fully with the Manager in relation to the management and operation of the Premises and the Trustee's objectives for the Premises.

12.2 The Trustee Lessee must, if requested by the Manager, give reasonable assistance to the Manager and work with the Manager in respect of concepts for the potential development of the Premises complementary to the Premises, provided that where such assistance and work would normally require professional services from consultants external to the Trustee Lessee's personnel, the Trustee Lessee is not required to bear the costs of the provision of such professional services.

12.3 The Manager and the Trustee Lessee must endeavour to co-operate in good faith to cause the Premises and the Trustee Lessee's Business to be operated in accordance with the Trustee's objectives for the Premises from time to time, it being agreed that one of the primary objectives of the Manager is for the Premises to be profitable.

12.4 The parties agree to co-operate in good faith should circumstances change and one party seeks the other party's consent to amend and/or vary any of the provisions of this Lease.

13. AMUSEMENTS

The Trustee Lessee must not:-

13.1 **No Amusements or Entertainment** - use or permit the Premises to be used for any of the amusements, entertainments or purposes mentioned in the Trustee's Local Laws without fulfilling the requirements of those Laws.

13.2 **No Betting Games of Chance** - conduct nor cause nor permit nor suffer to be conducted on the Premises any betting or games of chance (except those as authorised by law) and the Trustee Lessee shall use its best endeavours to prevent any persons from betting or taking part in any games of chance on the Premises while they are under the control of the Trustee Lessee in accordance with the provisions of this Lease.

14. GOODS AND MERCHANDISE

The Trustee Lessee must not-

14.1 **Kiosk only** - sell, supply, store or display any goods or merchandise in any part of the Premises other than the kiosk or such other part of the Premises as may be approved in writing from time to time by the Manager.

14.2 **Suitable merchandise** - sell, supply, store or display any goods or merchandise which in the opinion of the Manager are not suitable for sale, supply, storage or display at a public Swimming Pool.

15. ADVERTISING SIGNS

The Trustee Lessee must:-

15.1 **No Advertising Signs** - Not without the prior approval in writing of the Manager affix paint exhibit or operate nor allow to be affixed painted exhibited or operated upon any portion of the Premises or in or on any of the facilities or other articles used, stored or kept in the Premises any advertising sign bill placard notice or poster or any other form of advertising other than the name of the Swimming Pool the times of operation and the identification of the Trustee Lessee.

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In the event of such approval being granted the Trustee Lessee will comply with the Local Laws of Brisbane City Council and the lawful requirements of all other relevant authorities and shall ensure (at the Trustee Lessee's own cost and expense) that the advertisement contains such logo as shall be directed by the Manager and at the expiration or sooner determination of the Term clean off and remove all such signs bills placards notices and posters in accordance with the directions and to the satisfaction of the Manager.

15.2 **Advertising by Trustee** - Permit the Trustee to display or exhibit advertising signs, hoardings or devices in or on any part of the Premises or in or on any of the facilities or other articles or things used, stored or kept in the Premises and for those purposes and for the purposes of installing, affixing, maintaining or removing any such advertising signs, hoardings or devices the Trustee Lessee will allow the Trustee together with its officers, contractors and agents and other persons approved by the Manager to have access over those parts of the Premises determined to be necessary by the Manager at all reasonable times PROVIDED HOWEVER that the Trustee will exercise the powers granted to it by this clause in such a manner so as to minimise any disruption to the business carried on by the Trustee Lessee. To remove doubt, the Trustee Lessee is not entitled to any revenue derived from the Trustee's advertising.

15.3 **Removal of Signs** - On the expiration or earlier determination of the Term remove all lettering and distinctive marks and/or signs made or put by the Trustee Lessee or by any person claiming through or under the Trustee Lessee or by the Trustee for the Trustee Lessee on any of the doors, walls or windows of the Premises or other parts of the buildings structures or other improvements and make good any damage or disfigurement caused to such doors, walls, windows or other parts of the buildings, structures or other improvements by reason of such removal.

16. REFUSE AND CLEANSING

The Trustee Lessee must:

16.1 **Refuse Bins** - Supply and maintain covered refuse bins and sanitary disposal units for the collection and storage of refuse from and on the Premises. The number, type and design of the refuse bins shall be to the satisfaction of the Manager.

16.2 **Cleansing Equipment** - Supply and maintain sufficient hoses and provide those quantities of disinfectants, soaps and cleansers, to the satisfaction of the Manager, necessary for the cleansing of the Premises.

17. NO ANIMALS IN PUBLIC AREAS

The Trustee Lessee must not keep, permit or allow any animals, birds or fish on any part of the Premises that is made available at any time for use by members of the public.

18. TREES

The Trustee Lessee must not destroy, cut down, deface, mutilate, remove or damage nor suffer or permit to be destroyed, cut down, defaced, mutilated, removed or damaged any tree, shrub, bush, hedge, plant, flower or landscaping which may now or at any time be growing, planted or constructed upon the Premises.

19. RULES AND REGULATIONS

The rules and regulations in Annexure B to this Lease are deemed to form part of this Lease and the Trustee Lessee covenants to observe and comply with such rules and regulations as added to varied or amended. The Trustee Lessee acknowledges agrees and declares that failure by the Trustee Lessee to keep and observe all such rules and regulations as the same may be added to amended or varied from time to time shall constitute a breach of the terms of the Lease in the same manner as if the rules and regulations were contained in the Lease as covenants.

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20. AMENDMENT OF RULES AND REGULATIONS

The Manager shall have the right at any time and from time to time to delete vary amend or add to the rules and regulations included in Annexure B to this Lease whenever the Manager in its judgment determines such variations amendments deletions or additions to be necessary or desirable but such variations amendments deletions or additions shall be limited by the Manager to the function of regulating the use of the Premises or any part thereof for the safety care and cleanliness and/or for the preservation of good order and/or for the safety of members of the public resorting to or using the Premises and a certificate over the signature of the Manager listing the rules and regulations for the time being in force at the date thereof or any amendment thereof shall until further notice be conclusive evidence that such rules and regulations or amendments are for the time being in force and made pursuant to the terms of the Lease. The rules and regulations shall not be in conflict with the terms of the Lease.

21. STATUTORY REQUIREMENTS AND RULES

The Trustee Lessee must:-

21.1 **Comply with Statutes** - Comply with each Statute relating to the Trustee Lessee's use or occupation of the Premises.

21.2 **Not Contravene Statute** - Not do or omit to do or permit anything to be done or omitted to be done on the Premises nor bring nor keep anything thereon or therein or within or about the same in contravention of any Statute, Local Law, By-law, Regulation or Rule in force in the City of Brisbane or relating to the Premises or any part thereof.

21.3 **Comply with Rules, Regulations and Requirements** – Ensure that the Trustee Lessee and all employees, agents, licensees and invitees of the Trustee Lessee must comply with:-

(a) each rule and regulation; and

(b) each requirement of the Trustee under this Lease.

21.4 **Trustee Lessee's Rules** - From time to time and when required by the Manager, make rules and regulations for the protection, control and management of the Premises.

21.5 **Local Laws** - At all times give the officers of the Trustee assistance in carrying out any of the Trustee's Local Laws, By-laws or regulations at any time and from time to time applicable to the Premises.

21.6 **Water Restrictions** – At all times comply with the South-East Queensland Water (Seqwater) water restrictions and complete any QWC or local authority reporting requirements.

22. ACCESS BY TRUSTEE

In addition to the Trustee's rights under clauses 32.3, 32.5 and 32.6, the Trustee Lessee must Permit the Trustee by its officers, servants, agents or workmen, to enter the Premises (including the Residence if any) at all reasonable times to:-

(a) carry out such customer service surveys of patrons of the Swimming Pool and other members of the public and conduct such attendance audits as the Manager shall from time to time require; or

(b) exercise any of the powers, rights and remedies conferred on the Trustee or the Manager by these presents,

without being liable to recoup from the Trustee for any inconvenience loss or damage howsoever arising which may be suffered as a consequence thereof.

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23. YIELD UP

Subject to the provisions of clause 34.7 at the expiration or sooner determination of the Term, the Trustee Lessee must peaceably surrender and yield up unto the Trustee the whole of the Premises including the Additional Improvements, all locks, keys, fastenings, plant, machinery and other equipment described in Annexure C and installations and light fittings (together with bulbs having a lumens acceptable to the Manager) in good and substantial repair, order and condition and free from rubbish.

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Part D WORKPLACE HEALTH AND SAFETY

24. OBLIGATIONS

24.1 **Health and Safety Statutory Obligations** – Without limiting the obligations in clause 21.1 the Trustee Lessee must ensure that the Premises and its use of the Premises comply with all statutory health and safety obligations, in particular obligations in the Workplace Health and Safety Act, Fire Safety Act, Environmental Protection Act and Dangerous Goods Act.

24.2 **Health and Safety Management System** – The Trustee Lessee must implement a Health and Safety Management System to meet the statutory obligations in clause 24.1. That is to meet all legislative and regulatory requirements and the guidelines of the Royal Life Saving Society of Australia within twelve (12) months of the Commencement Date. The system must address all aspects of the Trustee Lessee's operation including but not limited to working at heights, hazardous substances/ chemicals, dangerous goods and emergency services. The system must incorporate an accreditation process and include an independent audit process to be conducted by an appropriately qualified auditor approved by the Manager.

24.3 **Workplace Health and Safety Report –** the Trustee Lessee must provide a report in the format required by the Manager from time to time that illustrates the status of the Health and Safety Management System at the workplace.

25. CHEMICALS

25.1 **Storage of Chemicals by Trustee Lessee** – The Trustee Lessee must not without the prior approval of the Manager store or use any chemical inflammable liquid acetylene gas or alcohol volatile or explosive oil compound or substance upon the Premises other than those substances permitted by the Local Laws for use on residential premises. The Trustee Lessee must ensure that all chemicals are stored in accordance with the Health and Safety Management System specified in clause 24.2.

25.2 **Storage of Chemicals by Trustee** – The Trustee may at all times during the Term use the storage spaces and facilities in the Premises for the storage of any water purification chemicals and other materials required to be stored by the Trustee from time to time.

25.3 **Handling of Chemicals** – The Trustee Lessee must ensure that all chemicals are handled in accordance with the Health and Safety Management System specified in clause 24.2.

26. EMERCENCY PROCEDURES

26.1 **Procedures** – The Trustee Lessee must establish and implement emergency procedures and consult regularly with all appropriate Government Authorities concerning threat assessment, fire fighting, gas leakage, dangerous goods, bomb threats and evacuation and other emergency procedures in or relevant to the Premises and, if it is recommended or required by any Government Authority, conduct drills or exercises.

26.2 **Infectious Diseases** – If any infectious disease happens upon the Premises which may require notification by virtue of any Statute, Regulation or Local Law, the Trustee Lessee will give all the necessary notices and any other information which may be required to the proper authorities and will give a copy of the notification to the Manager and will at its own expense thoroughly fumigate and disinfect the Premises.

27. FIRST AID ROOM

The Trustee Lessee must:–

27.1 **First Aid Room** – Keep and maintain a first aid room in a clean and tidy condition.

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27.2 **Medical Equipment** – Supply, keep and maintain such medical equipment and supplies as are necessary for the proper and efficient rendering of first aid.

27.3 **Medical Stores Only** – Not keep or store or permit to be kept or stored in the first aid room any equipment or other matter or thing other than such medical equipment and supplies as are necessary for the proper and efficient rendering of first aid to any member of the public using the Swimming Pool or the facilities or to any employee of the Trustee Lessee who sustains injury or becomes ill while on the Premises.

27.4 **No Obstacles** – Keep and cause to be kept the first aid room, the entrance and all other means of access free from all obstacles and readily accessible at all times while the Swimming Pool is available for use by members of the public and at all times while any employee of the Trustee Lessee is on any part of the Premises.

28. GENERAL SAFETY

The Trustee Lessee must:

28.1 **Lighting** – Keep illuminated at all times when natural light is not adequate sufficient electric lamps to ensure the safety of members of the public.

28.2 **Empty Swimming Pool and Safety Fence** – At all times when the Swimming Pool is empty or partly empty and the Trustee Lessee permits members of the public to enter the Premises erect sufficient to meet all legislative and regulatory requirements and the guidelines of the Royal Life Saving Society of Australia to ensure that members of the public are excluded from the Swimming Pool.

28.3 **No Springboard or Tower**

(a) Not without the prior written approval of the Manager install nor erect nor allow to be installed or erected or to remain a springboard or tower in or adjacent to the Swimming Pool and shall use its best endeavours to prevent members of the public from entering the Swimming Pool from any structure.

(b) Ensure that any springboard or tower erected by the Trustee Lessee in accordance with this clause shall comply with the requirements of Standards Australia.

28.4 **Grandstand** - The Trustee Lessee will comply with any maximum loading level for any grandstand.

29. WATER QUALITY

The Trustee Lessee will:

29.1 **Chlorination/Disinfection** – At least one week prior to the opening of the Swimming Pool for use by members of the public in each year and at such other times as directed by the Manager chlorinate or disinfect and purify the water in or to be used in the Swimming Pool in the manner required by the Manager and to his satisfaction; and throughout the Term of the Lease treat and disinfect the water in the Swimming Pool at the time or times and in the manner as directed by the Manager and in accordance with his requirements.

29.2 **Recirculation of Water** – Empty and fill the Swimming Pool as often as the Manager may require and continuously recirculate the water in the Swimming Pool to the recommended capacity of the system of filtration and in accordance with the directions of the Manager.

29.3 **Chlorination/Disinfection Equipment** – Operate at all times throughout the day and the night during those periods when the Swimming Pool is made available for use by members of the public such chlorination/disinfection equipment as is installed on the Premises, in accordance with the requirements and directions and to meet all legislative and regulatory requirements and the guidelines of the Royal Life Saving Society of Australia.

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29.4 **Water Tests** - Prior to opening to the public on each day that the Premises are available for use by members of the public and thereafter at intervals of not more than four (4) hours until such time as the Premises cease to be available for use by members of the public, take a free chlorine, a total chlorine and a pH test of the water in the Swimming Pool and record the results of those tests as specified in clause 4.1 when requested by the Manager and at all times during those periods when the Premises are available for use by members of the public maintain the levels of the chlorine and pH content in the Swimming Pool within such range as the Manager shall require. The Trustee Lessee will supply the reagents, as specified by the Manager, required to carry out the tests.

29.5 Prior to opening to the public in any month that the Premises are available for use by members of the public and thereafter at intervals of not less than four (4) weekly until such time as the Premises cease to be available for use by members of the public, take a reserve alkalinity and calcium hardness test of the water in the Swimming Pool and record the results of those tests as specified in clause 4.2.

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Part E MAINTENANCE

30. General

30.1 **Specific Obligations –** The parties will comply with the Maintenance obligations in this Part E and the specific maintenance obligations set out in Annexure E. If there is any inconsistency between the provisions in this Part E and Annexure E, the obligations in Annexure E shall prevail.

30.2 **Notification -** machinery and plant used in connection with the Swimming Pool, and the water purification plant, water pipes, gas pipes, electric wiring, electric lights and fittings in upon or about the Premises immediately after the Trustee Lessee becomes aware of or should have become aware of the same.

31. CLEANING AND PRESENTATION

The Trustee Lessee must during the Scheduled Swimming Season and non-Scheduled Swimming Season:–

31.1 **Keep Clean** – Keep and maintain the Premises in a clean and tidy condition and free from any accumulation of rubbish and free of weeds and noxious plants, rodents, pests and vermin to meet all legislative and regulatory requirements.

31.2 **Gardening** – Trim all ornamental shrubs, mow all lawns, tend and maintain all gardens, maintain all garden features and tend and water all trees shrubs lawns and gardens on the Premises to meet all legislative and regulatory requirements.

31.3 **Pipes Drains and Surfaces** – Clean and keep clean and capable of freely operating to their maximum capacity, all inlets to pipes drains water closets and ablutions on and forming part of the Premises and clean all surfaces and tiling and other parts of the Premises subject to fouling including in particular the dressing rooms, concourses and water lines of the Swimming Pool.

31.4 **Pool Basins –** Clean and keep clean the pool basins by using an automatic drop in pool cleaner and/or vacuum system on a regular basis.

32. TRUSTEE LESSEE MAINTENANCE

The Trustee Lessee will undertake all maintenance of and repairs to:-

32.1 **Additional Improvements -** All Additional Improvements constructed in accordance with clause 34.

32.2 **Buildings and Grounds:**

(a) **Fittings** – including, but not limited to tap fittings, cisterns, public address systems, oxy viva resuscitator, glazing, non-key operated locks and doors (the oxy viva resuscitator is to be serviced annually by a qualified service agent at the Trustee Lessee's cost).

(b) **Light and Power** – all internal and external lighting (except floodlights), inclusive of bulbs, fluorescent tubes and starters and tag and testing of all Trustee Lessee's electrical appliances.

(c) **Minor Maintenance** – all windows, doors, non-key operated locks and removal of graffiti inside the Premises.

and generally effect all other maintenance and repairs in relation to the Premises, except where that work is the responsibility of the Trustee under this Lease.

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32.3 Inspection by Trustee

The Trustee Lessee will permit the Trustee:

(a) at all reasonable times and upon reasonable notice to enter upon and view the condition of the Premises (excluding the Residence); and

(b) upon twenty-four (24) hours written notice being given to the Trustee Lessee by the Trustee to enter upon and view the Residence (if any).

32.4 **Trustee Lessee Effecting Repairs** - The Trustee Lessee must execute all repairs and work that are the Trustee Lessee's responsibility under the Lease within a reasonable time and to a standard acceptable to the Trustee.

32.5 **Trustee Effecting Repairs** -The Trustee Lessee will also permit the Trustee at all reasonable times to enter upon the Premises for the purpose of effecting any alterations or remodelling or repairs which the Trustee may wish to carry out or that the Trustee deems necessary for the safety, preservation or improvement of the Premises.

32.6 **Trustee's Right to Repair** - If the Trustee Lessee at any time makes default in the performance or observance of any express or implied covenants in this Lease relating to repairs or maintenance of the Premises, the Trustee may (but without prejudice to the Trustee's right of re-entry) enter upon the Premises and repair them at the expense of the Trustee Lessee.

32.7 Surveillance of Facilities

The Trustee Lessee must:-

(a) regularly inspect and maintain surveillance of all facilities in the Premises; and

(b) promptly rectify (or if it is the responsibility of the Trustee under this Lease to rectify, then promptly give notice to the Trustee of) all faults in, damage to or loss or destruction of any fixture, fitting, furnishing, chattels or other facility or appurtenance in the Premises.

32.8 **Damage from Leakage** - The Trustee shall not under any circumstances be liable to the Trustee Lessee or any person claiming under or through the Trustee Lessee for any loss or damage whatever directly or indirectly caused by or arising from water, sewage, gas, electric current or other fluid, substance or force which may flow, leak or escape into or be in or upon the Premises.

32.9 **Operation of Equipment -** The Trustee Lessee will keep in good order and condition and properly operate all machinery, equipment, articles and other things the property of the Trustee set out and described in Annexure C to this Lease. To remove doubt, the Trustee Lessee will enter into a contract with a qualified pool plant operator to monitor and oversee the operation of the pool plant (at the Trustee Lessee's cost), and will supply and keep in good order and conduct all other equipment necessary for the proper operation of the Premises. In particular, the Trustee Lessee will cause a twelve (12) monthly service of the Trustee's oxygen resuscitation equipment to be carried out by a qualified service person and will submit to the Manager, a certificate that such service has been completed within one month of each service.

32.10 End of Season Maintenance of the Premises

(a) If the Premises will not be made available for use by members of the public and the Swimming Pool is to be drained in the period outside the Scheduled Swimming Season, then at the commencement of the period during which the Premises will not be made available for use by members of the public and at such other time or times as the Manager may in writing direct, the Trustee Lessee must:

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(i) empty, scrub and clean the Swimming Pool and treat and maintain the bottom and sides so as to preserve and maintain the Swimming Pool in a proper clean and hygienic condition; and

(ii) carry out such work as is necessary to ensure that those parts of the Premises and those facilities required to be available for the use of the members of the public are in a fit and proper condition and suitable for the purpose contained in clause 5 prior to the opening of the Swimming Pool for that year.

(b) If the Premises will not be made available for use by members of the public and the Swimming Pool is to be kept full in the period outside the Scheduled Swimming Season, the Trustee Lessee will be responsible for the operation and associated costs of the filtration sanitisation equipment so as to maintain the water in a safe and sanitary condition preventing the growth of algae and carrying out such work as is necessary to ensure that those parts of the Premises and those facilities required to be available for the use of the members of the public are in a fit and proper condition and suitable for the purpose contained in clause 5 prior to the opening of the Swimming Pool for that year.

33. TRUSTEE MAINTENANCE

33.1 **STRUCTURAL REPAIRS** - The Trustee will effect and be responsible for the cost of any structural repairs to existing facilities other than Additional Improvements constructed in accordance with clause 34 which are deemed necessary by the Manager except where rendered necessary by any act, omission, neglect, default or misconduct of the Trustee Lessee or the Trustee Lessee's employees or by its or their use or occupancy of the Premises or by any fittings constructed by the Trustee Lessee.

33.2 **BUILDING AND GROUNDS**

The Trustee will undertake all maintenance of and repairs to and/or replacement of:-

(a) Buildings:

(i) Structure;
(ii) Cisterns and pedestals;
(iii) Fabric – walls, ceilings, floor surfaces, removal of external graffiti;
(iv) Shade structures
(v) Roof Gutters – cleaning of roofs, gutters and downpipes;
(vi) Firefighting equipment;
(vii) Services:
- Town water – pipework, metering devices, stop cocks and valves;
- Sewerage and water drains – pipework but excluding blockages which are the responsibility of the Trustee Lessee;
- Fire Prevention and Detection Systems – panels, detectors and sprinklers;
- Hot water services;

(b) Light and Power Systems:

(i) Electrical Distribution Systems – wiring, switchboards, metering devices and switches;
(ii) Flood lighting;
(iii) Light fittings (excluding bulbs and tubes);

(c) Pool Water Purification and Circulation System – dosing, circulation and heating devices and equipment; and

(d) Pool Basins, Surrounds and Bulkheads (where applicable);

except where such maintenance or repairs is required as a result of damage or loss caused or contributed to by vandalism, misuse or accidental damage, or by default or negligence of the Trustee Lessee or its employees or agents.

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33.3 INTERRUPTION TO TRUSTEE LESSEE'S USE

The Trustee may require the Swimming Pool and facilities to be closed for any reasonable time without cost or compensation to the Trustee Lessee for the purpose of effecting essential structural maintenance and/or repairs and/or major refurbishment.

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Part F IMPROVEMENTS AND FITTINGS

34. CONSTRUCTION OF ADDITIONAL IMPROVEMENTS AND UPGRADE WORKS

34.1 **Additional Improvements and Upgrade Works** - The Trustee Lessee will construct the Additional Improvements and Upgrade Works in accordance with the terms of the Joint Development Agreement.

34.2 **Property of Trustee** - The parties acknowledge and agree that the Additional Improvements and Upgrade Works are required to enable the Trustee Lessee to carry out the Trustee Lessee's Business to the standard required by Clause 10.1 throughout the Term. Upon the expiry or earlier determination of this Lease, all buildings, fixtures and improvements which the Trustee Lessee has affixed to the Premises will be in consideration of one dollar ($1.00) become the property of the Trustee without compensation to the Trustee Lessee unless the Trustee Lessee immediately commences a new lease.

34.3 **No Improvements** - Subject to the provisions of clause 34.1 the Trustee Lessee must not effect any improvements nor make any alterations or additions nor suffer any improvements to be effected nor any alterations or additions to be made to in or on the Premises without the prior written permission of the Manager nor until the Trustee Lessee has at the cost and expense of the Trustee Lessee obtained all relevant statutory approvals, plans and specifications to the satisfaction of the Manager.

34.4 **Substantial and Workmanlike Manner** - All such improvements or additions shall be carried out in a substantial and workmanlike manner with the best materials of their several kinds and to the satisfaction of the Manager and all such improvements shall be deemed Additional Improvements and shall be subject to all the provisions of this Lease concerning Additional Improvements.

34.5 **Works** - On completion of the Works the Trustee Lessee shall deliver to the manager the as constructed drawings together with copies of all warranties and tax invoices applicable to the Works. The Works must be completed by the end of the first year of the Term, unless otherwise agreed in writing by the Trustee.

34.6 **No Modifications** - The Trustee Lessee must not, without the prior written consent of the Manager, mark, paint, drill into, cut, alter, deface or injure any of the ceilings, doors, walls, partitions, timbers or floors of the Premises or erect or install any fixtures, fittings or other attachments on or to the Premises.

34.7 **Additional Improvements Sign Off** – The Trustee Lessee must obtain the Trustee's certification (which the Trustee may provide or withhold in its absolute discretion) that the Additional Improvements have been completed in accordance with Clause 34.1 within two (2) months of the completion of the Works.

34.8 **REMOVAL BY TRUSTEE LESSEE**

(a) **Trustee Lessee's Fittings** - The Trustee Lessee may, subject to the provisions of this Lease, at or prior to the expiration or sooner determination of the Term, remove from the Premises all fittings or other articles upon the Premises which were at the time of installation approved in writing to be the Trustee Lessee's fittings and which have been paid for by and are the property of the Trustee Lessee. The Trustee Lessee shall in such removal do no damage to the Premises and must make good any damage which the Trustee Lessee may occasion thereto.

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(b) **Non Removal if Breach** - If any Rent or other moneys are due by the Trustee Lessee to the Trustee or the Trustee Lessee has committed any breach of the terms of this Lease which have not been made good or remedied (and whether the Trustee Lessee is still in possession or not) the provisions of clause 34.7(a) shall not apply and the Trustee Lessee shall neither remove any of its fixtures, fittings or other articles from the Premises nor be entitled by itself or its agents to enter the Premises for the purpose of removing any of the said items.

(c) **Abandonment of Trustee Lessee's Fittings** - Any of the Trustee Lessee's fittings or other articles not removed from the Premises at the expiration or sooner determination of the Term shall be deemed to have been abandoned to the Trustee and to have become its property, free of rights, estates or interests of any nature, legal or equitable of the Trustee Lessee or any person or corporation claiming by, through or under the Trustee Lessee.

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Part G INSURANCES AND INDEMNITIES

35. TRUSTEE LESSEE'S INSURANCE

35.1 **Trustee Lessee to Insure** - The Trustee Lessee must during the Term of this Lease at its sole cost and expense obtain and keep in full force and effect in the names of the Trustee Lessee the Trustee and all mortgagees of the Premises (as their interests may appear) the following insurances:

(a) **Property** - Insurance upon all property situated in the Premises owned by the Trustee Lessee or for which the Trustee Lessee is legally liable including but not limited to Additional Improvements and on all fixtures and improvements installed in the Premises by the Trustee Lessee, the policies to be for an amount not less than ninety per centum (90%) of the full replacement cost with coverage against at least fire with standard extended coverage and the Trustee Lessee shall provide documentary proof of cover to the Manager.

(b) **Public Liability** - Public liability insurance applying to all operations of the Trustee Lessee and which will include bodily injury liability and property damage liability personal injury liability products liability contractual liability contingent liability and Trustee Lessee's legal liability with respect to the occupancy by the Trustee Lessee of the Premises. The policy will be written on a comprehensive basis with limits of not less than twenty million dollars ($20,000,000.00) per occurrence or such higher limits as the Trustee or its mortgagee reasonably requires from time to time.

(c) **General -** Any other form or forms of insurance as the Trustee Lessee or the Trustee reasonably requires from time to time in amounts and for perils against which a prudent Trustee Lessee would protect itself in similar circumstances, for example but not limited to malicious damage.

35.2 **Insurance Policies** - All insurance policies required by this clause 35 must:

(a) contain a waiver of any subrogation rights which the Trustee Lessee's insurers may have against the Trustee and against those for whom the Trustee is in law responsible whether damage is caused by the act omission or negligence of the Trustee or by those for whom the Trustee is in law responsible. The Trustee Lessee releases and agrees to hold harmless the Trustee from and against all liability for any loss or damage to the Trustee Lessee its property or improvements, by oversight fault or any other cause; and

(b) be taken out with insurers acceptable to the Trustee and on policies and in forms satisfactory from time to time to the Trustee. Certificates of insurance, or if required by the Trustee or its mortgagee certified copies of each insurance policy will be delivered to the Trustee as soon as practicable after they are taken out. All policies will contain an undertaking by the insurer to notify the Trustee and its mortgagee in writing not less than thirty (30) days prior to any material change in terms, cancellation or other termination of the policies.

35.3 If the Trustee Lessee fails to take out or to keep in force any insurance required by this clause 35, or if the insurance is not reasonably approved by either the Trustee or its mortgagee, the Trustee may effect the insurance at the sole cost of the Trustee Lessee and all outlays by the Trustee will be payable by the Trustee Lessee to the Trustee as additional rent on demand without prejudice to any other rights and remedies of the Trustee under this Lease.

36. TRUSTEE'S INSURANCE

The Trustee will insure the Premises against damage by:-

(a) Fire;

(b) Lightning;

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(c) Impact by aircraft;

(d) Earthquake;

(e) Explosion;

(f) Impact by vehicles and animals;

(g) Rainwater; and

(h) Storm and/or tempest,

in broad cover form with repair and replacement terms on terms and conditions reasonable on the market at the time the insurance is affected.

37. ASSUMPTION OF RISK BY TRUSTEE LESSEE

37.1 The Trustee Lessee agrees to occupy and use the Premises at the risk of the Trustee Lessee. The Trustee will not in any circumstances be liable to the Trustee Lessee for any damage to the plant equipment fixtures fittings merchandise stock-in-trade or any other property of any description of or in the possession of the Trustee Lessee and contained in or about the Premises occasioned by:-

(a) water heat fire electricity vermin explosion tempest riot civil commotion bursting pipes or by the entry of water from any source; or

(b) the operation non-operation or malfunction of the Air Conditioning Equipment or the Fire Equipment; or

(c) any other cause.

37.2 The Trustee will not be liable for any loss of profits resulting from the damage even if the damage occurs by reason of:-

(a) any defect in the construction of the Swimming Pool, the Building or of any of the appurtenances in the Building or any of the facilities on the Premises; or

(b) any act or omission by any contractor of the Trustee or any other Trustee Lessee of the Building and their respective employees or any member of the public.

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38. INTERRUPTION OF SERVICES

Notwithstanding any implication or rule of law to the contrary, the Trustee will not in any circumstances be liable to the Trustee Lessee for any loss or damage suffered by the Trustee Lessee for any malfunction failure to function or interruption of or to the water gas or electricity services the Air Conditioning Equipment the Fire Equipment the lifts escalators and travelators (if any) in the Building or any of the appurtenances contained in the Premises or the Building or for the blockage of any sewers wastes drains gutters downpipes or storm water drains from any cause.

39. CONDITION PRECEDENT

Notwithstanding anything contained in this Lease or any implication or rule of law to the contrary, the Trustee will not be in breach of its obligations under this Lease and will not be liable for any damage or loss the Trustee Lessee may suffer by reason of the neglect or omission of the Trustee to pay any money to the Trustee Lessee or to supply any goods including chemicals to the Trustee Lessee or to do any act or thing to or in respect of the Premises of which the Trustee Lessee is or ought to be aware and which (as between the Trustee and the Trustee Lessee) the Trustee might be legally liable to do unless the Trustee Lessee gives to the Trustee notice in writing of that act or

omission and the Trustee without reasonable cause fails within a reasonable time to take proper steps to rectify the act or omission.

40. INDEMNITIES

40.1 The Trustee Lessee indemnifies the Trustee, the Minister and the State against all legal proceedings, costs and expenses for which the Trustee, the Minister or the State may become legally responsible whether during or after the Term of this Lease arising from:-

(a) Loss, damage or injury from any cause to property or person caused or contributed to by the neglect or default of the Trustee Lessee;

(b) The negligent use by the Trustee Lessee of any services to the Premises;

(c) The overflow, leakage or escape of water, fire, gas, electricity or any other harmful agent in or from the Premises caused or contributed to by any act or omission by the Trustee Lessee;

(d) The Trustee Lessee's failure to notify the Trustee of any defect in any services in the Premises of which the Trustee Lessee is aware or ought to be aware;

(e) Loss, damage or injury from any cause to property or person caused or contributed to by the neglect or default of the Trustee Lessee in its use of the Premises;

(f) The improper or faulty construction of facilities, trade fixtures or equipment installed in the Premises by the Trustee Lessee; and

(g) Any personal injury sustained by any person in or about the Premises.

40.2 For the avoidance of doubt any injury caused by the wilful or negligent conduct of the Trustee its employees or agents is excluded from the Trustee Lessee's indemnities under Clause 40.1.

41. INDEMNITY AGAINST NEGLIGENT USE OF EQUIPMENT

The Trustee Lessee indemnifies and saves harmless the Trustee, the Minister and the State from all loss or damage occasioned by the negligent use or misuse of the plant, machinery and equipment which forms part of the Premises or of the water, water fittings or fixtures or of the gas or electric light fittings or fixtures or of the closets or conveniences in or belonging to the Premises by the Trustee Lessee or by any person or persons claiming under the Trustee Lessee and must at the Trustee Lessee's own cost and expense pay for all such loss or damage.

42. EXTENSION OF INDEMNITIES

The indemnities in clauses 40 and 41 extend to acts and omissions of the Trustee Lessee and any employee, agent, licensee, invitee, subTrustee Lessee or other person claiming through or under the Trustee Lessee.

43. NOT TO PREJUDICE INSURANCE

43.1 **Not Increase Premium** - The Trustee Lessee must not do, nor omit to do anything on the Premises which may increase the premium payable by the Trustee under any policy of insurance or which may allow the insurer under a policy of insurance to refuse a claim.

43.2 **Non Standard Condition** - The Trustee may not regard the Trustee Lessee as having breached clause 43.1 in the case of a condition of the Trustee's insurance which is not a standard condition for that class of insurance unless the Trustee first notifies the Trustee Lessee of the condition, or the Trustee Lessee was aware of the condition.

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Part H DEFAULT AND TERMINATION

44. DEFAULT

44.1 The Trustee Lessee is in default under this Lease if the Trustee Lessee:-

(a) fails to pay a rent instalment within 14 days after the instalment was payable; or

(b) fails to pay any other moneys payable under this Lease within 14 days after the Manager has made written demand for payment; or

(c) does not comply with any notice requiring the Trustee Lessee to make strict and prompt fulfilment or observance of any of the covenants or agreements (whether express or implied) in this Lease and on the part of the Trustee Lessee to be performed or observed (including covenants and agreements of a negative character); or

(d) where the Trustee Lessee is a natural person:-
(i) dies; or
(ii) commits an act of bankruptcy; or
(iii) is made bankrupt; or
(iv) is subject to an arrangement under Part 4 of the Bankruptcy Act 1966; or
(v) is unable personally to control the Trustee Lessee's own affairs for any reason; or

(e) where the Trustee Lessee is a corporation:-
(i) is wound up; or
(ii) has an official manager appointed to it; or
(iii) is subject to an order for winding-up, or reconstruction; or

(f) has a receiver, a receiver and manager, an agent in possession, a trustee, or a guardian appointed in respect of any property of the Trustee Lessee; or

(g) is declared insolvent by a court of competent jurisdiction; or

(h) has execution levied against any property of the Trustee Lessee; or

(i) has a Mortgagee enter into possession of any property of the Trustee Lessee; or

(j) if the Guarantor fails to execute this Lease.

44.2 The Trustee Lessee is in default under this lease if the Guarantor:-

(a) fails to execute this Lease; or

(b) where the Guarantor is a natural person:-

(i) dies; or
(ii) commits an act of bankruptcy; or
(iii) is made bankrupt; or
(iv) is subject to an arrangement under Part 4 of the Bankruptcy Act 1966; or
(v) is unable personally to control the Guarantor's own affairs for any reason; or

(c) where the Guarantor is a corporation:-

(i) is wound up; or
(ii) has an official manager appointed to it; or
(iii) is subject to an order for winding-up, or reconstruction; or

(d) has a receiver, a receiver and manager, an agent in possession, a trustee, or a guardian appointed in respect of any property of the Guarantor; or

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(e) is declared insolvent by a court of competent jurisdiction; or

(f) has execution levied against any property of the Guarantor; or

(g) has a Mortgagee enter into possession of any property of the Guarantor,

45. RE-ENTRY

45.1 **Default** - If the Trustee Lessee is in default under this Lease, and where section 124 of Property Law Act 1974 applies, upon the Trustee complying with that section, the Trustee may:-

(a) without further notice re-enter the Premises; or

(b) determine this Lease by one day's written notice to quit.

45.2 **Re-Entry or Notice to Quit** - On the Trustee's re-entry, or the expiry of the notice to quit:-

(a) this Lease is determined; and

(b) the Trustee Lessee and the Guarantor remain liable to the Trustee in addition to any other Trustee's remedy, for:-

(i) damages flowing from the breach;
(ii) damages for loss of bargain; and
(iii) damages and any other remedy for any other breach of a Trustee Lessee's Covenant; and

(c) the Trustee may demand payment under the Security Bond; and

(d) the Trustee is discharged from all obligation to the Trustee Lessee and the Guarantor under this Lease, including each of the Trustee's Covenants.

46. TRUSTEE MAY REMEDY DEFAULT

46.1 **Failure to Observe Covenant** - If the Trustee Lessee fails to observe a Trustee Lessee's covenant, the Trustee may remedy the default.

46.2 **Remedy Default** - The Trustee Lessee irrevocably authorises the Trustee to do each act, and thing, and execute each instrument necessary to remedy the default either as principal, or as agent for the Trustee Lessee.

46.3 **Liquidated Claim** - The Trustee Lessee must pay the Trustee on demand as a liquidated claim:-

(a) all expense incurred by the Trustee in remedying a default; and

(b) all loss suffered by the Trustee, including consequential loss, in connection with the default.

47. TRUSTEE LESSEE VACATING

47.1 If, during the Term, the Trustee Lessee vacates, or abandons the Premises, the Trustee Lessee must continue:-

(a) to pay the Rent;

(b) to pay all other moneys payable by the Trustee Lessee under this Lease; and

(c) to observe each of the Trustee Lessee's Covenants.

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47.2 The Trustee's accepting delivery of:-

(a) keys; or

(b) access keys; or

(c) possession of the Premises; or

(d) a surrender of this Lease; or

(e) the Trustee Lessee's copy of this Lease; or

(f) all, or any combination of these things,

in the absence of a written acknowledgment of acceptance of a surrender, may not be regarded by the Trustee Lessee as:-

a. a surrender, including a surrender by operation of law, of the Lease; or
b. a waiver, or release of any Trustee Lessee's Covenant; or
c. a waiver of any breach of a Trustee Lessee's Covenant.

48. DAMAGES

48.1 **Damages** - If the Trustee:-

(a) re-enters, or terminates this Lease due to the Trustee Lessee's defaulting; or

(b) determines this Lease by accepting the Trustee Lessee's repudiation,

then, in addition to any other Trustee's remedy, the Trustee Lessee, and the Guarantor must pay to the Trustee:-

a. damages flowing from the default;
b. damages for loss of bargain;
c. damages for any other breach of a Trustee Lessee's Covenant; and
d. the Trustee's costs of terminating this Lease.

48.2 **Damages for Entire Term** - The Trustee Lessee, and the Guarantor must pay damages under this clause for the entire Term.

48.3 **Damages Calculated** - The Trustee's damages must be calculated without regard to:-

(a) the Trustee Lessee's abandoning, or vacating of the Premises; or

(b) the Trustee's re-entering, or terminating this Lease; or

(c) the Trustee's accepting the Trustee Lessee's repudiating this Lease; or

(d) the surrender of this Lease including by operation of law.

49. CONCURRENT ACTIONS

The Trustee may pursue each remedy for a breach of this Lease against the Trustee Lessee, or the Guarantor, or both concurrently with any one, or more other remedies.

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Part I SUBLETTING, MORTGAGING AND ASSIGNMENT

50. SUBLETTING

Intentionally Removed at Minister's Request.

51. MORTGAGING

51.1 **Not Mortgage Charge or Encumber** - Trustee Lessee must not mortgage, charge, or encumber:

(a) the Trustee Lessee's estate or interest under this Lease, or both and not unless the Trustee Lessee first obtains the Manager's written consent; and

(b) any Trustee Lessee's Property on the Premises.

51.2 **Manager's Consent**

(a) The Trustee Lessee must obtain the Manager's written consent before bringing any Trustee Lessee's Property onto the Premises unless the Trustee Lessee's property is the absolute unencumbered property of the Trustee Lessee.

(b) If the Manager consents to a Trustee Lessee's application under this clause, the Manager may require the Trustee Lessee, and each person claiming any interest, right, or title in the Trustee Lessee's Property to enter into a deed of covenant regulating the installation, and removal of the Trustee Lessee's property, and any dealing with the Trustee Lessee's estate or interest under this Lease, or both by the holder of the security.

52. ASSIGNMENT

52.1 If the Trustee Lessee first:-

(a) gives the Trustee at least 30 days' prior written notice of the proposed dealing with the Trustee Lessee's estate or interest in this Lease accompanied by the Adequate Particulars;

(b) is not in default in observing a Trustee Lessee's Covenant when giving notice under the previous subclause and if the Trustee consents to the proposed dealing, when the proposed dealing takes effect;

(c) offers in writing to surrender this Lease to the Trustee for the same consideration (excluding any consideration for the Trustee Lessee's Property) and on the same terms and conditions regarding payment as the Trustee Lessee proposes to assign this Lease;

(d) within 30 days after receipt by the Trustee of that offer, the Trustee does not accept that offer; and

(e) proposes to deal with an assignee who, the Trustee Lessee satisfies the Trustee, is:-

(i) respectable; and
(ii) responsible; and
(iii) suitable; and
(iv) solvent; and
(v) sufficiently financial; and
(vi) capable of observing each Trustee Lessee's Covenant for the balance of the Term, and any potential renewal of the Term; and
(vii) not likely to create a security risk on the Premises; and
(viii) sufficiently experienced in carrying on the Permitted Use; and
(ix) who enters into a deed with the Trustee containing:-

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(A) a Covenant to observe each Trustee Lessee's Covenant; and
(B) a Power of Attorney similar to clause 57; and
(C) if the Trustee requires a new fit-out, or re-decoration, or both, of the Premises, a Covenant to complete that work to the Trustee's satisfaction within the period stipulated by the Trustee;
(D) any other Covenant the Trustee may reasonably require; and

(x) who delivers to the Trustee:-

(A) if a trustee of a unit trust, a guarantee by the unit holders of that trust, and if a unit holder is also a trustee, by each beneficiary of the trust who is not under a disability, and, in the case of a corporate trustee, of each director, and principal shareholder of the trust to secure the observing of each Trustee Lessee's Covenant or the assignee's other Covenants, or both;
(B) if a trustee of a trust, other than a unit trust, a guarantee by each beneficiary of the trust who is not under a disability, and, in the case of a corporate trustee, each director and principal shareholder of the trust to secure the observing of each Trustee Lessee's Covenant or the assignee's other Covenants, or both;
(C) if required by the Trustee, a security for a sum nominated by the Trustee in approving the assignment; and
(D) each other Bond, Covenant, Guarantee, Guarantor' Power of Attorney, and Indemnity as the Trustee may require to secure the observance of each Trustee Lessee's Covenant, or the assignee's other Covenants, or both; and

(xi) enters into a deed with the Trustee:-

(A) releasing the Trustee from each claim the Trustee Lessee has, or may subsequently have against the Trustee in connection with the Lease; and
(B) any other Covenant the Trustee may reasonably require; and

(xii) who delivers to the Trustee a written undertaking:-

(A) to deliver to the Trustee an executed stamped copy of each agreement made between the Trustee and the assignee in relation to the proposed dealing; an
(B) if required by the Trustee, to register the proposed dealing in conjunction with the Trustee,

the Trustee Lessee may assign the whole of the Trustee Lessee's estate as interest in this Lease to the assignee.

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53. TRUSTEE LESSEE'S ACKNOWLEDGMENT

The Trustee Lessee acknowledges that each condition specified in clause 52 is reasonable.

54. CORPORATE CONTROL

54.1 **Corporation** - Where the Trustee Lessee is a corporation, and while the Trustee Lessee is not a Listed Company, the Trustee Lessee must obtain the prior written consent of the Trustee before a change occurs in more than 50% of the beneficial holding or control of a Prescribed Right in the Trustee Lessee when compared to the circumstances prevailing at the Control Date.

54.2 **Trustee's Consent** - To obtain the Trustee's consent under this clause, the Trustee Lessee must:-

(a) give the Trustee at least 30 days prior written notice of the proposed change;

(b) when giving this notice, not be in default in observing a Trustee Lessee's Covenant;
(c) satisfy the Trustee that each person who will hold a Prescribed Right in the Trustee Lessee after the proposed change is:-
(i) respectable; and

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(ii) responsible; and
(iii) suitable; and
(iv) solvent; and
(v) sufficiently financial; and
(vi) not likely to create a security risk on the Premises; and

(d) satisfy the Trustee that after the proposed change, the Trustee Lessee will be:-

(i) respectable; and
(ii) responsible; and
(iii) suitable; and
(iv) solvent; and
(v) sufficiently financial; and
(vi) not likely to create a security risk on the Premises.

54.3 **Consent Requirements** - If the Trustee consents to the proposed change, the Trustee may require each person:-

(a) who proposes to acquire a Prescribed Right; and
(b) who is not already a guarantor of this Lease,

to execute a Guarantee in favour of the Trustee on terms similar to Annexure A.

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Part J GENERAL

55. QUIET ENJOYMENT

If the Trustee Lessee observes each Trustee Lessee's Covenant, the Trustee Lessee may hold the Premises during the Term peaceably, and without interruption, or disturbance by the Trustee, or any person claiming under, or in trust for the Trustee.

56. NOTICE

Any demand, notice or document required to be made, given or served on the Trustee Lessee shall be sufficiently given or served on the Trustee Lessee if left addressed to the Trustee Lessee on the Premises or forwarded to the Trustee Lessee by post or sent by fax or left at the Trustee Lessee's last known address in Queensland. Such demand, notice or document sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent whether or not it is actually received.

57. POWER OF ATTORNEY

In consideration of this Lease the Trustee Lessee irrevocably makes nominates constitutes and appoints and in his place and stead puts and deputes the Trustee and the Lord Mayor and the Chief Executive Officer for the time being of the Trustee the true and lawful attorney and attorneys of him the Trustee Lessee at the expense in all things of him the Trustee Lessee and as his act and deed:

(a) to make, do, sign, seal, execute and deliver all and every instrument or instruments, deed or deeds as the Trustee the said attorney or attorneys may in the absolute discretion of it them or either of them see fit for further assuring to the Trustee the powers rights and privileges hereinbefore conferred or expressed or intended so to be;

(b) to execute and procure the registration of a Surrender of any Lease or any assignment of Lease without any payment of compensation to the Trustee Lessee and from time to time to appoint a substitute or substitutes and such appointment at pleasure to revoke and another or others to appoint; and

(c) GENERALLY to do, execute and perform all acts, matters and things whatsoever relating to the Premises as fully and effectually to all intents and purposes as the Trustee Lessee could do if the powers herein contained had not been conferred by the Trustee Lessee, the Trustee Lessee hereby ratifying and confirming and covenanting to ratify and confirm all and whatsoever the Trustee and the said attorney and attorneys and its and their substitute or substitutes shall lawfully do or cause to be done in or about the premises AND ALSO agreeing not to revoke the powers hereby conferred or any of them at any time during the continuance of this Lease.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the powers conferred by this clause shall not be exercised by the said attorney or attorneys unless default shall have been made in the observance, performance or fulfillment of some one or more of the covenants, agreements, conditions, restrictions, provisos and reservations herein contained or implied and on the part of the Trustee Lessee to be observed, performed or fulfilled. Sufficient proof of such default shall for all purposes whether incidental to registration or otherwise be the statutory declaration of any authorised person acting on behalf of the Trustee.

58. LAND TITLE ACT & PROPERTY LAW ACT

This Lease, in addition to the covenants and conditions herein contained, shall be subject to the covenants, agreements, conditions, restrictions, provisos and reservations implied herein by the Land Title Act 1994 and the Property Law Act 1974 or such modifications or additions of any of the same as herein appear.

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59. WAIVER

No waiver by the Trustee or the Manager of any breach of any covenant, agreement, condition, restriction or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or of any other covenant, agreement, condition, restriction or provision contained in or implied in this Lease. The only waiver by the Trustee or the Manager having any effect hereunder shall be a waiver in writing by the Trustee.

60. NO MORATORIUM

The provisions of any moratorium act or regulations or any act and regulations now in force or to come into force whether promulgated by either the Commonwealth of Australia or of the State of Queensland which may in any way tend to defeat restrain restrict or delay the rights remedies or powers of these presents reserved or granted to the Trustee or to reduce the Rent hereby reserved or other moneys payable by the Trustee Lessee to the Trustee shall not apply to these presents and the covenants of the Trustee Lessee.

61. NO WARRANTY FOR SUITABILITY

The Trustee Lessee acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Trustee in respect of the suitability of the Premises or the buildings, structures or other improvements for any business to be carried on therein or to the fittings, fixtures, facilities and amenities on the Premises or the buildings, structures or other improvements otherwise than contained in this Lease.

62. INSPECTION

The Trustee Lessee will upon receipt of 2 days' notice in writing from the Manager permit the Trustee and its servants and agents and all other persons authorised by the Manager to enter upon the Premises at all reasonable times during one week in the month immediately preceding the advertised closing date for tender of the Premises and during any period of holding over to inspect all parts of the Premises including the Residence (if any) or as otherwise agreed by the parties.

63. TRUST LAND

63.1 The Trustee Lessee acknowledges that -

(a) The land upon which the Premises are located has been granted in trust to the Council for recreation purposes.

(b) This Lease is subject to the approval of the Minister being obtained under the Land Act 1994.

(c) This Lease will be null and void if that approval is withheld.

(d) Intentionally removed at the Minister's request.

(e) If at any time the land on which the Premises are located reverts to the State under the Land Act 1994, this Lease will terminate without any further notice on the part of the Council and without the Trustee Lessee being entitled to any compensation from the Council, but the Trustee Lessee will be entitled to receive a refund of a proportionate part of the rent and money payable under clause 1.

(f) The Trustee Lessee will hold the Premises so that the Premises are used for the purpose for which the land where the Premises are located was granted to the Council in trust without undue interruption or obstruction.

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64. HOLDING OVER

Intentionally Deleted.

65. MISCELLANEOUS

65.1 No partnership, joint venture etc.

(a) Despite any provision of the Local Government Act 1994, nothing in this Lease is to be taken or construed as creating the relationship of a partnership or a joint venture or principal and agent between the Trustee and the Trustee Lessee, or as granting to the Trustee Lessee any interest in the Premises.

(b) Neither the method nor computation of the amounts payable to the Trustee nor the rights of the Trustee Lessee relating to the Premises nor any acts of the parties will be taken as creating any relationship between the Trustee and the Trustee Lessee other than the relationship of an owner of the Premises and Trustee Lessee of the Business.

65.2 Approvals of Trustee - In any case where the approval of the Trustee is required in respect of this Lease, the approval may be given on such conditions as the Trustee see fits, or withheld in the absolute discretion of the Trustee (except where otherwise expressly provided in this Lease).

65.3 Exercise of Trustee's Rights

(a) Any authorised officer of the Trustee may exercise any right of the Trustee under this Lease.

(b) Without limiting the above, where the opinion or belief of the Trustee is relevant, or matters are required to be satisfactory to the Trustee, an authorised officer of the Trustee may, on behalf of the Trustee, form the opinion or belief or determine whether or not any relevant matter is satisfactory.

65.4 Value of benefits

(a) Where the monetary value of a right or benefit received by a person is relevant for the purpose of this Lease, that value must be determined in good faith by an officer of the Trustee with experience in public venue management or asset management.

(b) If the Trustee Lessee disputes that determination and the parties cannot reach agreement within 30 days, either party may refer the issue to an expert for determination.

65.5 Waiver

(a) All Rights of the Trustee under this Lease will remain and continue in full force despite any apparent waiver, neglect, forbearance, omission or delay in the enforcement of them on any prior occasion for any reason.

(b) No employee or agent of the Trustee has authority to waive any of the right of the Trustee under this Lease or to represent that that right will not be exercised either temporarily or permanently or to give any warranty, consent or promise or to agree to any variation, other than by a document signed by an employee or agent who is authorised to do so.

(c) No purported waiver, representation, warranty, consent or promise of the Trustee shall have any force or effect unless so signed, and any such waiver, representation, warranty, consent or promise shall be effective only in the specific instance to which it relates and for the specific purpose for which it was given.

65.6 Choice of law - This Lease is governed by and is to be construed in accordance with the laws of the State of Queensland.

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65.7 **Jurisdiction** - Any action, suit or proceeding relating in any way to this Lease may be instituted, heard and determined in a court of competent jurisdiction in Queensland.

Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

Each party irrevocably waives any objection which it may now or in the future have to the laying of venue of any action, suit or proceeding relating in any way to this Lease brought in such court.

Each party irrevocably waives any claim that any such action, suit or proceeding brought in any such court is brought in an inconvenient forum.

65.8 **Guarantee and Indemnity** - The Trustee Lessee shall if required by the Trustee provide a Guarantee and Indemnity in the form in Annexure A by a guarantor approved by the Trustee.

65.9 **Capacity of Brisbane City Council** – The Trustee Lessee acknowledges that the Council's execution of this Lease shall not in any way restrict, influence or otherwise affect the Brisbane City Council's exercise of its powers and duties as a Local Government or Town Planning Authority.

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Part K OPTIONS

Intentionally deleted

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Part L DEFINITIONS AND INTERPRETATION

66. DEFINITIONS

In this Lease:-

"**Additional Improvements**" means the additional improvements to be constructed by the Trustee Lessee to a value that is equal to or greater than the Nominated Dollar Value and includes the additional improvements in Annexure D, together with any other additional improvements first approved in writing by the Manager as Additional Improvements;

"**Adequate Particulars**" means in relation to each proposed assignee referred to in clause 52:-

(a) the full name and address; and
(b) if an individual, a character reference; and
(c) a business reference; and
(d) a summary of assets and liabilities prepared and signed by a public accountant; and
(e) information and authorities necessary to obtain a bank reference and credit report; and
(f) if a corporation, a copy, including each amendment, if any, of the current Memorandum and Articles of Association, and the Certificate of Incorporation; and
(g) if a trustee, a stamped copy, including each amendment, if any, of the Trust Deed; and

in relation to each proposed guarantor of the assignee referred to in clause 52:-

(h) the full name and address; and
(i) a character reference; and
(j) a business reference; and
(k) a summary of assets and liabilities prepared and signed by a public accountant; and
(l) information and authorities necessary to obtain a Bank reference and credit report; and
(m) if a corporation, a copy, including each amendment, if any, of the current Memorandum and Articles of Association, and the Certificate of Incorporation; and
(n) if a trustee, a stamped copy, including each amendment, if any, of the Trust Deed; and
(o) a copy of each written agreement made between the Trustee Lessee and an assignee referred to in Clause 52 concerning the proposed dealing; and
(p) each other particular that the Trustee may reasonably require.

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"**Air-conditioning Equipment**" means the plant electrical installations ductwork and diffusers used for the manufacture and reticulation of conditioned air throughout the Building and includes all mechanical ventilation;

"**Building**" means the building or buildings of the Trustee erected or to be erected on the Premises;

"**Commencement Date**" means the date stated in Item 1 of the Reference Schedule;

"**Control Date**" means the latest of:-

(a) the Commencement Date; and
(b) the date, if any, on which the Trustee last consented to an assignment of this Lease; and
(c) the date, if any, on which the Trustee last consented to a change in a Prescribed Right under this clause;

"**Contract**" means the Contract constituted by the Trustee Lessee's tender and the Trustee's acceptance thereof and the accompanying documents referred to in the Trustee Lessee's tender and the Trustee's acceptance (all of which have been exhibited to the Trustee and to the Trustee Lessee at the time of execution of this Lease and have been initialed by the Trustee and the Trustee Lessee or its or their duly authorised agents for the purpose of identification);

"**Covenant**" includes an acknowledgment, agreement, condition, declaration, indemnity, promise, provision, representation, requirement, restriction, rule, stipulation, term, undertaking and warranty;

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"Daily Records" means the records stipulated in clause 4.1;

"Fire Equipment" includes all stop-cocks hydrants fire hoses fire alarms fire sprinklers and other fire prevention extinguishing and detection equipment in the Building;

"**GST**" means a goods and services tax or other similar tax payable by the Trustee in respect of a supply under this Lease;

"**Guarantor**" means the guarantor named in Item 14 of the Reference Schedule;

"**Joint Development Agreement**" means the agreement entered into between the Trustee and the Trustee Lessee for the construction of Additional Improvements and Upgrade Works dated / / 2013.

"**Trustee**" means the Lessor named in Item 1 of the Form 7 to this Lease;

"**Lease**" means this Lease and each Annexure, Exhibit and Schedule referred to in this Lease;

"**Listed Company**" means:

(a) a company in which the shares are listed on a member exchange of the Australian Associated Stock Exchanges; or
(b) a foreign corporation in which the securities are quoted for trading on a stock exchange, or other market for public trading in securities.

"**Manager**" means the Trustee's Manager - City Venues or an officer duly authorised by the Trustee;

"**Minister**" means the Minister of the State of Queensland administering the Land Act 1994 from time to time;

"**Nominated Dollar Value**" means the dollar value noted in Item 2 of the Reference Schedule;

"**Outgoings**" means the Trustee Lessee's outgoings as set out in clause 1.2;

"**Premises**" means the land described in Item 5 of the Form 7 to this Lease;

"**Permitted Use**" means the use specified in Item 4 of the Reference Schedule;

"**Rent**" means the rental amount in Item 2 of the Reference Schedule.

"**Residence**" means the residence which forms part of the Premises (if any);

"**Scheduled Swimming Season**" means from and including the first Saturday of the student second semester mid semester vacation to be observed by State Schools in Brisbane as determined from time to time by Regulation and made pursuant to the provisions of the Education Act 1964 as amended to and including the last Sunday of the student first semester mid semester vacation to be observed by State Schools in Brisbane as determined by Regulation made pursuant to the provisions of the Education Act 1964 as amended;

"**Security Bond**" means a guarantee from a bank to pay to the Trustee on demand the sum set out in Item 2 of the Reference Schedule;

"**State**" means the State of Queensland;

"**Statute**" includes an Act, By-Law, Order in Council, Local Law, Proclamation, Regulation and Rule;

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"**Swimming Pool**" means and includes any Swimming Pool, wading pool, diving pool or any other pool which is now on or included in the Premises or which may at anytime during the continuance of this Lease be constructed, provided or brought upon the Premises;

"**Stipulated Rate**" means a percentage interest rate per annum equal to the prime lending rate charged by the Trustee's bank plus three (3) percent;

"**Subsidy**" means the subsidy amount in Item 2 of the Reference Schedule

"**Swimming Club**" means any recognized swimming club as determined by the Manager

"**Trustee Lessee**" means the Lessee named in Item 3 of the Form 7 and where the Trustee Lessee is a natural person, each executor, administrator, successor and permitted assign of the Trustee Lessee and where the Trustee Lessee is a corporation, each successor and permitted assign of the Trustee Lessee;

"Trustee Lessee's Business" means the business of operating the Swimming Pool for use by members of the public as required by the Manager, including a lap swimming facility and coaching facility, and any other ancillary business first approved in writing by the Manager.

"**Trustee Lessee's Manager**" means a person who is appointed by the Trustee Lessee and has those qualifications set out in clauses 10(a) to 10(d) and 11 of Annexure B to this Lease and who has proved to the Manager that he is a respectable, responsible, fit and proper person and able to carry out the supervision of the Premises;

"**Term**" means the period specified in Item 1 of the Reference Schedule;

"**Works**" means the construction of the Additional Improvements;

"**Prescribed Right**" means:

(a) a voting right; or
(b) an income participation right; or
(c) a capital participation right; or
(d) any combination of these rights.

67. INTERPRETATION

In interpreting this Lease, and unless necessarily excluded by the context:-

(a) the masculine gender includes the feminine and neuter genders, the feminine gender includes the masculine and neuter genders, and the neuter gender includes the masculine and feminine genders;

(b) the singular number includes the plural number, and the plural number includes the singular number, including in a defined expression;

(c) a derivative of an expression defined in this Lease has a corresponding meaning;

(d) a Covenant by two or more persons is deemed to be made jointly and severally by each of those persons;

(e) clause headings are ignored;

(f) a reference to a Statute includes:-

(i) an enactment amending the Statute and an amendment, and an enactment substituted for a Statute;
(ii) an award, employment agreement, and industrial agreement;

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(iii) a notice given under a Statute;
(iv) a requirement of a person under a Statute;
(v) a reference to a party comprising more than one person includes any one or more of those persons;
(vi) a reference to a thing includes the whole as well as any one or more parts of the thing;
(vii) a Covenant by a person not to do something includes a Covenant by that person not to allow, attempt, permit, or suffer the doing of that thing; and

(g) reference to an Item means a reference to an Item in the Reference Schedule.

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ANNEXURE A

1. GUARANTEE

In consideration of the Trustee at the request of the Guarantor having entered into or having agreed to enter into this Lease with the Trustee Lessee, which request is testified by the execution of this guarantee and indemnity ("this Guarantee") by the Guarantor, the Guarantor unconditionally guarantees to the Trustee:-

(a) the due and timely payment by the Trustee Lessee of all Rent and other moneys whatever payable by the Trustee Lessee to the Trustee under or arising out of this Lease and any renewal, extension, variation, substitution or over holding of it or otherwise payable by reason of any use, occupation or other tenancy of the Premises by the Trustee Lessee; and

(b) the timely performance and observance of all the covenants and obligations of the Trustee Lessee expressed or implied under this Lease.

2. INDEMNITY

The Guarantor indemnifies the Trustee and agrees at all times to keep the Trustee fully indemnified from and against all actions, claims demands, remedies, suits, injuries, damages, losses, costs, expenses, liabilities, proceedings, rights of action, claims for compensation or abatement and any other expenditure of any nature whatever incurred or likely to be incurred by the Trustee consequent upon or arising directly or indirectly out of any circumstances, including any one or more or all of the following circumstances:

(a) any breach or non-observance by the Trustee Lessee of any covenant or condition under this Lease or any renewal, extension, variation, substitution or over holding of it; or

(b) any non-enforceability of this Lease by the Trustee against the Trustee Lessee, including any disclaimer of this Lease by any liquidator of the Trustee Lessee for the residue of the Term that would have remained if there had been no disclaimer.

3. LIABILITY OF GUARANTOR

The rights and remedies of the Trustee and the liability of the Guarantor under this Guarantee shall not be prejudiced or affected in any way or by anything or by any circumstances whatever, including any one or more or all of the following circumstances (with or without notice to the Guarantor):-

(a) the granting of any time, credit, waiver, forbearance, concession or other indulgence at any time by the Trustee to the Trustee Lessee and to the Guarantor and to any other person or to any one or more of them;

(b) any absolute or partial release, discharge or compromise of or with the Trustee Lessee, the Guarantor and any other person or any one or more of them;

(c) any variation of this Lease, including any variation of the Term, any variation of the area of the Premises or the quantum of any Rent or other moneys from time to time payable under this Lease or any one or more of the same, any further or other Lease or right of occupation of the Premises granted by the Trustee to the Trustee Lessee for any reason, including pursuant to any option to renew or extend the Term, any further term or other variation or substitution imposed by law or otherwise agreed by the Trustee and the Trustee Lessee, and any holding over by the Trustee Lessee under this Lease;

(d) any composition, compromise, release, discharge, arrangement, abandonment, waiver, variation, relinquishment, exercise, grant or renewal (either wholly or partly) of any security or right held by the Trustee in respect of the Trustee Lessee or any other person;

(e) any assignment, subletting or other dealing whatever by the Trustee Lessee of this Lease and of the Premises or any of the same either with or without the consent of the Trustee;

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(f) any expiration of the Term or other termination of this Lease (whether by effluxion of time, termination, repudiation, abandonment, re-entry, acceptance of repudiation, full or partial surrender or otherwise or this Lease becoming void or voidable);

(g) (where the Trustee Lessee and the Guarantor or any of them is or includes a natural person) the death, disability, bankruptcy, infancy, deed of arrangement, assignment or composition for the benefit of creditors of the Trustee Lessee and the Guarantor or any of them or (where the Trustee Lessee and the Guarantor or any of them is or includes a corporation) any de-registration, liquidation, winding up scheme of arrangement, reduction of capital, capital reconstruction or the appointment of any receiver or receiver and manager (whether by any Court or under any powers contained in any instrument) or official management of the Trustee Lessee and the Guarantor or any of them or any other demise of the Trustee Lessee and the Guarantor or any of them or notice of any of those circumstances;

(h) the completion of this Lease by or on behalf of the Trustee pursuant to an agreement in that regard;

(i) any non-perfection of the estate of the Trustee Lessee under this Lease, including the non-registration of this Lease for any reason whatever and that the consent of any other person may be required to this Lease or any of the same;

(j) any sale, transfer, assignment or other dealing of any kind whatever by the Trustee of the whole or any part of its interest in the Premises and this Lease or any of the same with or without notice to the Trustee Lessee and the Guarantor or any of them; or

(k) any other act, omission, neglect, default, misconduct, event, security or thing of any description whatever that under the law relating to sureties would or might otherwise have the effect (either at law or in equity or by statute or otherwise) of releasing, discharging or otherwise affecting the liability of the Guarantor either in whole or in part under this Guarantee.

4. GUARANTEE APPLIES TO VARIATIONS AND RENEWALS OF LEASE

The obligations of the Guarantor under this Guarantee shall apply and extend to the payment of all Rent and other moneys and performance by the Trustee Lessee under or by reason of any variation of this Lease, including any variation of the Term, any variation of the area of the Premises or the quantum of any Rent or other moneys from time to time payable under this Lease or any one or more of the same, any further or other Lease or right of occupation granted by the Trustee to the Trustee Lessee for any reason, including pursuant to any option to renew or extend the Term, any further term imposed by law or otherwise agreed by the Trustee and the Trustee Lessee, and any period of holding over by the Trustee Lessee under this Lease with or without any consent by or notice to the Guarantor.

5. GUARANTEE IS IRREVOCABLE AND CONTINUING

This Guarantee shall be irrevocable and continuing and shall extend to cover all obligations of the Trustee Lessee to the Trustee however arising and shall continue and remain in full force and effect until the due performance and observance by the Trustee Lessee of all its covenants under this Lease.

6. GUARANTOR IS A PRINCIPAL DEBTOR

Notwithstanding that as between the Guarantor and the Trustee Lessee the Guarantor may be a surety only, nevertheless as between the Guarantor and the Trustee, the Guarantor (as an independent covenant and as a party to this Lease) shall be deemed to be a principal debtor jointly and severally with the Trustee Lessee.

7. WAIVER OF RIGHTS

To the fullest extent permitted by law, the Guarantor waives all its rights either as surety or indemnifier (whether legal, equitable, statutory or otherwise) that may at any time be inconsistent with this Guarantee.

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49-Sch4 - Personal Information

15th of AUGUST

49-Sch4 - Personal Information

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ANNEXURE B

RULES AND REGULATIONS

ANNEXURE B
RULES AND REGULATIONS

1. Should the Trustee Lessee be a Company those obligations, duties, acts and things which under the provisions of this Lease are required to be performed, carried out and done by a person shall be performed, carried out or done by a person employed by the Trustee Lessee, who has first been approved of by the Manager and such person shall possess the knowledge and qualifications which this Lease either expressly or impliedly requires the Trustee Lessee to possess.

2. The Trustee Lessee shall employ such number of attendants as are required to be on duty from time to time to ensure the proper supervision of the Swimming Pool and to ensure public safety and the protection of the Trustee's property at all times and shall advise the Trustee of the number of attendants that shall be employed at any time. The Trustee Lessee and each such attendant shall have those qualifications set out or referred to in Clause 10 and Clause 11 of these Rules and Regulations. The Trustee Lessee must comply with the minimum lifeguard ratio set out in Royal Life Saving Society "Guidelines for Safe Pool Operations".

3. The Trustee Lessee shall ensure that his employees sign a daily attendance book with details of hours of duty, and that book must at all times be available for inspection by the Manager or any officer authorised by him for that purpose.

4. The Trustee Lessee shall ensure that his employees wear, whilst on duty, a means of identification to the satisfaction of the Manager.

5. The Trustee Lessee shall be, and shall ensure that all of his employees are neat and clean in appearance, courteous to the public and in a state of strict sobriety at all times whilst in any part of the Premises open to use by members of the public.

6. The Trustee Lessee shall maintain and shall ensure that his employees maintain a state of good public relations with persons resorting to and using the Premises.

7. The Trustee Lessee shall not make and shall ensure that all employees do not make any press or public comment concerning the Premises unless with the express permission of the Manager.

8. The Trustee Lessee shall not make comment on any public forums including social media regarding any terms or conditions included in the lease. Social media can be used to promote or advertise the venue and programs conducted at the venue.

9. The Trustee Lessee shall personally attend meetings each month (or at such other times as may be determined from time to time by the Manager) with the Manager or his nominated representative and at these meetings produce the following information:

   (a) records of attendances for the month (including adult/child/carnivals/programmes such as Learn to
   (b) Swim/other usages);
   (c) water quality test results;
   (d) details of chemicals received and filter backwashing;
   (e) plant operations;
   (f) staff attendance records including evidence of qualifications/certifications;
   (g) accident and incident report records;
   (h) any other reports as requested by the Manager.

10. The Trustee Lessee shall at all times when required so to do by the Manager, satisfy the Manager that he the Trustee Lessee is fully competent and qualified in lifesaving resuscitation and First Aid methods of the type and standard required by the Manager and during such times the Premises are available for use by members of the public the Trustee Lessee shall not absent himself from the Premises except when placing in charge of the Premises during the Trustee Lessee's absence, a person who is fully competent and qualified in lifesaving resuscitation and

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First Aid methods of the type and standard required by the Manager.

11. (a) The minimum lifesaving qualification which the Manager will require of the Trustee Lessee, any person that may be appointed from time to time by the Trustee Lessee and all Swimming Pool attendant staff shall be a current "Pool Lifeguard" award issued by The Royal Life Saving Society Australia. All other staff employed at the Swimming Pool shall be the holder of a current "Resuscitation" award issued by any one of the following competent authorities:

    (i) The Royal Life Saving Society Australia;
    (ii) The Surf Life Saving Association;
    (iii) The St. John Ambulance Association; or
    (iv) The Red Cross Society.

    (b) The Trustee Lessee, the person placed in charge by the Trustee Lessee during his absence and all other staff employed at the Swimming Pool must have current certification from a qualified examiner.

    (c) The minimum First Aid qualifications which the Manager will require of the Trustee Lessee or any person that may be appointed from time to time by the Trustee Lessee and all pool attendants shall be the Senior First Aid Certificate issued by the St. John's Ambulance Association or the Red Cross Society or the Queensland Ambulance Service or the Royal Life Saving Society Australia.

    (d) The Trustee Lessee and all staff must hold a Blue Card issued by the State Government.

    (e) The Trustee Lessee and all staff must hold any other qualification as required by legislative requirements.

12. The Trustee Lessee shall be required to have successfully completed "The Swimming Pool Plant Operation Course" or a similar course acceptable to the Manager or shall undertake and complete such a course forthwith upon taking possession of the Premises.

13. The Trustee Lessee shall be responsible for the running and cleanliness of the water purification and filtration plant and shall observe and comply with any direction that may be given in respect thereof by the Manager.

14. In particular, the Trustee Lessee shall comply with the requirements of the Queensland Health Swimming and Spa Pool Water Quality and Operational Guidelines 2004. The Trustee Lessee shall maintain the water to the Microbiological Water Quality standard as follows:

    (a) Coliforms < 1 cfu / 100 mL;
    (b) Coliforms Faecal < 1 cfu / 100 mL;
    (c) Pseudomonas aeruginosa < 1 cfu / 100 mL;
    (d) Staphylococcus aureus < 1 cfu / 100 mL; and
    (e) Heterotrophic Plate Count < 100 cfu / mL.

15. The Trustee Lessee shall maintain the chemical content of the water to a standard of:

    (a) Free Chlorine 2.0 to 3.0 ppm;
    (b) Total Chlorine is not to be above the Free Chlorine by more than 0.5 ppm;
    (c) PH is to be in the range of 7.5 to 7.7;
    (d) Calcium hardness approximately 200 ppm; and
    (e) Reserve Alkalinity 80 to 120 ppm.

16. Immediately the Trustee Lessee becomes aware that a person has been injured or has become ill on the Premises, and in priority to the carrying out of any other function or duty, the Trustee Lessee shall render to such injured or ill person such first aid as the Trustee Lessee is capable of rendering and if it appears to the Trustee Lessee that such injured or ill person requires further medical attention the Trustee Lessee shall arrange for the injured or ill person to receive further medical attention or to be transported by ambulance or other appropriate means to a hospital or such other place at which the injured or ill person can receive further medical attention.

17. As soon as possible after the Trustee Lessee has complied with the provisions of the last preceding paragraph, the Trustee Lessee shall notify the Manager by telephone or otherwise by the quickest medium, of the facts and circumstances of how the aforesaid injury or illness was sustained or suffered.

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18. The Trustee Lessee shall forthwith after the occurrence of any misadventure affecting the public, public safety or the property of the Trustee, notify the Manager in writing of that misadventure.

19. The Trustee Lessee shall accurately record in a Log Book to be kept and maintained by the Trustee Lessee the time, facts and circumstances of any aforesaid injury, illness or misadventure, including photographs of any facility or apparatus which may allegedly have contributed to or caused the injury, illness or misadventure.

20. The Trustee Lessee shall take every possible precaution to prevent theft and loss of private property and property of the Trustee and shall forthwith upon becoming aware of any theft or loss of property notify the officer in charge at the nearest Police Station and the Manager of that theft or loss of property and the Trustee Lessee shall keep and maintain a Log Book and record therein full particulars of each theft and loss of property.

21. The Trustee Lessee shall keep and maintain a Log Book and record therein full particulars of any mechanical breakdown of any of the plant or equipment on the Premises and of any action taken by the Trustee Lessee to remedy such breakdown.

22. The Trustee Lessee shall not permit food or drink or the containers in which they are sold or stored to be taken into the swimming pool nor bring onto nor permit to be brought onto or consumed on the Premises food or drink in glass containers or containers of a type such as to be, in the opinion of the Manager, likely to cause a nuisance, annoyance or danger to the safety of persons resorting to or using the Premises.

23. (a) The Trustee Lessee shall not burn or permit to be burnt upon the Premises or any part thereof any rubbish or waste or any other matter or thing.

    (b) The Trustee Lessee shall ensure that the public address system is used only for the purpose of general announcements, the conduct of carnivals and a paging service and is not used for the purpose of correcting or controlling behavior of individuals, amplified music or advertisements.

24. The Trustee Lessee must ensure that the noise from the public address system does not exceed the level reasonably required to be properly heard within the Premises.

25. The Trustee Lessee shall ensure that none of the locks on the Premises are changed without the prior consent of the Manager and that any additional locks are keyed into the master key system.

26. The Trustee Lessee shall ensure that the Premises are operated in the name of the Swimming Pool as indicated in this clause 1.2(c) of this lease and shall not without the prior consent of the Manager operate the business or any part of the business on or from the Premises in any other name.

27. The Trustee Lessee shall make available the "Conditions of Entry Manual" to any member of the public requesting to view this document.

28. The Trustee Lessee shall abide by all conditions contained in the "Administrative Procedures Manual".

29. The minimum Learn to Swim teaching qualification which the Manager will require of all teaching staff conducting Learn to Swim activities shall be a current Austswim or Queensland Swimming Association Teacher of Swimming or equivalent as recognized by Austswim or Queensland Swimming Association.

30. All staff conducting Learn to Swim activities shall hold a current "resuscitation" award issued by any one of the following competent authorities:

    (a) the Royal Life Saving Society Australia;
    (b) the Surf Life Saving Association Australia;
    (c) the St. John's Ambulance Association; or
    (d) the Red Cross Society.

31. All Learn to Swim and Swimming Lessons shall be conducted in accordance with the modified Austswim guide lines (as set out below), as amended by the Manager, from time to time.

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32. Camera use – The use of video or still cameras in Council venues must be approved by – Venue Management and/or the hirer of the facility and/or the individual/s being photographed.

33. To be admitted, persons 10 years of age or younger must be accompanied by a supervising person 18 years of age or older

"Austswim" Guide Lines
as modified by the Brisbane City Council and forming part of this Annexure B

CLASSIFICATION	PERFORMANCE INDICATOR	TEACHER : PUPIL RATIO
BABIES*	No formal Program recommended	
INFANTS*	Water Familiarisation Program	In water participation of parent or person trusted by the child - constant supervision. 1 : 2 per parent MAXIMUM
PRE-SCHOOL*	Water Familiarisation Program	1 : 6 MAXIMUM The younger the children and the deeper the water, the greater the supervision required.
BEGINNERS*	Shallow water only – little or no experience	1 : 10 MAXIMUM

**The Brisbane City Council strongly recommends that a responsible person supervise those students not receiving the individual attention of the instructor in each group lesson.*

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ANNEXURE C

SANDGATE POOL

INVENTORY - BRISBANE CITY COUNCIL OWNED

The following items are the property of the Brisbane City Council and form part of the Lease.

RESIDENCE:

3 bedrooms
1 kitchen (inc. electric stove, stainless steel sink, built-in cabinets)
1 lounge
1 dining room
1 bathroom
1 laundry
1 stainless steel double wash tubs and cabinet
1 toilet
1 "Extendaline" clothes line
1 hot water storage system
2 lock-up garages

AMENITIES BUILDING:

First Aid Room

1 first aid bench
1 porcelain wash basin
1 oxy viva resuscitator
1 first aid cabinet (built-in)
1 metal cabinet
1 furna duro spinal immobilisation board

Office – Kiosk

1 PA system (incl. 1 microphone & 4 speakers)
1 set built-in serving counters
1 fire extinguisher (water type & wall mounted)
1 stainless steel sink, double bowl and cupboard
1 hot water storage unit
1 notice board (glass front)
1 defibrillator

Gents Dressing Room

3 toilets
8 showers (cold)
1 shower (hot)
1 wash trough
1 urinal

Ladies Dressing Room

3 toilets
3 showers (cold)
1 shower (hot)
1 wash trough

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MAIN PLANT ROOM – EQUIPMENT YARD:

2 large cylindrical steel filter cells
1 circulation pump
Assorted pipework, valves and guages
2 lint strainers
1 chlorinator (adapted to co2)
1 chemical solution feeder (twin head)
1 plastic chemical solution vat
1 stainless steel sink
1 chain hoist
1 chemical stirrer
1 fire extinguisher – Co2 (wall mounted)
1 3,000 litre sodium hypochlorite storage tank
Associated pipework and valves
1 concrete bund for sodium hypochlorite tank
2 man hole cover lifters
1 emergency chemical spillage shower

LEISURE PLANT ROOM:

Steel filter cells
1 circulation pump
Slide feature pumps
Assorted pipework, valves and guages
1 lint strainers
1 salt water chlorinator
1 fire extinguisher – Co2 (wall mounted)
1 emergency chemical spillage shower

POOL AND SURROUNDS:

1 main pool
- painted concrete
- tiled walls at water level
- 50m x 18.3m approx.
- Pool shade cover

1 wading pool (free formed)
- painted concrete floor
- tiled walls at water level
- 44m x 17m approx. (Random shape)
- 4 x slides
- Triangular shade cover

10 concrete seat units
4 x all in one bench/ tables
2 drinking fountains
4 flood light poles
2 safety reaching poles with float
7 fabric shade structures 7.5m x 5.5m
2 fixed refuse bins
7 wooden park seats
2 x water tanks
2 x striped shade over playgrounds
2 x Children's playground areas.
1 x Electric BBQ (double)

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ANNEXURE D

ADDITIONAL IMPROVEMENTS (UPGRADE WORKS)

As specified in the Joint Development Agreement.

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ANNEXURE E

TRUSTEE'S AND TRUSTEE LESSEE'S MAINTENANCE RESPONSIBILITIES

Council Responsibilities	Lessee Responsibilities	Comment
Notification		
	Notify Council of any initial building defects as soon as they are apparent.	This is to ensure items covered under the 12 months defects liabilities period are addressed by the builder.
Inspection of Facility		
	The lessee will allow free access to Council to inspect the premises, and provide three sets of keys for access. The lessee will keep a maintenance log available and up to date for inspection.	
Out of Hours Emergency Repairs		
Only those items that are regarded as a health and safety risk or would result in significant further damage if not repaired.	The cost of any other maintenance works carried out "Out of Hours" as a result of a request from the lessee.	The lessee will be reimbursed for work of this nature if Council is responsible.
Make Safe		
	In the event of a fault occurring it is the lessee's responsibility to make safe and safeguard patrons and public until the repair is completed.	This includes where required. Filing down sharp edges to prevent harm, excluding the public from the area, and posting "out of order" signs.
Cleaning		
Clear underground pipe work to ensure adequate flow (where not due to negligence of misuse).	Keep and maintain the premises in a clean and tidy condition and free from any accumulation of rubbish and free from weeds and noxious plants, rodents, pests, and vermin in accordance with the agreed standards and to meet all regulatory and legislative requirements. Cleaning of all pools. Cleaning of all surfaces including tiled pool concourses and bulkheads. Removal and clear away from site all leaves and other debris from all grates and gullies within the premises. Steam clean any carpets within the facility at least once every 12 months. Clear out all grease traps to ensure	Whilst the facility is open to the public the lessee is to ensure that the facility is kept in a clean and tidy condition at all times. This excludes engineering cleaning of plant. Particular attention is to be paid to ensuring the cleanliness of water lines. If the pools are not open to the public all year round the lessee is responsible for the cleaning of the pool prior to opening. The lessee is not to dispose of any leaves, grass clippings or debris down drains or to adjoining properties. This includes carpets in residence. If present grease traps are to be

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	waste pipe work runs freely at all times. Regular clearance of debris from gutters. Maintain down pipes.	cleared out a minimum of once every 12 months. Clearance of the gutters will be carried out at intervals determined by the Trustee.
Gardening		
Maintain any trees 3 meters or above in height, including the removal of unsafe branches.	Trim all ornamental shrubs, mow all lawns, tend and maintain all garden features and tend and water all trees (to a height of 3 meters)shrubs, lawns, and gardens within the lease area in accordance with the required standards and to meet all legislative and regulatory requirements. Maintain all garden elements within the residence.	
Pest Control		
Annual termite inspection.	Removal of all noxious plants or weeds. Removal of all pests and rodents.	As defined in any legislative or regulatory requirements and identified by Council. This includes implementing a regular preventive regime to eliminate pests and ensuring cleanliness to remove food sources. This includes snakes and possums.
Refuse		
	To provide sufficient rubbish bins of approved design within the facility. Regularly clear bins to prevent the overflow of rubbish at all times. Provide waste services and skips or bins suitable within the constraints of the site. Provision and services of sanitary disposal units including nappy bins. The provision of all cleaning consumables. Removal of waste from site including green waste. Ensure a sharps container is available and properly serviced and disposed in at least the first aid room.	To be of the type and design to comply with Council policy. Green waste such as grass clippings may only be stored on site for mulch only if stored in a manner to meet all legislative and regulatory requirements. Includes all toilet rolls and paper towels. All rubbish including bulky items is to be removed from site within 7 days. Whilst on site rubbish is to be kept in an appropriate receptacle.

RTI DL RELEASE - DNRM

Title Reference 14592170

Lessee Fittings Fixtures and Improvements		
Council to notify lessee of any decision involving lessee improvements.	All aspects of the management, operation, and maintenance of these items in compliance with the terms of the lease and to meet all legislative and regulatory requirements.	
Maintenance (assets existing at the commencement of the lease)		
Replacement of items supplied by Council that have reached the end of their economic life and are beyond repair (provided lessee has properly maintained). This excludes pool lane ropes, pool blankets, and pool cleaners.	Lighting – changing all bulbs and starters. Repair all floodlighting including replacement of the bulbs.	The lighting levels are to be maintained to the required standard. This requires bulbs to be fitted to all fixtures, this includes floodlighting.
Electrical		
Annual electrical inspection. The repair of electrical reticulation, including switchboards, distribution boards, RCD's, and general power outlets. Tag and testing of all pool plant at the frequency to meet all legislative and regulatory requirements.	Annual scanning and cleaning of electrical boards. Costs associated with overloading the electrical circuits through the use of lessees' equipment. Appliance testing and tagging of all electrical items with the exception of pool plant to the frequency to meet all legislative and regulatory requirements.	
Heating Ventilation and Air Conditioning		
	The service and repair of any HVAC equipment including regular replacement of filters. Ensure the correct operation of the HVAC system.	
Hydraulic Repairs		
The replacement of hydraulic services, including taps, valves, pumps, and cisterns.	The maintenance of all hydraulic services, including taps, valves, pumps, and cisterns.	
Keys and Locks		
At the start of the lease or at any time when locks and keys are changed provide Council with three copies for access.	Provide a keying system suitable for the lessee's operational requirements.	
Oxy Viva Resuscitator		
Council to supply oxy viva resuscitator.	The annual service of the oxy viva resuscitator by a qualified service agent. Repairs to oxy viva resuscitator.	

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Title Reference 14592170

Playground Equipment		
Supply and replace playground equipment.	Maintenance of playground equipment.	
Glazing		
Repair and replacement of any fixed glass panels.	Repair and replacement of any moving glass panels including windows, doors, louvers.	
Pool Water Purification and Circulation Systems		
Replacement of water purification and circulation system.	Maintenance of water purification and circulation system. Operation of water purification and circulation system in accordance with manufacturers operating instructions.	
Pool Basins, Surrounds and Bulkheads		
Structural repair all pool basins surrounds and bulkheads including joints. Council will replace tiles if the cause of replacement is not caused by the damage or negligence of the operator.	General maintenance and cleaning all pool basins, surrounds and concourses. Tiles that are broken, but do not require replacement, will be replaced by the operator and filed down to ensure no sharp edges.	Includes any water features or slides.
Paths and Car Parks		
Repair all external and internal paths, road surfaces and car parks including the line markings.	Keep areas within lease clean and tidy, and report any defects to council.	
Signage		
Repair or replace damage or superseded Council signage.	Repair or replace damage or superseded signage installed by the lessee.	

RTI DL-RELEASE - DNRM

Title Reference 14592170

ANNEXURE F

RENT SCHEDULE

The Trustee Lessee will pay the Rent to the Trustee without demand in accordance with the provisions of this Rent Schedule:

Clause 1 **First Lease Year**

1.1 for the first Lease Year [redacted] **plus GST**

1.2 Time for payment: By equal instalments on the first day of November, December, January, February, March and April.

Clause 2 **Second Lease Year**

2.1 for the second Lease Year an amount calculated at the start of the second Lease Year by CPI Review.

2.2 CPI Review = $\frac{A \times B}{C}$

where: A = Annual Rent payable for the previous Lease Year
B = Index Number for the last quarter before the first day of the **Lease Year** under review
C = Index Number for the last quarter before the first day of the previous Lease Year

Index Number means the Consumer Price Index (All Groups) for the city of Brisbane as published by the Australian Bureau of Statistics. If that index is discontinued, the expression will mean an index or method of measuring increases in the cost of living agreed in writing by the Parties. If there is no agreement within a period of 14 days, it will be an index or method determined at the request of either Party by the President or Acting President of the Valuers' Institute or their nominee.

The Rent must be paid at the same rate as the previous Lease Year until calculated for the current Lease Year. The rent will then be adjusted back to the beginning of the Lease Year under review.

2.3 Time for payment: By equal instalments on the first day of November, December, January, February, March and April.

Clause 3 **Third and each subsequent Lease Year**

3.1 for the third and each subsequent Lease Year an amount equal to [redacted] of the Gross Revenue of the Trustee Lessee.

Gross Revenue means the aggregate of all receipts, revenue and income derived directly or indirectly from or in relation to the permitted use or otherwise attributable to the Pool without reserve or deduction for uncollected or uncollectable accounts (the full selling price or charge being considered to be received when a sale or hire is made or services are rendered irrespective of when payment is made) and whether the orders, no matter how communicated, are received on the Premises and executed on or from the Premises or elsewhere or are received elsewhere and executed on or from the Premises, including remuneration received or receivable from the following:

(a) Pool Entry fees, Learn to Swim classes

(b) sales of food, beverages and merchandise

(c) the charges for all other services rendered; and

(d) the receipts from all other business conducted on or from the Premises by the Trustee Lessee, a subTrustee Lessee, concessionaire, licensee or other person conducting business on or from the Premises

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and includes but is not limited to:

(a) deposits not refunded to customers;

(b) the sale price of all gift vouchers;

(c) receipts from vending and other machines;

(d) sums and credits received in settlement of claims for loss of or damage to goods and amounts received under policies of insurance or other contracts of indemnity for loss of business sales or profit;

(e) any form of incentive payments or awards from any source which are attributable to the operation of the business of the Trustee Lessee;

(f) discounts received from suppliers;

(g) site rents and occupation fees; and

but does not include:

(a) the net amount of discounts reasonably and properly allowed to customers in the usual course of business;

(b) amounts of uncollected credit accounts written off by the **Trustee Lessee**;

(c) cash or credit refunds allowed on sales that have previously been included as gross receipts if the goods sold are returned and the sales cancelled;

(d) fees for services refunded in whole or part if the fees have previously been included as gross receipts;

(e) amounts of instalments refunded to customers for cancelled lay-by transactions;

(f) taxes imposed on the purchase price or cost of hire of goods or services at the point of sale or hire;

(g) the value of goods returned to shippers, wholesalers or manufacturers;

Each sale upon lay-by, instalment or on credit will be treated as a sale for the full cash price at the date when it is made. It will not matter when the **Trustee Lessee** receives payment. Every hiring of goods to a customer will be treated as revenue from the date of hiring. The **Trustee Lessee** cannot deduct commissions or other charges paid or payable to operators of any credit card system.

3.2 Time of Payment

The Trustee Lessee must pay the Trustee the Rent within 14 days of the end of each Quarterly **Period**

3.3 Statement of Gross Revenue

3.4.1 Within 7 days of the end of each Month the Trustee Lessee must deliver to the Trustee a statutory declaration. The declaration must be signed by the Trustee Lessee (where an individual) or by a principal executive officer of the Trustee Lessee (where a corporation) declaring the Gross Revenue for the previous Month.

3.4.2 Within 90 days of the end of each Lease Year the Trustee Lessee must give the Trustee an audited statement of Gross Revenue for that year. If the Trustee Lessee assigns or sublets the Premises then, on the date of assignment or subletting, the Trustee Lessee must give the

RTI DL RELEASE - DNRM

Title Reference 14592170

Trustee the audited statement of Gross Revenue for the current Lease Year up to the date of assignment or subletting. A registered company auditor must certify the audited statement is correct.

3.4 Refund

The Trustee must refund the Trustee Lessee the amount of Rent paid that is greater than the amount actually payable under this clause. The refund must be made within 14 days of receiving the audited statement.

3.5 Audited Reports

Within 6 Months of the end of any Lease Year the Trustee may require an inspection of the Trustee Lessee's accounts and records relating to the Premises. The inspection must be carried out by a chartered accountant. The Trustee Lessee must permit the accountant to inspect and take extracts from all its books of account and records.

The Trustee Lessee must pay the cost of inspection on demand if:

(i) the Trustee Lessee does not provide the audited statement in cl. 3.4.2 by the due date; or

(ii) the accountant's report shows that the audited statement understated the amount of the Gross Revenue

Otherwise the Trustee must pay the cost.

If the Trustee Lessee has understated the Gross Revenue the amount of the deficiency must be paid by the Trustee Lessee to the Trustee on demand.

3.6 Records

The must keep at the for 2 years following each Lease Year records which show inventories and receipts of merchandise at the Premises and daily receipts from all sales and other transactions from the Premises for that Lease Year.

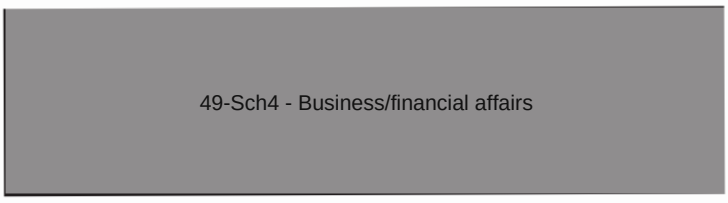
The Trustee Lessee must record at the time of sale all receipts in a cash register having a non-resettable credit control and having other features required by the Trustee.

The Trustee Lessee must issue to each customer a receipt or sales slip for each transaction. Each transaction must be recorded either on a serially numbered sales slip or cash register tape. The Trustee Lessee must keep for 2 years following each Lease Year all proper books of account and records conforming to proper accounting procedures showing the Gross Revenue from the Premises. This includes all tax returns, sales slips, sales records, sales dockets, hire purchase agreements, credit sale agreements, bank deposit records and cash register tapes all properly dated. The Trustee or its agent may at any time during normal business hours examine the Trustee Lessee's cash registers and cash register tapes and totals.

Clause 4 Rent Abatement

4.1 Rent Abatement

Notwithstanding the provisions in Clauses 1 to 3 the Trustee Lessee is only required to pay the amount that the Rent exceeds the following amounts:



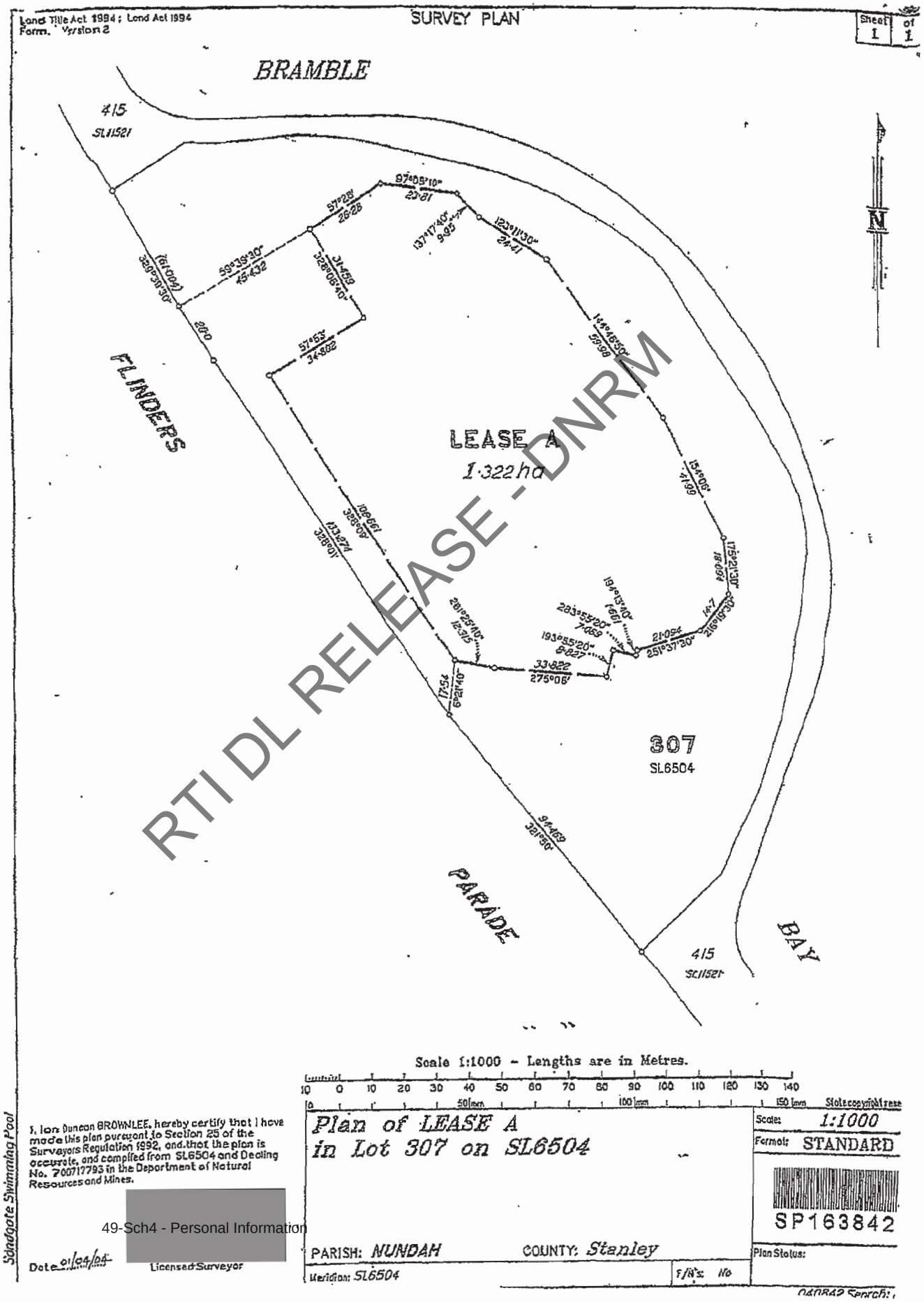
RTI DL RELEASE - DNRM

Title Reference 14592170

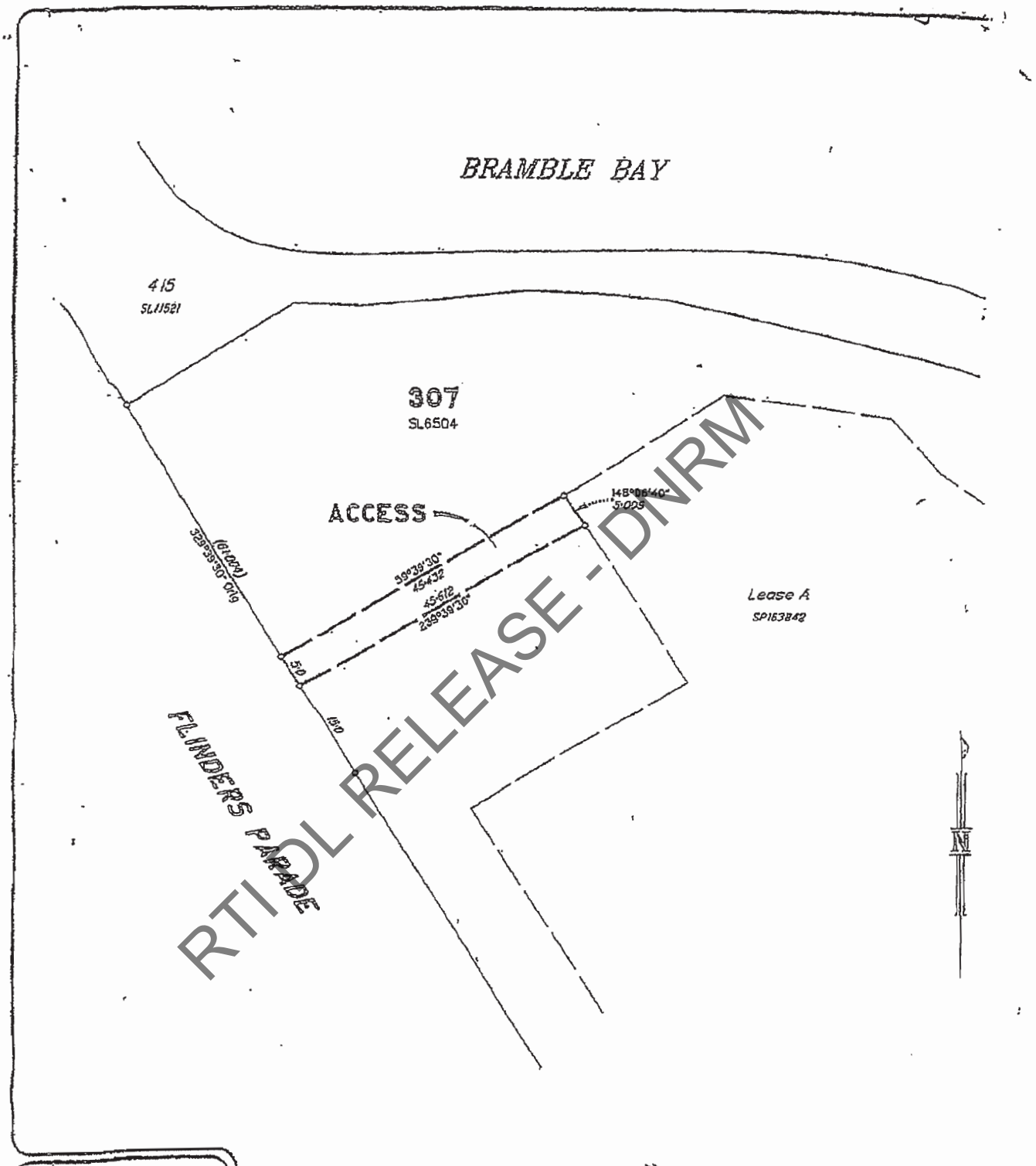
ANNEXURE G

LEASE PLAN

RTI DL RELEASE - DNRM



RTI DL RELEASE - DNRM



Scale 1: 500
Drawn: PMW 10/3/2004
Search: 2023
CAD Ref: A040842-02
Instructions: D: O'Mara
C&ED, Community Leasing

Scale 1: 500 Lengths are in Metres.

10 0 10 20 30 40 50 60 70

PLAN OF ACCESS

to Lease A on SP163842 in Lot 307 on SL6504
Original Portion 307, Parish of Nundah
, County of Stanley.

City Design
Brisbane City Council

Level 3, TC Beirne Centre
315 Brunswick St Mall,
Fortitude Valley Qld 4006

J. Dowling
Ph: (07) 3403 8488
Fax: (07) 3403 8063

Project / Plan number: 040842-02
Amend:

R

eLVAS Client Interaction Report
For Interaction id: 1051170

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Outwards) Case
Interaction method:	Letter
Interaction date:	27-Jun-2013 11:11 AM
Entered by:	Howard, Judith
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

Document Type	Title	Received/Sent
Outgoing Letter/Document	Signed In Principle Approval	27-Jun-2013

Interaction Record History

Service Centre:	Beenleigh
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Howard, Judith
Date:	27-Jun-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM

Queensland Government

Department of
Natural Resources and Mines

Author Judi Howard
File / Ref number 2013/003468
Beenleigh Office
Phone 07 3884 8047

27 June 2013

Brisbane City Council
GPO Box 1434
BRISBANE QLD 4001

Attention: Craig Silva

RTI DL RELEASE - DNRM

Dear Mr. Silva

RE: Trustee Lease over Deed of Grant in Trust for Local Government (Swimming Pool) Purposes being Lot 307 on SL6504, Australian Crawl Pty Ltd.

I refer to the above application received 20 June 2013. The trustee lease, will be allowed provided the document, duly executed is returned to **this office** for endorsement of the approval by the Delegate for the Minister administering the *Land Act 1994* subject to the following requirements first being met:

The trustee lease shall be amended as follows:

Form 7
Item 2 – Please amend the Title Reference to 14592170
Item 4 – should read 'Fee Simple in Trust'
Item 5 - Please change to "Lot A in Lot 307 on SL6504 on SP163842"
Item 6 – should be completed, the commencement can be a date after 'In Principle' approval is given
Item 7 – should be completed – see ?
Item 8 – should never be executed until in principle approval is given

Form 20 Schedule

All references to 'Landlord' and 'Tenant' should be change to 'Trustee' and 'Trustee Lessee' as provided for in the Mandatory Standard Terms Document 711932933 (MSTD)

Items already provided for in the MSTD should not be repeated in the schedule for the trustee lease such as, the grant of trustee lease, transfer, mortgage or sublease, ministers approval, if these items

Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079

are being repeated then they should be removed, they are only allowed if additional information is being provided.

When the documentation is returned to this office a Form 18 General Consent signed by the Delegate of the Minister administering the *Land Act 1994* will be provided. The Trustee Lease is to be lodged with an office of this Department capable of lodgement of documents in the Land Registry within six (6) months of the date of the General Consent.

Prescribed registration fees are payable at the time of lodgement in the Registry.

Dealing number 713894852 (trustee permit) should be removed from the title reference 14592170 prior to the lodgement of the trustee lease.

If you require any further information please contact Judi Howard on 3884 8047 or judi.howard@dnrm.qld.gov.au quoting reference 2013/003468.

Yours sincerely

49-Sch4 - Personal Information

Judi Howard
Land Administration Officer
Beenleigh Office

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eLVAS Submission Report
For Case id: 2013/003468

Submission Details

Type: Submission
Title: Submission In Principle Approval TTL
Created: 21-Jun-2013
Submitted: 21-Jun-2013 **Submitted By:** Howard, Judith

Actioning Officer's Recommendation:
An application has been received from Brisbane City Council for approval of a trustee lease over Deed of Grant in trust being Lot 307 on SL6504.

Please see the attached submission for in principle approval of trustee lease.

Optional Recommendation Document:
Submission

Documents

Component	Document Type	Title	Received/Sent
	Application	BCC Email Applic-Ministerial Consent-Trustee Lease	20-Jun-2013
	Application	Trustee Lease to Australian Crawl Pty Ltd	20-Jun-2013
	Application	Application form Part A	20-Jun-2013
	Application	Application Form Part B	20-Jun-2013
	Land Registry Forms	Form 7 Trustee Lease Page 1 - 33	20-Jun-2013
	Land Registry Forms	Form 7 Trustee Lease Page 34 - 66	20-Jun-2013
	Internal Document/Report	Current Title 14592170 (307 SL6504)	21-Jun-2013
	Internal Document/Report	SLAM_LARIE Spatial Layers for 307 SL6504	21-Jun-2013
	Internal Document/Report	SmartMap for 307 SL6504	21-Jun-2013
	Native Title Documentation	Deed of Grant 14592170	21-Jun-2013
	Native Title Documentation	SL6504	21-Jun-2013
	Native Title Documentation	Specific Parcel Report	21-Jun-2013
	Native Title Documentation	7.1 Native Title	21-Jun-2013

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	Internal Document/Report	Assessment Draft In Principle Approval	21-Jun-2013
	Word Submission	Submission	21-Jun-2013

Case issues

No case issues

Case notes

No case notes

Applications

Application Id	Application Type	Status	Primary
1	New Trustee Lease	Approved by MD	Y

Decision: Approved by MD **Decision Date:** 27-Jun-2013

Basis for Decision:
Section 57 (1)Land Act 1994

Additional Comments:
None

Declaration:
I have considered the relevant legislation, policies and work instructions and have made my decision

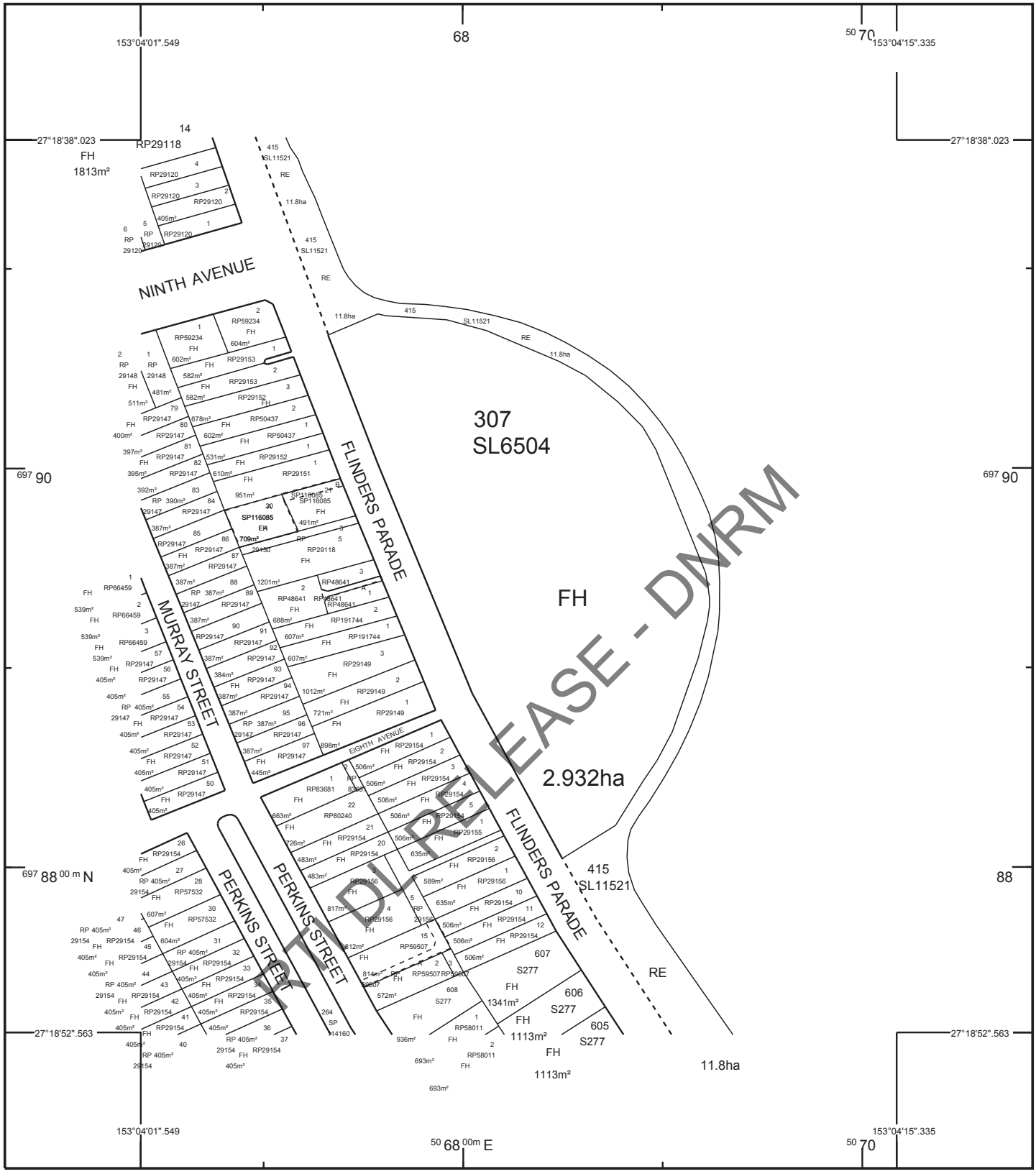
Robson, Rebecca
Senior Land Officer
A duly authorised delegate of the Minister
under the current Land Act (Ministerial) Delegation

No Actions

Additional comments

None

RTI DL RELEASE - DNRM



STANDARD MAP NUMBER
9543-34244

0 54 109 163 218 272 m

HORIZONTAL DATUM:GDA94 ZONE:56 SCALE 1 : 2725

MAP WINDOW POSITION & NEAREST LOCATION

153°04'08".442
27°18'45".293
SANDGATE
0.47 KM

SUBJECT PARCEL DESCRIPTION

DCDB

Lot/Plan	307/SL6504
Area/Volume	2.932ha
Tenure	FREEHOLD
Local Government	BRISBANE CITY
Locality	SANDGATE
Parish	NUNDAH
County	STANLEY
Segment/Parcel	26061/84

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 21/06/2013

DCDB 20/06/2013

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For further information on SmartMap products visit http://nrw.qld.gov.au/property/mapping/blinmap

SmartMap
An External Product of SmartMap Information Services

Based upon an extraction from the Digital Cadastral Data Base

Queensland Government

(c) The State of Queensland, (Department of Natural Resources and Mines) 2013.

GDA

RTI- 14-224

File A

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SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

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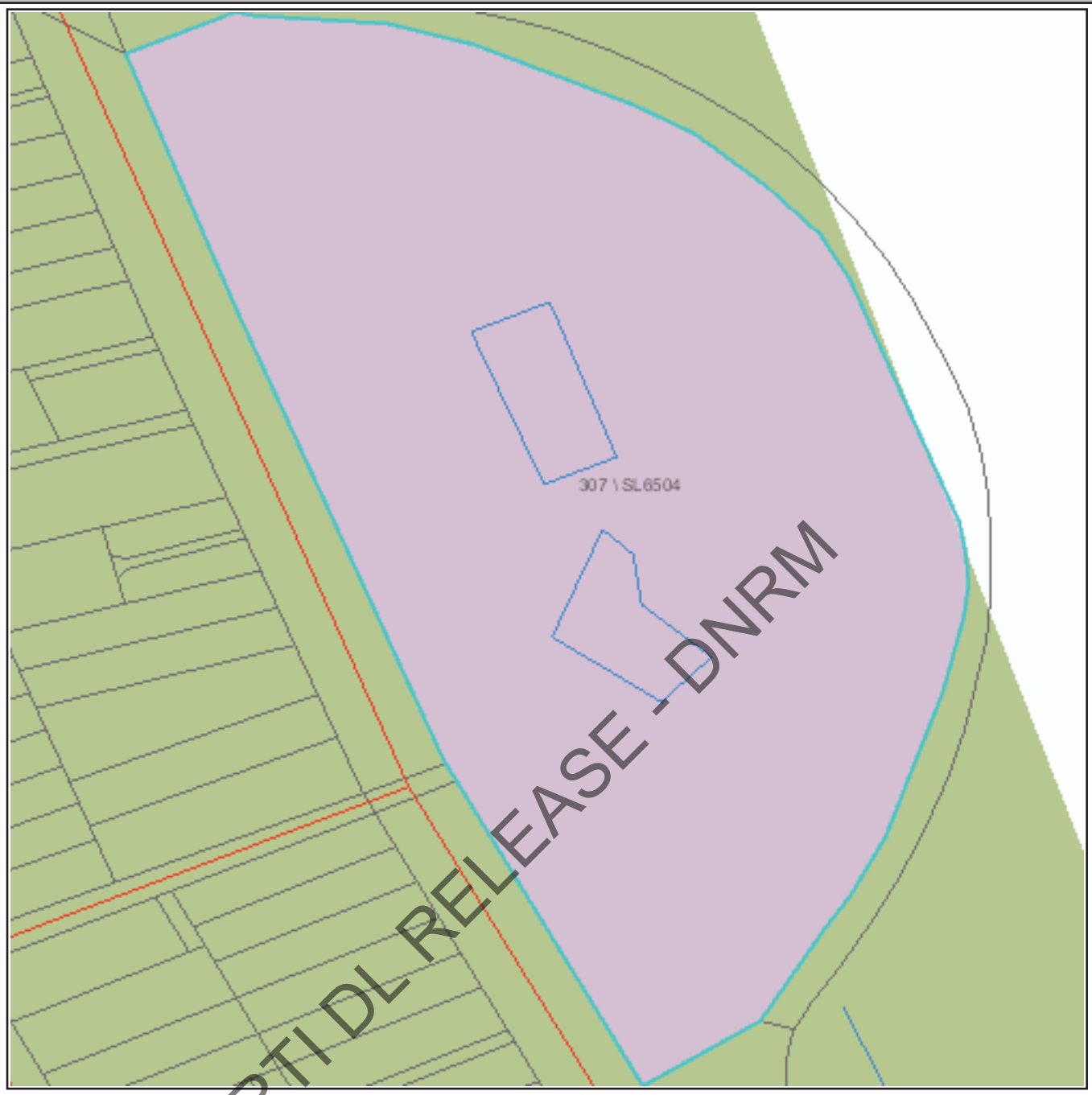
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	@Ä(#4E23ÃH3Ã9#!EÃ%#I&3%3Ã#JCKÃ	?2	
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RTI DL RELEASE - DNRM

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	"3%3ĀWDA9Ā#45%66A6G#"HMĀOĀ#="4!>	QĀ&	
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Stock Routes	"32HVE283Ā	?2	
ULDA	(ĀH5%EĀ9#SEN%6#Ä%69#(ĀZĀ52KOĀ63#!EĀ%&#=SÄ(!>	?2	
Vegetation	FAGM# %58Ā#<ĀGE2B3M	?2	
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	(E%A6%GĀ#*;T	QĀ&	
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	D%3ĀE#<Ā&28EHĀ#45%66A6G#!EĀ%	QĀ&	
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MAP



RTI DL RELEASE - DNRM

SLAM LARIE INTERSECTION REPORT - INTERNAL MAP

Map Printed: *,.+0.*+,-

Author: <%C#4%5OĀE

"H%5Ā#,)*+:,

- QLD Railways
- Drainage 100K
- Cadastre

Roads (Major)

- Dual Carriageway
- Principal Road

Roads (Minor)

- Secondary Road
- Minor Road
- Track

N

Queensland Government

NON STANDARD MAP

All datasets are updated as they become available to provide the most current information as of the date shown on this map.

Disclaimer:

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Produced by: The Department of Environment and Resource Management

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

Cadastral data provided with the permission of the Department of Environment and Resource Management.

Property boundaries shown on this map are provided as a locational aid only.
DCDB boundaries do not represent legal cadastral boundaries

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R

INTERNAL CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 21/06/2013 11:01 Title Reference: 14592170
Date Created: 01/07/1971

REGISTERED OWNER

BRISBANE CITY COUNCIL DEED OF GRANT IN TRUST
FOR LOCAL GOVERNMENT (SWIMMING POOL) PURPOSES AND FOR NO
OTHER PURPOSE WHATSOEVER

ESTATE AND LAND

Estate in Fee Simple

LOT 307 CROWN PLAN SL6504
County of STANLEY Parish of NUNDAH
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 14592170 (POR 307)

2. TRUSTEE PERMIT No 713894852 08/06/2011 at 10:33
AUSTRALIAN CRAWL PTY LTD A.C.N. 094 473 104
OF LEASE A ON SP163842
TERM: 01/09/2010 TO 31/08/2011 OPTION NIL
Lodged at 10:33 on 08/06/2011 Recorded at 15:17 on 16/06/2011

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
711918547	RT NOTING LAND TITLE ACT 1994	12/09/2008 11:55	CUR	BE-RECV -00

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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eLVAS Client Interaction Report
For Interaction id: 1049588

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Outwards) Case
Interaction method:	Email
Interaction date:	21-Jun-2013 11:00 AM
Entered by:	Palmer, Ray
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

Document Type	Title	Received/Sent
Outgoing email	Acknowledgement of Application	21-Jun-2013

Interaction Record History

Service Centre:	Brisbane
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Palmer, Ray
Date:	21-Jun-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM

Department of Natural Resources and Mines

SLAM – Trustee leasing Submission and checklist

For use with Trustee Lease applications including the Department's Standard Terms Document 711932933

eLVAS case ID:	***2013/003468***				
Title Search Information					
Lot & Plan Details:	***Lot 307 on SL6504***	Res #:	***Deed of Grant in Trust***	Title Ref:	***14592170***
County:	***Stanley***	Parish:	***Nundah***	Trust Land Area:	***2.932 ha***
Trustee Name:	***Brisbane City Council***			Purpose:	***Local Government (swimming pool)***
Encumbrances:	***713894852 – trustee permit - expired***				
Mortgage:	***nil***				
Easements:	***nil***				
Proposed Trustee Lessee details					
Trustee Lessee:	***Australian Crawl Pty Ltd A.C.N. 094 473 104***				
Proposed Area:	***Lease A in Lot 307 SL6504 on SP163842***		Term Dates (from/to):		
Proposed Purpose:	***Private Residence, Public swimming pool and baths including lap swimming facility as required by the Manager and such other lawful use or uses first approved by the Manager***				

Preliminary Checks

Existing Trustee Lease and Previous Consent

Check eLVAS, case files, and tenure files for previous consents

Has Previous consent been given for a Trustee Lease?	Yes ☐	No ☐
Provide Details:		
Are there existing Trustee Leases on title?	Yes ☐	No ☑
Provide Details:		
Does the current application fall over an area already subject to a lease?	Yes ☐	No ☐

Make sure this application does not conflict with any current or previous applications

Comments: ***Approval for Trustee Permit on 2006/013670, 2007/007030, 2008/008185, 2009/008337***

Land Management Plan

Is there an existing *approved* Land Management Plan for the Reserve?

If **NO** – then has a *draft* Land Management Plan for the Reserve being submitted?	Yes ☐	No ☑

If No – then an acknowledge receipt of the draft lease and explain that a management plan will need to be submitted for consideration and approval by the department prior to consideration being given to the proposed leasing arrangement

If **Yes** – does it cater for the proposed trustee lease uses allowed under the lease?	Yes ☐	No ☐

If YES, then it is OK to proceed. If NO – write to the trustee and explain that the existing management plan does not accommodate the proposed new leasing arrangements and that the trustee will need to submit an updated management plan for consideration and approval by the department prior to consideration being given to the proposed leasing arrangement.

Comments: ***No LMP required as no change or minimal change to an existing use consistent with the trust land***

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Native Title			
Check eLVAS, case files, and tenure files for any approved native title assessments under the current procedures and upload to the case.			
Native Title has been addressed under Module ***BA & BB*** of the Current Native Title Work Procedures			
Was Notification Required?		Yes ☐	No ☑
If YES, have comments been received and considered?		Yes ☐	No ☐
Is the In-Principle Approval subject to the inclusion of a clause for the non-extinguishment principle & and an intimation from the trustee & lessee in that regard?		Yes ☐	No ☑
"This lease is entered into in accordance with the provisions of section 24JA of the Native Title Act 1993 (Cth). In accordance with section 24JA of the Native Title Act 1993 (Cth), the non-extinguishment principle applies."			
Is the trust land under a DOGIT?		Yes ☑	No ☐
Note: for DOGITs, State view is that the grant of a DOGIT is under Module ?? past act and the DOGIT council can validly develop a DOGIT without the grant.			
Comments:			

Aboriginal Land Act 1991 &/or Torres Strait Island Land Act 1991			
Is the Land transferable and/or claimable under either of these acts?		Yes ☐	No ☑
If YES – Has ministerial approval been obtained to create an interest in the land under section 131 of the *Aboriginal Land Act 1991* or *Torres Strait Islander Land Act 1991*?		Yes ☐	No ☑
Note: Obtain evidence from the trustees of the Land stating they have consulted with the people particularly concerned with the land and what the benefit will be (eg: provision of….service) to the community. A copy of this advice and the plan needs to be supplied with the request for s.128 or s131 approval. The request is to be made by way of a General Briefing note to the minister in consultation with ATSILAB			
Comments:			

Application Checks - Form 7			
Item 1 Lessor:	Are the complete and correct name of the lessor is shown (as per title reference)?	Yes ☑	No ☐
Item 2 Description etc:	Does the description of the Lot and Plan match the title search? *Check all details are correct: (parish, county, title reference)*	Yes ☑	No ☐
Item 3 Lessee:	Is the relevant lessee name(s) shown?	Yes ☑	No ☐
Item 4 Interest being leased:	Does the interest being leased show only the words "*Reserve*" or "*Fee Simple in Trust*"?	Yes ☐	No ☑
Item 5 Description of Premises:	Has the description being adequately addressed? *Can be illustrated by an area hatched on a drawing and annexed to the lease, or it may be described by full or complete survey. Must show the words: "Whole of the Lot/Land" or "Part of Land as hatched in *black* on Plan herein".*	Yes ☐	No ☑
Item 6 Term of Lease:	Is the Commencement date as close as possible to the final delegated approval date AND finish BEFORE the end of the lease? *For transferable/claimable land the commencement date must not be prior to the Ministers Approval date under the ALA '91 or TSILA '91. The In Principle approval must ask client to nominate commencement date.*	Yes ☐	No ☑
Item 7 Rental Consideration:	Has the rental consideration been filed out? *If the rent is stated in the schedule of clauses, then the amount may be shown as "See Schedule" here.*	Yes ☐	No ☑
Item 8 Execution:	Has the form been executed? *The form should not have been executed at this stage as the Department may require amendments for Form 7 or 20. In-principle approval will require that a fresh Form 7 is completed and executed once the relevant changes have been made to the entire document.*	Yes ☑	No ☐
Comments: ***Item 4 should read Fee Simple in Trust, Item 5 should be Lease A in Lot 307 on SL6504 on SP163842, Item 6 & 7 should be completed, Item 8 should not be completed until in principle approval has been given***			

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Application Checks - Form 20 & Schedule		
Preamble, Definitions & Terminology		
Does the schedule include a preamble?	Yes ☐	No ☑
*If **YES**, the request in the In-principle approval to remove as this is no longer required in accordance with departmental Policy*		
Are there any definitions in the document provided which are already stated in the **MSTD 711932933**?	Yes ☐	No ☑
Definitions include: The Act; Approval; Business Day; Commencement Date; Form 7; Improvements; Mandatory Standard Terms Document; Minister; Parties; Premises; Rent; Term; Trust Land; Trustee; Trustee Lease; or Trustee Lessee.		
If **YES**, then the In-principle approval will address items saying: "Please remove as this is provided for in the Mandatory Standard terms document 711932933 Clause 2.1 (?)		
Have the terms **"Trustee"** and **"Trustee Lessee"** being used through the entire document?	Yes ☐	No ☑
Ensure that you review the entire document for consistency.		
If **NO**, then the In-principle approval will require the term(s) ***Landlord and Tenant*** to be deleted and replaced with the terms "Trustee" and "Trustee Lessee" as provided for in the MSTD 711932933		
Do the definitions of a **Trustee Sublessee** also provide for there transferees etc?	Yes ☐	No ☐
These interests are transferable under the LA 1994. If not then it will be a requirement of the in-principle approval.		
Term of Lease/Commencement Date		
The Trustee Lease is for a term of ***20*** years.		
Note: the Trustee Lease must not be for more that 30 years or 20 years if the lease if for sporting clubs or charitable purposes. Refer to Policy PUX/901/209		
The term matches the comments from Item 6 of the Form 7	Yes ☐	No ☑
Comments: ***Commencement and expiry date not provided***		

Permitted Use		
Is the described Use of Premises consistent with the purpose of the reserve?	Yes ☑	No ☐
If Yes then Section .59 (1) of the LA '94 will apply		
Use of Premises: ***Private Residence, Public swimming pool and baths including lap swimming facility as required by the Manager and such other lawful use or uses first approved by the Manager***		
If **NO**, then under Section 59(2) of the Land Act 1994 and Policy PUX/901/209 will the inconsistent purpose be allowed?	Yes ☐	No ☐
Policy PUX/901/209 is very prescriptive on leasing purposes that will be allowed when inconsistent with the purpose of the trust land. In the event that a trustee leasing arrangement is approved under S.59(2), ensure that clause exists requiring that all future improvements built or placed by the lessee on the premises, are first approved by the Minister, as required under Section 59(2)(b).		
Give Reasons:		
Comments:		

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Mandatory Standard Terms Document 711932933 Clauses		
Is there a clause in the schedule that provides for:		
A Superseded Acts Et Cetera?	Yes ☐	No ☑
Ministers Approval?	Yes ☑	No ☐
The Grant of Trustee Lease?	Yes ☑	No ☐
Use & Development, Access & Services?	Yes ☐	No ☑
Declared Pest Plant & Animals?	Yes ☐	No ☑
Clearing of Vegetation?	Yes ☐	No ☑
Environment Protection & Duty of Care?	Yes ☐	No ☑
Liquor or Gaming & Other Licence?	Yes ☐	No ☑
Transfer, Mortgage or Sublease?	Yes ☑	No ☐
Holding Over & Other Dealings?	Yes ☐	No ☑
Minister & State not Bound?	Yes ☐	No ☑
Insurance?	Yes ☐	No ☑
Release & Indemnity?	Yes ☐	No ☑
Power of Attorney?	Yes ☐	No ☑
Surrender?	Yes ☐	No ☑
Trustee Lessee's Obligations at the end of this Trustee Lease?	Yes ☐	No ☑
Cancellation of Trustee Lease?	Yes ☐	No ☑
Revocation of Dedication of Whole or Part of Reserve or Cancellation of a Deed Of Grant In Trust?	Yes ☐	No ☑
*If **YES**: request they be removed as these are provided for in the Mandatory Standard Terms Document 711932933, Clause XX. If the schedule provides for additional information NOT listed in the MTSD, then request they remove only what has already been covered.*		
Note: MSTD for trustee leasing does not apply to subleasing of a Trustee Lease. Some clauses/definitions of the MSTD for trustee leasing can be adapted to subleasing over a trustee lease eg: Indemnity, Public Liability clauses etc.		
Comments:		
Does the schedule provide for any of the following additional clauses:		
Circumstances under which the trustee/lessee may exclude the public from the premises/charge admission etc *Eg: Sporting fixtures, Reserves for Community Purpose*?	Yes ☐	No ☑
Restrictions on frequency/duration of lawful activities *Eg: noise levels, night lighting*?	Yes ☐	No ☑
Trustee reserving the right to make the demised land available free of charge for school sporting activities or charitable/community groups on special occasions?	Yes ☐	No ☑
Car Parking on lease land requirements/restrictions?	Yes ☐	No ☑
Fencing requirements/restrictions/gates to allow free and unrestricted pedestrian access when leased land is not used in daylight hours?	Yes ☐	No ☑
NOTE: ensure that the wording of clauses providing for such activities/restrictions do not infer a greater exclusive right of use to the lessee and that fencing is limited as per Section 5(f) of the Land Regulation Act 1995.		
Comments:		

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Plan Requirement Checks

Is there a Plan/Sketch attached to the lease?	Yes ☑	No ☐
If NO, then it will be a requirement of the In-Principle approval that a plan/sketch or description be annexed to the lease. Where the Trustee Lease is over the whole reserve, no plan needs to be attached.		
Is the Plan/Sketch: Drawn at a suitable metric scale?	Yes ☑	No ☐
Show a north Point?	Yes ☑	No ☐
Show Bearings and Distances in Metres?	Yes ☑	No ☐
Show the area of the Lease and each area has a unique identifier (eg: "A" or "B")?	Yes ☑	No ☐
Show the Reference and Description of the Lot?	Yes ☑	No ☐
Show all existing leases?	Yes ☑	No ☐
NOTE: For reserves, the standard of the sketch will be determined by the chief executive's delegate (s.57(5) & (6) of LA. The trustee of the reserve may also advise that it requires a complied plan and/or survey at a minimum for certain reasons. This does not need to be a consideration of approval. For DOGIT's, a full survey is required.		
Comments: ***copy of SP163842 supplied***		

Additional Information Checks

Are there any interested party views required?	Yes ☐	No ☑
Has the approval/consent to the proposed lease been given by the Mortgagee?	Yes ☐	No ☑
If NO, then it will be a requirement of the In-Principle Approval that Form 18 Consent be executed by the Mortgagee.		
Has the approval/consent of the Grantee of any affected Easements been obtained?	Yes ☐	No ☑
If NO, then it will be a requirement of the In-Principle Approval that Form 18 Consent be executed by the Grantee of the affected easement.		
Is a Certificate of Incorporation required to be lodged with the Trustee Lease/Permit?	Yes ☐	No ☑
Comments:		

Endorsement

Please select ONE option and delete the rest:

In terms of Section ***57*** of the *Land Act 1994*, approval is sought to advise ***Brisbane City Council*** that a Trustee Lease as proposed will be allowed, subject to the requirements as set out in the attached draft letter of In-Principle Approval.

Judi Howard ***21/6/2013***
Land Administration Officer
Beenleigh

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Final Check and Endorsement of Trustee Lease		
To be used when the requirements of the In-Principle Approval have been met.		
Amendments/Requirements as set out in the letter of In-Principle Approval have been made?	Yes ☐	No ☐
Land Management Plan has been lodged and approved	Yes ☐	No ☐
Form 7 has been duly executed by the Trustee and Trustee Lessee?	Yes ☐	No ☐
Form 7 has been duly stamped by the Office of State Revenue?	Yes ☐	No ☐
Commencement date of the lease:		
Comments:		

Endorsement:
In terms of Section of the *Land Act 1994*, approval is sought to advise that a Trustee Lease as proposed has been accepted. Please find attached the following documents for your consideration:
☐ Fully Executed Form 7 Lease/Sublease document
☐ Form 20 & Schedule
☐ Compiled Survey/Sketch (If applicable)
☐ Draft Cover Letter of Approval of Trustee Lease
[Name] ***[Date]*** ***[Position]*** ***[Office]***

END DOCUMENT

RTI DL RELEASE - DNRM

Queensland Government

Department of
Natural Resources and Mines

Author Judi Howard
File / Ref number 2013/003468
Beenleigh Office
Phone 07 3884 8047

21 June 2013

Brisbane City Council
GPO Box 1434
BRISBANE QLD 4001

Attention: Craig Silva

Dear Mr. Silva

RE: Trustee Lease over Deed of Grant in Trust for Local Government (Swimming Pool) Purposes being Lot 307 on SL6504, Australian Crawl Pty Ltd.

I refer to the above application received 20 June 2013. The trustee lease, will be allowed provided the document, duly executed is returned to **this office** for endorsement of the approval by the Delegate for the Minister administering the *Land Act 1994* subject to the following requirements first being met:

The trustee lease shall be amended as follows:

Form 7
Item 4 – should read 'Fee Simple in Trust'
Item 5 - Please change to "Lot A in Lot 307 on SL6504 on SP163842"
Item 6 – should be completed, the commencement can be a date after 'In Principle' approval is given
Item 7 – should be completed – see ?
Item 8 – should never be executed until in principle approval is given

Form 20 Schedule

All references to 'Landlord' and 'Tenant' should be change to 'Trustee' and 'Trustee Lessee' as provided for in the Mandatory Standard Terms Document 711932933 (MSTD)

Items already provided for in the MSTD should not be repeated in the schedule for the trustee lease such as, the grant of trustee lease, transfer, mortgage or sublease, ministers approval, if these items are being repeated then they should be removed, they are only allowed if additional information is being provided.

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Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079

R

When the documentation is returned to this office a Form 18 General Consent signed by the Delegate of the Minister administering the *Land Act 1994* will be provided. The Trustee Lease is to be lodged with an office of this Department capable of lodgement of documents in the Land Registry within six (6) months of the date of the General Consent.

Prescribed registration fees are payable at the time of lodgement in the Registry.

Dealing number 713894852 (trustee permit) should be removed from the title reference 14592170 prior to the lodgement of the trustee lease.

If you require any further information please contact Judi Howard on 3884 8047 or judi.howard@dnrm.qld.gov.au quoting reference 2013/003468.

Yours sincerely

Judi Howard
Land Administration Officer
Beenleigh Office

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Annexure 7.1

Native Title Assessment Form

This annexure provides a template Native Title Assessment Form to record your native title assessment for a proposed dealing.

To help you complete this Native Title Assessment Form, some of the Modules (eg. Module BA) contain example extracts of this form.

If you have any queries in relation to using this form, please contact your NTCO. If your NTCO is unsure how to proceed, Indigenous Services should be contacted for advice.

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Remember to –

- record your tenure and use findings as **research items** in the research layer in QNTIME; and

Native Title Assessment Form

Information about this Form –

1. This form is mainly based upon the *Path through Native Title Assessment*.
2. To correctly complete this form, you will need to have read the relevant Modules of the Procedures.
3. Complete each part of the **Assessment Section** until you reach a **Go to Reason for Decision**, and then complete the **Decision Section** at the end of this form.
4. Where there is a check box, make your selection by clicking on the box. Insert all relevant information in the appropriate table field.
5. Where a Module only applies to part of your proposed dealing area, ensure you have ticked the "Part of the proposed dealing area" box. Proceed through the form for the balance of your proposed dealing area. In this instance, a diagram should be attached to identify and to distinguish between the different areas.



Please ensure this assessment is still correct at the time you do the dealing.

Assessment Section

Module AA. Proposed Dealing

Trustee Lease

Proposed Dealing Area

Lot(s)/Plan(s): Lease A in Lot 307 on SL6504

Parish: Nundah **County:** Stanley

Current Status: Deed of Grant in Trust

Locality Description: 231 Flinders Parade, Sandgate Qld 4017

Attached Plan/Map: SL6504

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Module AB. Is this a dealing that can proceed without further reference to native title?

☐ **Yes**

- ☐ Dealing is within a QNTIME conclusion boundary [C/]. Go to Module BB (if conclusion based on Module BA).
- ☐ Dealing is not a future act, ie. it is listed in Part 2
- ☐ Activities done in accordance with a valid lease, licence, permit or authority
- ☐ Emergency action

Go to **Reason for Decision**

☑ **No**

Module AC. Is there a registered ILUA that covers the proposed dealing?

☐ **Yes** – Go to **Reason for Decision** ☐ Part of the proposed dealing area

☑ **No**

Module AD. Is there a determination of native title that covers the proposed dealing area?

☐ **Yes** – Go to **Reason for Decision** ☐ Part of the proposed dealing area

☑ **No**

IF YES, does the determination state that native title does **not** exist over the proposed dealing area?

☐ **Yes** – Go to **Reason for Decision**

☐ **No** - Go to **Modules F to N** section of this Form as native title exists over the proposed dealing area unless subsequently extinguished by a later act.

Module BA. Is there or has there been a valid grant or vesting of exclusive possession over the proposed dealing area?

☑ **Yes** – Go to **Module BB** ☐ Part of the proposed dealing area

☐ **No** – Go to **Module CA**

Module BB. Can the extinguishing effect of the PEPA / QNTIME Conclusion be relied upon?

☑ **Yes** – Go to **Reason for Decision**

☐ **No**

Module CA. Is there or has there been a valid public work over the proposed dealing area?

☐ **Yes** – Go to **Reason for Decision** ☐ Part of the proposed dealing area

☐ **No**

Module CB. Is there or has there been an area dedicated or declared as road over the proposed dealing area?

☐ **Yes** ☐ Part of the proposed dealing area

☐ **No**

IF YES, can the dedication/declaration be relied upon to carry out the proposed dealing?

☐ **Yes** – Go to **Reason for Decision**

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☐ **No**

Module D. Is the area subject to other works that were done under the authority of the Crown, ie. (private works)?

☐ **Yes** ☐ Part of the proposed dealing area

☐ **No**

IF YES, can I proceed with my dealing on the basis of the works?

☐ **Yes** – Go to **Reason for Decision**

☐ **No**

Module E. Information Module ONLY regarding past and intermediate period acts

Proceed to Modules F to N.

Modules F to N. Do the future act sections apply to your proposed dealing?

☐ **Yes** ☐ Part of the proposed dealing area

Which future act provision and Module applies

Section/s: Modules:

Go to **Reason for Decision**

☐ **No** Your only options now are –

- an ILUA (Module Q); or
- a non-claimant application (Module R).

Can a non-claimant application be made?

☐ **Yes**

☐ **No** – Your only option is an ILUA.

Go to **Reason for Decision**

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Decision Section

Reason for Decision

Reasons

Module BA – The Tenure History revealed a previous grant of exclusive possession, which covers the subject area. The current title indicates that Lot 307 on SL6504 is covered by Deed of Grant in Trust (Por. 307) Title Reference 14592170, granted to Brisbane City Council and its Successors for Local Government (Swimming Pool) Purposes on the 17 June 1971 and is evident by Crown Plan SL6504.

Module BB - The extinguishing effect of the PEPA can be relied upon. Under Module BA, there has been a valid grant or vesting of exclusive possession over the proposed dealing area. The interest was granted before 23 December 1996; therefore the extinguishing effect of the Deed of Grant in Trust can be relied upon

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Native Title Parties & Procedural Rights (if relevant)

Types of native title parties	Names of native title parties	Procedural rights to be provided to the native title parties
Registered Native Title Body Corporate		
Registered Native Title Claimants		
Native Title Representative Body		

☐ Proceed (first providing any relevant procedural rights)

☐ Send to NTCO

☐ Send to Indigenous Services through NTCO

Name, title and signature of officer making this assessment –

Name: Judi Howard

Title: Land Administration Officer

Department/Agency: Department of Natural Resources and Mines

Signature:

Date:

Don't forget to:

1) Enter your research into QNTIME.

   RB / ____

   RI / _____

2) Request a conclusion be published where you found a PEPA.

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Specific Parcel Report

Lot: 307 on Plan: SL6504
Parcel: on Segment:

DCDB:

Tenure: **FH**
Description: **FREEHOLD**

CISP:

Previous Plan Details:

Plan	Registered	Description
SP163842	10/11/2004	LEASE A IN LOT 307 ON PLAN SL6504
SL6504	17/05/1971	POR.307

ATS:

Title Reference: **14592170**
Registered Owner: BRISBANE CITY COUNCIL
Tenure Reference:
Original Deed of Grant: 1. **14592170 (POR 307)**
Lease Purpose:
Reserve Purpose:
Area:
Lease Conditions:
Commencement Date:
Trustees:
Interests: TRUSTEE PERMIT 713894852 08/06/2011 10:33:48
Previous Title References:

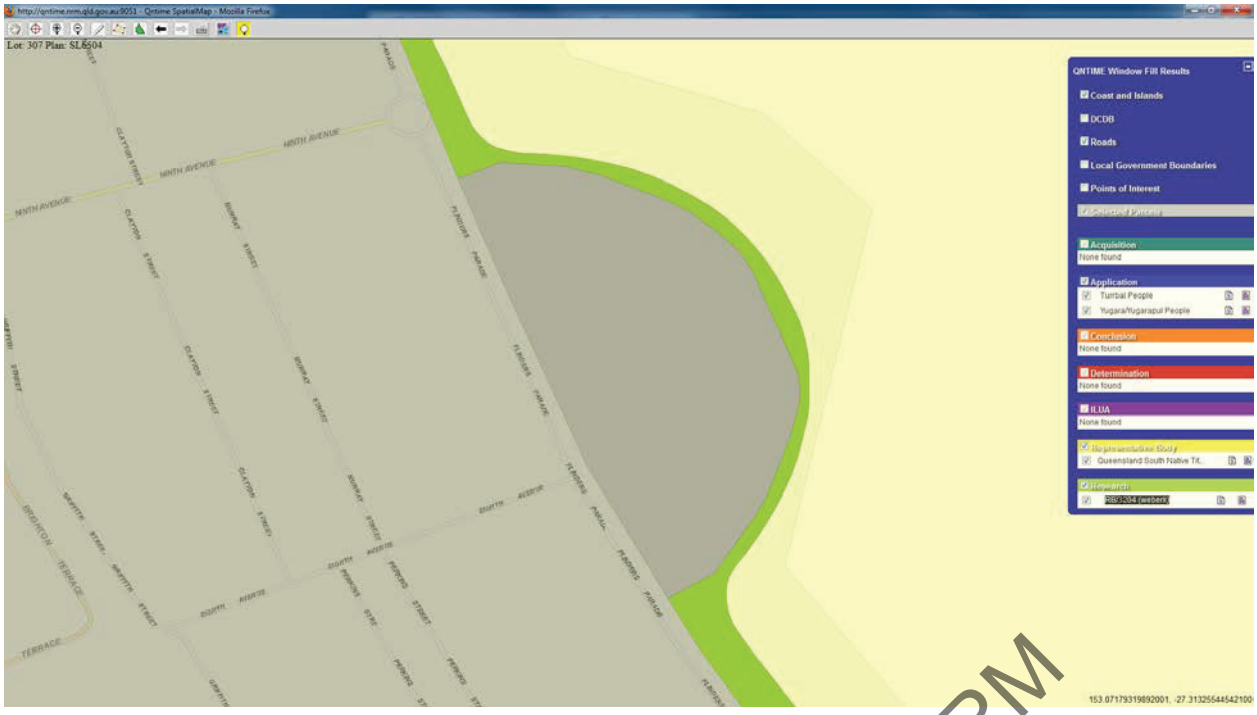
QVAS:

Registered Owner: BRISBANE CITY COUNCIL
Address: **231 FLINDERS PDE, SANDGATE QLD 4017**
Primary Land Use Code: **PARKS, GARDENS(57)**
Secondary Land Use Code: **LOCAL AUTHORITY (SECONDARY USE ONLY)(59)**

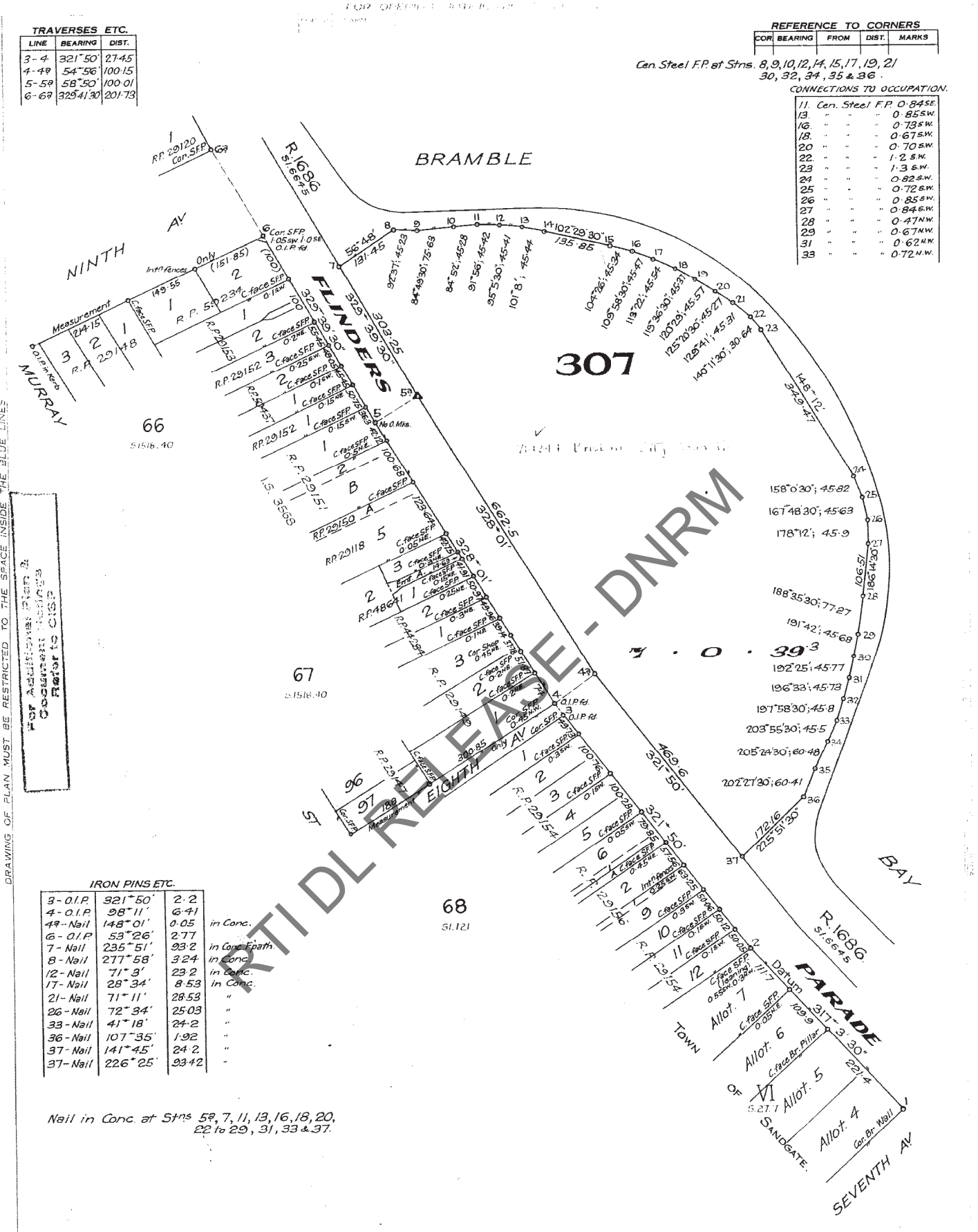
TAS:

No TAS data found.

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AUTHORITY	INSTRUCTIONS	DRAWN	EXAMINED	CHECKED	PASSED	CHARTED
Res 9280	Private		RLG. 25.5.71	JDC. 25.5.71	MMS 4.6.71	TWK. 4.6.71

ADJUSTMENTS

AUTHORITY	POR.	PREV. AREA	DRAWN	EXAMINED	CHECKED	PASSED	CHARTED

MERIDIAN OBSERVATIONS

STN.	VARIATION OBS.	VARIATION C.A.M.
5a	9°41'2"	8°58'47"

Add 42' for C.A.M.

SURVEY PLAN

SCALE 1½ CHNS. TO AN INCH

SURVEYED BY	DATE	FIELD NOTES
N.D. Sherrington A/S.	22·4·71	4480 Plg LSS 17.5.71

Portion 307
PARISH OF NUNDAH
County of Stanley
L.A. District of Brisbane
SL 6504

CROWN COPYRIGHT RESERVED

71.1344

[Form 2]

QUEENSLAND

VOL: 4592 FOLIO: 170

14592170

Deed of Grant of Land

"The Land Acts, 1962 to 1971"

~~Acquired by~~

Elizabeth the Second, by the Grace of God, of the United Kingdom, Australia, and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith:

To all to whom these Presents shall come, Greeting:

KNOW YE, that for the purpose hereinafter mentioned, We, of Our special Grace, with the advice of the Executive Council of Our State of Queensland, by virtue of Section 334 of "The Land Acts, 1962 to 1971" (hereinafter referred to as "the said Acts"), have Granted, and for Us, Our Heirs and Successors, do hereby Grant unto BRISBANE CITY COUNCIL

subject to the Trusts, Conditions, Reservations, and Provisoes hereinafter contained, All that Parcel of Land in Our said State, containing by admeasurement SEVEN ACRES AND THIRTY-NINE AND THREE-TENTHS PERCHES

be the same more or less, situated in the County of STANLEY Parish of NUNDAH PORTION THREE HUNDRED AND SEVEN

as delineated on plan of Survey catalogue No. S1.6504 deposited in the Survey Office and as shown edged red on diagram hereon with all the Rights and Appurtenances whatsoever thereto belonging

To Hold unto the said BRISBANE CITY COUNCIL and its Successors for ever, Yielding and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent of One Peppercorn for ever, if demanded, Upon Trust for Local Government (Swimming Pool) purposes

and for no other purpose whatsoever, But Subject Nevertheless to the several Conditions and Reservations contained in and declared by "The Land Acts, 1962 to 1971", "The Mining on Private Land Acts, 1909 to 1965" and "The Petroleum Acts, 1923 to 1967": AND WE do hereby reserve unto Us, Our Heirs and Successors, all Gold and Minerals (the term "Minerals" to have the same meaning as in "The Mining on Private Land Acts, 1909 to 1965"), on and below the surface of the said Land, and all Mines of Gold and Minerals, on and below the surface of the said Land: AND WE do hereby also reserve unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf, the free right and privilege of access, including ingress, egress, and regress, into, upon, over, and out of the said Land, for the purpose of searching for or working Gold and Minerals, or any of them, or Mines of Gold and Minerals, or any part of them, in any part of the said Land: AND WE do hereby also reserve unto Us, Our Heirs and Successors, all Petroleum (the term "Petroleum" to have the same meaning as in "The Petroleum Acts, 1923 to 1967"), on or below the surface of the said Land: And also all rights of access for the purpose of searching for, and for the operations of obtaining Petroleum in any part of the said Land: And also all rights of way for access and for pipe lines and other purposes requisite for obtaining and conveying Petroleum in the event of Petroleum being obtained in any part of the said Land: AND WE do also further reserve unto Us, Our Heirs and Successors, all Helium found in association with Petroleum in any part of the said Land: Provided always, that if the Trusts, Conditions, Reservations, and Provisoes herein contained be not duly observed and performed by the said BRISBANE CITY COUNCIL and its successors as Trustees

then the said Land shall revert unto Us, Our Heirs and Successors, and these Presents and every matter and thing herein contained, shall cease and determine and become absolutely void to all intents and purposes: And it shall be lawful for Us, Our Heirs and Successors, by some person authorised by the Governor for the time being of Our said State, with the advice aforesaid, to re-enter and take possession of the said Land, or any part thereof, and all occupiers thereof therefrom wholly to remove.

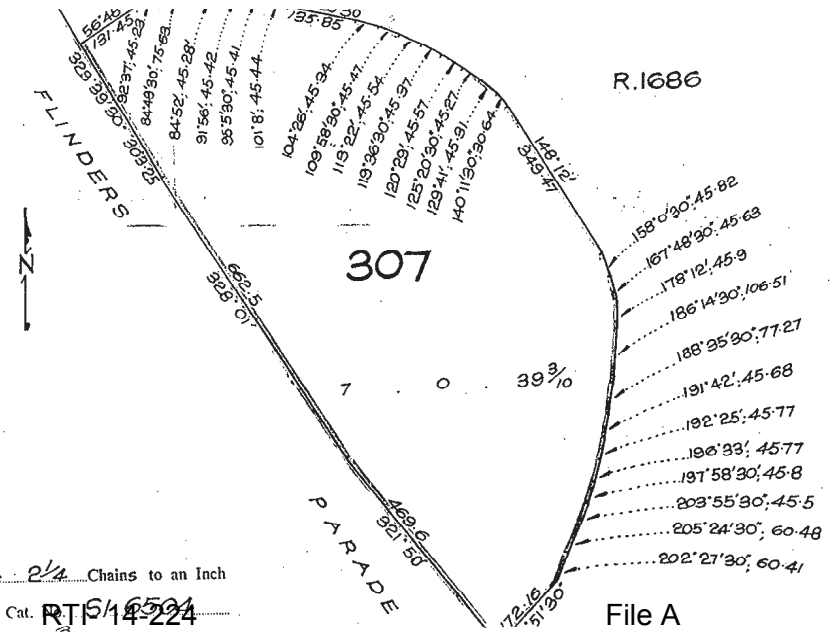
IN TESTIMONY WHEREOF, We have caused this Our Grant to be Sealed with the Seal of Our said State.

WITNESS Our Trusty and Well-beloved the Honourable MOSTYN HANGER,
Chief Justice of the State of Queensland,
Deputy for and on behalf of ... Knight Commander of Our Most Distinguished Order

49-Sch4 - Personal Information

ENTERED as Suburban *Land in the Register Book, Vol* 375 *, Folio* 97 *, in the Survey Office, Brisbane,*

49-Sch4 - Personal Information



Scale 2 1/4 Chains to an Inch

Plan Cat. S1.6504

1 4592 170

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49-Sch4 - Personal Information

Term commencing on the 1st July 1986
and terminating on the 29th
June 1989
No. H806306 PRODUCED 29 Jan 1886

49-Sch4 - Personal Information

THE DESCRIPTION OF THE WITHIN LAND IS CONVERTED
TO LOT(S) 307
ON ~~REGISTERED~~ PLAN No. SL6504

49-Sch4 - Personal Information

REGISTRAR OF TITLES

of part of the land
to - Leggold Pty. Ltd.
TERM: From 1 Jul 1989
To 29 Jun 1994
No K347364K PRODUCED 24 Jul 1990
RECORDED

49-Sch4 - Personal Information

REGISTRAR OF TITLES

RTI DL RELEASE - DNRM

WHEELER Kathy

From: Palmer Ray
Sent: Friday, 21 June 2013 10:53 AM
To: 'Craig Silva'
Subject: RE: Trustee Lease - Ministerial Consent

Dear Craig,

Case 2013/003468 for your application for Ministerial Consent for a new Trustee Lease at the Sandgate Pool to Australian Crawl Pty Ltd has been assigned to Rebecca Robson, Senior Land Officer for processing.

For you information, I noticed when setting up the Case land that the Title Reference on page 1 of the Form 7 is incorrect - it should be 14592170

Regards

Ray Palmer
Administration Officer
Land Management Brisbane
Department of Natural Resources and Mines

Phone: (07) 3406 2534
SLAM-Brisbane@dnrm.qld.gov.au

Web: www.dnrm.qld.gov.au

Level 3 Landcentre

GPO Box 2771,Brisbane QLD 4001

RTI DL RELEASE - DNRM

-----Original Message-----
From: Robson Rebecca
Sent: Thursday, 20 June 2013 11:18 AM
To: Palmer Ray
Subject: FW: Trustee Lease - Ministerial Consent

Ray

Can you please set up this case.

Regards

Rebecca Robson

Senior Land Officer, State Land Asset Management

Department of Natural Resources and Mines

South Region

Telephone: (07) 3406 2539 or (07) 3884 8059 (Beenleigh Office- Wednesday only)

Email: rebecca.robson@dnrm.qld.gov.au

Level 3, Landcentre

GPO Box 2771, BRISBANE QLD 4001

-----Original Message-----
From: Craig Silva [mailto:Craig.Silva@brisbane.qld.gov.au]
Sent: Thursday, 20 June 2013 11:13 AM
To: Robson Rebecca
Cc: Tim Flood; ccrozier@bigpond.net.au
Subject: Trustee Lease - Ministerial Consent

Dear Rebecca

Please see attached.

The Council and Australian Crawl Pty Ltd are seeking Ministerial consent to a Trustee Lease for the Sandgate Swimming Pool.

If you require any further information and wish to discuss, please call me on 3403 5305.

Kind regards

Craig

Craig Silva
Solicitor | Brisbane City Legal Practice OFFICE OF THE LORD MAYOR & CEO | BRISBANE CITY COUNCIL

266 George Street, Brisbane, Qld 4000
Phone: 07 3403 5305 | Fax: 07 3403 5432
Email: Craig.Silva@brisbane.qld.gov.au.....
.....
Web: http://www.brisbane.qld.gov.au/
Twitter: http://twitter.com/brisbanecityqld
Facebook: http://www.facebook.com/BrisbaneCityCouncil

****
This message has passed through an insecure network.
Please direct all enquiries to the message author.
****

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report
For Interaction id: 1049498

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Inwards) Case
Interaction method:	Email
Interaction date:	20-Jun-2013 8:58 PM
Entered by:	Palmer, Ray
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

Document Type	Title	Received/Sent
Application	Application Form Part B	20-Jun-2013

Interaction Record History

Service Centre:	Brisbane
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Palmer, Ray
Date:	20-Jun-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report
For Interaction id: 1049497

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Inwards) Case
Interaction method:	Email
Interaction date:	20-Jun-2013 8:57 PM
Entered by:	Palmer, Ray
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

Document Type	Title	Received/Sent
Application	Application form Part A	20-Jun-2013

Interaction Record History

Service Centre:	Brisbane
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Palmer, Ray
Date:	20-Jun-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report
For Interaction id: 1049496

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Inwards) Case
Interaction method:	Email
Interaction date:	20-Jun-2013 8:56 PM
Entered by:	Palmer, Ray
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

Document Type	Title	Received/Sent
Application	Trustee Lease to Australian Crawl Pty Ltd	20-Jun-2013

Interaction Record History

Service Centre:	Brisbane
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Palmer, Ray
Date:	20-Jun-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report
For Interaction id: 1049495

Contact Details

Business unit:	State Land Asset Management
Business context:	Written (Inwards) Case
Interaction method:	Email
Interaction date:	20-Jun-2013 8:54 PM
Entered by:	Palmer, Ray
Reference:	
Contact with:	Brisbane City Council, Brisbane City Legal Practice

Documents

Document Type	Title	Received/Sent
Application	BCC Email Applic-Ministerial Consent-Trustee Lease	20-Jun-2013

Interaction Record History

Service Centre:	Brisbane
Associated to Case:	2013/003468
Revision No.:	0
Updated by:	Palmer, Ray
Date:	20-Jun-2013
Details:	

Assignment History

RTI DL RELEASE - DNRM

WHEELER Kathy

From: Robson Rebecca
Sent: Thursday, 20 June 2013 11:18 AM
To: Palmer Ray
Subject: FW: Trustee Lease - Ministerial Consent
Attachments: OP250232 - Trustee Lease - Ltr & Application to DNR&M seeking Ministeria....pdf

Ray

Can you please set up this case.

Regards

Rebecca Robson

Senior Land Officer, State Land Asset Management

Department of Natural Resources and Mines

South Region

Telephone: (07) 3406 2539 or (07) 3884 8059 (Beenleigh Office- Wednesday only)

Email: rebecca.robson@dnrm.qld.gov.au

Level 3, Landcentre

GPO Box 2771, BRISBANE QLD 4001

RTI DL RELEASE - DNRM

-----Original Message-----
From: Craig Silva [mailto:Craig.Silva@brisbane.qld.gov.au]
Sent: Thursday, 20 June 2013 11:13 AM
To: Robson Rebecca
Cc: Tim Flood; ccrozier@bigpond.net.au
Subject: Trustee Lease - Ministerial Consent

Dear Rebecca

Please see attached.

The Council and Australian Crawl Pty Ltd are seeking Ministerial consent to a Trustee Lease for the Sandgate Swimming Pool.

If you require any further information and wish to discuss, please call me on 3403 5305.

Kind regards

Craig

Craig Silva
Solicitor | Brisbane City Legal Practice OFFICE OF THE LORD MAYOR & CEO | BRISBANE CITY COUNCIL

266 George Street, Brisbane, Qld 4000
Phone: 07 3403 5305 | Fax: 07 3403 5432
Email: Craig.Silva@brisbane.qld.gov.au.....
.....
Web: http://www.brisbane.qld.gov.au/
Twitter: http://twitter.com/brisbanecityqld
Facebook: http://www.facebook.com/BrisbaneCityCouncil

****
This message has passed through an insecure network.
Please direct all enquiries to the message author.
****

RTI DL RELEASE - DNRM

Dedicated to a better Brisbane

Office of the Lord Mayor & CEO
Brisbane City Legal Practice
Level 20 Brisbane Square, 266 George Street, Brisbane
GPO Box 1434 Brisbane Qld 4001
T 07 3403 5313 F 07 3334 0058
www.brisbane.qld.gov.au

20 June 2013

By Email Only: Rebecca.Robson@dnrm.qld.gov.au

Ms Rebecca Robson
Senior Lands Officer
Department of Natural Resources and Mines
Locked Bag 40
COORPAROO QLD 4151

Dear Rebecca

Trustee Lease: Brisbane City Council and Australian Crawl Pty Ltd
Premises: Sandgate Pool, 231 Flinders Parade, Sandgate

The Brisbane City Council (the **'Council'**) and Australian Crawl Pty Ltd have agreed to enter into a Trustee Lease for part of a Lot situated on Lot 307 on Crown Plan SL2196, County of Stanley, Parish of Nundah (the **'Land'**).

The Land is held on trust by the Council under a Deed of Grant in Trust for Local Government (Swimming Pool) Purposes. With this in mind, I understand that Ministerial consent for the Trustee Lease is required. To this end, please find **enclosed**:-

(i) an Application for a Trustee Lease (Part A and Part B); and
(ii) a copy of the Lease.

Would you please peruse the documents and then let me have your comments.

If you have any queries or require any additional information please call me on 3403 5305.

Yours faithfully

49-Sch4 - Personal Information

Craig Silva
Solicitor
Brisbane City Legal Practice
OFFICE OF THE LORD MAYOR & CEO

RTI DL RELEASE - DNRM

Queensland Government

DEPARTMENT OF NATURAL RESOURCES AND MINES

Application form
Contact and Land Details
Part A

Application form requirements

1. **Part A:** Contact and land details will need to be completed.
2. **Part B:** Application specific form will need to be completed.
3. Payment of the prescribed application fee, if relevant. A refund of application fees will not be given. (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office)
4. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

Important information

All applications will be processed having regard to the requirements of the *Land Act 1994* and related legislation, approved policies and procedures and the requirements of all other agencies with an interest in the land.

Preferably applications should be lodged in the Department of Natural Resources and Mines (DNRM) regional office nearest to which the land is located. If this is not possible applications may be lodged at your nearest DNRM office.

In terms of the Right to Information Act 2009 interested parties may seek access to DNRM records and view relevant documents

RTI DL RELEASE - DNRM

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.

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Contact details

Lodger Details and Mailing Address A lodger is only required when a solicitor, bank, consultant etc lodges the application on behalf of the applicant.		
Full Name(s)		
Title	**First name**	**Surname**
MR	CRAIG	SILVA
Company name(s)		
BRISBANE CITY COUNCIL		

Postal Address	GPO Box 1434 BRISBANE QLD 4001
Phone number	3403 5305 **Mobile phone** 49-Sch4 - Personal Information
Email	CRAIG.SILVA@BRISBANE.QLD.GOV.AU
Fax	3334 0058

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Applicant(s) Details and Mailing Address

If the applicant is a Corporation, either the Australian Company number, Australian Registered Body number or the Australian Business number must be shown.

Full Name(s)

Title	First name	Surname

Company name(s)

If a Corporation then record ☐ **ACN** ☐ **ARBN** ☐ **ABN**

Postal Address

Phone number **Mobile phone**

Email

Fax

Future correspondence should be sent to ☐ Lodger ☐ Applicant

RTI DL RELEASE - DNRM

Details of land for which the application is being lodged

1. Select the type of land for which the application is being lodged.

- ☐ Permit
- ☐ Lease
- ☐ Licence
- ☑ Trust Land Reserve/Deed of Grant in Trust (DOGIT)
- ☐ Road
- ☐ Unallocated State Land (USL) **go to 2**

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2. Enter the description of the land for which the application is being lodged. If this application concerns a road, enter the description of the land adjoining the road.

Schedule 1
You **must** enter either the Lot on Plan or Title Reference of the land for which the application is being lodged.

Lot	Plan	Title Reference
LOT 307	CP SL 6504	14595170

go to 3

The details of the land can be found on a current copy of the Title or on your rates notice. If insufficient space, please add additional description as an attachment.

3. Enter additional details of the land

Dealing number

Tenure type | Tenure number

Local Government: BRISBANE CITY COUNCIL

Other details of land location (optional):
SANDGATE POOL
231 FLINDERS PARADE
SANDGATE QLD

go to 4

RTI DL RELEASE - DNRM

4. Have you participated in a pre-lodgement meeting with the department? ☐ Yes **go to 5** ☑ No

5. Provide details of pre-lodgement meeting. (optional)
(If there is insufficient space, please lodge as an attachment)

Departmental Officers contact details and any reference number should be included if known.

THIS FORM MUST BE ACCOMPANIED BY THE RELEVANT PART B APPLICATION FORM.

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Queensland Government

DEPARTMENT OF NATURAL RESOURCES AND MINES
Application for trustee lease
Part B

Application form requirements

1. This application for a trustee lease.
2. Read the respective *Application for a trustee lease* fact sheet, which includes application restrictions.
3. Payment of the prescribed application fee.
   (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office)
4. A draft of the proposed trustee lease on Queensland Land Registry Form 7 and Form 20 (if required) together with a sketch or plan showing the location of the proposed trustee lease.
5. Any additional information to support application.
6. **Part A:** contact and details of land will need to be completed and submitted with your application.
7. Your application will not be considered as having been properly made unless all parts of this application form are completed accurately, otherwise your application may be returned to you to complete.

Important information

A trustee may authorise use and occupation of trust land by third parties (secondary use) only in accordance with the provisions of the Act (i.e. under a trustee lease or trustee permit) – other than for trust lands for Aboriginal and Torres Strait Islander and associated purposes that are administered under the *Aboriginal Land Act 1991* and *Torres Strait Islander Land Act 1991*.

It is very important that an applicant read Department of Natural Resources and Mines (DNRM) policy PUX/901/209—secondary use of trust land, which clarifies the circumstances in which trustee leases may be issued in respect of trust land.

A trustee may lease all or part of the trust land if the trustee first obtains DNRM's written 'in principle' approval of the trustee lease. The trustee should first contact DNRM to confirm that any proposed trustee leasing would be considered.

DNRM's approval of a trustee lease may include conditions, e.g. a management plan for the trust land may be required or a stated mandatory standard terms document must form part of the trustee lease.

A trustee lease must contain clauses that relate to the purpose of the trustee lease and rent.

A mandatory standard terms document for trustee leases only contains the particular requirements of DNRM.

A mandatory standard terms document has been registered.

Generally, approval will include that a trustee lease will be subject to this mandatory standard terms document.
Any other document that forms part of the trustee lease, including a standard terms document, should not include any clauses that conflict with, or are provided for in the mandatory standard terms document.

A standard terms document refers to DNRM's mandatory standard terms document and the requirements of the trustee and lessee for a trustee lease. A guide on preparing a standard terms document is available from the DNRM website at <www.nrm.qld.gov.au>.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation, and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law

RTI DL RELEASE - DNRM

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1. Has a draft trustee lease document been prepared? ☑ Yes **go to 2** ☐ No

An application cannot be considered

A copy of the draft trustee lease document MUST accompany this application. The draft should not include any clauses that conflict with, or are provided for in the mandatory standard terms document No. 711932933.

2. Provide details of the purpose of the trustee lease: **go to 3**
(If there is insufficient space, please lodge as an attachment)

SANDGATE SWIMMING POOL

3. What is the expiry date of the trustee lease? / / **go to 4**
(Details of your lease expiry date can be found on a current title search of the land)

A trustee lease must not be for more than 30 years (only 20 years is allowed for sporting clubs). The commencement date is unable to be a date earlier then the Minister's written 'in principle' approval to the trustee lease.

4. Has a management plan been prepared? ☐ Yes **go to 5** ☑ No **go to 5**

Approval for the trustee lease may be withheld until a management plan has been prepared (this may be an existing approved management plan.)

An information kit is available on DNRM's website: <www.nrm.qld.gov.au>

5. Provide details of any additional information to support the application: (optional) **go to 6**
(If there is insufficient space, please lodge as an attachment)

RTI DL RELEASE - DNRM

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Attachments

The following will need to be lodged with your application for it to be considered a properly made application. If all this information is not submitted, your application will be returned.

6. Tick the box to confirm the attachments form part of the application:

- ☐ application fee
- ☑ sketch/plan of the trustee lease (if applicable)
- ☑ draft trustee lease document
- ☐ draft management plan (if applicable)
- ☐ evidence of a current management plan (if applicable)
- ☑ draft Land Registry Form 7
- ☑ draft Land Registry Form 20, listing additional clauses (if applicable)
- ☐ Form 18 has been duly executed by the Mortgagee (if applicable)
- ☐ Form 18 has been duly executed by the Grantee (if applicable)

It is recommended that any attached plans, sketches or maps be of A4 or A3-size. Your application will not be considered as having been properly made, unless all parts of this application form are completed accurately. In this instance your application may be returned to you for completion.

Declaration

I certify that I have read the information, which forms part of this application and the information I have provided is true and accurate.

Signature of applicant (or their legal representative)

[redacted]
49-Sch4 - Personal Information

Date: 20 / JUNE / 2013

If applicant, section 142 of the *Land Act 1994* states a person is eligible to apply for, buy or hold land under the *Land Act 1994* if the person is an adult, that is, 18 years of age or over.
If the legal representative of the applicant is signing as the applicant then the legal representative's full name must be printed immediately below the signature.

RTI DL RELEASE - DNRM

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LEASE/SUB LEASE

Dealing Number

OFFICE USE ONLY

Privacy Statement
Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DERM see the department's website.

1. Lessor
BRISBANE CITY COUNCIL AS TRUSTEE

Lodger (Name, address, E-mail & phone number)
David Askern, Chief Legal Counsel for
Brisbane City Council
266 George Street, Brisbane Qld 4000
Email: karen.jacobsen@brisbane.qld.gov.au
Tel: (07) 3403 5313

Lodger Code
259A

2. Lot on Plan Description	County	Parish	Title Reference
LOT 307 ON CP SL 6504	STANLEY	NUNDAH	14595170

3. Lessee Given names | Surname/Company name and number (include tenancy if more than one)
Australian Crawl Pty Ltd
A.C.N.094 473 104

4. Interest being leased
FEE SIMPLE – DEED OF GRANT IN TRUST FOR LOCAL GOVERNMENT (SWIMMING POOL) PURPOSES

5. Description of premises being leased
Part of the land in Item 2 being the whole of Lease A on SP 163842 with access as indicated on Plan No. 040842-02 contained in Annexure G

6. Term of lease
Commencement date/event: / /
Expiry date: / / and/or Event:
#Options: NIL
#Insert *nil* if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration
See

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *~~the attached schedule~~; *the attached schedule and document no.711932933;
* ~~document no~~ [redacted] *~~Option in registered Lease no. has not been exercised~~.
* delete if not

49-Sch4 - Personal Information

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

49-Sch4 - Personal Information ..... signature
Craig Charles Silva ..... full name
Solicitor ..... qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 19 [redacted] 2013, by me LESLIE HOWARD ACWORTH, being the proper officer to affix such seal. L. H. ACWORTH Appointed Officer
19/6/2013 ..... **Lessor's Signature**
Execution Date

9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

49-Sch4 - Personal Information ..... signature
CRAIG JOHN CROZIER ..... full name
DIRECTOR ..... qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Executed by Australian Crawl Pty Ltd
A.C.N. 094 473 104 in accordance with
Section 127A of the Corporations Act 2001

18/6/13 ..... 49-Sch4 - Personal Information
Execution Date Sole Director **Lessee's Signature**

RTI DL RELEASE - DNRM

Title Reference 14595170

REFERENCE SCHEDULE

This reference schedule provides a quick reference to a number of the terms and conditions of the Lease. The parties acknowledge that it is provided for convenience only. The terms and conditions set out in this document contain the full obligations of the parties.

Item 1: TERM

20 Years
Commencing on: / / **2013** *(Date following DNR&M approval)*
Terminating on: / / **2033**

Item 2 : Part A FINANCIAL OBLIGATIONS – OPERATIONAL

Tenant's Costs
Rent: See Rent Schedule
Outgoings: Gas, light, electricity
Telephone
Water – for Residence only if applicable.

Costs of Lease including stamp duty and registration fees
Security Bond $5,000.000
(Cleaning and presentation, minor maintenance, licenses and permits)
wwNB.: Tenant required to pay GST

Landlord's Costs
Subsidy: Rent Abatement: See Rent Schedule
General Rates
Water Charges: All water charges, except for the Residence.

Water Purification System Chemicals

Item 3 : Part B REPORTING

The Tenant to keep the following:
- Daily records of chemicals, pool plant operations and attendances.
- Monthly report.
- Yearly report.
- Financial reports: see Rent Schedule

Item 4: Part C USE

Permitted Use:
- Private Residence
- Public swimming pool and baths including lap swimming facility as required by the Manager and such other lawful use or uses first approved by the Manager

Opening Times:
- Weekdays – Not earlier than 5:00am. Not later than 7:00am.
- Weekends – Not earlier than 5:00am. Not later than 8:00am.
- Public Holidays (excluding Christmas, Good Friday and Anzac days) – Not earlier than 5:00am. Not later than 9:00am.

Closing Times:
- Weekdays – Not earlier than 7:00pm.
- Weekends – Not earlier than 6:00pm.
- Public Holidays (excluding Christmas, Good Friday and Anzac days) – Not earlier than 5:00pm.

RTIDL RELEASE - DNRM

Title Reference 14595170

Fees:
– Landlord has the right to set maximum admission fees.

Right to Coach:
– Tenant has the exclusive right to coach.

Structured activities:
– Use by clubs, schools and other bodies

Item 5 : Part D WORKPLACE HEALTH AND SAFETY

The Tenant to comply with Health and Safety Statutory Obligations
The Tenant to implement a Health and Safety Management System
The Tenant to provide safe chemical handling and storage
The Tenant to implement emergency procedures
The Tenant to conduct water quality testing

Item 6 : Part E MAINTENANCE

Tenant's Maintenance:
- cleaning and presentation of all pool basins, amenities, surrounds, and the Residence
- including additional facilities, grounds, fixtures and fittings and fire services.

Landlord's Maintenance:
- including structural repairs to buildings other than Additional Improvements, water purification and circulation, pool basins and bulkheads.
- Fire services

Item 7 : Part F IMPROVEMENTS AND FITTINGS

The Tenant to construct the Additional Improvements and Upgrade Works in Annexure D and the Joint Development Agreement date / / 2013 entered into between the parties.
The Tenant not to construct any other improvements or alterations without the Landlord's consent.
The Tenant may remove its designated fittings at the end of the Lease.

Item 8 : Part G INSURANCES AND INDEMNITIES

Tenant's insurance:
- property – property situated on the Premises owned by the Tenant
- public liability - $20,000,000 per occurrence
- any other insurance reasonably required by the Landlord

Landlord's insurance:
- fire, lightning, impact by aircraft, earthquake, explosion, impact by vehicles and animals, rainwater, stormwater/tempest.

The Tenant to indemnify the Landlord against all loss, damage or injury from any cause to property or person.

Item 9 : Part H DEFAULT AND TERMINATION

Refer to Part H for the procedure

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Item 10 : Part I SUBLETTING, MORTGAGING AND ASSIGNMENT

Tenant not to sublet, mortgage or part with possession of the Premises without consent.

Item 11 : Part J GENERAL

Miscellaneous standard provisions

Item 12 : Part K OPTIONS

Not applicable.

Item 13 : Part L DEFINITIONS AND INTERPRETATION

Item 14 : GUARANTOR

Name: Craig John Crozier
1 Aquatic Centre Drive
Burpengary Qld 4505
- See Annexure A

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INTRODUCTION

A The Landlord (as local council) is the trustee for recreation purposes of the land described as Lot 307 on CP SL 6504 on which the Premises are located.

B The Tenant has requested the Landlord to grant it a lease of the Premises upon the terms and conditions of this Lease, and the Landlord has agreed to do this.

C The land upon which the Premises are located has been granted to the Council in trust under the Land Act 1994 for recreation purposes and must be used for the purpose for which it was granted in trust without undue interruption or obstruction.

Part A FINANCIAL OBLIGATIONS - OPERATIONAL

1. TENANT'S COSTS

1.1 RENT

The Tenant will pay to the Landlord the Rent in the Rent Schedule.

Interest on Arrears - The Tenant may pay to the Landlord interest on any Rent or other moneys which are in arrears calculated at the Stipulated Rate from the time of the Rent or other moneys respectively falling due to the date of payment.

Suspension Of Rent - In case the Premises or any part thereof shall at any time during the said Term be destroyed or damaged by fire or flood or any other cause so as to be unfit for occupation and use and the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of the policy moneys refused in consequence of some act or default of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for occupation and use, and in case of difference touching this proviso the same shall be referred to the award of a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators one to be appointed by each party or their umpire to be appointed by them and in either case in accordance with the provisions of the Commercial Arbitration Act 1990 or any statutory modification thereof for the time being in force PROVIDED ALWAYS that nothing herein contained shall render it obligatory on the Landlord to reinstate or rebuild the Premises in the event of their partial or total destruction by fire or flood and in either such event the Landlord shall be entitled by notice in writing to determine this Lease which shall thereupon determine accordingly without prejudice to the rights of either party acquired prior to such determination.

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1.2 OUTGOINGS

The Tenant shall punctually pay the following:

(a) **Future Taxes and Duties** - Punctually pay all additional taxes charges duties burdens assessments outgoings and impositions which shall at any time during the Term be charged or assessed upon or in respect of the occupation or use of the Premises or any part of the Premises.

(b) **Gas, Light and Electricity** - Punctually pay for all gas, electric light and power consumed or used on or in the Premises and replace all electric bulbs, burners and shades in the Premises which become defective or are damaged or destroyed. To remove doubt, this includes:

(i) costs of heating the Swimming Pool; and
(ii) electricity costs associated with the end of season maintenance programs set by the Landlord.

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(c) **Telephone:**

(i) Keep installed on the Premises in the name of Sandgate Swimming Pool a telephone service approved by the Manager and duly and punctually pay all charges and rental on the telephone service. A facsimile machine with a dedicated facsimile machine line and a computer with e-mail access are also to be kept on the Premises;

(ii) At the expiration or sooner determination of the Term the Tenant shall surrender all right title and interest in the telephone service including the telephone number and the facsimile number, which shall remain in the name specified in this subclause PROVIDED HOWEVER that nothing contained in this subclause shall constitute a waiver of the Tenant's obligation to pay all charges and rental which shall accrue in respect of the telephone service during the term.

(d) **Water:** all water consumed or used on or in the Residence.

1.3 CLEANING AND PRESENTATION COSTS - See clause 31.

1.4 MAINTENANCE COSTS - See clause 32.

1.5 SECURITY BOND

(a) **Deliver** - When entering into this Lease, the Tenant must deliver the Security Bond, in the amount specified in Item 2 of the Reference Schedule, to the Manager. The Security Bond must be in the form of a bank guarantee approved by the Manager.

(b) **Unconditional** - The Security Bond must be payable unconditionally on demand without notice to the Tenant, irrecoverable until 1 month after the termination of this Lease and in a form acceptable to the Manager.

(c) **Breach** - If the Tenant breaches a Covenant, the Manager may make demand under the Security Bond, in full or partial reimbursement of any expenditure incurred by, or in full or partial satisfaction of any loss, including consequential loss, suffered by the Landlord in connection with the breach.

(d) **Demand** - If the Manager makes demand under the Security Bond, the Tenant must deliver a further Security Bond to the Manager for the amount demanded.

1.6 COSTS OF LEASE

The Tenant shall pay all costs charges and expenses of and incidental to the preparation, completion, stamping and registration of this Lease including the survey fees and stamp duty payable thereon and on all counterparts thereof and registration fees payable thereon.

2. GST

2.1 The parties acknowledge that:-

(a) Any consideration to be paid or provided to a party ("**Supplier**") for a supply made by the party under or in connection with this Lease does not include an amount on account of GST.

(b) If a party makes a supply under or in connection with this Lease upon which GST is imposed, then the consideration payable or to be provided by the recipient of the supply under this Lease ("**Recipient**") is increased by and the Recipient must pay to the Supplier in addition to that consideration an amount equal to the GST payable by the Supplier in respect of that supply so that the Supplier retains after payment of the GST in respect of that supply the amount of consideration which it would have retained but for the imposition of GST.

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(c) If a payment to a party under this Lease is a reimbursement or indemnification, calculated by reference to loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

(d) The Supplier must provide the Recipient with a tax invoice.

(e) When calculating the amount of any component of the Outgoings which was assessed against the Landlord, the Landlord must calculate the cost of that amount as the GST inclusive cost to the Landlord of that amount less the GST input tax credit for which the Landlord is eligible on that amount.

(f) Words and expressions used in this clause which are defined in *the A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, or, if not so defined, then which are defined in the *Trade Practices Act 1974 (Cth)*, have the same meaning in this clause.

3. LANDLORD'S COSTS

3.1 SUBSIDY

The Landlord agrees to the Rent Abatement specified in the Rent Schedule.

3.2 **RATES -** To remove doubt the Landlord acknowledges that the Landlord will pay all municipal rates and charges levied at the Commencement Date of this Lease including general rates, fire levy and bushland preservation levy.

3.3 **SUPPLY OF WATER –** The Landlord shall pay all water charges associated with the Premises, except for the Residence.

3.4 The Tenant shall take all reasonable precautions to minimise water wastage and shall carry out all directions given by the Manager and follow all instructions regarding water conservation issued by the Landlord whether or not in its capacity as owner of the Premises or by any legislated authority.

3.5 **COST OF CHEMICALS** The Landlord will pay all costs for the supply of chemicals to be used in connection with the water purification plant installed on the Premises during the Scheduled Swimming Season and any extension to the Scheduled Swimming Season approved by the Manager.

3.6 OTHER

Maintenance Costs – see clause 33.

Insurance costs – See clause 36.

Capital Contributions. The Tenant will contribute a minimum of [redacted] and the Landlord will contribute up to [redacted] towards Additional Improvements and Upgrade Works in accordance with Clause 34 and the Joint Development Agreement.

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Part B REPORTING

4. RECORDS

4.1 Daily Records:

The Tenant shall keep, in the format required by the Manager, a daily record of:-

(a) attendances (including adult/child/carnivals/programmes such as Learn to Swim/other usages) and revenue by category (including merchandise sales and any other income derived from the Tenant's Business);

(b) water quality test results;

(c) details of chemicals received;

(d) details of chemicals used (where it can be ascertained);

(e) plant operations;

(f) water meter readings and water usage relating to the Premises;

(g) staff attendance including evidence of qualifications/certificates;

(h) accident and incident report records; and

(i) any other reports as requested by the Manager.

4.2 Keeping of Records:

(a) The Daily Records shall be kept at all times on the Premises and be forwarded to the Manager at the close of every Scheduled Swimming Season or otherwise forwarded upon request.

(b) The Tenant shall keep and maintain an auditable point of sale system that sequentially records all sales and transactions, as well as such other records and accounts as are necessary or appropriate to properly record and show a true account of the Tenant's business operations.

(c) The recording of any false or misleading records, statements, figures or accounts by the Tenant shall specifically constitute a breach of a Tenant's covenant and the Tenant will pay the cost of any additional audit or investigation which is required by the Landlord to identify such false or misleading records, statements, figures or accounts with respect to any other remedy contained in this Lease with respect to the breach of covenant.

4.3 Monthly Reports

At the end of each month in which the Swimming Pool is available for use by members of the public, the Tenant shall produce a written report of the Daily Records for that month.

4.4 Yearly Reports

(a) The Tenant shall within 90 days after the end of each lease year prepare an audited statement that lease year. Without limiting the foregoing, the statement must show a breakdown for program activities and general public access (as identified in clause 4.1 (a) and for all revenue and expenses in a format as requested by the Manager.

(b) The Tenant must within seven days from the date of preparation of those reports, forward to the Manager the report together with any further information required by the Manager.

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4.5 Financial Reports

Then Tenant will shall keep the reports and records specified in the Rent Schedule.

4.6 **Copies of Records and Reports** – The Tenant must Permit the Manager or his agents at all times to inspect and take copies of and extracts from any book or form containing records required to be kept by the Tenant.

4.7 **Provide other information -** The Tenant must provide any other information or report from time to time requested by the Manager directly or indirectly concerning the Premises, the use or this Lease, as soon as practicable after the information has been requested by the Manager.

4.8 **Confidential Information** - The parties recognise that these reports will be commercially sensitive, and the Manager will receive them as confidential information.

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Part C USE

5. PERMITTED USE

5.1 **Permitted Use Only** – The Tenant shall only use the Premises for the purpose of the Permitted Use as specified in Item 4 of the Reference Schedule.

6. RESIDENCE/CARETAKER

The Tenant shall:-

6.1 **Residence** - Use and occupy the Residence (if any) as its principal place of residence OR with the prior written consent of the Manager permit the Tenant's Manager to occupy the Residence upon such terms and conditions as the Manager shall from time to time direct. To remove doubt, the Tenant may not sublet or otherwise part with possession of the Residence other than in accordance with this clause.

6.2 **Caretaker** - Use its best endeavours to protect and keep the Premises and any property contained therein safe from theft, robbery or damage and for this purpose will act as caretaker of the Premises.

7. OPENING TIMES AND FEES

7.1 **Open to Public Use** - Subject to the provisions of clause 9, unless otherwise determined by the Manager, the Tenant shall keep the Swimming Pool open for public use and allow all persons entitled to entry to the Swimming Pool to use the Swimming Pool and the facilities which are intended for use by members of the public upon payment of the prescribed fees and dues.

7.2 **Unstructured Public Use** - Subject to the provisions of clause 9 unless otherwise approved by the Manager the Tenant shall make the Swimming Pool available for unstructured public use or as otherwise reasonably required by the Manager.

7.3 **Opening Dates and Times** - Until otherwise determined by the Manager:-

(a) The dates between which the Swimming Pool must be open to public use are:-

(i) the Scheduled Swimming Season; or
(ii) upon written application being made by the Tenant at least one month prior to the scheduled closing or opening date of the Swimming Pool, such other dates and subject to such conditions as the Manager may determine.

(b) The times by which the Swimming Pool must open to public use on the days specified in (a) above including (subject to any relevant Statute or Local Law) Saturdays, Sundays and public holidays (but excluding Christmas, Good Friday and Anzac days), are set out in Item 4 of the Reference Schedule.

(c) Unless otherwise approved by the Manager the times by which the Swimming Pool shall close to public use on the days specified in (a) above including Saturdays, Sundays and public holidays (but excluding Christmas, Good Friday and Anzac days), are set out in Item 4 of the Reference Schedule.

7.4 **Entry Fees** - The Landlord shall from time to time determine the maximum admission fees and maximum hourly hire rate (including where applicable a surcharge for use of any Swimming Pool that is heated for any period of time) that the Tenant may subject to the provisions of this Lease, charge members of the public (except children under two years of age) for admission to the Swimming Pool.

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8. RIGHT TO COACH

The Tenant shall have the sole right to coach, in swimming and other aquatic activities, members of the public (other than members of Swimming Clubs and schools who are using the Swimming Pool and the facilities as members of those clubs or schools).

9. STRUCTURED ACTIVITIES

9.1 Use by Clubs:

(a) Unless otherwise approved by the Manager the Tenant shall permit the members of each Swimming Club which uses the Swimming Pool and the facilities or which used the Swimming Pool and facilities in the Scheduled Swimming Season immediately prior to this Lease to use free of any charge or fee (other than the individual entrance fee and if the Tenant is paying for Outgoings and/or maintenance referred to in clause 32, reasonable recoupment of a proportion of such Outgoings in the form of an additional fee as determined from time to time by the Landlord) the Swimming Pool and associated facilities including the lighting, public address system, club rooms, toilets and changing rooms at such time or times as shall first be approved in writing by the Manager following the provision by the Tenant to the Manager prior to the opening of the Swimming Pool for that year of the proposed training times and such other information as the Manager may require.

(b) Any such Swimming Club may with the prior written approval of the Manager utilise the services of the Swimming Club's accredited coaches during those times and upon payment by those coaches of the individual entrance fees.

9.2 Disputes with Clubs - If any dispute shall arise between the Tenant and any Swimming Club referred to in clause 9.1 or any member or coach on any matter including the times and extent of use of the Swimming Pool, or associated facilities or the fee or fees to be charged or the conduct or behaviour of the Tenant, the Swimming Club or its members or its coaches the matter shall be referred to the Manager for his decision and his decision shall be final and binding on all parties.

9.3 Carnivals and other Structured Activities:

(a) The Tenant may with the prior written approval of the Manager or should the Manager require the Tenant to so do the Tenant will allow Swimming Clubs, school and other bodies reasonable use of Swimming Pool and associated facilities to the exclusion of other members of the public for swimming carnival and other structured activities on such occasions and for such lengths of time and upon such conditions as the Manager may approve or determine.

(b) For carnivals the Tenant shall be entitled to charge either:

(i) the Swimming Clubs, schools and other bodies referred to in clause 9.3(a) a fee for such exclusive use of the Swimming Pool and the facilities calculated by reference to the maximum scale of fees and charges in operation at the time of use and determined by the Manager to be applicable to the exclusive use by such clubs, schools and other bodies of the Swimming Pool and the facilities; or

(ii) with the prior written approval of the Manager the individual members of the clubs, schools and other bodies referred to in clause 9.3(a) an entrance fee as determined from time to time by the Landlord,

PROVIDED HOWEVER that nothing contained in this clause shall be construed so as to entitle the Tenant to make any charge both upon those clubs, schools and other bodies and upon the individual members.

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9.4 **Notice of Club times** - The Tenant shall display in a conspicuous place near the main entrance to the Premises a notice stating the dates and times that clubs, schools and other bodies have the exclusive use of the Swimming Pool and associated facilities and that at those times and on those dates the Swimming Pool and associated facilities will not be available for the use of other members of the public.

10. CONDUCT OF BUSINESS AND SUPERVISION

10.1 The Tenant must ensure at all times during the Term, the Tenant's Business is conducted and all obligations of the Tenant are discharged:

(a) honestly and professionally;

(b) in accordance with good business practices (having particular regard to the management and operation of similar businesses);

(c) so as to at all times retain and enhance the goodwill of the business conducted on the Premises and the Premises; and

(d) with the intention of achieving the optimum return to the Landlord from this Lease.

10.2 **Supervision** – The Tenant must at all times properly and adequately supervise the Premises or subject to the prior written consent of the Manager provide adequate supervision of the Premises by the Tenant's Manager to ensure that the Premises and the business conducted thereon are managed and carried out in a lawful and orderly manner in accordance with the Rules and Regulation in Annexure B of this Lease.

10.3 **No Noxious Or Illegal Use** - The Tenant must not do, or omit to do anything on the Premises which is unlawful, immoral, noxious, offensive or hazardous or which may cause nuisance, injury, or unreasonable disturbance to the Landlord, or any occupant of the land.

10.4 **Name not to be used for other activities** - The Tenant must ensure that no name, logo or other attribute associated with the Premises is used in connection with any other business or activity of the Tenant or any associate of the Tenant, without the approval of the Landlord.

11. MARKETING AND RESEARCH

11.1 **Marketing** – The Tenant will ensure that the Swimming Pool is promoted (at the Tenant's cost). The Tenant will use the name of the Landlord and the Landlord's logo where appropriate in promoting the Swimming Pool. The Tenant will provide promotional material including activities, programs and charges for the inclusion in the Landlord's website and other Landlord promotions. The Tenant will co-operate with the Landlord in the Landlord's marketing activities.

11.2 **Research** - The Tenant must:

(a) at the Tenant's own cost and expense from time to time as directed by the Manager, conduct a survey of patrons of the Swimming Pool in accordance with the requirements and directions and to the satisfaction of the Manager and the Tenant will co-operate with any survey conducted by the Landlord; and

(b) from time to time as directed by the Manager, provide to the Manager, a copy of the results of any survey so conducted.

12. CONSULTATION WITH MANAGER

12.1 The Tenant must, whenever requested by the Manager, consult fully with the Manager in relation to the management and operation of the Premises and the Landlord's objectives for the Premises.

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12.2 The Tenant must, if requested by the Manager, give reasonable assistance to the Manager and work with the Manager in respect of concepts for the potential development of the Premises complementary to the Premises, provided that where such assistance and work would normally require professional services from consultants external to the Tenant's personnel, the Tenant is not required to bear the costs of the provision of such professional services.

12.3 The Manager and the Tenant must endeavour to co-operate in good faith to cause the Premises and the Tenant's Business to be operated in accordance with the Landlord's objectives for the Premises from time to time, it being agreed that one of the primary objectives of the Manager is for the Premises to be profitable.

12.4 The parties agree to co-operate in good faith should circumstances change and one party seeks the other party's consent to amend and/or vary any of the provisions of this Lease.

13. AMUSEMENTS

The Tenant must not:-

13.1 **No Amusements or Entertainment** - use or permit the Premises to be used for any of the amusements, entertainments or purposes mentioned in the Landlord's Local Laws without fulfilling the requirements of those Laws.

13.2 **No Betting Games of Chance** - conduct nor cause nor permit nor suffer to be conducted on the Premises any betting or games of chance (except those as authorised by law) and the Tenant shall use its best endeavours to prevent any persons from betting or taking part in any games of chance on the Premises while they are under the control of the Tenant in accordance with the provisions of this Lease.

14. GOODS AND MERCHANDISE

The Tenant must not-

14.1 **Kiosk only** - sell, supply, store or display any goods or merchandise in any part of the Premises other than the kiosk or such other part of the Premises as may be approved in writing from time to time by the Manager.

14.2 **Suitable merchandise** - sell, supply, store or display any goods or merchandise which in the opinion of the Manager are not suitable for sale, supply, storage or display at a public Swimming Pool.

15. ADVERTISING SIGNS

The Tenant must:-

15.1 **No Advertising Signs** - Not without the prior approval in writing of the Manager affix paint exhibit or operate nor allow to be affixed painted exhibited or operated upon any portion of the Premises or in or on any of the facilities or other articles used, stored or kept in the Premises any advertising sign bill placard notice or poster or any other form of advertising other than the name of the Swimming Pool the times of operation and the identification of the Tenant.

In the event of such approval being granted the Tenant will comply with the Local Laws of Brisbane City Council and the lawful requirements of all other relevant authorities and shall ensure (at the Tenant's own cost and expense) that the advertisement contains such logo as shall be directed by the Manager and at the expiration or sooner determination of the Term clean off and remove all such signs bills placards notices and posters in accordance with the directions and to the satisfaction of the Manager.

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15.2 **Advertising by Landlord** - Permit the Landlord to display or exhibit advertising signs, hoardings or devices in or on any part of the Premises or in or on any of the facilities or other articles or things used, stored or kept in the Premises and for those purposes and for the purposes of installing, affixing, maintaining or removing any such advertising signs, hoardings or devices the Tenant will allow the Landlord together with its officers, contractors and agents and other persons approved by the Manager to have access over those parts of the Premises determined to be necessary by the Manager at all reasonable times PROVIDED HOWEVER that the Landlord will exercise the powers granted to it by this clause in such a manner so as to minimise any disruption to the business carried on by the Tenant. To remove doubt, the Tenant is not entitled to any revenue derived from the Landlord's advertising.

15.3 **Removal of Signs** - On the expiration or earlier determination of the Term remove all lettering and distinctive marks and/or signs made or put by the Tenant or by any person claiming through or under the Tenant or by the Landlord for the Tenant on any of the doors, walls or windows of the Premises or other parts of the buildings structures or other improvements and make good any damage or disfigurement caused to such doors, walls, windows or other parts of the buildings, structures or other improvements by reason of such removal.

16. REFUSE AND CLEANSING

The Tenant must:

16.1 **Refuse Bins** - Supply and maintain covered refuse bins and sanitary disposal units for the collection and storage of refuse from and on the Premises. The number, type and design of the refuse bins shall be to the satisfaction of the Manager.

16.2 **Cleansing Equipment** - Supply and maintain sufficient hoses and provide those quantities of disinfectants, soaps and cleansers, to the satisfaction of the Manager, necessary for the cleansing of the Premises.

17. NO ANIMALS IN PUBLIC AREAS

The Tenant must not keep, permit or allow any animals, birds or fish on any part of the Premises that is made available at any time for use by members of the public.

18. TREES

The Tenant must not destroy, cut down, deface, mutilate, remove or damage nor suffer or permit to be destroyed, cut down, defaced, mutilated, removed or damaged any tree, shrub, bush, hedge, plant, flower or landscaping which may now or at any time be growing, planted or constructed upon the Premises.

19. RULES AND REGULATIONS

The rules and regulations in Annexure B to this Lease are deemed to form part of this Lease and the Tenant covenants to observe and comply with such rules and regulations as added to varied or amended. The Tenant acknowledges agrees and declares that failure by the Tenant to keep and observe all such rules and regulations as the same may be added to amended or varied from time to time shall constitute a breach of the terms of the Lease in the same manner as if the rules and regulations were contained in the Lease as covenants.

20. AMENDMENT OF RULES AND REGULATIONS

The Manager shall have the right at any time and from time to time to delete vary amend or add to the rules and regulations included in Annexure B to this Lease whenever the Manager in its judgment determines such variations amendments deletions or additions to be necessary or desirable but such variations amendments deletions or additions shall be limited by the Manager to the function of regulating the use of the Premises or any part thereof for the safety care and

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cleanliness and/or for the preservation of good order and/or for the safety of members of the public resorting to or using the Premises and a certificate over the signature of the Manager listing the rules and regulations for the time being in force at the date thereof or any amendment thereof shall until further notice be conclusive evidence that such rules and regulations or amendments are for the time being in force and made pursuant to the terms of the Lease. The rules and regulations shall not be in conflict with the terms of the Lease.

21. STATUTORY REQUIREMENTS AND RULES

The Tenant must:-

21.1 **Comply with Statutes** - Comply with each Statute relating to the Tenant's use or occupation of the Premises.

21.2 **Not Contravene Statute** - Not do or omit to do or permit anything to be done or omitted to be done on the Premises nor bring nor keep anything thereon or therein or within or about the same in contravention of any Statute, Local Law, By-law, Regulation or Rule in force in the City of Brisbane or relating to the Premises or any part thereof.

21.3 **Comply with Rules, Regulations and Requirements** – Ensure that the Tenant and all employees, agents, licensees and invitees of the Tenant must comply with:-

(a) each rule and regulation; and

(b) each requirement of the Landlord under this Lease.

21.4 **Tenant's Rules** - From time to time and when required by the Manager, make rules and regulations for the protection, control and management of the Premises.

21.5 **Local Laws** - At all times give the officers of the Landlord assistance in carrying out any of the Landlord's Local Laws, By-laws or regulations at any time and from time to time applicable to the Premises.

21.6 **Water Restrictions** – At all times comply with the South-East Queensland Water (Seqwater) water restrictions and complete any QWC or local authority reporting requirements.

22. ACCESS BY LANDLORD

In addition to the Landlord's rights under clauses 32.3, 32.5 and 32.6, the Tenant must Permit the Landlord by its officers, servants, agents or workmen, to enter the Premises (including the Residence if any) at all reasonable times to:-

(a) carry out such customer service surveys of patrons of the Swimming Pool and other members of the public and conduct such attendance audits as the Manager shall from time to time require; or

(b) exercise any of the powers, rights and remedies conferred on the Landlord or the Manager by these presents,

without being liable to recoup from the Landlord for any inconvenience loss or damage howsoever arising which may be suffered as a consequence thereof.

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23. YIELD UP

Subject to the provisions of clause 34.7 at the expiration or sooner determination of the Term, the Tenant must peaceably surrender and yield up unto the Landlord the whole of the Premises including the Additional Improvements, all locks, keys, fastenings, plant, machinery and other equipment described in Annexure C and installations and light fittings (together with bulbs having a lumens acceptable to the Manager) in good and substantial repair, order and condition and free from rubbish.

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Part D WORKPLACE HEALTH AND SAFETY

24. OBLIGATIONS

24.1 **Health and Safety Statutory Obligations** – Without limiting the obligations in clause 21.1 the Tenant must ensure that the Premises and its use of the Premises comply with all statutory health and safety obligations, in particular obligations in the Workplace Health and Safety Act, Fire Safety Act, Environmental Protection Act and Dangerous Goods Act.

24.2 **Health and Safety Management System** – The Tenant must implement a Health and Safety Management System to meet the statutory obligations in clause 24.1. That is to meet all legislative and regulatory requirements and the guidelines of the Royal Life Saving Society of Australia within twelve (12) months of the Commencement Date. The system must address all aspects of the Tenant's operation including but not limited to working at heights, hazardous substances/ chemicals, dangerous goods and emergency services. The system must incorporate an accreditation process and include an independent audit process to be conducted by an appropriately qualified auditor approved by the Manager.

24.3 **Workplace Health and Safety Report –** the Tenant must provide a report in the format required by the Manager from time to time that illustrates the status of the Health and Safety Management System at the workplace.

25. CHEMICALS

25.1 **Storage of Chemicals by Tenant** – The Tenant must not without the prior approval of the Manager store or use any chemical inflammable liquid acetylene gas or alcohol volatile or explosive oil compound or substance upon the Premises other than those substances permitted by the Local Laws for use on residential premises. The Tenant must ensure that all chemicals are stored in accordance with the Health and Safety Management System specified in clause 24.2.

25.2 **Storage of Chemicals by Landlord** – The Landlord may at all times during the Term use the storage spaces and facilities in the Premises for the storage of any water purification chemicals and other materials required to be stored by the Landlord from time to time.

25.3 **Handling of Chemicals** – The Tenant must ensure that all chemicals are handled in accordance with the Health and Safety Management System specified in clause 24.2.

26. EMERGENCY PROCEDURES

26.1 **Procedures** – The Tenant must establish and implement emergency procedures and consult regularly with all appropriate Government Authorities concerning threat assessment, fire fighting, gas leakage, dangerous goods, bomb threats and evacuation and other emergency procedures in or relevant to the Premises and, if it is recommended or required by any Government Authority, conduct drills or exercises.

26.2 **Infectious Diseases** – If any infectious disease happens upon the Premises which may require notification by virtue of any Statute, Regulation or Local Law, the Tenant will give all the necessary notices and any other information which may be required to the proper authorities and will give a copy of the notification to the Manager and will at its own expense thoroughly fumigate and disinfect the Premises.

27. FIRST AID ROOM

The Tenant must:–

27.1 **First Aid Room** – Keep and maintain a first aid room in a clean and tidy condition.

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27.2 **Medical Equipment** – Supply, keep and maintain such medical equipment and supplies as are necessary for the proper and efficient rendering of first aid.

27.3 **Medical Stores Only** – Not keep or store or permit to be kept or stored in the first aid room any equipment or other matter or thing other than such medical equipment and supplies as are necessary for the proper and efficient rendering of first aid to any member of the public using the Swimming Pool or the facilities or to any employee of the Tenant who sustains injury or becomes ill while on the Premises.

27.4 **No Obstacles** – Keep and cause to be kept the first aid room, the entrance and all other means of access free from all obstacles and readily accessible at all times while the Swimming Pool is available for use by members of the public and at all times while any employee of the Tenant is on any part of the Premises.

28. GENERAL SAFETY

The Tenant must:

28.1 **Lighting** – Keep illuminated at all times when natural light is not adequate sufficient electric lamps to ensure the safety of members of the public.

28.2 **Empty Swimming Pool and Safety Fence** – At all times when the Swimming Pool is empty or partly empty and the Tenant permits members of the public to enter the Premises erect sufficient to meet all legislative and regulatory requirements and the guidelines of the Royal Life Saving Society of Australia to ensure that members of the public are excluded from the Swimming Pool.

28.3 **No Springboard or Tower**

(a) Not without the prior written approval of the Manager install nor erect nor allow to be installed or erected or to remain a springboard or tower in or adjacent to the Swimming Pool and shall use its best endeavours to prevent members of the public from entering the Swimming Pool from any structure.

(b) Ensure that any springboard or tower erected by the Tenant in accordance with this clause shall comply with the requirements of Standards Australia.

28.4 **Grandstand** - The Tenant will comply with any maximum loading level for any grandstand.

29. WATER QUALITY

The Tenant will:

29.1 **Chlorination/Disinfection** – At least one week prior to the opening of the Swimming Pool for use by members of the public in each year and at such other times as directed by the Manager chlorinate or disinfect and purify the water in or to be used in the Swimming Pool in the manner required by the Manager and to his satisfaction; and throughout the Term of the Lease treat and disinfect the water in the Swimming Pool at the time or times and in the manner as directed by the Manager and in accordance with his requirements.

29.2 **Recirculation of Water** – Empty and fill the Swimming Pool as often as the Manager may require and continuously recirculate the water in the Swimming Pool to the recommended capacity of the system of filtration and in accordance with the directions of the Manager.

29.3 **Chlorination/Disinfection Equipment** – Operate at all times throughout the day and the night during those periods when the Swimming Pool is made available for use by members of the public such chlorination/disinfection equipment as is installed on the Premises, in accordance with the requirements and directions and to meet all legislative and regulatory requirements and the guidelines of the Royal Life Saving Society of Australia.

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29.4 **Water Tests** - Prior to opening to the public on each day that the Premises are available for use by members of the public and thereafter at intervals of not more than four (4) hours until such time as the Premises cease to be available for use by members of the public, take a free chlorine, a total chlorine and a pH test of the water in the Swimming Pool and record the results of those tests as specified in clause 4.1 when requested by the Manager and at all times during those periods when the Premises are available for use by members of the public maintain the levels of the chlorine and pH content in the Swimming Pool within such range as the Manager shall require. The Tenant will supply the reagents, as specified by the Manager, required to carry out the tests.

29.5 Prior to opening to the public in any month that the Premises are available for use by members of the public and thereafter at intervals of not less than four (4) weekly until such time as the Premises cease to be available for use by members of the public, take a reserve alkalinity and calcium hardness test of the water in the Swimming Pool and record the results of those tests as specified in clause 4.2.

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Part E MAINTENANCE

30. General

30.1 **Specific Obligations –** The parties will comply with the Maintenance obligations in this Part E and the specific maintenance obligations set out in Annexure E. If there is any inconsistency between the provisions in this Part E and Annexure E, the obligations in Annexure E shall prevail.

30.2 **Notification -** machinery and plant used in connection with the Swimming Pool, and the water purification plant, water pipes, gas pipes, electric wiring, electric lights and fittings in upon or about the Premises immediately after the Tenant becomes aware of or should have become aware of the same.

31. CLEANING AND PRESENTATION

The Tenant must during the Scheduled Swimming Season and non-Scheduled Swimming Season:–

31.1 **Keep Clean** – Keep and maintain the Premises in a clean and tidy condition and free from any accumulation of rubbish and free of weeds and noxious plants, rodents, pests and vermin to meet all legislative and regulatory requirements.

31.2 **Gardening** – Trim all ornamental shrubs, mow all lawns, tend and maintain all gardens, maintain all garden features and tend and water all trees shrubs lawns and gardens on the Premises to meet all legislative and regulatory requirements.

31.3 **Pipes Drains and Surfaces** – Clean and keep clean and capable of freely operating to their maximum capacity, all inlets to pipes drains water closets and ablutions on and forming part of the Premises and clean all surfaces and tiling and other parts of the Premises subject to fouling including in particular the dressing rooms, concourses and water lines of the Swimming Pool.

31.4 **Pool Basins –** Clean and keep clean the pool basins by using an automatic drop in pool cleaner and/or vacuum system on a regular basis.

32. TENANT MAINTENANCE

The Tenant will undertake all maintenance of and repairs to:-

32.1 **Additional Improvements -** All Additional Improvements constructed in accordance with clause 34.

32.2 **Buildings and Grounds:**

(a) **Fittings** – including, but not limited to tap fittings, cisterns, public address systems, oxy viva resuscitator, glazing, non-key operated locks and doors (the oxy viva resuscitator is to be serviced annually by a qualified service agent at the Tenant's cost).

(b) **Light and Power** – all internal and external lighting (except floodlights), inclusive of bulbs, fluorescent tubes and starters and tag and testing of all Tenant's electrical appliances.

(c) **Minor Maintenance** – all windows, doors, non-key operated locks and removal of graffiti inside the Premises.

and generally effect all other maintenance and repairs in relation to the Premises, except where that work is the responsibility of the Landlord under this Lease.

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32.3 Inspection by Landlord

The Tenant will permit the Landlord:

(a) at all reasonable times and upon reasonable notice to enter upon and view the condition of the Premises (excluding the Residence); and

(b) upon twenty-four (24) hours written notice being given to the Tenant by the Landlord to enter upon and view the Residence (if any).

32.4 **Tenant Effecting Repairs** - The Tenant must execute all repairs and work that are the Tenant's responsibility under the Lease within a reasonable time and to a standard acceptable to the Landlord.

32.5 **Landlord Effecting Repairs** -The Tenant will also permit the Landlord at all reasonable times to enter upon the Premises for the purpose of effecting any alterations or remodelling or repairs which the Landlord may wish to carry out or that the Landlord deems necessary for the safety, preservation or improvement of the Premises.

32.6 **Landlord's Right to Repair** - If the Tenant at any time makes default in the performance or observance of any express or implied covenants in this Lease relating to repairs or maintenance of the Premises, the Landlord may (but without prejudice to the Landlord's right of re-entry) enter upon the Premises and repair them at the expense of the Tenant.

32.7 Surveillance of Facilities

The Tenant must:-

(a) regularly inspect and maintain surveillance of all facilities in the Premises; and

(b) promptly rectify (or if it is the responsibility of the Landlord under this Lease to rectify, then promptly give notice to the Landlord of) all faults in, damage to or loss or destruction of any fixture, fitting, furnishing, chattels or other facility or appurtenance in the Premises.

32.8 **Damage from Leakage** - The Landlord shall not under any circumstances be liable to the Tenant or any person claiming under or through the Tenant for any loss or damage whatever directly or indirectly caused by or arising from water, sewage, gas, electric current or other fluid, substance or force which may flow, leak or escape into or be in or upon the Premises.

32.9 **Operation of Equipment -** The Tenant will keep in good order and condition and properly operate all machinery, equipment, articles and other things the property of the Landlord set out and described in Annexure C to this Lease. To remove doubt, the Tenant will enter into a contract with a qualified pool plant operator to monitor and oversee the operation of the pool plant (at the Tenant's cost), and will supply and keep in good order and conduct all other equipment necessary for the proper operation of the Premises. In particular, the Tenant will cause a twelve (12) monthly service of the Landlord's oxygen resuscitation equipment to be carried out by a qualified service person and will submit to the Manager, a certificate that such service has been completed within one month of each service.

32.10 End of Season Maintenance of the Premises

(a) If the Premises will not be made available for use by members of the public and the Swimming Pool is to be drained in the period outside the Scheduled Swimming Season, then at the commencement of the period during which the Premises will not be made available for use by members of the public and at such other time or times as the Manager may in writing direct, the Tenant must:

(i) empty, scrub and clean the Swimming Pool and treat and maintain the bottom and sides so as to preserve and maintain the Swimming Pool in a proper clean and hygienic condition; and

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(ii) carry out such work as is necessary to ensure that those parts of the Premises and those facilities required to be available for the use of the members of the public are in a fit and proper condition and suitable for the purpose contained in clause 5 prior to the opening of the Swimming Pool for that year.

(b) If the Premises will not be made available for use by members of the public and the Swimming Pool is to be kept full in the period outside the Scheduled Swimming Season, the Tenant will be responsible for the operation and associated costs of the filtration sanitisation equipment so as to maintain the water in a safe and sanitary condition preventing the growth of algae and carrying out such work as is necessary to ensure that those parts of the Premises and those facilities required to be available for the use of the members of the public are in a fit and proper condition and suitable for the purpose contained in clause 5 prior to the opening of the Swimming Pool for that year.

33. LANDLORD MAINTENANCE

33.1 **STRUCTURAL REPAIRS** - The Landlord will effect and be responsible for the cost of any structural repairs to existing facilities other than Additional Improvements constructed in accordance with clause 34 which are deemed necessary by the Manager except where rendered necessary by any act, omission, neglect, default or misconduct of the Tenant or the Tenant's employees or by its or their use or occupancy of the Premises or by any fittings constructed by the Tenant.

33.2 **BUILDING AND GROUNDS**

The Landlord will undertake all maintenance of and repairs to and/or replacement of:-

(a) Buildings:

(i) Structure;
(ii) Cisterns and pedestals;
(iii) Fabric – walls, ceilings, floor surfaces, removal of external graffiti;
(iv) Shade structures
(v) Roof Gutters – cleaning of roofs, gutters and downpipes;
(vi) Firefighting equipment;
(vii) Services:
- Town water – pipework, metering devices, stop cocks and valves;
- Sewerage and water drains – pipework but excluding blockages which are the responsibility of the Tenant;
- Fire Prevention and Detection Systems – panels, detectors and sprinklers;
- Hot water services;

(b) Light and Power Systems:

(i) Electrical Distribution Systems – wiring, switchboards, metering devices and switches;
(ii) Flood lighting;
(iii) Light fittings (excluding bulbs and tubes);

(c) Pool Water Purification and Circulation System – dosing, circulation and heating devices and equipment; and

(d) Pool Basins, Surrounds and Bulkheads (where applicable);

except where such maintenance or repairs is required as a result of damage or loss caused or contributed to by vandalism, misuse or accidental damage, or by default or negligence of the Tenant or its employees or agents.

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33.3 INTERRUPTION TO TENANT'S USE

The Landlord may require the Swimming Pool and facilities to be closed for any reasonable time without cost or compensation to the Tenant for the purpose of effecting essential structural maintenance and/or repairs and/or major refurbishment.

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Part F IMPROVEMENTS AND FITTINGS

34. CONSTRUCTION OF ADDITIONAL IMPROVEMENTS AND UPGRADE WORKS

34.1 **Additional Improvements and Upgrade Works** - The Tenant will construct the Additional Improvements and Upgrade Works in accordance with the terms of the Joint Development Agreement.

34.2 **Property of Landlord** - The parties acknowledge and agree that the Additional Improvements and Upgrade Works are required to enable the Tenant to carry out the Tenant's Business to the standard required by Clause 10.1 throughout the Term. Upon the expiry or earlier determination of this Lease, all buildings, fixtures and improvements which the Tenant has affixed to the Premises will be in consideration of one dollar ($1.00) become the property of the Landlord without compensation to the Tenant unless the Tenant immediately commences a new lease.

34.3 **No Improvements** - Subject to the provisions of clause 34.1 the Tenant must not effect any improvements nor make any alterations or additions nor suffer any improvements to be effected nor any alterations or additions to be made to in or on the Premises without the prior written permission of the Manager nor until the Tenant has at the cost and expense of the Tenant obtained all relevant statutory approvals, plans and specifications to the satisfaction of the Manager.

34.4 **Substantial and Workmanlike Manner** - All such improvements or additions shall be carried out in a substantial and workmanlike manner with the best materials of their several kinds and to the satisfaction of the Manager and all such improvements shall be deemed Additional Improvements and shall be subject to all the provisions of this Lease concerning Additional Improvements.

34.5 **Works** - On completion of the Works the Tenant shall deliver to the manager the as constructed drawings together with copies of all warranties and tax invoices applicable to the Works. The Works must be completed by the end of the first year of the Term, unless otherwise agreed in writing by the Landlord.

34.6 **No Modifications** - The Tenant must not, without the prior written consent of the Manager, mark, paint, drill into, cut, alter, deface or injure any of the ceilings, doors, walls, partitions, timbers or floors of the Premises or erect or install any fixtures, fittings or other attachments on or to the Premises.

34.7 **Additional Improvements Sign Off** – The Tenant must obtain the Landlord's certification (which the Landlord may provide or withhold in its absolute discretion) that the Additional Improvements have been completed in accordance with Clause 34.1 within two (2) months of the completion of the Works.

34.8 **REMOVAL BY TENANT**

(a) **Tenant's Fittings** - The Tenant may, subject to the provisions of this Lease, at or prior to the expiration or sooner determination of the Term, remove from the Premises all fittings or other articles upon the Premises which were at the time of installation approved in writing to be the Tenant's fittings and which have been paid for by and are the property of the Tenant. The Tenant shall in such removal do no damage to the Premises and must make good any damage which the Tenant may occasion thereto.

(b) **Non Removal if Breach** - If any Rent or other moneys are due by the Tenant to the Landlord or the Tenant has committed any breach of the terms of this Lease which have not been made good or remedied (and whether the Tenant is still in possession or not) the provisions of clause 34.7(a) shall not apply and the Tenant shall neither remove any of its fixtures, fittings or other articles from the Premises nor be entitled by itself or its agents to enter the Premises for the purpose of removing any of the said items.

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(c) **Abandonment of Tenant's Fittings** - Any of the Tenant's fittings or other articles not removed from the Premises at the expiration or sooner determination of the Term shall be deemed to have been abandoned to the Landlord and to have become its property, free of rights, estates or interests of any nature, legal or equitable of the Tenant or any person or corporation claiming by, through or under the Tenant.

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Part G INSURANCES AND INDEMNITIES

35. TENANT'S INSURANCE

35.1 **Tenant to Insure** - The Tenant must during the Term of this Lease at its sole cost and expense obtain and keep in full force and effect in the names of the Tenant the Landlord and all mortgagees of the Premises (as their interests may appear) the following insurances:

(a) **Property** - Insurance upon all property situated in the Premises owned by the Tenant or for which the Tenant is legally liable including but not limited to Additional Improvements and on all fixtures and improvements installed in the Premises by the Tenant, the policies to be for an amount not less than ninety per centum (90%) of the full replacement cost with coverage against at least fire with standard extended coverage and the Tenant shall provide documentary proof of cover to the Manager.

(b) **Public Liability** - Public liability insurance applying to all operations of the Tenant and which will include bodily injury liability and property damage liability personal injury liability products liability contractual liability contingent liability and Tenant's legal liability with respect to the occupancy by the Tenant of the Premises. The policy will be written on a comprehensive basis with limits of not less than twenty million dollars ($20,000,000.00) per occurrence or such higher limits as the Landlord or its mortgagee reasonably requires from time to time.

(c) **General -** Any other form or forms of insurance as the Tenant or the Landlord reasonably requires from time to time in amounts and for perils against which a prudent Tenant would protect itself in similar circumstances, for example but not limited to malicious damage.

35.2 **Insurance Policies** - All insurance policies required by this clause 35 must:

(a) contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord and against those for whom the Landlord is in law responsible whether damage is caused by the act omission or negligence of the Landlord or by those for whom the Landlord is in law responsible. The Tenant releases and agrees to hold harmless the Landlord from and against all liability for any loss or damage to the Tenant its property or improvements, by oversight fault or any other cause; and

(b) be taken out with insurers acceptable to the Landlord and on policies and in forms satisfactory from time to time to the Landlord. Certificates of insurance, or if required by the Landlord or its mortgagee certified copies of each insurance policy will be delivered to the Landlord as soon as practicable after they are taken out. All policies will contain an undertaking by the insurer to notify the Landlord and its mortgagee in writing not less than thirty (30) days prior to any material change in terms, cancellation or other termination of the policies.

35.3 If the Tenant fails to take out or to keep in force any insurance required by this clause 35, or if the insurance is not reasonably approved by either the Landlord or its mortgagee, the Landlord may effect the insurance at the sole cost of the Tenant and all outlays by the Landlord will be payable by the Tenant to the Landlord as additional rent on demand without prejudice to any other rights and remedies of the Landlord under this Lease.

36. LANDLORD'S INSURANCE

The Landlord will insure the Premises against damage by:-

(a) Fire;

(b) Lightning;

(c) Impact by aircraft;

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(d) Earthquake;

(e) Explosion;

(f) Impact by vehicles and animals;

(g) Rainwater; and

(h) Storm and/or tempest,

in broad cover form with repair and replacement terms on terms and conditions reasonable on the market at the time the insurance is affected.

37. ASSUMPTION OF RISK BY TENANT

37.1 The Tenant agrees to occupy and use the Premises at the risk of the Tenant. The Landlord will not in any circumstances be liable to the Tenant for any damage to the plant equipment fixtures fittings merchandise stock-in-trade or any other property of any description of or in the possession of the Tenant and contained in or about the Premises occasioned by:-

(a) water heat fire electricity vermin explosion tempest riot civil commotion bursting pipes or by the entry of water from any source; or

(b) the operation non-operation or malfunction of the Air Conditioning Equipment or the Fire Equipment; or

(c) any other cause.

37.2 The Landlord will not be liable for any loss of profits resulting from the damage even if the damage occurs by reason of:-

(a) any defect in the construction of the Swimming Pool, the Building or of any of the appurtenances in the Building or any of the facilities on the Premises; or

(b) any act or omission by any contractor of the Landlord or any other Tenant of the Building and their respective employees or any member of the public.

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38. INTERRUPTION OF SERVICES

Notwithstanding any implication or rule of law to the contrary, the Landlord will not in any circumstances be liable to the Tenant for any loss or damage suffered by the Tenant for any malfunction failure to function or interruption of or to the water gas or electricity services the Air Conditioning Equipment the Fire Equipment the lifts escalators and travelators (if any) in the Building or any of the appurtenances contained in the Premises or the Building or for the blockage of any sewers wastes drains gutters downpipes or storm water drains from any cause.

39. CONDITION PRECEDENT

Notwithstanding anything contained in this Lease or any implication or rule of law to the contrary, the Landlord will not be in breach of its obligations under this Lease and will not be liable for any damage or loss the Tenant may suffer by reason of the neglect or omission of the Landlord to pay any money to the Tenant or to supply any goods including chemicals to the Tenant or to do any act or thing to or in respect of the Premises of which the Tenant is or ought to be aware and which (as between the Landlord and the Tenant) the Landlord might be legally liable to do unless the Tenant gives to the Landlord notice in writing of that act or omission and the Landlord without reasonable cause fails within a reasonable time to take proper steps to rectify the act or omission.

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40. INDEMNITIES

40.1 The Tenant indemnifies the Landlord, the Minister and the State against all legal proceedings, costs and expenses for which the Landlord, the Minister or the State may become legally responsible whether during or after the Term of this Lease arising from:-

(a) Loss, damage or injury from any cause to property or person caused or contributed to by the neglect or default of the Tenant;

(b) The negligent use by the Tenant of any services to the Premises;

(c) The overflow, leakage or escape of water, fire, gas, electricity or any other harmful agent in or from the Premises caused or contributed to by any act or omission by the Tenant;

(d) The Tenant's failure to notify the Landlord of any defect in any services in the Premises of which the Tenant is aware or ought to be aware;

(e) Loss, damage or injury from any cause to property or person caused or contributed to by the neglect or default of the Tenant in its use of the Premises;

(f) The improper or faulty construction of facilities, trade fixtures or equipment installed in the Premises by the Tenant; and

(g) Any personal injury sustained by any person in or about the Premises.

40.2 For the avoidance of doubt any injury caused by the wilful or negligent conduct of the Landlord its employees or agents is excluded from the Tenant's indemnities under Clause 40.1.

41. INDEMNITY AGAINST NEGLIGENT USE OF EQUIPMENT

The Tenant indemnifies and saves harmless the Landlord, the Minister and the State from all loss or damage occasioned by the negligent use or misuse of the plant, machinery and equipment which forms part of the Premises or of the water, water fittings or fixtures or of the gas or electric light fittings or fixtures or of the closets or conveniences in or belonging to the Premises by the Tenant or by any person or persons claiming under the Tenant and must at the Tenant's own cost and expense pay for all such loss or damage.

42. EXTENSION OF INDEMNITIES

The indemnities in clauses 40 and 41 extend to acts and omissions of the Tenant and any employee, agent, licensee, invitee, subtenant or other person claiming through or under the Tenant.

43. NOT TO PREJUDICE INSURANCE

43.1 **Not Increase Premium** - The Tenant must not do, nor omit to do anything on the Premises which may increase the premium payable by the Landlord under any policy of insurance or which may allow the insurer under a policy of insurance to refuse a claim.

43.2 **Non Standard Condition** - The Landlord may not regard the Tenant as having breached clause 43.1 in the case of a condition of the Landlord's insurance which is not a standard condition for that class of insurance unless the Landlord first notifies the Tenant of the condition, or the Tenant was aware of the condition.

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Part H DEFAULT AND TERMINATION

44. DEFAULT

44.1 The Tenant is in default under this Lease if the Tenant:-

(a) fails to pay a rent instalment within 14 days after the instalment was payable; or

(b) fails to pay any other moneys payable under this Lease within 14 days after the Manager has made written demand for payment; or

(c) does not comply with any notice requiring the Tenant to make strict and prompt fulfilment or observance of any of the covenants or agreements (whether express or implied) in this Lease and on the part of the Tenant to be performed or observed (including covenants and agreements of a negative character); or

(d) where the Tenant is a natural person:-
(i) dies; or
(ii) commits an act of bankruptcy; or
(iii) is made bankrupt; or
(iv) is subject to an arrangement under Part 4 of the Bankruptcy Act 1966; or
(v) is unable personally to control the Tenant's own affairs for any reason; or

(e) where the Tenant is a corporation:-
(i) is wound up; or
(ii) has an official manager appointed to it; or
(iii) is subject to an order for winding-up, or reconstruction; or

(f) has a receiver, a receiver and manager, an agent in possession, a trustee, or a guardian appointed in respect of any property of the Tenant; or

(g) is declared insolvent by a court of competent jurisdiction; or

(h) has execution levied against any property of the Tenant; or

(i) has a Mortgagee enter into possession of any property of the Tenant; or

(j) if the Guarantor fails to execute this Lease.

44.2 The Tenant is in default under this lease if the Guarantor:-

(a) fails to execute this Lease; or

(b) where the Guarantor is a natural person:-

(i) dies; or
(ii) commits an act of bankruptcy; or
(iii) is made bankrupt; or
(iv) is subject to an arrangement under Part 4 of the Bankruptcy Act 1966; or
(v) is unable personally to control the Guarantor's own affairs for any reason; or

(c) where the Guarantor is a corporation:-

(i) is wound up; or
(ii) has an official manager appointed to it; or
(iii) is subject to an order for winding-up, or reconstruction; or

(d) has a receiver, a receiver and manager, an agent in possession, a trustee, or a guardian appointed in respect of any property of the Guarantor; or

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(e) is declared insolvent by a court of competent jurisdiction; or

(f) has execution levied against any property of the Guarantor; or

(g) has a Mortgagee enter into possession of any property of the Guarantor,

45. RE-ENTRY

45.1 **Default** - If the Tenant is in default under this Lease, and where section 124 of Property Law Act 1974 applies, upon the Landlord complying with that section, the Landlord may:-

(a) without further notice re-enter the Premises; or

(b) determine this Lease by one day's written notice to quit.

45.2 **Re-Entry or Notice to Quit** - On the Landlord's re-entry, or the expiry of the notice to quit:-

(a) this Lease is determined; and

(b) the Tenant and the Guarantor remain liable to the Landlord in addition to any other Landlord's remedy, for:-

(i) damages flowing from the breach;
(ii) damages for loss of bargain; and
(iii) damages and any other remedy for any other breach of a Tenant's Covenant; and

(c) the Landlord may demand payment under the Security Bond; and

(d) the Landlord is discharged from all obligation to the Tenant and the Guarantor under this Lease, including each of the Landlord's Covenants.

46. LANDLORD MAY REMEDY DEFAULT

46.1 **Failure to Observe Covenant** - If the Tenant fails to observe a Tenant's covenant, the Landlord may remedy the default.

46.2 **Remedy Default** - The Tenant irrevocably authorises the Landlord to do each act, and thing, and execute each instrument necessary to remedy the default either as principal, or as agent for the Tenant.

46.3 **Liquidated Claim** - The Tenant must pay the Landlord on demand as a liquidated claim:-

(a) all expense incurred by the Landlord in remedying a default; and

(b) all loss suffered by the Landlord, including consequential loss, in connection with the default.

47. TENANT VACATING

47.1 If, during the Term, the Tenant vacates, or abandons the Premises, the Tenant must continue:-

(a) to pay the Rent;

(b) to pay all other moneys payable by the Tenant under this Lease; and

(c) to observe each of the Tenant's Covenants.

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47.2 The Landlord's accepting delivery of:-

(a) keys; or

(b) access keys; or

(c) possession of the Premises; or

(d) a surrender of this Lease; or

(e) the Tenant's copy of this Lease; or

(f) all, or any combination of these things,

in the absence of a written acknowledgment of acceptance of a surrender, may not be regarded by the Tenant as:-

a. a surrender, including a surrender by operation of law, of the Lease; or
b. a waiver, or release of any Tenant's Covenant; or
c. a waiver of any breach of a Tenant's Covenant.

48. DAMAGES

48.1 **Damages** - If the Landlord:-

(a) re-enters, or terminates this Lease due to the Tenant's defaulting; or

(b) determines this Lease by accepting the Tenant's repudiation,

then, in addition to any other Landlord's remedy, the Tenant, and the Guarantor must pay to the Landlord:-

a. damages flowing from the default;
b. damages for loss of bargain;
c. damages for any other breach of a Tenant's Covenant; and
d. the Landlord's costs of terminating this Lease.

48.2 **Damages for Entire Term** - The Tenant, and the Guarantor must pay damages under this clause for the entire Term.

48.3 **Damages Calculated** - The Landlord's damages must be calculated without regard to:-

(a) the Tenant's abandoning, or vacating of the Premises; or

(b) the Landlord's re-entering, or terminating this Lease; or

(c) the Landlord's accepting the Tenant's repudiating this Lease; or

(d) the surrender of this Lease including by operation of law.

49. CONCURRENT ACTIONS

The Landlord may pursue each remedy for a breach of this Lease against the Tenant, or the Guarantor, or both concurrently with any one, or more other remedies.

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Part I SUBLETTING, MORTGAGING AND ASSIGNMENT

50. SUBLETTING

The Tenant must not without the prior consent of the Manager assign, sublease, hold on trust, part with possession of, share possession of, share occupation of, or grant a right to use the Premises, or the Tenant's estate, or interest under this Lease.

51. MORTGAGING

51.1 **Not Mortgage Charge or Encumber** - Tenant must not mortgage, charge, or encumber:

(a) the Tenant's estate or interest under this Lease, or both and not unless the Tenant first obtains the Manager's written consent; and

(b) any Tenant's Property on the Premises.

51.2 **Manager's Consent**

(a) The Tenant must obtain the Manager's written consent before bringing any Tenant's Property onto the Premises unless the Tenant's property is the absolute unencumbered property of the Tenant.

(b) If the Manager consents to a Tenant's application under this clause, the Manager may require the Tenant, and each person claiming any interest, right, or title in the Tenant's Property to enter into a deed of covenant regulating the installation, and removal of the Tenant's property, and any dealing with the Tenant's estate or interest under this Lease, or both by the holder of the security.

52. ASSIGNMENT

52.1 If the Tenant first:-

(a) gives the Landlord at least 30 days' prior written notice of the proposed dealing with the Tenant's estate or interest in this Lease accompanied by the Adequate Particulars;

(b) is not in default in observing a Tenant's Covenant when giving notice under the previous subclause and if the Landlord consents to the proposed dealing, when the proposed dealing takes effect;

(c) offers in writing to surrender this Lease to the Landlord for the same consideration (excluding any consideration for the Tenant's Property) and on the same terms and conditions regarding payment as the Tenant proposes to assign this Lease;

(d) within 30 days after receipt by the Landlord of that offer, the Landlord does not accept that offer; and

(e) proposes to deal with an assignee who, the Tenant satisfies the Landlord, is:-

(i) respectable; and
(ii) responsible; and
(iii) suitable; and
(iv) solvent; and
(v) sufficiently financial; and
(vi) capable of observing each Tenant's Covenant for the balance of the Term, and any potential renewal of the Term; and
(vii) not likely to create a security risk on the Premises; and
(viii) sufficiently experienced in carrying on the Permitted Use; and

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(ix) who enters into a deed with the Landlord containing:-

(A) a Covenant to observe each Tenant's Covenant; and
(B) a Power of Attorney similar to clause 57; and
(C) if the Landlord requires a new fit-out, or re-decoration, or both, of the Premises, a Covenant to complete that work to the Landlord's satisfaction within the period stipulated by the Landlord;
(D) any other Covenant the Landlord may reasonably require; and

(x) who delivers to the Landlord:-

(A) if a trustee of a unit trust, a guarantee by the unit holders of that trust, and if a unit holder is also a trustee, by each beneficiary of the trust who is not under a disability, and, in the case of a corporate trustee, of each director, and principal shareholder of the trust to secure the observing of each Tenant's Covenant or the assignee's other Covenants, or both;
(B) if a trustee of a trust, other than a unit trust, a guarantee by each beneficiary of the trust who is not under a disability, and, in the case of a corporate trustee, each director and principal shareholder of the trust to secure the observing of each Tenant's Covenant or the assignee's other Covenants, or both;
(C) if required by the Landlord, a security for a sum nominated by the Landlord in approving the assignment; and
(D) each other Bond, Covenant, Guarantee, Guarantor' Power of Attorney, and Indemnity as the Landlord may require to secure the observance of each Tenant's Covenant, or the assignee's other Covenants, or both; and

(xi) enters into a deed with the Landlord:-

(A) releasing the Landlord from each claim the Tenant has, or may subsequently have against the Landlord in connection with the Lease; and
(B) any other Covenant the Landlord may reasonably require; and

(xii) who delivers to the Landlord a written undertaking:-

(A) to deliver to the Landlord an executed stamped copy of each agreement made between the Landlord and the assignee in relation to the proposed dealing; an
(B) if required by the Landlord, to register the proposed dealing in conjunction with the Landlord,

the Tenant may assign the whole of the Tenant's estate as interest in this Lease to the assignee.

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53. TENANT'S ACKNOWLEDGMENT

The Tenant acknowledges that each condition specified in clause 52 is reasonable.

54. CORPORATE CONTROL

54.1 **Corporation** - Where the Tenant is a corporation, and while the Tenant is not a Listed Company, the Tenant must obtain the prior written consent of the Landlord before a change occurs in more than 50% of the beneficial holding or control of a Prescribed Right in the Tenant when compared to the circumstances prevailing at the Control Date.

54.2 **Landlord's Consent** - To obtain the Landlord's consent under this clause, the Tenant must:-

(a) give the Landlord at least 30 days prior written notice of the proposed change;

(b) when giving this notice, not be in default in observing a Tenant's Covenant;
(c) satisfy the Landlord that each person who will hold a Prescribed Right in the Tenant after the proposed change is:-

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(i) respectable; and
(ii) responsible; and
(iii) suitable; and
(iv) solvent; and
(v) sufficiently financial; and
(vi) not likely to create a security risk on the Premises; and

(d) satisfy the Landlord that after the proposed change, the Tenant will be:-

(i) respectable; and
(ii) responsible; and
(iii) suitable; and
(iv) solvent; and
(v) sufficiently financial; and
(vi) not likely to create a security risk on the Premises.

54.3 **Consent Requirements** - If the Landlord consents to the proposed change, the Landlord may require each person:-

(a) who proposes to acquire a Prescribed Right; and
(b) who is not already a guarantor of this Lease,

to execute a Guarantee in favour of the Landlord on terms similar to Annexure A.

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Part J GENERAL

55. QUIET ENJOYMENT

If the Tenant observes each Tenant's Covenant, the Tenant may hold the Premises during the Term peaceably, and without interruption, or disturbance by the Landlord, or any person claiming under, or in trust for the Landlord.

56. NOTICE

Any demand, notice or document required to be made, given or served on the Tenant shall be sufficiently given or served on the Tenant if left addressed to the Tenant on the Premises or forwarded to the Tenant by post or sent by fax or left at the Tenant's last known address in Queensland. Such demand, notice or document sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent whether or not it is actually received.

57. POWER OF ATTORNEY

In consideration of this Lease the Tenant irrevocably makes nominates constitutes and appoints and in his place and stead puts and deputes the Landlord and the Lord Mayor and the Chief Executive Officer for the time being of the Landlord the true and lawful attorney and attorneys of him the Tenant at the expense in all things of him the Tenant and as his act and deed:

(a) to make, do, sign, seal, execute and deliver all and every instrument or instruments, deed or deeds as the Landlord the said attorney or attorneys may in the absolute discretion of it them or either of them see fit for further assuring to the Landlord the powers rights and privileges hereinbefore conferred or expressed or intended so to be;

(b) to execute and procure the registration of a Surrender of any Lease or any assignment of Lease without any payment of compensation to the Tenant and from time to time to appoint a substitute or substitutes and such appointment at pleasure to revoke and another or others to appoint; and

(c) GENERALLY to do, execute and perform all acts, matters and things whatsoever relating to the Premises as fully and effectually to all intents and purposes as the Tenant could do if the powers herein contained had not been conferred by the Tenant, the Tenant hereby ratifying and confirming and covenanting to ratify and confirm all and whatsoever the Landlord and the said attorney and attorneys and its and their substitute or substitutes shall lawfully do or cause to be done in or about the premises AND ALSO agreeing not to revoke the powers hereby conferred or any of them at any time during the continuance of this Lease.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the powers conferred by this clause shall not be exercised by the said attorney or attorneys unless default shall have been made in the observance, performance or fulfillment of some one or more of the covenants, agreements, conditions, restrictions, provisos and reservations herein contained or implied and on the part of the Tenant to be observed, performed or fulfilled. Sufficient proof of such default shall for all purposes whether incidental to registration or otherwise be the statutory declaration of any authorised person acting on behalf of the Landlord.

58. LAND TITLE ACT & PROPERTY LAW ACT

This Lease, in addition to the covenants and conditions herein contained, shall be subject to the covenants, agreements, conditions, restrictions, provisos and reservations implied herein by the Land Title Act 1994 and the Property Law Act 1974 or such modifications or additions of any of the same as herein appear.

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59. WAIVER

No waiver by the Landlord or the Manager of any breach of any covenant, agreement, condition, restriction or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or of any other covenant, agreement, condition, restriction or provision contained in or implied in this Lease. The only waiver by the Landlord or the Manager having any effect hereunder shall be a waiver in writing by the Landlord.

60. NO MORATORIUM

The provisions of any moratorium act or regulations or any act and regulations now in force or to come into force whether promulgated by either the Commonwealth of Australia or of the State of Queensland which may in any way tend to defeat restrain restrict or delay the rights remedies or powers of these presents reserved or granted to the Landlord or to reduce the Rent hereby reserved or other moneys payable by the Tenant to the Landlord shall not apply to these presents and the covenants of the Tenant.

61. NO WARRANTY FOR SUITABILITY

The Tenant acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the Premises or the buildings, structures or other improvements for any business to be carried on therein or to the fittings, fixtures, facilities and amenities on the Premises or the buildings, structures or other improvements otherwise than contained in this Lease.

62. INSPECTION

The Tenant will upon receipt of 2 days' notice in writing from the Manager permit the Landlord and its servants and agents and all other persons authorised by the Manager to enter upon the Premises at all reasonable times during one week in the month immediately preceding the advertised closing date for tender of the Premises and during any period of holding over to inspect all parts of the Premises including the Residence (if any) or as otherwise agreed by the parties.

63. TRUST LAND

63.1 The Tenant acknowledges that -

(a) The land upon which the Premises are located has been granted in trust to the Council for recreation purposes.

(b) This Lease is subject to the approval of the Minister being obtained under the Land Act 1994.

(c) This Lease will be null and void if that approval is withheld.

(d) The Tenant may not transfer, mortgage or sublet this Lease or the Premises without the prior approval of the Minister.

(e) If at any time the land on which the Premises are located reverts to the State under the Land Act 1994, this Lease will terminate without any further notice on the part of the Council and without the Tenant being entitled to any compensation from the Council, but the Tenant will be entitled to receive a refund of a proportionate part of the rent and money payable under clause 1.

(f) The Tenant will hold the Premises so that the Premises are used for the purpose for which the land where the Premises are located was granted to the Council in trust without undue interruption or obstruction.

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64. HOLDING OVER

Intentionally Deleted.

65. MISCELLANEOUS

65.1 No partnership, joint venture etc.

(a) Despite any provision of the Local Government Act 1994, nothing in this Lease is to be taken or construed as creating the relationship of a partnership or a joint venture or principal and agent between the Landlord and the Tenant, or as granting to the Tenant any interest in the Premises.

(b) Neither the method nor computation of the amounts payable to the Landlord nor the rights of the Tenant relating to the Premises nor any acts of the parties will be taken as creating any relationship between the Landlord and the Tenant other than the relationship of an owner of the Premises and Tenant of the Business.

65.2 Approvals of Landlord - In any case where the approval of the Landlord is required in respect of this Lease, the approval may be given on such conditions as the Landlord see fits, or withheld in the absolute discretion of the Landlord (except where otherwise expressly provided in this Lease).

65.3 Exercise of Landlord's Rights

(a) Any authorised officer of the Landlord may exercise any right of the Landlord under this Lease.

(b) Without limiting the above, where the opinion or belief of the Landlord is relevant, or matters are required to be satisfactory to the Landlord, an authorised officer of the Landlord may, on behalf of the Landlord, form the opinion or belief or determine whether or not any relevant matter is satisfactory.

65.4 Value of benefits

(a) Where the monetary value of a right or benefit received by a person is relevant for the purpose of this Lease, that value must be determined in good faith by an officer of the Landlord with experience in public venue management or asset management.

(b) If the Tenant disputes that determination and the parties cannot reach agreement within 30 days, either party may refer the issue to an expert for determination.

65.5 Waiver

(a) All Rights of the Landlord under this Lease will remain and continue in full force despite any apparent waiver, neglect, forbearance, omission or delay in the enforcement of them on any prior occasion for any reason.

(b) No employee or agent of the Landlord has authority to waive any of the right of the Landlord under this Lease or to represent that that right will not be exercised either temporarily or permanently or to give any warranty, consent or promise or to agree to any variation, other than by a document signed by an employee or agent who is authorised to do so.

(c) No purported waiver, representation, warranty, consent or promise of the Landlord shall have any force or effect unless so signed, and any such waiver, representation, warranty, consent or promise shall be effective only in the specific instance to which it relates and for the specific purpose for which it was given.

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65.6 **Choice of law** - This Lease is governed by and is to be construed in accordance with the laws of the State of Queensland.

65.7 **Jurisdiction** - Any action, suit or proceeding relating in any way to this Lease may be instituted, heard and determined in a court of competent jurisdiction in Queensland.

Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

Each party irrevocably waives any objection which it may now or in the future have to the laying of venue of any action, suit or proceeding relating in any way to this Lease brought in such court.

Each party irrevocably waives any claim that any such action, suit or proceeding brought in any such court is brought in an inconvenient forum.

65.8 **Guarantee and Indemnity** - The Tenant shall if required by the Landlord provide a Guarantee and Indemnity in the form in Annexure A by a guarantor approved by the Landlord.

65.9 **Capacity of Brisbane City Council** – The Tenant acknowledges that the Council's execution of this Lease shall not in any way restrict, influence or otherwise affect the Brisbane City Council's exercise of its powers and duties as a Local Government or Town Planning Authority.

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Part K OPTIONS

Intentionally deleted

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Part L DEFINITIONS AND INTERPRETATION

66. DEFINITIONS

In this Lease:-

"**Additional Improvements**" means the additional improvements to be constructed by the Tenant to a value that is equal to or greater than the Nominated Dollar Value and includes the additional improvements in Annexure D, together with any other additional improvements first approved in writing by the Manager as Additional Improvements;

"**Adequate Particulars**" means in relation to each proposed assignee referred to in clause 52:-

(a) the full name and address; and
(b) if an individual, a character reference; and
(c) a business reference; and
(d) a summary of assets and liabilities prepared and signed by a public accountant; and
(e) information and authorities necessary to obtain a bank reference and credit report; and
(f) if a corporation, a copy, including each amendment, if any, of the current Memorandum and Articles of Association, and the Certificate of Incorporation; and
(g) if a trustee, a stamped copy, including each amendment, if any, of the Trust Deed; and

in relation to each proposed guarantor of the assignee referred to in clause 52:-

(h) the full name and address; and
(i) a character reference; and
(j) a business reference; and
(k) a summary of assets and liabilities prepared and signed by a public accountant; and
(l) information and authorities necessary to obtain a Bank reference and credit report; and
(m) if a corporation, a copy, including each amendment, if any, of the current Memorandum and Articles of Association, and the Certificate of Incorporation; and
(n) if a trustee, a stamped copy, including each amendment, if any, of the Trust Deed; and
(o) a copy of each written agreement made between the Tenant and an assignee referred to in Clause 52 concerning the proposed dealing; and
(p) each other particular that the Landlord may reasonably require.

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"**Air-conditioning Equipment**" means the plant electrical installations ductwork and diffusers used for the manufacture and reticulation of conditioned air throughout the Building and includes all mechanical ventilation;

"**Building**" means the building or buildings of the Landlord erected or to be erected on the Premises;

"**Commencement Date**" means the date stated in Item 1 of the Reference Schedule;

"**Control Date**" means the latest of:-

(a) the Commencement Date; and
(b) the date, if any, on which the Landlord last consented to an assignment of this Lease; and
(c) the date, if any, on which the Landlord last consented to a change in a Prescribed Right under this clause;

"**Contract**" means the Contract constituted by the Tenant's tender and the Landlord's acceptance thereof and the accompanying documents referred to in the Tenant's tender and the Landlord's acceptance (all of which have been exhibited to the Landlord and to the Tenant at the time of execution of this Lease and have been initialed by the Landlord and the Tenant or its or their duly authorised agents for the purpose of identification);

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"**Covenant**" includes an acknowledgment, agreement, condition, declaration, indemnity, promise, provision, representation, requirement, restriction, rule, stipulation, term, undertaking and warranty;

"Daily Records" means the records stipulated in clause 4.1;

"Fire Equipment" includes all stop-cocks hydrants fire hoses fire alarms fire sprinklers and other fire prevention extinguishing and detection equipment in the Building;

"**GST**" means a goods and services tax or other similar tax payable by the Landlord in respect of a supply under this Lease;

"**Guarantor**" means the guarantor named in Item 14 of the Reference Schedule;

"**Joint Development Agreement**" means the agreement entered into between the Landlord and the Tenant for the construction of Additional Improvements and Upgrade Works dated / / 2013.

"**Landlord**" means the Lessor named in Item 1 of the Form 7 to this Lease;

"**Lease**" means this Lease and each Annexure, Exhibit and Schedule referred to in this Lease;

"**Listed Company**" means:

(a) a company in which the shares are listed on a member exchange of the Australian Associated Stock Exchanges; or
(b) a foreign corporation in which the securities are quoted for trading on a stock exchange, or other market for public trading in securities.

"**Manager**" means the Landlord's Manager - City Venues or an officer duly authorised by the Landlord;

"**Minister**" means the Minister of the State of Queensland administering the Land Act 1994 from time to time;

"**Nominated Dollar Value**" means the dollar value noted in Item 2 of the Reference Schedule;

"**Outgoings**" means the Tenant's outgoings as set out in clause 1.2;

"**Premises**" means the land described in Item 5 of the Form 7 to this Lease;

"**Permitted Use**" means the use specified in Item 4 of the Reference Schedule;

"**Rent**" means the rental amount in Item 2 of the Reference Schedule.

"**Residence**" means the residence which forms part of the Premises (if any);

"**Scheduled Swimming Season**" means from and including the first Saturday of the student second semester mid semester vacation to be observed by State Schools in Brisbane as determined from time to time by Regulation and made pursuant to the provisions of the Education Act 1964 as amended to and including the last Sunday of the student first semester mid semester vacation to be observed by State Schools in Brisbane as determined by Regulation made pursuant to the provisions of the Education Act 1964 as amended;

"**Security Bond**" means a guarantee from a bank to pay to the Landlord on demand the sum set out in Item 2 of the Reference Schedule;

"**State**" means the State of Queensland;

"**Statute**" includes an Act, By-Law, Order in Council, Local Law, Proclamation, Regulation and Rule;

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"**Swimming Pool**" means and includes any Swimming Pool, wading pool, diving pool or any other pool which is now on or included in the Premises or which may at anytime during the continuance of this Lease be constructed, provided or brought upon the Premises;

"**Stipulated Rate**" means a percentage interest rate per annum equal to the prime lending rate charged by the Landlord's bank plus three (3) percent;

"**Subsidy**" means the subsidy amount in Item 2 of the Reference Schedule

"**Swimming Club**" means any recognized swimming club as determined by the Manager

"**Tenant**" means the Lessee named in Item 3 of the Form 7 and where the Tenant is a natural person, each executor, administrator, successor and permitted assign of the Tenant and where the Tenant is a corporation, each successor and permitted assign of the Tenant;

"Tenant's Business" means the business of operating the Swimming Pool for use by members of the public as required by the Manager, including a lap swimming facility and coaching facility, and any other ancillary business first approved in writing by the Manager.

"**Tenant's Manager**" means a person who is appointed by the Tenant and has those qualifications set out in clauses 10(a) to 10(d) and 11 of Annexure B to this Lease and who has proved to the Manager that he is a respectable, responsible, fit and proper person and able to carry out the supervision of the Premises;

"**Term**" means the period specified in Item 1 of the Reference Schedule;

"**Works**" means the construction of the Additional Improvements;

"**Prescribed Right**" means:

(a) a voting right; or
(b) an income participation right; or
(c) a capital participation right; or
(d) any combination of these rights.

67. INTERPRETATION

In interpreting this Lease, and unless necessarily excluded by the context:-

(a) the masculine gender includes the feminine and neuter genders, the feminine gender includes the masculine and neuter genders, and the neuter gender includes the masculine and feminine genders;

(b) the singular number includes the plural number, and the plural number includes the singular number, including in a defined expression;

(c) a derivative of an expression defined in this Lease has a corresponding meaning;

(d) a Covenant by two or more persons is deemed to be made jointly and severally by each of those persons;

(e) clause headings are ignored;

(f) a reference to a Statute includes:-

(i) an enactment amending the Statute and an amendment, and an enactment substituted for a Statute;
(ii) an award, employment agreement, and industrial agreement;

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(iii) a notice given under a Statute;
(iv) a requirement of a person under a Statute;
(v) a reference to a party comprising more than one person includes any one or more of those persons;
(vi) a reference to a thing includes the whole as well as any one or more parts of the thing;
(vii) a Covenant by a person not to do something includes a Covenant by that person not to allow, attempt, permit, or suffer the doing of that thing; and

(g) reference to an Item means a reference to an Item in the Reference Schedule.

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ANNEXURE A

1. GUARANTEE

In consideration of the Landlord at the request of the Guarantor having entered into or having agreed to enter into this Lease with the Tenant, which request is testified by the execution of this guarantee and indemnity ("this Guarantee") by the Guarantor, the Guarantor unconditionally guarantees to the Landlord:-

(a) the due and timely payment by the Tenant of all Rent and other moneys whatever payable by the Tenant to the Landlord under or arising out of this Lease and any renewal, extension, variation, substitution or over holding of it or otherwise payable by reason of any use, occupation or other tenancy of the Premises by the Tenant; and

(b) the timely performance and observance of all the covenants and obligations of the Tenant expressed or implied under this Lease.

2. INDEMNITY

The Guarantor indemnifies the Landlord and agrees at all times to keep the Landlord fully indemnified from and against all actions, claims demands, remedies, suits, injuries, damages, losses, costs, expenses, liabilities, proceedings, rights of action, claims for compensation or abatement and any other expenditure of any nature whatever incurred or likely to be incurred by the Landlord consequent upon or arising directly or indirectly out of any circumstances, including any one or more or all of the following circumstances:

(a) any breach or non-observance by the Tenant of any covenant or condition under this Lease or any renewal, extension, variation, substitution or over holding of it; or

(b) any non-enforceability of this Lease by the Landlord against the Tenant, including any disclaimer of this Lease by any liquidator of the Tenant for the residue of the Term that would have remained if there had been no disclaimer.

3. LIABILITY OF GUARANTOR

The rights and remedies of the Landlord and the liability of the Guarantor under this Guarantee shall not be prejudiced or affected in any way or by anything or by any circumstances whatever, including any one or more or all of the following circumstances (with or without notice to the Guarantor):-

(a) the granting of any time, credit, waiver, forbearance, concession or other indulgence at any time by the Landlord to the Tenant and to the Guarantor and to any other person or to any one or more of them;

(b) any absolute or partial release, discharge or compromise of or with the Tenant, the Guarantor and any other person or any one or more of them;

(c) any variation of this Lease, including any variation of the Term, any variation of the area of the Premises or the quantum of any Rent or other moneys from time to time payable under this Lease or any one or more of the same, any further or other Lease or right of occupation of the Premises granted by the Landlord to the Tenant for any reason, including pursuant to any option to renew or extend the Term, any further term or other variation or substitution imposed by law or otherwise agreed by the Landlord and the Tenant, and any holding over by the Tenant under this Lease;

(d) any composition, compromise, release, discharge, arrangement, abandonment, waiver, variation, relinquishment, exercise, grant or renewal (either wholly or partly) of any security or right held by the Landlord in respect of the Tenant or any other person;

(e) any assignment, subletting or other dealing whatever by the Tenant of this Lease and of the Premises or any of the same either with or without the consent of the Landlord;

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(f) any expiration of the Term or other termination of this Lease (whether by effluxion of time, termination, repudiation, abandonment, re-entry, acceptance of repudiation, full or partial surrender or otherwise or this Lease becoming void or voidable);

(g) (where the Tenant and the Guarantor or any of them is or includes a natural person) the death, disability, bankruptcy, infancy, deed of arrangement, assignment or composition for the benefit of creditors of the Tenant and the Guarantor or any of them or (where the Tenant and the Guarantor or any of them is or includes a corporation) any de-registration, liquidation, winding up scheme of arrangement, reduction of capital, capital reconstruction or the appointment of any receiver or receiver and manager (whether by any Court or under any powers contained in any instrument) or official management of the Tenant and the Guarantor or any of them or any other demise of the Tenant and the Guarantor or any of them or notice of any of those circumstances;

(h) the completion of this Lease by or on behalf of the Landlord pursuant to an agreement in that regard;

(i) any non-perfection of the estate of the Tenant under this Lease, including the non-registration of this Lease for any reason whatever and that the consent of any other person may be required to this Lease or any of the same;

(j) any sale, transfer, assignment or other dealing of any kind whatever by the Landlord of the whole or any part of its interest in the Premises and this Lease or any of the same with or without notice to the Tenant and the Guarantor or any of them; or

(k) any other act, omission, neglect, default, misconduct, event, security or thing of any description whatever that under the law relating to sureties would or might otherwise have the effect (either at law or in equity or by statute or otherwise) of releasing, discharging or otherwise affecting the liability of the Guarantor either in whole or in part under this Guarantee.

4. GUARANTEE APPLIES TO VARIATIONS AND RENEWALS OF LEASE

The obligations of the Guarantor under this Guarantee shall apply and extend to the payment of all Rent and other moneys and performance by the Tenant under or by reason of any variation of this Lease, including any variation of the Term, any variation of the area of the Premises or the quantum of any Rent or other moneys from time to time payable under this Lease or any one or more of the same, any further or other Lease or right of occupation granted by the Landlord to the Tenant for any reason, including pursuant to any option to renew or extend the Term, any further term imposed by law or otherwise agreed by the Landlord and the Tenant, and any period of holding over by the Tenant under this Lease with or without any consent by or notice to the Guarantor.

5. GUARANTEE IS IRREVOCABLE AND CONTINUING

This Guarantee shall be irrevocable and continuing and shall extend to cover all obligations of the Tenant to the Landlord however arising and shall continue and remain in full force and effect until the due performance and observance by the Tenant of all its covenants under this Lease.

6. GUARANTOR IS A PRINCIPAL DEBTOR

Notwithstanding that as between the Guarantor and the Tenant the Guarantor may be a surety only, nevertheless as between the Guarantor and the Landlord, the Guarantor (as an independent covenant and as a party to this Lease) shall be deemed to be a principal debtor jointly and severally with the Tenant.

7. WAIVER OF RIGHTS

To the fullest extent permitted by law, the Guarantor waives all its rights either as surety or indemnifier (whether legal, equitable, statutory or otherwise) that may at any time be inconsistent with this Guarantee.

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8. GUARANTOR NOT TO PROVE IN LIQUIDATION

The Guarantor shall not prove or claim in any bankruptcy, composition, arrangement or assignment for the benefit of creditors, winding up, liquidation, appointment of any receiver or receiver and manager of the Tenant or other demise of the Tenant until the Landlord has received one hundred cents in the dollar in respect of all Rent and other moneys payable by the Tenant to the Landlord under this Lease, unless otherwise required and in the manner directed by the Landlord. The Guarantor shall in any case where the Guarantor receives any such moneys, hold all such moneys separately in trust and charged for the benefit of the Landlord under this Lease.

9. GUARANTEE INURES

If the interest of the Landlord in this Lease is transferred or assigned by the Landlord to any person, the benefit of this Guarantee shall, without any further agreement or notice, be deemed to extend to and inure concurrently with the Landlord and for the benefit of any such transferee or assignee and any subsequent transferee or assignee notwithstanding any such transfer or assignment. The Guarantor shall at the cost of the Landlord enter into such covenants with the Landlord and such transferee or assignee or any one or more of them as the Landlord may require in confirmation of the same.

10. MISCELLANEOUS

If this Guarantee is not dated, the date of this Guarantee shall be the date of the Lease. In this Guarantee, references to "this Lease" shall include a Lease at law, in equity and by statute and any agreement for Lease arising upon execution of the instrument constituting the same, and any other use, occupation or other tenancy of the Premises by the Tenant.

SIGNED, SEALED AND DELIVERED by)
)
)
)
on 18th of JUNE 2013)
)
as Guarantor in the presence of:)

49-Sch4 - Personal Information

.....

.....
Witness

SIGNED, SEALED AND DELIVERED by)
)
)
)
on 18 of JUNE 2013)
)
as Guarantor in the presence of:)

49-Sch4 - Personal Information

.....

49-Sch4 - Personal Information

.....
Witness

RTI DL RELEASE - DNRM

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ANNEXURE B

RULES AND REGULATIONS

ANNEXURE B
RULES AND REGULATIONS

1. Should the Tenant be a Company those obligations, duties, acts and things which under the provisions of this Lease are required to be performed, carried out and done by a person shall be performed, carried out or done by a person employed by the Tenant, who has first been approved of by the Manager and such person shall possess the knowledge and qualifications which this Lease either expressly or impliedly requires the Tenant to possess.

2. The Tenant shall employ such number of attendants as are required to be on duty from time to time to ensure the proper supervision of the Swimming Pool and to ensure public safety and the protection of the landlord's property at all times and shall advise the Landlord of the number of attendants that shall be employed at any time. The Tenant and each such attendant shall have those qualifications set out or referred to in Clause 10 and Clause 11 of these Rules and Regulations. The Tenant must comply with the minimum lifeguard ratio set out in Royal Life Saving Society "Guidelines for Safe Pool Operations".

3. The Tenant shall ensure that his employees sign a daily attendance book with details of hours of duty, and that book must at all times be available for inspection by the Manager or any officer authorised by him for that purpose.

4. The Tenant shall ensure that his employees wear, whilst on duty, a means of identification to the satisfaction of the Manager.

5. The Tenant shall be, and shall ensure that all of his employees are neat and clean in appearance, courteous to the public and in a state of strict sobriety at all times whilst in any part of the Premises open to use by members of the public.

6. The Tenant shall maintain and shall ensure that his employees maintain a state of good public relations with persons resorting to and using the Premises.

7. The Tenant shall not make and shall ensure that all employees do not make any press or public comment concerning the Premises unless with the express permission of the Manager.

8. The Tenant shall not make comment on any public forums including social media regarding any terms or conditions included in the lease. Social media can be used to promote or advertise the venue and programs conducted at the venue.

9. The Tenant shall personally attend meetings each month (or at such other times as may be determined from time to time by the Manager) with the Manager or his nominated representative and at these meetings produce the following information:

   (a) records of attendances for the month (including adult/child/carnivals/programmes such as Learn to
   (b) Swim/other usages);
   (c) water quality test results;
   (d) details of chemicals received and filter backwashing;
   (e) plant operations;
   (f) staff attendance records including evidence of qualifications/certifications;
   (g) accident and incident report records;
   (h) any other reports as requested by the Manager.

10. The Tenant shall at all times when required so to do by the Manager, satisfy the Manager that he the Tenant is fully competent and qualified in lifesaving resuscitation and First Aid methods of the type and standard required by the Manager and during such times the Premises are available for use by members of the public the Tenant shall not absent himself from the Premises except when placing in charge of the Premises during the Tenant's absence, a person who is fully competent and qualified in lifesaving resuscitation and First Aid methods of the type and standard required by the Manager.

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11. (a) The minimum lifesaving qualification which the Manager will require of the Tenant, any person that may be appointed from time to time by the Tenant and all Swimming Pool attendant staff shall be a current "Pool Lifeguard" award issued by The Royal Life Saving Society Australia. All other staff employed at the Swimming Pool shall be the holder of a current "Resuscitation" award issued by any one of the following competent authorities:

    (i) The Royal Life Saving Society Australia;
    (ii) The Surf Life Saving Association;
    (iii) The St. John Ambulance Association; or
    (iv) The Red Cross Society.

    (b) The Tenant, the person placed in charge by the Tenant during his absence and all other staff employed at the Swimming Pool must have current certification from a qualified examiner.

    (c) The minimum First Aid qualifications which the Manager will require of the Tenant or any person that may be appointed from time to time by the Tenant and all pool attendants shall be the Senior First Aid Certificate issued by the St. John's Ambulance Association or the Red Cross Society or the Queensland Ambulance Service or the Royal Life Saving Society Australia.

    (d) The Tenant and all staff must hold a Blue Card issued by the State Government.

    (e) The Tenant and all staff must hold any other qualification as required by legislative requirements.

12. The Tenant shall be required to have successfully completed "The Swimming Pool Plant Operation Course" or a similar course acceptable to the Manager or shall undertake and complete such a course forthwith upon taking possession of the Premises.

13. The Tenant shall be responsible for the running and cleanliness of the water purification and filtration plant and shall observe and comply with any direction that may be given in respect thereof by the Manager.

14. In particular, the Tenant shall comply with the requirements of the Queensland Health Swimming and Spa Pool Water Quality and Operational Guidelines 2004. The Tenant shall maintain the water to the Microbiological Water Quality standard as follows:

    (a) Coliforms < 1 cfu / 100 mL;
    (b) Coliforms Faecal < 1 cfu / 100 mL;
    (c) Pseudomonas aeruginosa < 1 cfu / 100 mL;
    (d) Staphylococcus aureus < 1 cfu / 100 mL; and
    (e) Heterotrophic Plate Count < 100 cfu / mL.

15. The Tenant shall maintain the chemical content of the water to a standard of:

    (a) Free Chlorine 2.0 to 3.0 ppm;
    (b) Total Chlorine is not to be above the Free Chlorine by more than 0.5 ppm;
    (c) PH is to be in the range of 7.5 to 7.7;
    (d) Calcium hardness approximately 200 ppm; and
    (e) Reserve Alkalinity 80 to 120 ppm.

16. Immediately the Tenant becomes aware that a person has been injured or has become ill on the Premises, and in priority to the carrying out of any other function or duty, the Tenant shall render to such injured or ill person such first aid as the Tenant is capable of rendering and if it appears to the Tenant that such injured or ill person requires further medical attention the Tenant shall arrange for the injured or ill person to receive further medical attention or to be transported by ambulance or other appropriate means to a hospital or such other place at which the injured or ill person can receive further medical attention.

17. As soon as possible after the Tenant has complied with the provisions of the last preceding paragraph, the Tenant shall notify the Manager by telephone or otherwise by the quickest medium, of the facts and circumstances of how the aforesaid injury or illness was sustained or suffered.

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18. The Tenant shall forthwith after the occurrence of any misadventure affecting the public, public safety or the property of the landlord, notify the Manager in writing of that misadventure.

19. The Tenant shall accurately record in a Log Book to be kept and maintained by the Tenant the time, facts and circumstances of any aforesaid injury, illness or misadventure, including photographs of any facility or apparatus which may allegedly have contributed to or caused the injury, illness or misadventure.

20. The Tenant shall take every possible precaution to prevent theft and loss of private property and property of the landlord and shall forthwith upon becoming aware of any theft or loss of property notify the officer in charge at the nearest Police Station and the Manager of that theft or loss of property and the Tenant shall keep and maintain a Log Book and record therein full particulars of each theft and loss of property.

21. The Tenant shall keep and maintain a Log Book and record therein full particulars of any mechanical breakdown of any of the plant or equipment on the Premises and of any action taken by the Tenant to remedy such breakdown.

22. The Tenant shall not permit food or drink or the containers in which they are sold or stored to be taken into the swimming pool nor bring onto nor permit to be brought onto or consumed on the Premises food or drink in glass containers or containers of a type such as to be, in the opinion of the Manager, likely to cause a nuisance, annoyance or danger to the safety of persons resorting to or using the Premises.

23. (a) The Tenant shall not burn or permit to be burnt upon the Premises or any part thereof any rubbish or waste or any other matter or thing.

    (b) The Tenant shall ensure that the public address system is used only for the purpose of general announcements, the conduct of carnivals and a paging service and is not used for the purpose of correcting or controlling behavior of individuals, amplified music or advertisements.

24. The Tenant must ensure that the noise from the public address system does not exceed the level reasonably required to be properly heard within the Premises.

25. The Tenant shall ensure that none of the locks on the Premises are changed without the prior consent of the Manager and that any additional locks are keyed into the master key system.

26. The Tenant shall ensure that the Premises are operated in the name of the Swimming Pool as indicated in this clause 1.2(c) of this lease and shall not without the prior consent of the Manager operate the business or any part of the business on or from the Premises in any other name.

27. The Tenant shall make available the "Conditions of Entry Manual" to any member of the public requesting to view this document.

28. The Tenant shall abide by all conditions contained in the "Administrative Procedures Manual".

29. The minimum Learn to Swim teaching qualification which the Manager will require of all teaching staff conducting Learn to Swim activities shall be a current Austswim or Queensland Swimming Association Teacher of Swimming or equivalent as recognized by Austswim or Queensland Swimming Association.

30. All staff conducting Learn to Swim activities shall hold a current "resuscitation" award issued by any one of the following competent authorities:

    (a) the Royal Life Saving Society Australia;
    (b) the Surf Life Saving Association Australia;
    (c) the St. John's Ambulance Association; or
    (d) the Red Cross Society.

31. All Learn to Swim and Swimming Lessons shall be conducted in accordance with the modified Austswim guide lines (as set out below), as amended by the Manager, from time to time.

32. Camera use – The use of video or still cameras in Council venues must be approved by – Venue Management and/or the hirer of the facility and/or the individual/s being photographed.

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33. To be admitted, persons 10 years of age or younger must be accompanied by a supervising person 18 years of age or older

"Austswim" Guide Lines
as modified by the Brisbane City Council and forming part of this Annexure B

CLASSIFICATION	PERFORMANCE INDICATOR	TEACHER : PUPIL RATIO
BABIES*	No formal Program recommended	
INFANTS*	Water Familiarisation Program	In water participation of parent or person trusted by the child - constant supervision. 1 : 2 per parent MAXIMUM
PRE-SCHOOL*	Water Familiarisation Program	1 : 6 MAXIMUM The younger the children and the deeper the water, the greater the supervision required.
BEGINNERS*	Shallow water only – little or no experience	1 : 10 MAXIMUM

**The Brisbane City Council strongly recommends that a responsible person supervise those students not receiving the individual attention of the instructor in each group lesson.*

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ANNEXURE C

SANDGATE POOL

INVENTORY - BRISBANE CITY COUNCIL OWNED

The following items are the property of the Brisbane City Council and form part of the Lease.

RESIDENCE:

3 bedrooms
1 kitchen (inc. electric stove, stainless steel sink, built-in cabinets)
1 lounge
1 dining room
1 bathroom
1 laundry
1 stainless steel double wash tubs and cabinet
1 toilet
1 "Extendaline" clothes line
1 hot water storage system
2 lock-up garages

AMENITIES BUILDING:

First Aid Room

1 first aid bench
1 porcelain wash basin
1 oxy viva resuscitator
1 first aid cabinet (built-in)
1 metal cabinet
1 furna duro spinal immobilisation board

Office – Kiosk

1 PA system (incl. 1 microphone & 4 speakers)
1 set built-in serving counters
1 fire extinguisher (water type & wall mounted)
1 stainless steel sink, double bowl and cupboard
1 hot water storage unit
1 notice board (glass front)
1 defibrillator

Gents Dressing Room

3 toilets
8 showers (cold)
1 shower (hot)
1 wash trough
1 urinal

Ladies Dressing Room

3 toilets
3 showers (cold)
1 shower (hot)
1 wash trough

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MAIN PLANT ROOM – EQUIPMENT YARD:

2 large cylindrical steel filter cells
1 circulation pump
Assorted pipework, valves and guages
2 lint strainers
1 chlorinator (adapted to co2)
1 chemical solution feeder (twin head)
1 plastic chemical solution vat
1 stainless steel sink
1 chain hoist
1 chemical stirrer
1 fire extinguisher – Co2 (wall mounted)
1 3,000 litre sodium hypochlorite storage tank
Associated pipework and valves
1 concrete bund for sodium hypochlorite tank
2 man hole cover lifters
1 emergency chemical spillage shower

LEISURE PLANT ROOM:

Steel filter cells
1 circulation pump
Slide feature pumps
Assorted pipework, valves and guages
1 lint strainers
1 salt water chlorinator
1 fire extinguisher – Co2 (wall mounted)
1 emergency chemical spillage shower

POOL AND SURROUNDS:

1 main pool
- painted concrete
- tiled walls at water level
- 50m x 18.3m approx.
- Pool shade cover

1 wading pool (free formed)
- painted concrete floor
- tiled walls at water level
- 44m x 17m approx. (Random shape)
- 4 x slides
- Triangular shade cover

10 concrete seat units
4 x all in one bench/ tables
2 drinking fountains
4 flood light poles
2 safety reaching poles with float
7 fabric shade structures 7.5m x 5.5m
2 fixed refuse bins
7 wooden park seats
2 x water tanks
2 x striped shade over playgrounds
2 x Children's playground areas.
1 x Electric BBQ (double)

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ANNEXURE D

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ADDITIONAL IMPROVEMENTS (UPGRADE WORKS)

As specified in the Joint Development Agreement.

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ANNEXURE E

LANDLORD'S AND TENANT'S MAINTENANCE RESPONSIBILITIES

Council Responsibilities	Lessee Responsibilities	Comment
Notification		
	Notify Council of any initial building defects as soon as they are apparent.	This is to ensure items covered under the 12 months defects liabilities period are addressed by the builder.
Inspection of Facility		
	The lessee will allow free access to Council to inspect the premises, and provide three sets of keys for access. The lessee will keep a maintenance log available and up to date for inspection.	
Out of Hours Emergency Repairs		
Only those items that are regarded as a health and safety risk or would result in significant further damage if not repaired.	The cost of any other maintenance works carried out "Out of Hours" as a result of a request from the lessee.	The lessee will be reimbursed for work of this nature if Council is responsible.
Make Safe		
	In the event of a fault occurring it is the lessee's responsibility to make safe and safeguard patrons and public until the repair is completed.	This includes where required. Filing down sharp edges to prevent harm, excluding the public from the area, and posting "out of order" signs.
Cleaning		
Clear underground pipe work to ensure adequate flow (where not due to negligence of misuse).	Keep and maintain the premises in a clean and tidy condition and free from any accumulation of rubbish and free from weeds and noxious plants, rodents, pests, and vermin in accordance with the agreed standards and to meet all regulatory and legislative requirements. Cleaning of all pools. Cleaning of all surfaces including tiled pool concourses and bulkheads. Removal and clear away from site all leaves and other debris from all grates and gullies within the premises. Steam clean any carpets within the facility at least once every 12 months. Clear out all grease traps to ensure	Whilst the facility is open to the public the lessee is to ensure that the facility is kept in a clean and tidy condition at all times. This excludes engineering cleaning of plant. Particular attention is to be paid to ensuring the cleanliness of water lines. If the pools are not open to the public all year round the lessee is responsible for the cleaning of the pool prior to opening. The lessee is not to dispose of any leaves, grass clippings or debris down drains or to adjoining properties. This includes carpets in residence. If present grease traps are to be

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	waste pipe work runs freely at all times. Regular clearance of debris from gutters. Maintain down pipes.	cleared out a minimum of once every 12 months. Clearance of the gutters will be carried out at intervals determined by the landlord.
Gardening		
Maintain any trees 3 meters or above in height, including the removal of unsafe branches.	Trim all ornamental shrubs, mow all lawns, tend and maintain all garden features and tend and water all trees (to a height of 3 meters)shrubs, lawns, and gardens within the lease area in accordance with the required standards and to meet all legislative and regulatory requirements. Maintain all garden elements within the residence.	
Pest Control		
Annual termite inspection.	Removal of all noxious plants or weeds. Removal of all pests and rodents.	As defined in any legislative or regulatory requirements and identified by Council. This includes implementing a regular preventive regime to eliminate pests and ensuring cleanliness to remove food sources. This includes snakes and possums.
Refuse		
	To provide sufficient rubbish bins of approved design within the facility. Regularly clear bins to prevent the overflow of rubbish at all times. Provide waste services and skips or bins suitable within the constraints of the site. Provision and services of sanitary disposal units including nappy bins. The provision of all cleaning consumables. Removal of waste from site including green waste. Ensure a sharps container is available and properly serviced and disposed in at least the first aid room.	To be of the type and design to comply with Council policy. Green waste such as grass clippings may only be stored on site for mulch only if stored in a manner to meet all legislative and regulatory requirements. Includes all toilet rolls and paper towels. All rubbish including bulky items is to be removed from site within 7 days. Whilst on site rubbish is to be kept in an appropriate receptacle.

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Lessee Fittings Fixtures and Improvements		
Council to notify lessee of any decision involving lessee improvements.	All aspects of the management, operation, and maintenance of these items in compliance with the terms of the lease and to meet all legislative and regulatory requirements.	
Maintenance (assets existing at the commencement of the lease)		
Replacement of items supplied by Council that have reached the end of their economic life and are beyond repair (provided lessee has properly maintained). This excludes pool lane ropes, pool blankets, and pool cleaners.	Lighting – changing all bulbs and starters. Repair all floodlighting including replacement of the bulbs.	The lighting levels are to be maintained to the required standard. This requires bulbs to be fitted to all fixtures, this includes floodlighting.
Electrical		
Annual electrical inspection. The repair of electrical reticulation, including switchboards, distribution boards, RCD's, and general power outlets. Tag and testing of all pool plant at the frequency to meet all legislative and regulatory requirements.	Annual scanning and cleaning of electrical boards. Costs associated with overloading the electrical circuits through the use of lessees' equipment. Appliance testing and tagging of all electrical items with the exception of pool plant to the frequency to meet all legislative and regulatory requirements.	
Heating Ventilation and Air Conditioning		
	The service and repair of any HVAC equipment including regular replacement of filters. Ensure the correct operation of the HVAC system.	
Hydraulic Repairs		
The replacement of hydraulic services, including taps, valves, pumps, and cisterns.	The maintenance of all hydraulic services, including taps, valves, pumps, and cisterns.	
Keys and Locks		
At the start of the lease or at any time when locks and keys are changed provide Council with three copies for access.	Provide a keying system suitable for the lessee's operational requirements.	
Oxy Viva Resuscitator		
Council to supply oxy viva resuscitator.	The annual service of the oxy viva resuscitator by a qualified service agent. Repairs to oxy viva resuscitator.	

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Playground Equipment		
Supply and replace playground equipment.	Maintenance of playground equipment.	
Glazing		
Repair and replacement of any fixed glass panels.	Repair and replacement of any moving glass panels including windows, doors, louvers.	
Pool Water Purification and Circulation Systems		
Replacement of water purification and circulation system.	Maintenance of water purification and circulation system. Operation of water purification and circulation system in accordance with manufacturers operating instructions.	
Pool Basins, Surrounds and Bulkheads		
Structural repair all pool basins surrounds and bulkheads including joints. Council will replace tiles if the cause of replacement is not caused by the damage or negligence of the operator.	General maintenance and cleaning all pool basins, surrounds and concourses. Tiles that are broken, but do not require replacement, will be replaced by the operator and filed down to ensure no sharp edges.	Includes any water features or slides.
Paths and Car Parks		
Repair all external and internal paths, road surfaces and car parks including the line markings.	Keep areas within lease clean and tidy, and report any defects to council.	
Signage		
Repair or replace damage or superseded Council signage.	Repair or replace damage or superseded signage installed by the lessee.	

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ANNEXURE F

RENT SCHEDULE

The Tenant will pay the Rent to the Landlord without demand in accordance with the provisions of this Rent Schedule:

Clause 1 **First Lease Year**

1.1 for the first Lease Year $49,264 Business/financial affairs **plus GST**

1.2 Time for payment: By equal instalments on the first day of November, December, January, February, March and April.

Clause 2 **Second Lease Year**

2.1 for the second Lease Year an amount calculated at the start of the second Lease Year by CPI Review.

2.2 CPI Review = $\frac{A \times B}{C}$

where: A = Annual Rent payable for the previous Lease Year
B = Index Number for the last quarter before the first day of the **Lease Year** under review
C = Index Number for the last quarter before the first day of the previous Lease Year

Index Number means the Consumer Price Index (All Groups) for the city of Brisbane as published by the Australian Bureau of Statistics. If that index is discontinued, the expression will mean an index or method of measuring increases in the cost of living agreed in writing by the Parties. If there is no agreement within a period of 14 days, it will be an index or method determined at the request of either Party by the President or Acting President of the Valuers' Institute or their nominee.

The Rent must be paid at the same rate as the previous Lease Year until calculated for the current Lease Year. The rent will then be adjusted back to the beginning of the Lease Year under review.

2.3 Time for payment: By equal instalments on the first day of November, December, January, February, March and April.

2.4

Clause 3 **Third and each subsequent Lease Year**

3.1 for the third and each subsequent Lease Year an amount equal to 10% of the Gross Revenue of the Tenant.

Gross Revenue means the aggregate of all receipts, revenue and income derived directly or indirectly from or in relation to the permitted use or otherwise attributable to the Pool without reserve or deduction for uncollected or uncollectable accounts (the full selling price or charge being considered to be received when a sale or hire is made or services are rendered irrespective of when payment is made) and whether the orders, no matter how communicated, are received on the Premises and executed on or from the Premises or elsewhere or are received elsewhere and executed on or from the Premises, including remuneration received or receivable from the following:

(a) Pool Entry fees, Learn to Swim classes

(b) sales of food, beverages and merchandise

(c) the charges for all other services rendered; and

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(d) the receipts from all other business conducted on or from the Premises by the Tenant, a subtenant, concessionaire, licensee or other person conducting business on or from the Premises

and includes but is not limited to:

(a) deposits not refunded to customers;

(b) the sale price of all gift vouchers;

(c) receipts from vending and other machines;

(d) sums and credits received in settlement of claims for loss of or damage to goods and amounts received under policies of insurance or other contracts of indemnity for loss of business sales or profit;

(e) any form of incentive payments or awards from any source which are attributable to the operation of the business of the Tenant;

(f) discounts received from suppliers;

(g) site rents and occupation fees; and

but does not include:

(a) the net amount of discounts reasonably and properly allowed to customers in the usual course of business;

(b) amounts of uncollected credit accounts written off by the **Tenant**;

(c) cash or credit refunds allowed on sales that have previously been included as gross receipts if the goods sold are returned and the sales cancelled;

(d) fees for services refunded in whole or part if the fees have previously been included as gross receipts;

(e) amounts of instalments refunded to customers for cancelled lay-by transactions;

(f) taxes imposed on the purchase price or cost of hire of goods or services at the point of sale or hire;

(g) the value of goods returned to shippers, wholesalers or manufacturers;

Each sale upon lay-by, instalment or on credit will be treated as a sale for the full cash price at the date when it is made. It will not matter when the **Tenant** receives payment. Every hiring of goods to a customer will be treated as revenue from the date of hiring. The **Tenant** cannot deduct commissions or other charges paid or payable to operators of any credit card system.

3.2 Time of Payment

The Tenant must pay the Landlord the Rent within 14 days of the end of each Quarterly **Period**

3.3 Statement of Gross Revenue

3.4.1 Within 7 days of the end of each Month the Tenant must deliver to the Landlord a statutory declaration. The declaration must be signed by the Tenant (where an individual) or by a principal executive officer of the Tenant (where a corporation) declaring the Gross Revenue for the previous Month.

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Title Reference 14595170

3.4.2 Within 90 days of the end of each Lease Year the Tenant must give the Landlord an audited statement of Gross Revenue for that year. If the Tenant assigns or sublets the Premises then, on the date of assignment or subletting, the Tenant must give the Landlord the audited statement of Gross Revenue for the current Lease Year up to the date of assignment or subletting. A registered company auditor must certify the audited statement is correct.

3.4 Refund

The Landlord must refund the Tenant the amount of Rent paid that is greater than the amount actually payable under this clause. The refund must be made within 14 days of receiving the audited statement.

3.5 Audited Reports

Within 6 Months of the end of any Lease Year the Landlord may require an inspection of the Tenant's accounts and records relating to the Premises. The inspection must be carried out by a chartered accountant. The Tenant must permit the accountant to inspect and take extracts from all its books of account and records.

The Tenant must pay the cost of inspection on demand if:

(i) the Tenant does not provide the audited statement in cl. 3.4.2 by the due date; or

(ii) the accountant's report shows that the audited statement understated the amount of the Gross Revenue

Otherwise the Landlord must pay the cost.

If the Tenant has understated the Gross Revenue the amount of the deficiency must be paid by the Tenant to the Landlord on demand.

3.6 Records

The must keep at the for 2 years following each Lease Year records which show inventories and receipts of merchandise at the Premises and daily receipts from all sales and other transactions from the Premises for that Lease Year.

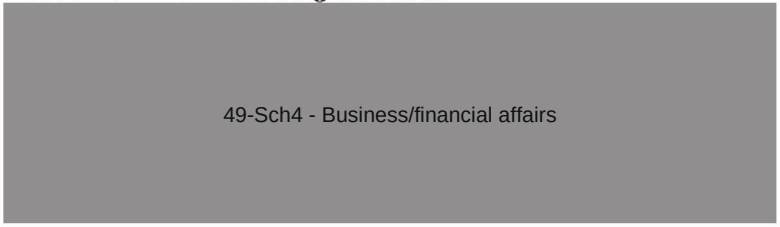
The Tenant must record at the time of sale all receipts in a cash register having a non-resettable credit control and having other features required by the Landlord.

The Tenant must issue to each customer a receipt or sales slip for each transaction. Each transaction must be recorded either on a serially numbered sales slip or cash register tape. The Tenant must keep for 2 years following each Lease Year all proper books of account and records conforming to proper accounting procedures showing the Gross Revenue from the Premises. This includes all tax returns, sales slips, sales records, sales dockets, hire purchase agreements, credit sale agreements, bank deposit records and cash register tapes all properly dated. The Landlord or its agent may at any time during normal business hours examine the Tenant's cash registers and cash register tapes and totals.

Clause 4 Rent Abatement

4.1 Rent Abatement

Notwithstanding the provisions in Clauses 1 to 3 the Tenant is only required to pay the amount that the Rent exceeds the following amounts:



RTI DISCLOSURE - DNRM

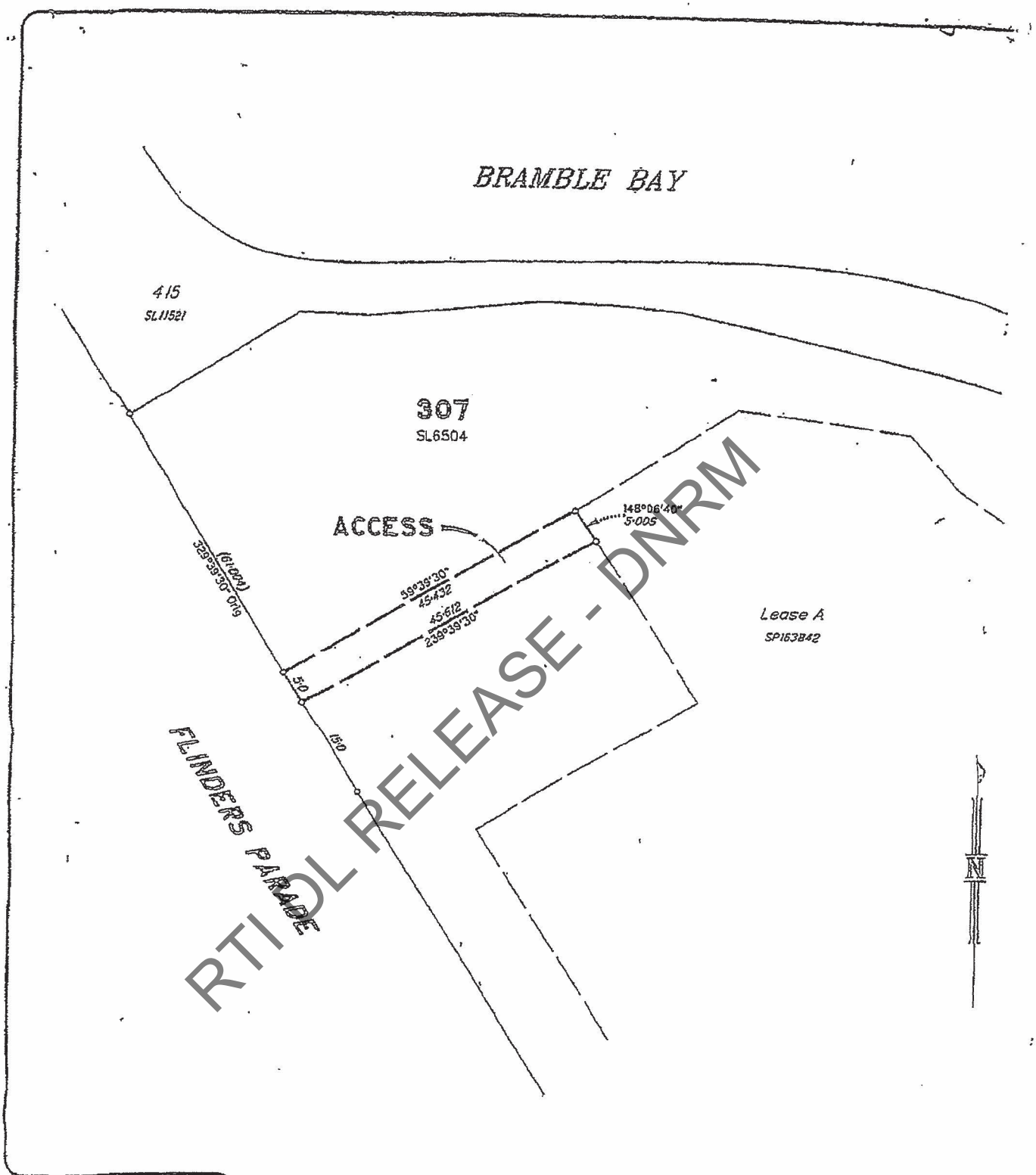
Title Reference 14595170

ANNEXURE G

LEASE PLAN

RTI DL RELEASE - DNRM

R



RTI DL RELEASE - DNRM

Scale 1: 500
Drawn: PMW 10/3/2004
Search: 2023
CAD Ref: A040842-02
Instructions: D: O'Mara
C&ED, Community Leasing

Scale 1: 500 Lengths are in Metres.

10 0 10 20 30 40 50 60 70

PLAN OF ACCESS

to Lease A on SP163842 in Lot 307 on SL6504
Original Portion 307, Parish of Nundah
, County of Stanley.

City Design
Brisbane City Council
Level 3, TC Beirne Centre
315 Brunswick St Mall
Fortitude Valley Qld 4006
J. Dowling
Ph: (07) 3403 0485
Fax: (07) 3403 5095

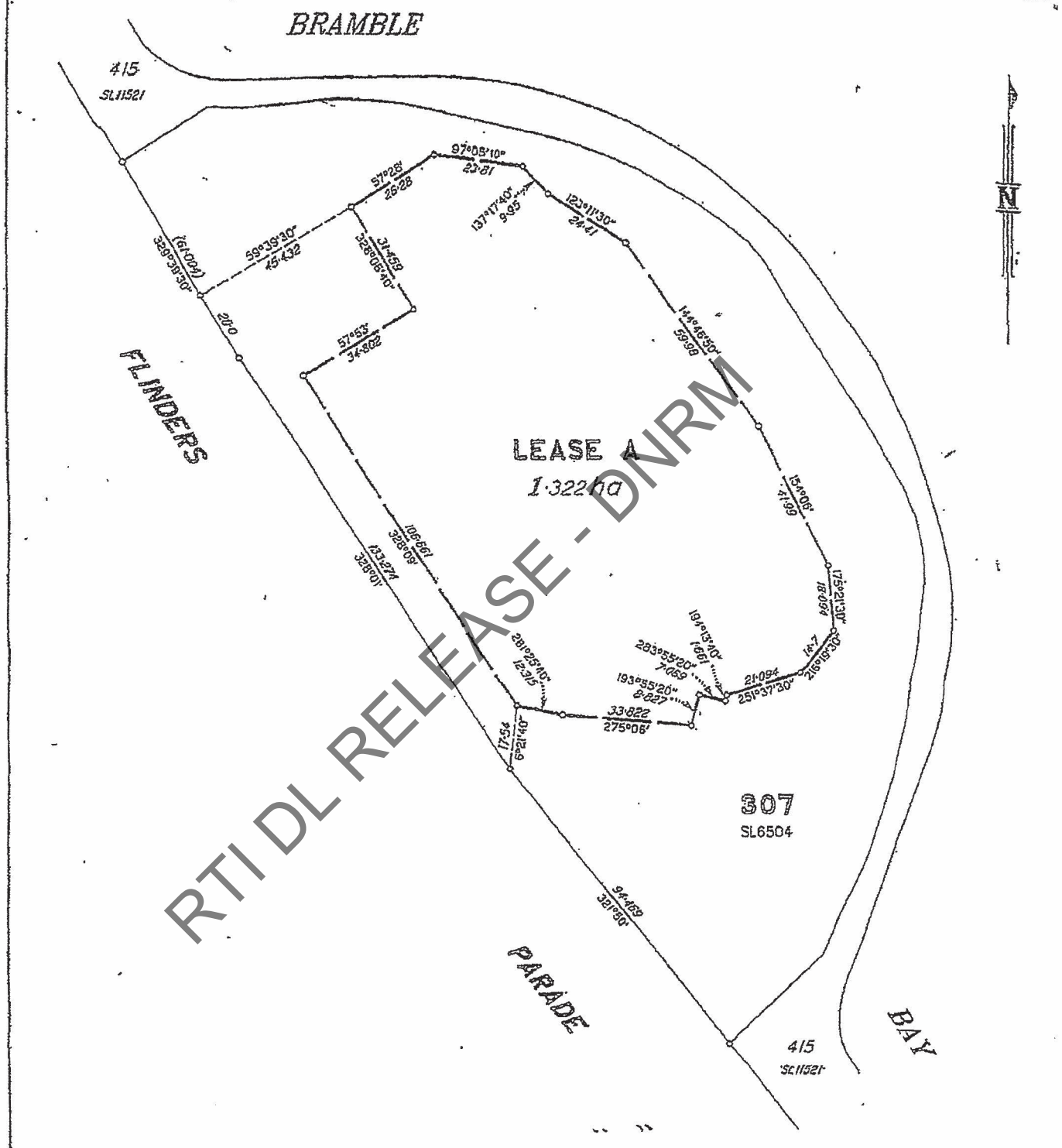
Project / Plan number: 040842-02
Amend: -

R

Land Title Act 1994 ; Land Act 1994
Form. Version 2

SURVEY PLAN

Sheet 1 of 1



Scale 1:1000 – Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140

0 50/mm 100/mm 150/mm

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I, Ian Duncan BROWNLEE, hereby certify that I have made this plan pursuant to Section 25 of the Surveyors Regulation 1992, and that the plan is accurate, and compiled from SL6504 and Dealing No. 700717793 in the Department of Natural Resources and Mines.

49-Sch4 - Personal Information

Date 21/04/04 Licensed Surveyor

Sandgate Swimming Pool

Plan of LEASE A in Lot 307 on SL6504

Scale: 1:1000

Format: STANDARD

SP163842

PARISH: NUNDAH COUNTY: Stanley

Meridian: SL6504 F/N's: No

Plan Status:

DNRM Search: