



Maddocks

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Lease

Premises: 23 Westwood Drive, Ravenhall

Melton City Council
and

Western Emergency Relief Network Inc

DRAFT

[8350272: 28302646_1]

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Schedule

Item 1. Council:	Melton City Council of 232 High Street, Melton 3337
Item 2. Tenant:	Western Emergency Relief Network Inc Registration No. A0062464M of 8 Jamieson Grove, Eynesbury 3338
Item 3. Guarantor:	Not applicable
Item 4. Land:	The land contained in certificate of title volume 10768 folio 355
Item 5. Premises:	Part of the Land and the building thereon known as 23 Westwood Drive, Ravenhall as shown on the plan attached to this Lease as Attachment 2
Item 6. Commencement Date:	10 Business Days after the date of issue of the Certificate of Practical Completion of the Council Works (determined in accordance with Special Conditions 2.2 and 3.1)
Item 7. Expiry Date:	The date which is 20 years after the Commencement Date
Item 8. Term:	20 years
Item 9. Further Term(s):	Nil
Item 10. Last date for exercising the Option for the Further Term:	Not applicable
Item 11. Rent:	\$1.00 per annum plus GST. (payable on demand)
Item 12. Market Rent Review Dates:	Not applicable
Item 13. CPI Adjustment Dates:	Not applicable
Item 14. Fixed Rent Increase Dates:	Not applicable
Item 15. Bank Guarantee:	Not applicable
Item 16. Permitted Use:	Provision of emergency relief services (including the supply of furniture) to those in need due to homelessness, mental health, family violence, refugee, fire or flood situations
Item 17. Applicability of Special Conditions 7.1,12,13 (Child Safe Obligations and WWC)	To avoid any confusion Special Conditions 7.1,12 & 13 set out in Attachment 1 only apply if the tenant notifies Council of their change of operations, and permits children on the premises.



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Lease

Council leases the Premises to the Tenant subject to the terms contained in this Lease.

This Lease is executed as a deed on the _____ day of _____

Executed by the Chief Executive Officer,)
Kelvin Tori on behalf of **MELTON CITY**)
COUNCIL pursuant to Council Resolution)
dated 31 August 2020)
in the presence of:

Kelvin Tori, Chief Executive Officer

.....
Witness name

.....
Witness Signature

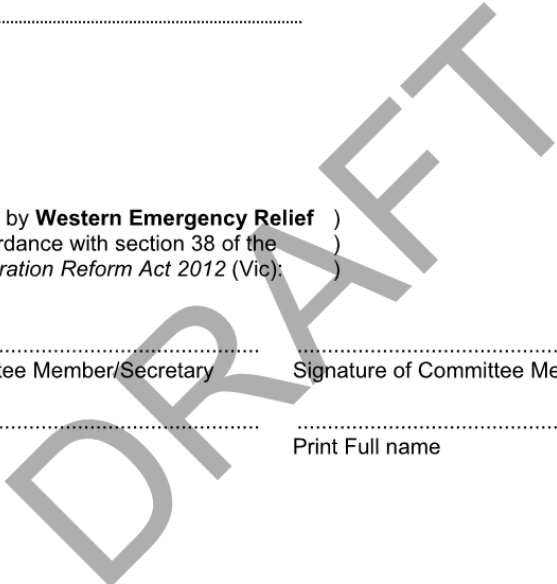
Executed as a deed by Western Emergency Relief)
Network Inc in accordance with section 38 of the)
Associations Incorporation Reform Act 2012 (Vic):)

.....
Signature of Committee Member/Secretary

.....
Signature of Committee Member

.....
Print Full name

.....
Print Full name





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1. Definitions

In this Lease unless expressed or implied to the contrary:

Act means the *Retail Leases Act 2003* (Vic).

Bank Guarantee means an unconditional undertaking issued by an authorised deposit taking institution under the *Banking Act 1959* (Cth) to pay on demand the amount specified in Item 15.

Building Act means the *Building Act 1993* (Vic).

Building Regulations means the *Building Regulations 2018* (Vic).

Commencement Date means the date specified in Item 6.

Contamination includes any solid, liquid, gas, radiation or substance which makes or may make the condition of the Premises or groundwater beneath or part of the surrounding environment:

- (a) unsafe, unfit or harmful for habitation by persons or animals; or
- (b) unfit for any use permitted under any applicable planning scheme as amended from time to time,

or which is defined as such in any Environmental Protection Legislation.

Council means the Council specified in Item 1 and includes Council's successors and assigns and where it is consistent with the context includes Council's employees and agents.

Council's Fixtures means all fittings, fixtures, and chattels contained in the Premises at the Commencement Date or installed by Council during the Term.

Council Works has the meaning given in Special Condition 1.

CPI means the Consumer Price Index - All Groups Melbourne or if this index is not available or is discontinued or suspended, such other index that represents the rise in the cost of living in Melbourne, as Council reasonably determines.

CPI Adjustment Date means the date(s) (if any) described in Item 13.

Current CPI means the CPI number for the quarter ending immediately prior to the CPI Adjustment Date.

Environmental Protection Legislation means any statute, regulation, code, proclamation, ministerial directive, ordinance, by law, planning policy or subordinate legislation, past, present or future, relating to pollutants and contaminants, use of land, human health and safety or protection of the environment.

Essential Safety Measure has the meaning given to that term in the Building Regulations.

Expiry Date means the date specified in Item 7.

Fixed Rent Increase Date means the date(s) specified in Item 14.



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Further Term means the further term(s) specified in Item 9.

Guarantor means the person(s) specified in Item 3.

Insolvency Event means in relation to a person, any of the following:

- (a) the person, being an individual, commits an act of bankruptcy;
- (b) the person becomes insolvent;
- (c) the person assigns any of its property for the benefit of creditors or any class of them;
- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up;
- (e) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (f) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 Business Days after being made;
- (g) the person, being a corporation, is deregistered with the Australian Securities and Investments Commission;
- (h) any step is taken to do anything listed in the above paragraphs; and
- (i) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

Item means an item in the Lease Particulars.

Land means the land specified in Item 4.

Lease means this lease and includes all attachments and schedules.

Lease Particulars means the schedule of Items specified on the page at the front of this Lease.

Lettable Area(s) means the lettable area of the Premises or the Land, as applicable, assessed for Rates and Taxes as determined by a surveyor engaged by Council.

Local Government Act means the *Local Government Act 1989 (Vic)*.

Maintenance Schedule means the maintenance schedule attached to this Lease in Attachment 4.

Market Rent Review Dates means the date(s) (if any) specified in Item 12.

OHS Act means the *Occupational Health and Safety Act 2004 (Vic)*.

OHS Law means the OHS Act, the OHS Regulations, and any other occupational health and safety law, regulation or by-law that applies to work being carried out on the Premises.

OHS Regulations means the *Occupational Health and Safety Regulations 2017 (Vic)*.



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Permitted Use means the use specified in Item 16.

Premises means the premises specified in Item 5 and includes Council's Fixtures.

Previous CPI means the CPI number for the quarter ending immediately prior to the last date that the Rent was reviewed, adjusted or increased, or the Commencement Date (whichever is the later).

Rates and Taxes means the rates, taxes, charges and levies specified in clause 8.1.

Principal Contractor means the position of principal contractor referred to in Chapter 5 of the OHS Regulations.

Rent means the amount specified in Item 11 as reviewed, adjusted or increased under this Lease.

Security Interest means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009*); and
- (b) any agreement to create or grant any arrangement described in paragraph (a).

Special Conditions means the conditions set out in Attachment 1 (if any).

Tenant means the Tenant specified in Item 2 and includes the Tenant's successors and assigns and where it is consistent with the context includes the Tenant's employees, contractors, agents, invitees and persons the Tenant allows in the Premises.

Tenant's Property means all property in the Premises including all fixtures and fittings owned or leased by the Tenant but excluding Council's Fixtures.

Term means the term specified in Item 8 and includes any period of overholding.

2. **Local Government Act 1989**

This Lease is entered into pursuant to s 190 of the Local Government Act.

3. **Duration of the Lease**

3.1 **Term**

This Lease is for the Term starting on the Commencement Date.

3.2 **Holding Over**

If the Tenant continues to occupy the Premises after the Expiry Date with Council's consent, except under a lease arising from the valid exercise of an option to renew, the following provisions will apply:

- 3.2.1 the Tenant will occupy the Premises as a monthly tenant at a total rental payable monthly in advance being an amount equal to one-twelfth of the aggregate of the Rent and any other money payable by the Tenant to Council under this Lease as at



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the Expiry Date, the first of the monthly payments to be made on the day following the Expiry Date;

- 3.2.2 as far as applicable, the monthly tenancy will otherwise continue on the terms and conditions of this Lease;
- 3.2.3 the Rent or any part of it for the monthly tenancy may be reviewed whenever Council determines it appropriate and any provisions in this Lease relating to calculation of, limitation on or right of review of the Rent or any part of it will not apply; and
- 3.2.4 either party may terminate the monthly tenancy by giving to the other one month's notice to the other party expiring on any date.

4. Payment of Rent

The Tenant must:

- 4.1 pay the Rent to Council by equal calendar monthly instalments in advance (and pro-rata for any period less than one month) commencing on the Commencement Date and on the following first day of each month; and
- 4.2 pay the Rent in the manner specified by Council from time to time.

5. Market rent review

[Not used]

6. CPI adjustment of Rent

[Not used]

7. Percentage Rent increase

[Not used]

8. Outgoings

8.1 Rates and Taxes

The Tenant must pay to Council, or the relevant authority:

- 8.1.1 ~~local government rates and charges;~~
- 8.1.2 water rates and charges, including water usage charges;
- 8.1.3 sewerage and drainage rates and charges;
- 8.1.4 ~~land tax (assessed on a single holding basis); and~~



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8.1.5 all other rates, taxes, charges and levies assessed in connection with the Premises.

8.2 Proportion of Rates and Taxes

If any Rates and Taxes are not separately assessed in connection with the Premises, the Tenant must pay to Council within 14 days of demand the proportion of the Rates and Taxes that the Lettable Area of the Premises bears to the total Lettable Area assessed.

8.3 Receipt for payment

The Tenant must provide to Council:

8.3.1 copies of all notices, assessments or invoices for any Rates and Taxes received by the Tenant directly from the relevant authority within 14 days of receipt; and

8.3.2 receipts for any Rates and Taxes paid by the Tenant within 7 days of request by Council.

9. Other expenses

9.1 Services

The Tenant must, within 14 days of demand:

9.1.1 pay for all services in connection with the Premises, including electricity, gas, water and telephone services; and Internet.

9.1.2 where the Premises are not separately metered, Council must pay for the cost of installing separate meters to assess the charges for the services.

9.2 Costs and duty

The Tenant must pay to Council within 14 days of demand:

9.2.1 ~~the stamp duty payable on this Lease (including penalties and fees);~~

9.2.2 ~~Council's reasonable costs in considering the granting of any consent or approval under this Lease (regardless of whether Council actually gives such consent or approval);~~

9.2.3 the cost of carrying out any repairs to Council's Fixtures;

9.2.4 the cost of complying with the provisions of the Building Act and the Building Regulations in relation to any Essential Safety Measure (Refer to Maintenance Schedule on ESM which form Council's obligation);

9.2.5 ~~the cost of obtaining Council's mortgagee's consent to this Lease (if required);~~

9.2.6 ~~Council's architects or contractor's fees payable pursuant to clause 13.4.4; and~~

9.2.7 Council's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Lease by the Tenant.



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10. GST**10.1 Definitions**

In this clause:

10.1.1 words and expressions that are not defined in this Lease but which have a defined meaning in the GST Law have the same meaning as in the GST Law;

10.1.2 **GST** means GST within the meaning of the GST Law and includes penalties and interest. If under or in relation to the *National Taxation Reform (Consequential Provisions) Act 2000* (Vic) or a direction given under s 6 of that Act, the supplier makes voluntary or notional payments, the definition of GST includes those voluntary or notional payments and expressions containing the term 'GST' have a corresponding expanded meaning; and

10.1.3 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

10.2 GST exclusive

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

10.3 Increase in consideration

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

10.4 Payment of GST

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

10.5 Tax Invoice

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

10.6 Reimbursements

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

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

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

10.7 Adjustment events

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

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



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

11. Bank Guarantee

[Not used]

12. Payment requirements**12.1 No deduction or right of set-off**

The Tenant must pay all amounts due under this Lease to Council (including the Rent and Rates and Taxes, without deduction or right of set-off.

12.2 Interest on late payments

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

12.3 Payment after Termination

The Tenant must:

- 12.3.1 make all payments due under this Lease; and
- 12.3.2 provide all information to Council under this Lease to calculate any such payments, even if this Lease has ended.

12.4 Method of payment

The Tenant must make all payments under this Lease in such manner as Council reasonably requires, which may include by direct debit.

13. Repairs, refurbishment and alterations**13.1 Condition report**

The Tenant acknowledges and agrees that the condition report attached to this Lease in Attachment 3 reflects the true condition of the Premises as at the Commencement Date.

13.2 Repairs and Maintenance

The Tenant must:

- 13.2.1 keep the Premises and the Tenant's Property clean and free from rubbish, store all rubbish in proper containers and have it regularly removed;
- 13.2.2 keep the Premises in the same condition as they were in at the date the Tenant first entered occupation of the Premises (fair wear and tear excepted) including repairing or replacing anything in the Premises (including all furnishings and floor



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coverings) which are damaged, worn or destroyed with items of at least the same quality;

- 13.2.3 pay the costs (if any) for the removal of waste and sewerage from the Premises;
- 13.2.4 carry out all repairs, maintenance, works and other obligations identified as the Tenant's responsibilities in the Maintenance Schedule;
- 13.2.5 use only suitably qualified and licensed tradespersons approved by the Council to repair and maintain the Premises;
- 13.2.6 make good any damage caused to any adjacent property by the Tenant;
- 13.2.7 take all reasonable measures to ensure that any fair wear and tear to the Premises does not cause any loss or damage to the Premises, the building in which they are located, or any person; and
- 13.2.8 give Council prompt written notice of any material damage to the Premises or anything likely to be a risk to the Premises or any person in the Premises.

13.3 Council's Fixtures

The Tenant must:

- 13.3.1 repair and maintain Council's Fixtures including airconditioning and heating equipment exclusively serving the Premises (but excluding expenses of a capital nature) in accordance with Council's reasonable requirements; and
- 13.3.2 comply with Council's reasonable requirements concerning the use of Council's Fixtures, including airconditioning and heating equipment.

13.4 Alterations to Premises

The Tenant must ensure any alterations or works to the Premises, any services to the Premises or the Tenant's Property are carried out:

- 13.4.1 strictly in accordance with plans and specifications approved by Council;
- 13.4.2 by qualified tradespersons approved by Council;
- 13.4.3 to Council's reasonable satisfaction and in accordance with Council's reasonable requirements (including Council's requirements as to the standard, type, quality, size and colour of any of the Tenant's Property);
- 13.4.4 under the supervision of Council's architect or consultant (the cost of which must be paid by the Tenant to Council within 14 days of demand); and
- 13.4.5 in accordance with all rules and requirements of any authorities having jurisdiction over the Premises.

The Tenant is not required to seek Council's consent to making any alterations to the display of the Tenant's merchandise in the Premises.



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13.5 Occupational health and safety

For the purposes of the OHS Law, the Tenant agrees that:

- 13.5.1 the Tenant has sole management and control of the Premises and has sole responsibility for ensuring that the Premises and the means of entering and leaving them are safe and without risks to health;
- 13.5.2 Council appoints the Tenant as Principal Contractor in respect of any works to be carried out by the Tenant on the Premises to which an OHS Law applies;
- 13.5.3 the Tenant is must carry out such works in accordance with the requirements of the OHS Law; and
- 13.5.4 Council authorises the Tenant to exercise whatever authority is necessary for the Tenant to discharge the responsibilities of the appointment under clause 13.5.2.

13.6 Not interfere with services

The Tenant must not interfere, misuse or overload any services to the Premises, including electricity, gas and water.

13.7 Defacing Premises

The Tenant must not deface or damage the Premises (including drilling holes in the Premises) except where approved by Council in accordance with clause 13.3.

13.8 Failure to repair and maintain

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

14. Insurance**14.1 Public liability insurance**

The Tenant must maintain insurance noting Council's interest as landlord, but not as joint insured, with an insurer authorised under the *Insurance Act 1973* (Cth) to conduct general insurance business in Australia, for public liability for the amount of \$20 million concerning 1 single event (or such greater sum as reasonably required by Council).

14.2 Condition in policies

The Tenant must notify Council at least 14 days before any insurance policy effected under clause 15.1 lapses.

14.3 Payment and production of policies

The Tenant must pay all insurance premiums on or before the due date for payment and produce to Council copies of the certificate of currency on or before each anniversary of the Commencement Date, and within 14 days following each occasion on which the policy is renewed.



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14.4 Not invalidate policies

The Tenant must:

- 14.4.1 not do anything which may make any insurance effected by Council or the Tenant invalid, capable by being cancelled or rendered ineffective, or which may increase any insurance premium payable by Council; and
- 14.4.2 pay any increase in the insurance premium caused by the Tenant's act, default or use of the Premises.

14.5 Requirements by insurer

The Tenant must comply with all reasonable requirements of Council's insurer in connection with the Premises.

15. Release, indemnity, compensation and liability**15.1 Release**

The Tenant uses and occupies the Premises at its own risk and releases Council from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of Council's negligence.

15.2 Indemnity

The Tenant must indemnify and hold harmless Council against all claims resulting from any damage, loss, death or injury in connection with the Premises and the use and occupation of the Premises by the Tenant except to the extent that such claims arise out of Council's negligence.

15.3 No compensation

Council is not liable to the Tenant for any loss or damage incurred by the Tenant due to:

- 15.3.1 any damage to the Premises;
- 15.3.2 the failure of Council's Fixtures or any plant and equipment (including air conditioning and escalators) to operate properly;
- 15.3.3 the interruption or damage to any services (including electricity, gas or water) to the Premises;
- 15.3.4 the overflow or leakage of water in the Premises.

15.4 No liability

The Tenant acknowledges and agrees that:

- 15.4.1 nothing in this Lease in any way limits, fetters or restricts the power or discretion of Council in the exercise of its statutory rights, duties or powers under the *Planning and Environment Act 1987 (Vic)* or the Local Government Act or the exercise of any other statutory right, power or duty that Council may lawfully exercise; and
- 15.4.2 Council will not be liable to the Tenant under this Lease (including but not limited to a breach of the covenant of quiet enjoyment or a derogation of the grant of this



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Lease) for any acts or omissions of Council undertaken in any capacity including (but not limited to) in exercising any powers referred to in clause 15.4.1,

except nothing in this clause releases Council from any obligations it owes to the Tenant under this Lease in its capacity as the owner of the Premises.

16. Use of Premises**16.1 Permitted Use**

The Tenant must use the Premises for the Permitted Use and not use the Premises for any other purpose.

16.2 No warranty

The Tenant:

- 16.2.1 acknowledges that Council does not represent that the Premises are suitable for the Permitted Use; and
- 16.2.2 must make its own enquiries as to the suitability of the Premises for the Permitted Use.

16.3 Illegal purpose

The Tenant must not use the Premises for any illegal purpose or carry on any noxious or offensive activity on the Premises.

17. Other obligations concerning the Premises**17.1 Compliance with laws**

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

- 17.1.1 the negligent act or omission of the Tenant;
- 17.1.2 the failure by the Tenant to comply with its obligations under this Lease; or
- 17.1.3 the Tenant's use of the Premises.

17.2 Licences and permits

The Tenant must maintain all licences and permits required for the Tenant's use of the Premises and obtain the prior written consent of Council before varying any licence or permit or applying for any new licence or permit.

17.3 Nuisance

The Tenant must not do anything in connection with the Premises which may:

- 17.3.1 cause a nuisance or interfere with any other person; or



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17.3.2 be dangerous or offensive in Council's reasonable opinion.

17.4 Security

The Tenant must keep the Premises secure at all times when the Premises are not being used by the Tenant.

17.5 Signs

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

17.6 No auctions

The Tenant must not conduct any auctions or fire sales in the Premises.

17.7 No smoking

The Tenant must:

17.7.1 not permit any smoking in the Premises; and

17.7.2 display 'no smoking' signs in the Premises if requested by Council.

17.8 Heavy objects and inflammable substances

The Tenant must not:

17.8.1 store any inflammable or explosive substances in the Premises unless required for the Permitted Use; or

17.8.2 store any heavy objects in the Premises or anything likely to damage the Premises.

17.9 Television and radio

The Tenant must not install any televisions, radios, music systems or other equipment in the Premises which can be heard outside the Premises without obtaining the prior written consent of Council.

17.10 Endanger Premises

The Tenant must not do or permit anything to be done in connection with the Premises which in the opinion of Council may endanger the Premises or be a risk to any person or property.

17.11 Tenant's employees

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



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18. Tenant's environmental obligations**18.1 Comply with Environmental Protection Legislation**

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

18.2 Not permit Contamination

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

18.3 Notify of and clean up Contamination

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

- 18.3.1 immediately notify Council, the Environment Protection Authority and any other appropriate Authority;
- 18.3.2 clean up the Contamination and do everything necessary to minimise harm; and
- 18.3.3 promptly comply with any notice, order, direction or requirement of Council and of any authority in relation to any such Contamination.

18.4 Indemnify Council

In addition to any other indemnity in this Lease, the Tenant indemnifies Council against all claims for damages, loss, injury or death caused by or arising out of or otherwise in respect of any Contamination being spilled, deposited or otherwise escaping into or on the Premises or a breach of this clause by the Tenant.

18.5 Obtain reports, surveys or audits

The Tenant must immediately obtain any reports, surveys or audits which Council may reasonably require to enable Council to determine whether a breach of the terms of this clause has occurred. The Tenant will also pay Council on demand the reasonable costs of any such report, survey or audit which Council may obtain.

19. Dealing with interest in the Premises**19.1 No assignment or subletting**

The Tenant must not deal with its interest in the Premises including creating any security over this Lease or the Tenant's Property, assigning this Lease to a new tenant or sub-letting the Premises to a new tenant without obtaining the prior written consent of the Council, which consent may be given or withheld at the Council's sole discretion and, if given, be subject to such terms and conditions as Council may in its absolute discretion determine.

19.2 Change in shareholding

If the Tenant is a corporation (other than a corporation listed on any stock exchange in Australia) a change in the control of the corporation as existed at the Commencement Date (whether occurring at the one time or through a series or succession of issues or transfers)



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or a change in the holding of more than one-half of the issued share capital, either beneficially or otherwise, will be deemed to be an assignment of this Lease and the Tenant must seek Council's prior written consent in accordance with this clause 19.

19.3 Mortgage of Lease

The Tenant must not create any security over this Lease or the Tenant's Property.

20. Tenant's obligations at the end of this Lease**20.1 Tenant's obligations**

At the end of this Lease, the Tenant must:

- 20.1.1 vacate the Premises and give them back to Council in a condition consistent with the Tenant having complied with its obligations under this Lease;
- 20.1.2 remove the Tenant's Property (including all signs and lettering) and reinstate the Premises to the condition the Premises were in prior to the installation of the Tenant's Property including making good any damage caused by the removal of the Tenant's Property; and
- 20.1.3 give to Council all keys and other security devices for the purposes of obtaining access to the Premises.

20.2 Tenant's Property left in Premises

Anything left in the Premises after 7 days of the end of this Lease will be deemed to be abandoned by the Tenant and will become the property of Council and may be removed by Council at the Tenant's cost and at the Tenant's risk and the parties agree that this clause 20.2 is an agreement about the disposal of uncollected goods for the purposes of s 56(6) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

21. Council's rights and obligations**21.1 Quiet enjoyment**

As long as the Tenant does not breach this Lease, Council must not interfere with the Tenant's use and occupation of the Premises except as provided by this Lease.

21.2 Alterations to the improvements

Council may carry out any works, alterations, renovation or refurbishment of the Land which may include extending or reducing any buildings on the Land.

21.3 Repairs and maintenance by Council

The Council must carry out all repairs, maintenance, works and other obligations identified as the Council's responsibilities in the Maintenance Schedule.



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21.4 Dealing with the Land

Council may:

- 21.4.1 subdivide the Land or grant easements or other rights over the Land or the Premises except where it will unreasonably interfere with the Tenant's use and occupation of the Premises;
- 21.4.2 install, repair and replace pipes, cables and conduits in the Premises; and
- 21.4.3 use the roof and external walls of the Premises for any purposes Council determines.

21.5 Entry by Council

Council may enter the Premises at any reasonable time after giving the Tenant reasonable notice to:

- 21.5.1 inspect the condition of the Premises;
- 21.5.2 rectify any default by the Tenant under this Lease;
- 21.5.3 undertake an environmental inspection or accreditation or monitor the environmental management of the Premises, including energy and water use;
- 21.5.4 carry out any inspection, repairs, maintenance, works or alterations in the Premises which Council decides to or is required to carry out by any law or authority.

Council must use all reasonable endeavours to cause as little disruption as possible to the Tenant's use of the Premises in exercising Council's rights under this clause.

21.6 Emergency entry

Council may enter the Premises at any time without giving notice to the Tenant in an emergency.

21.7 Reletting and sale

Council may:

- 21.7.1 affix a 'For Lease' sign on the Premises and show the Premises to intending tenants at any reasonable time upon reasonable notice to the Tenant during the 6 months prior to the end of the Term; and
- 21.7.2 affix a 'For Sale' sign on the Premises and show the Premises to intending purchasers of the Premises at any reasonable time upon reasonable notice to the Tenant during the Term.

Any sign erected by Council must not unreasonably interfere with the Tenant's use and occupation of the Premises.

21.8 Council's consent

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



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21.9 Change in landlord

If a person other than Council becomes entitled to receive the rents reserved by this Lease whether by operation of law or otherwise (**New Landlord**) then:

- 21.9.1 Council is released from all further obligations under this Lease arising after the New Landlord becomes landlord; and
- 21.9.2 the Tenant must at the cost of Council enter into a deed reasonably required by Council under which the Tenant covenants that the New Landlord shall have the benefit of all of the Tenant's obligations under this Lease; and
- 21.9.3 the Tenant must provide a Bank Guarantee in favour of the New Landlord, to replace the Tenant's existing Bank Guarantee.

22. Termination of Lease**22.1 Re-entry**

Council may re-enter the Premises and terminate this Lease if:

- 22.1.1 any part of the Rent is in arrears for 14 days (whether or not Council has demanded payment); or
- 22.1.2 an Insolvency Event occurs in relation to the Tenant or any Guarantor; or
- 22.1.3 the Tenant breaches this Lease and does not remedy the breach within 14 days of receipt of written notice from Council.

22.2 Damages following determination

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

22.3 Essential terms

The essential terms of this Lease are clauses 4, 8.1, 9.1, 9.2, 10, 10.1, 13.2, 13.3, 13.4, 14, 16.1, 16.3, 17, 18, 19 and 20 and the Tenant's obligations under any Special Conditions. The breach of an essential term is a repudiation of this Lease.

22.4 No deemed termination

If the Tenant vacates the Premises, Council will not be deemed to have terminated this Lease merely by the acceptance of keys from the Tenant, entry into the Premises for any purpose, or the showing of the Premises to prospective tenants or purchasers. This Lease will be deemed to continue until such time as Council gives notice to the Tenant terminating this Lease, or otherwise agrees with the Tenant that this Lease is terminated.



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23. Destruction or damage of Premises**23.1 Reinstatement of Premises**

If the Premises or any part of the Premises are destroyed or damaged, Council may, within 3 months from the date of such damage or destruction, give notice to the Tenant:

- 23.1.1 terminating this Lease, where Council considers that the damage or destruction is such that repairing it is impracticable or undesirable; or
- 23.1.2 that Council will commence reinstatement of the Premises to a condition where the Tenant can use or have access to the Premises.

Council does not have to reinstate the Premises.

23.2 Tenant's right of termination

Where the Tenant has not caused or contributed to the damage or destruction of the Premises and the payment of the insurance for the Premises is not refused due to the act or default of the Tenant, the Tenant may give written notice to Council terminating this Lease where Council does not:

- 23.2.1 give notice to the Tenant pursuant to clause 23.2; or
- 23.2.2 commence reinstatement within 12 months of the date of damage or destruction.

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

23.3 No compensation

The Tenant acknowledges that if the Premises are destroyed or damaged, the Tenant is not entitled to receive any compensation from Council.

24. Personal Property Securities Act**24.1 Terms used in this clause**

In this clause 24;

24.1.1 **Council PPS Property** means any item of property:

- (a) in which the Council has an interest; and
- (b) which is situated on the Premises at any time during the term of this Lease;

24.1.2 **PPS Act** means the *Personal Property Securities Act 2009* (Cth);

24.1.3 **Tenant PPS Property** means any item of property:

- (a) in which the Tenant has rights;
- (b) which is situated on the Premises at any time during the term of this Lease; and



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- (c) of which, whether before or after the end of the term of this Lease:
- (i) the Council may require the Tenant to transfer ownership to the Council; and
 - (ii) the Tenant is obliged to transfer ownership to the Council,

but does not include any Council PPS Property; and

- 24.1.4 words and expressions that are not defined in this Lease but which have a defined meaning in the PPS Act have the same meaning as in the PPS Act.

24.2 Tenant's Security Interest in favour of Council

The Tenant:

- 24.2.1 charges its right title and interest in all Tenant PPS Property in favour of the Council, as security for the performance of the Tenant's obligations under this Lease, including but not limited to the Tenant's obligations to transfer ownership in the whole or any part of the Tenant PPS Property to the Council at the expiry or termination of the Lease;
- 24.2.2 acknowledges and agrees that the charge granted by the Tenant under clause 24.2.1 constitutes the grant of a Security Interest which the Council is entitled to register under the PPS Act;
- 24.2.3 acknowledges and agrees that the grant of this Lease also constitutes the grant of a Security Interest in the Council PPS Property in favour of the Council, which interest the Council is entitled to register under the PPS Act as a Purchase Money Security Interest; and
- 24.2.4 must do all things required by the Council from time to time (including, without limitation, signing any documents required by the Council) to enable the Council to register its above Security Interests under the PPS Act, and to otherwise perfect its Security Interest in the Tenant PPS Property and the Council PPS Property so that the Council's Security Interests have priority over any other Security Interests under the PPS Act in relation to the Tenant PPS Property and the Council PPS Property.

24.3 No other Security Interest

The Tenant:

- 24.3.1 warrants that it has not granted a Security Interest in respect of any Council PPS Property on or prior to execution of this Lease that has not been previously disclosed to the Council in writing; and
- 24.3.2 agrees that it will not grant a Security Interest in respect of any Council PPS Property or Tenant PPS Property in favour of any person other than the Council without the Council's prior written consent, which consent may be granted or withheld in the Council's absolute discretion and on any conditions that the Council considers necessary or desirable at its absolute discretion.

24.4 Indemnity

The Tenant must indemnify and hold harmless the Council against all claims, damages or loss incurred by the Council as a consequence of any breach by the Tenant of this clause.



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24.5 Documents under PPS Act

The Tenant acknowledges and agrees that:

- 24.5.1 it waives its right under the PPS Act to receive a copy of any 'verification statement' or 'financing charge statement' (as those terms are defined in the PPS Act); and
- 24.5.2 on the expiration or earlier termination of this Lease, the Tenant must sign (and procure any holder of a registered Security Interest to sign) any document that the Council considers necessary or desirable under or as a result of the PPS Act to release any registered Security Interests under the PPS Act in relation to the Tenant PPS Property and the Council PPS Property.

24.6 Possession of Tenant PPS Property

If this Lease is terminated by the Council as a consequence of a default by the Tenant under this Lease, without limitation to any other rights of the Council, the Council may take possession of the Tenant PPS Property by way of set off for any loss or damage the Council is entitled to recover in connection with the Tenant's breach of the Lease.

24.7 Essential term

This clause is an essential term of this Lease.

24.8 Inconsistency with other clauses

In the event of any inconsistency between this clause and any other provision of this Lease, the provisions of this clause will prevail and that other provision will be read down and interpreted accordingly.

25. General**25.1 Notices**

Any notice required to be served under this Lease must be in writing and must be served by post, email or hand delivered to:

- 25.1.1 the Tenant at its address set out in this Lease, the Tenant's registered office address, the Premises, or the last known address of the Tenant; and
- 25.1.2 Council at its address set out in this Lease or any other address notified in writing to the Tenant by Council.
- 25.1.3 or where sent by email to the email address of the addressee, which address and email address of each party are set out in Item 12 or, if the addressee notifies another address or email address, then to that address or email address.

25.2 Time of service

A notice or other communication is deemed served:

- 25.2.1 if served personally or left at the person's address, upon service;
- 25.2.2 if posted, 2 business days after posted;



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25.2.3

if served by email, upon receipt of the email by the addressee, except where the email is received on a non-Business Day, or after 4.00 pm on a Business Day, in which case it is deemed to have been received on the next Business Day.

25.3 Entire understanding

This Lease contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Lease and have no effect.

25.4 Waiver

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

25.5 Special Conditions

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

26. Interpretation**26.1 Governing law and jurisdiction**

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

26.2 Persons

In this Lease, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

26.3 Joint and several

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

26.4 Legislation

In this Lease, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

26.5 Clauses and headings

In this Lease:

- 26.5.1 a reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Lease; and



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26.5.2 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Lease.

26.6 Severance

In this Lease:

26.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

26.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

26.7 Number and gender

In this Lease, a reference to:

26.7.1 the singular includes the plural and vice versa; and

26.7.2 a gender includes the other genders.

26.8 No relationship

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

26.9 Exclusion of statutory provisions

The following statutory provisions are excluded from this Lease:

26.9.1 Section 144 of the *Property Law Act 1958* (Vic); and

26.9.2 Division 7 of the *Transfer of Land Act 1958* (Vic).



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Attachment 1

Special Conditions

1. Definitions and other arrangements in relation to Council Works

1.1 Definitions

In these Special Conditions:

Council Works means the construction of a factory in accordance with the plans and specifications in Attachment 5.

Practically Complete or **Practical Completion** means, in respect of the Council Works, the date on which the works have been completed in accordance with the plans and specifications with the exception of minor defects which can be rectified without materially detrimentally affecting the Tenant's use of the Premises.

1.2 Operation of provisions

The parties acknowledge and agree that this Special Condition 1 and Special Conditions 2 and 3 will apply on and from the date on which this Lease is executed by all parties, notwithstanding that the Lease (and the Tenant's right to possession of the Premises under this Lease) will not commence until the Council Works have been completed.

2. Council Works

2.1 Council to carry out Council Works

Council must carry out and complete the Council Works expeditiously and in a proper and workmanlike manner and use its reasonable endeavours to Practically Complete the Council Works by 1 February 2022, subject to Special Condition 2.3.

2.2 Practical Completion of Council Works

A certificate signed by Council's architect (or other appropriate person authorised by Council):

2.2.1 stating that the Council Works are Practically Complete; and

2.2.2 as to any minor matter which needs to be attended to,

will be conclusive evidence of those facts.

2.3 Delays

Council may from time to time extend the time for completion of the Council Works by such period/s as Council reasonably determines. Council will notify the Tenant in writing of any such extension and Council's notice will be prima facie evidence of:

2.3.1 the reason for the extension; and

2.3.2 the period of the extension.

Council is not liable to the Tenant for any loss caused by the extension to the time for completion of the Council Works.



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2.4 Variations

Council may make variations at any time to the Council Works where the variation:

- 2.4.1 is properly required by any relevant authority; or
- 2.4.2 is considered by Council or its architect to be necessary or desirable and which does not materially derogate from the function and amenity to be delivered by the Council Works and which does not materially detrimentally affect the Tenant's use of the Premises.

2.5 Condition Report

As soon as practicable after the Council Works have reached Practical Completion:

- 2.5.1 Council will appoint a suitably qualified consultant to inspect the Premises and prepare the Condition Report to record the actual condition of the Premises as at the Commencement Date, and will promptly deliver a copy of the report to the Tenant for approval (such approval not to be unreasonably withheld or delayed); and
- 2.5.2 once approved by the Tenant, Council will insert a copy of the Condition Report in Attachment 3.

3. Commencement and completion of Lease

3.1 Commencement Date

Despite any other provision of this Lease, the Commencement Date will be the day following the date on which Council gives the Tenant written notice that the Council Works are Practically Complete in accordance with Special Condition 2.2.

3.2 Completion of Lease

Once the Commencement Date has been determined, Council must promptly complete the Lease by inserting:

- 3.2.1 the Commencement Date; and
- 3.2.2 any other relevant details necessary to complete the Lease including affixing any plans to the Lease,

and return an original Lease to the Tenant. The Tenant authorises Council to complete the Lease in the above manner.

3.3 Capital Contribution

- 3.3.1 The Tenant must make a capital contribution of \$400,000 inclusive of GST to Council as a contribution towards the costs incurred by Council in carrying out the Council Works (**Capital Contribution**).
- 3.3.2 The Tenant must pay the Capital Contribution to Council without deduction or right of set off on or before the date of Occupancy.
- 3.3.3 Once paid, no part of the Capital Contribution is repayable to the Tenant in any circumstances whatsoever.



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4. Non-applicability of Retail Leases Act 2003

4.1 The Tenant acknowledges that Council has entered into this Lease on the basis that:

- 4.1.1 the Term of this Lease is 15 years or greater;
- 4.1.2 in requiring the Tenant to make a capital contribution of \$400,000 plus GST to Council under Special Condition 3.3, as a contribution towards the costs incurred by Council in carrying out the Council Works, this Lease requires the Tenant to pay for substantial works involving the building, repair or maintenance of the following on the Premises:
 - (a) the structure of, and fixtures in, the Premises; or
 - (b) the plant or equipment in the Premises; or
 - (c) the appliances, fittings, or fixtures relating to the electricity, water, drainage or other services; and
- 4.1.3 by virtue of the Ministerial Determination made by the Minister for Small Business pursuant to s 5(1)(c) of the Act, which came into effect on 24 August 2004 (**the Determination**), this Lease is exempt from the operation of the Act.

4.2 The Tenant must not:

- 4.2.1 assert that the Determination does not apply to this Lease; or
- 4.2.2 assert that the Act applies to this Lease.

4.3 If the Tenant asserts either of the things referred to in Special Condition 4.2 above, then:

- 4.3.1 such assertion shall constitute a breach of an essential term of this Lease; and
- 4.3.2 without limiting any other rights which Council may have under this Lease or at law, Council may elect to do any one or more of the following things:
 - (a) terminate this Lease; and
 - (b) recover damages from the Tenant for any losses which Council suffers as a result of the Tenant's breach of Special Condition 4.2, or as a result of the Act applying to this Lease.

5. Additional signage

The Tenant must, at its own cost, erect a sign on the Premises which must:

- 5.1 clearly state the name of the Tenant and the activities conducted at the Premises;
- 5.2 comply with all local planning laws and requirements; and
- 5.3 be to Council's reasonable satisfaction.

6. Tenant's name and amalgamation

The Tenant must obtain the prior written consent of the Council (which consent may be granted or withheld by the Council in its absolute discretion) if the Tenant wants to:

- 6.1 change its name; or



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6.2 merge or amalgamate with any other association or entity.

7. Reporting requirements

The Tenant must give to Council, within 14 days of the Tenant's annual general meeting, a written report detailing:

- 7.1 the Tenant's current child safe policies;
- 7.2 evidence of the Tenant's tax exempt status; and
- 7.3 (where the Tenant is an incorporated association) evidence of the Tenant's current registration with Consumer Affairs Victoria as an incorporated association in accordance with the *Associations Incorporation Reform Act 2012* (Vic).

8. Tax exempt

The Tenant must not undertake any activity or permit anything to be done which may cause it to cease being exempt from Commonwealth income tax under the *Income Tax Assessment Act 1997* (Cth).

9. No business or commercial activity

The Tenant must not allow any part of the Premises to be used by any person (other than the Tenant) for any type of business or commercial activity.

10. Liquor licence

The Tenant must not apply for or hold any licence or permit under the *Liquor Control Reform Act 1998* (Vic).

11. No gaming licence

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

12. Working with Children Checks

- 12.1 This Special Condition 12 applies if the Tenant's activities at the Premises involve persons engaged in 'child related work' within the meaning of the *Working with Children Act 2005* (Vic) (**WWCA**).
- 12.2 Without limiting the Tenant's obligations concerning compliance with all laws and requirements of any authority in connection with the Premises and the Tenant's use and occupation of the Premises, the Tenant must:
 - 12.2.1 ensure that all employees and volunteers who are required to apply for a Working with Children Check (**WWC**) under the WWCA have done so, before working with children at the Premises;
 - 12.2.2 provide a copy of the WWC card of each of the Tenant's employees and volunteers working at the Premises to the Council, on demand;
 - 12.2.3 ensure that any employee or volunteer that is given a negative notice (within the meaning given to that term in the WWCA) does not work with children at the Premises; and



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- 12.2.4 subject to Special Condition 12.3, ensure that the information in any WWC of the Tenant's employees and volunteers which is provided to the Council, is kept confidential.
- 12.3 The Tenant agrees that the Council may disclose the information in any WWC of the Tenant's employees and volunteers for the purpose of administering or enforcing this Lease or if required by law.
- 13. Child Safe Standards**
- 13.1 This Special Condition 13 applies if the Tenant is:
- 13.1.1 an applicable entity within the meaning of the *Child Wellbeing and Safety Act 2005* (Vic); and
- 13.1.2 not otherwise exempt from the requirements of that Act.
- 13.2 For the purposes of this Special Condition 13, **Child Protection Toolkit** means the document of that name published by Our Community Pty Ltd, January 2016, ISBN 978-1-876976-58-3.
- 13.3 The Tenant must comply with the Child Safe Standards published pursuant to the *Child Wellbeing and Safety Act 2005* (Vic) (as amended from time to time).
- 13.4 The Tenant acknowledges that the Child Safe Standards can be found at the website <http://www.education.vic.gov.au/about/programs/health/protect/Pages/default.aspx> (as amended from time to time) and, for the purposes of this Special Condition 13, the Tenant acknowledges having received a copy of the Child Safe Standards.
- 13.5 Commencing no later than 6 months after the Commencement Date until the end of the Term, the Tenant must, using the Child Protection Toolkit:
- 13.5.1 implement a child-safe policy or statement of commitment to child safety;
- 13.5.2 put in place a code of conduct that establishes clear expectations for appropriate behaviour with children;
- 13.5.3 codify mandatory and voluntary processes for responding to and reporting suspected child abuse; and
- 13.5.4 implement such other policies and practices as are relevant and appropriate.



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Attachment 2

Plan of Premises

DRAFT



LOCALITY PLAN

SCALE 1:1500

TOWN PLANNING DRAWING SCHEDULE

TP-A001	LOCALITY PLAN	1: 1500
TP-A010	PROPOSED SITE PLAN/FLOOR PLANS	1: 300
TP-A200	PROPOSED ELEVATIONS	1: 200
TP-A400	PERSPECTIVES	
TP-A410	PERSPECTIVES	

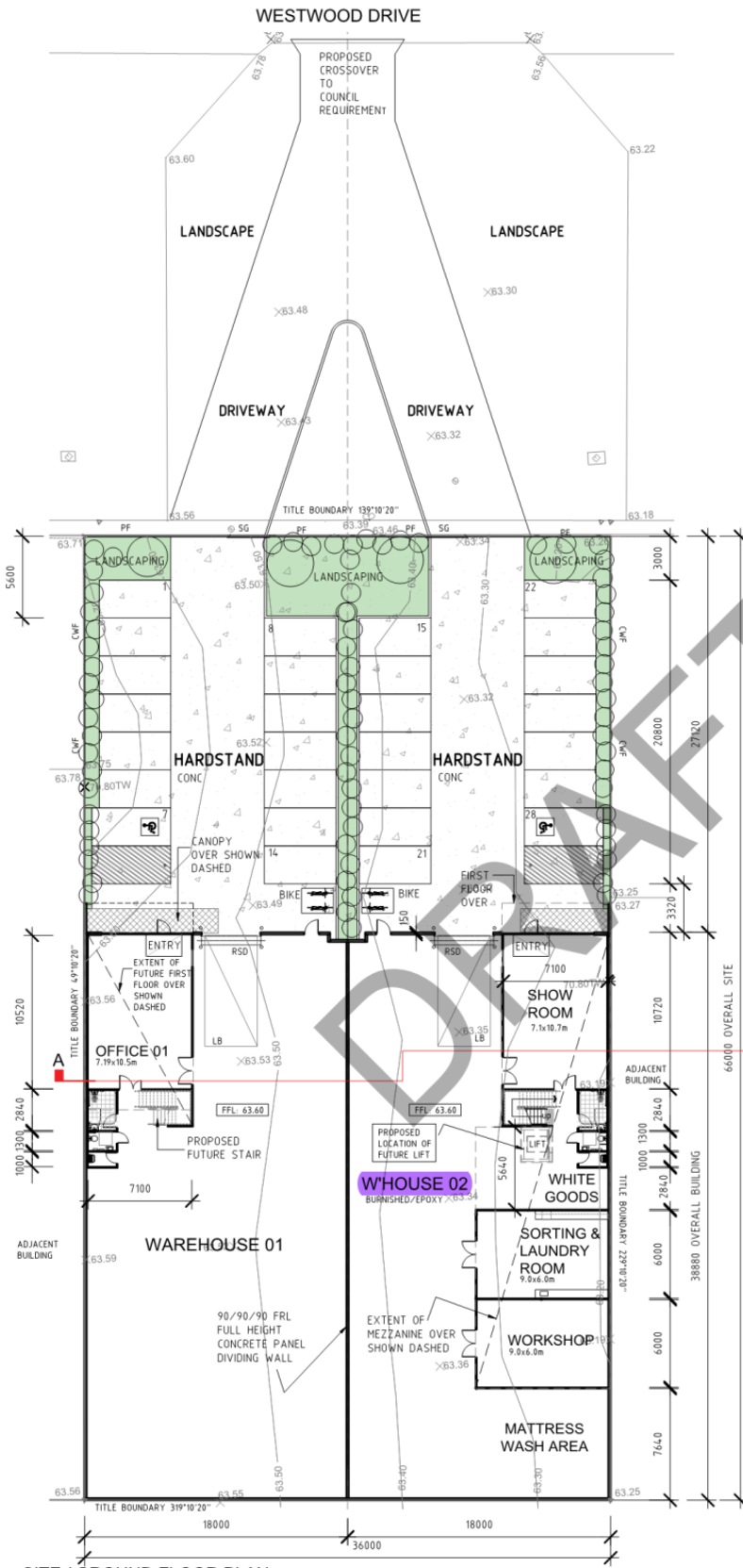
**PROPOSED DEVELOPMENT
AT 23 WESTWOOD DRIVE RAVENHALL**

CLIENT: MELTON CITY COUNCIL | DATE: NOV 2020 | SCALE: 1:1500 | DRAWING TITLE: LOCALITY PLAN

JOB NO.: 20639 | DRAWING NO.: TP001-A



ARCHITECTS:
**Nicholas + Alexander
Architects**
37 Bevan St, Albert Park VIC 3206
T: + 61 3 96965622
e-mail: naarch@plibon.net.au



SITE / GROUND FLOOR PLAN
SCALE 1:300

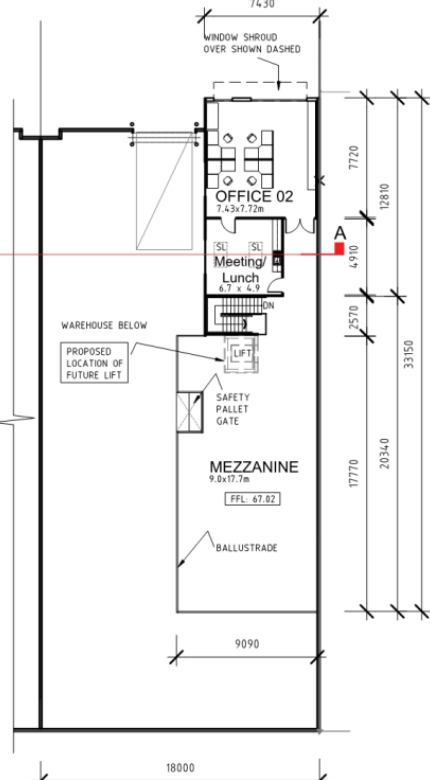
FEASIBILITY ANALYSIS

TOTAL SITE AREA 2237m²

		AREA m ²
WAREHOUSE		
WH 1	612m ²	
WH 2	700m ²	
WH2 MEZZANINE	171m ²	
TOTAL WH		1,483m ²
OFFICE - ANCILARY		
OFF 1 (2-LEVEL)	216m ²	
OFF 2 (LEVEL 1)	57m ²	
TOTAL OFFICE		273m ²
TOTAL BLDG		1,766m ²
LESS LB	2 X 4.5 X 7.6	68m ²
AREA FOR CARPARK CALCULATION		1,698m ²
RATE		
1.5/100 + 4	CARS REQ	28
TOTAL CARS	CARS PROV	28

THIS IS A PRELIMINARY SKETCH PROPOSAL AND FURTHER INVESTIGATIONS ARE REQUIRED INCLUDING SITE INVESTIGATIONS AND PLANNING INPUT. PROSPECTIVE PURCHASERS ARE NOT TO RELY ON ANYTHING SHOWN ON THIS DRAWING INCLUDING ALL BUILDINGS, SET-BACKS, LANDSCAPING AND CAR PARKING & CAR ACCESS WHICH ARE ALL SUBJECT TO A TOWN PLANNING PROCESS AND PERMIT.

- CFW CHAIN WIRE FENCING TO BE NO GREATER
- PF BLACK POWDERCOAT PALISADE FENCE 1.5 HT TO FRONTAGE
- SG SLIDING GATE
- BIKE ALLOW 2 NO. BICYCLE PARKING TO EACH TENANCY



FIRST FLOOR PLAN
SCALE 1:300

PROPOSED DEVELOPMENT
AT 23 WESTWOOD DRIVE RAVENHALL

CLIENT MELTON CITY COUNCIL DATE NOV 2020 SCALE 1:300 DRAWING TITLE SITE PLAN

JOB NO. 000 DRAWING NO. TP010- A



ARCHITECTS:
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37 Bevan St, Albert Park VIC 3206
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Attachment 3

Condition Report

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Attachment 4

Maintenance Schedule

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Melton City Council - WERN

Maintenance Schedule by Activity / Component / Frequency - Occupier / Tenant

Property Services

Row Labels	3000_Daily	3100_Weekly	3200_Monthly	3300_3M	3400_6M	3500_Annually	3600_Bi Annually	3700_5 years	3800_Breakdown	Grand Total
2100_Intervene	3	1	2	5	7	5		4		27
2111-1_Clean			1	1						2
0303_Windows & Doors				1						1
0505_Interior Windows			1							1
2111-2_High level dusting					1					1
0501_Ceiling Finishes					1					1
2111-3_Mop Wash, wipe clean						1				1
0209_Signs						1				1
2111-4_Pressure Wash					1					1
0301_External Walls					1					1
2111-5_Roof and SW drain clean				1						1
0302_Roof				1						1
2111-6_Vacuum and/or Mop wash	1									1
0502_Floor surfaces	1									1
2111-7_Wipe Clean	2	1		1						4
0205_Furniture				1						1
0503_Interior Doors	1									1
0504_Interior Walls	1									1
0506 Fixtures & Fittings		1								1
2112-3_Service Sanitary Disposal Units			1							1
0506 Fixtures & Fittings			1							1
2121-2_Check & service door & window furniture					1					1
0303_Windows & Doors					1					1
2121-3_Service as per Manufacturers specifications				2						2
0710_Split A/C Units				1						1
0711_Ventilation System				1						1
2122-1_Paint								4		4
0305_Exterior Finishes (applied coatings)								1		1
0501_Ceiling Finishes								1		1
0503_Interior Doors								1		1
0504_Interior Walls								1		1
2122-2_Sand & Seal Timber flooring						1				1
0502_Floor surfaces						1				1
2131-1_ESM (Essential Safety Measures) test and report					2	1				3
0401_Fire Alarm Systems					1					1
0403_Fire Services					1					1
1101_Domestic Cold Water						1				1
2131-5_Performance Inspection					2					2
0105_Lighting - Flood / Security					1					1
1102_Domestic Hot Water					1					1
2131-6_Test & Tag						1				1
0506 Fixtures & Fittings						1				1
2132-1_Verify / test operation & report						1				1
1103_Warm Water						1				1

MEETING OF COUNCIL

30 AUGUST 2021

Item 12.6 Proposed Lease to WERN - 23 Westwood Drive, Ravenhall
 Appendix 1 Draft Lease to WERN - 23 Westwood Drive, Ravenhall - undated

Melton City Council - WERN

Maintenance Schedule by Activity / Component / Frequency - Occupier / Tenant

Property Services

Row Labels	3000_Daily	3100_Weekly	3200_Monthly	3300_3M	3400_6M	3500_Annually	3600_Bi Annually	3700_5 years	3800_Breakdown	Grand Total
2200_Monitor				2	3	10	5			20
2131-1_ESM (Essential Safety Measures) test and report					1					1
0102_Emergency Lighting (Not fire related)					1					1
2221-1_Performance Analysis							4			4
1202_Floor Framing							1			1
1203_Wall Framing							1			1
1204_Columns (Load bearing)							1			1
1205_Roof Framing							1			1
2231-3_Performance Inspection				2	2	10	1			15
0104_Lighting - External/Internal					1					1
0203_Civil works						1				1
0204_Fencing				1						1
0205_Furniture						1				1
0206_Gates						1				1
0207_Hard stand						1				1
0209_Signs						1				1
0212_Stormwater Drainage							1			1
0301_External Walls						1				1
0302_Roof						1				1
0303_Windows & Doors						1				1
0304_Height Access Systems						1				1
0506 Fixtures & Fittings					1					1
0801_Sanitary Plumbing						1				1
1301_Pest Control				1						1
2300_Respond									37	37
2311-1_Functionality Repair									36	36
0101_Distribution Boards									1	1
0102_Emergency Lighting (Not fire related)									1	1
0104_Lighting - External/Internal									1	1
0105_Lighting - Flood / Security									1	1
0203_Civil works									1	1
0204_Fencing									1	1
0205_Furniture									1	1
0206_Gates									1	1
0207_Hard stand									1	1
0209_Signs									1	1
0212_Stormwater Drainage									1	1
0301_External Walls									1	1
0302_Roof									1	1
0303_Windows & Doors									1	1
0304_Height Access Systems									1	1
0401_Fire Alarm Systems									1	1
0403_Fire Services									1	1
0501_Ceiling Finishes									1	1

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Melton City Council - WERN

Maintenance Schedule by Activity / Component / Frequency - Occupier / Tenant

Property Services

Row Labels	3000_Daily	3100_Weekly	3200_Monthly	3300_3M	3400_6M	3500_Annually	3600_Bi Annually	3700_5 years	3800_Breakdown	Grand Total
0502_Floor surfaces									4	4
0503_Interior Doors									1	1
0504_Interior Walls									1	1
0505_Interior Windows									1	1
0506_Fixtures & Fittings									2	2
0710_Split A/C Units									1	1
0711_Ventilation System									1	1
0801_Sanitary Plumbing									1	1
1101_Domestic Cold Water									1	1
1103_Warm Water									1	1
1202_Floor Framing									1	1
1203_Wall Framing									1	1
1204_Columns (Load bearing)									1	1
1205_Roof Framing									1	1
2323-1_Scope, design & implement									1	1
1301_Pest Control									1	1
Grand Total	3	1	2	7	10	15	5	4	37	84

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Melton City Council - WERN

Maintenance Schedule by Activity / Component / Frequency - Council

Property Services

Row Labels	3500_Annually	3800_Breakdown	3900_EOL - End of Life	Grand Total
2100_Intervene			27	27
2141-1_Supply & install new replacement			2	2
0204_Fencing			1	1
0209_Signs			1	1
2151-1_Supply & install new replacement			23	23
0101_Distribution Boards			1	1
0102_Emergency Lighting (Not fire related)			1	1
0104_Lighting - External/Internal			1	1
0105_Lighting - Flood / Security			1	1
0205_Furniture			1	1
0206_Gates			1	1
0301_External Walls			1	1
0302_Roof			1	1
0303_Windows & Doors			1	1
0304_Height Access Systems			1	1
0401_Fire Alarm Systems			1	1
0403_Fire Services			1	1
0502_Floor surfaces			4	4
0506_Fixtures & Fittings			1	1
0710_Split A/C Units			1	1
0711_Ventilation System			1	1
0801_Sanitary Plumbing			1	1
1101_Domestic Cold Water			1	1
1102_Domestic Hot Water			1	1
1103_Warm Water			1	1
2152-1_Renewal Construction Project			1	1
0207_Hard stand			1	1
2152-2_Renewal Project			1	1
0212_Stormwater Drainage			1	1
2200_Monitor	2			2
2211-1_Thermal Imaging	1			1
0101_Distribution Boards	1			1
2221-1_Performance Analysis	1			1
1201_Foundations & Footings	1			1
2300_Respond		1		1
2311-1_Functionality Repair		1		1
1201_Foundations & Footings		1		1
Grand Total	2	1	27	30

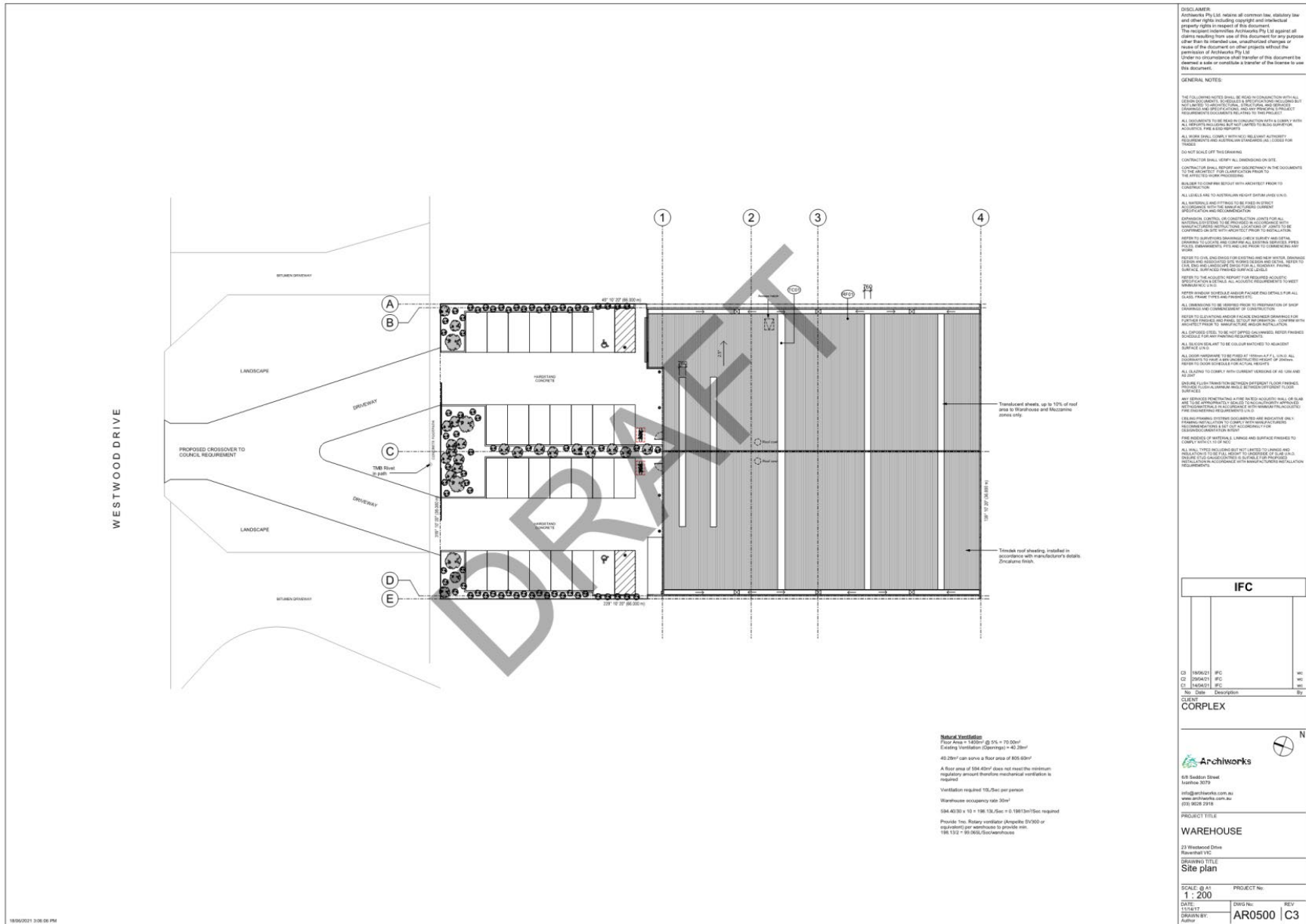


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Attachment 5

Plans and specifications for Council Works

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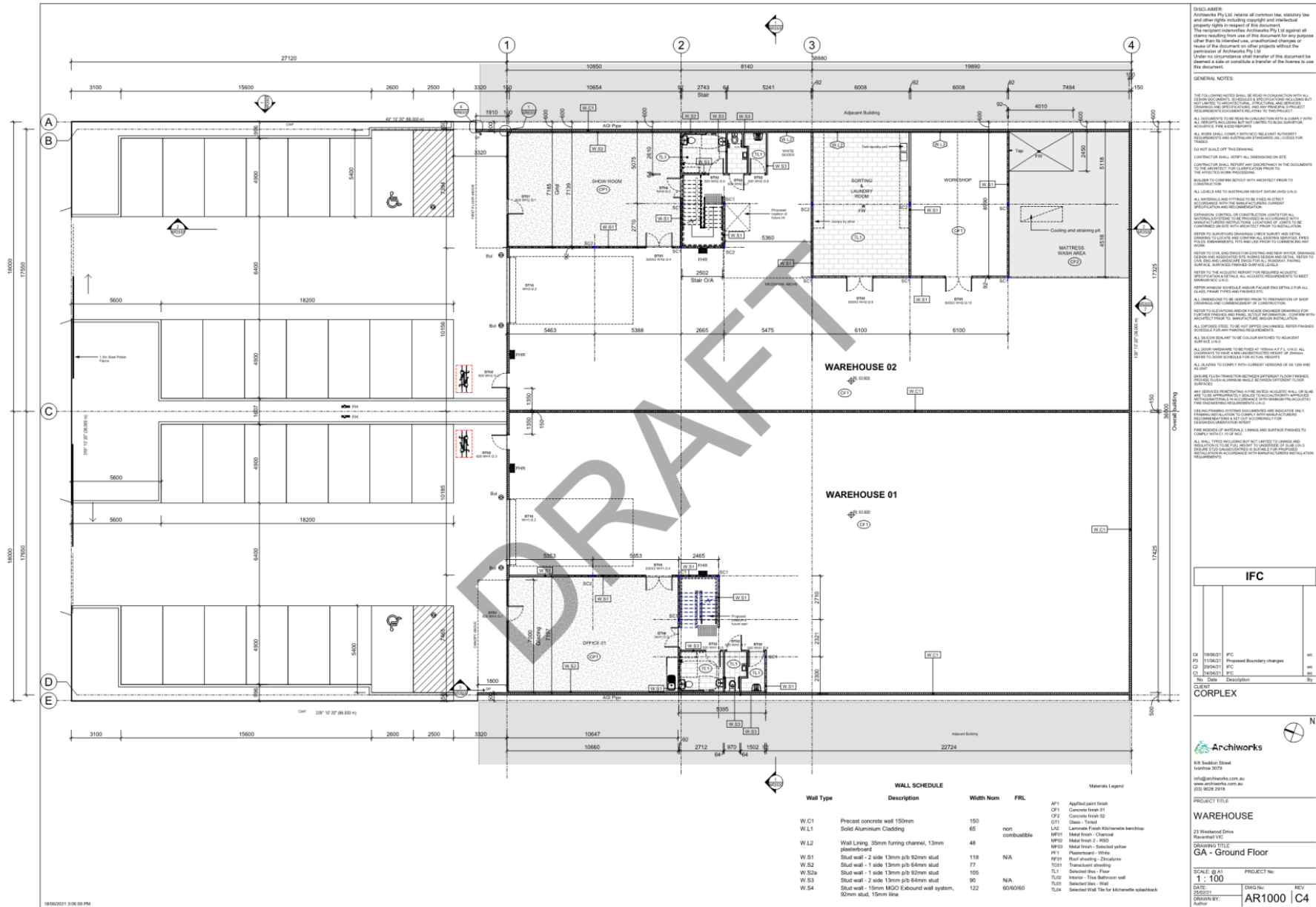


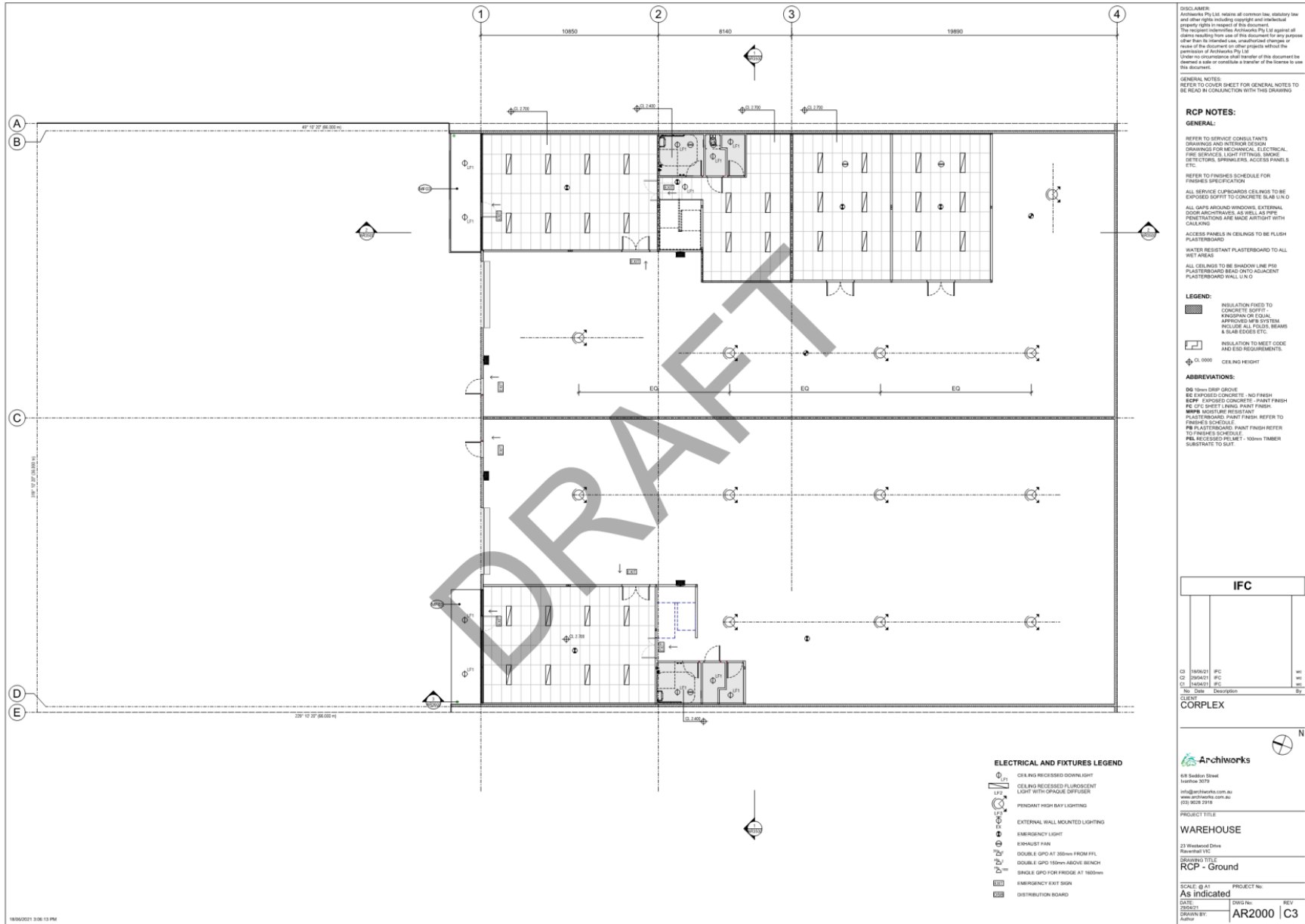
MEETING OF COUNCIL

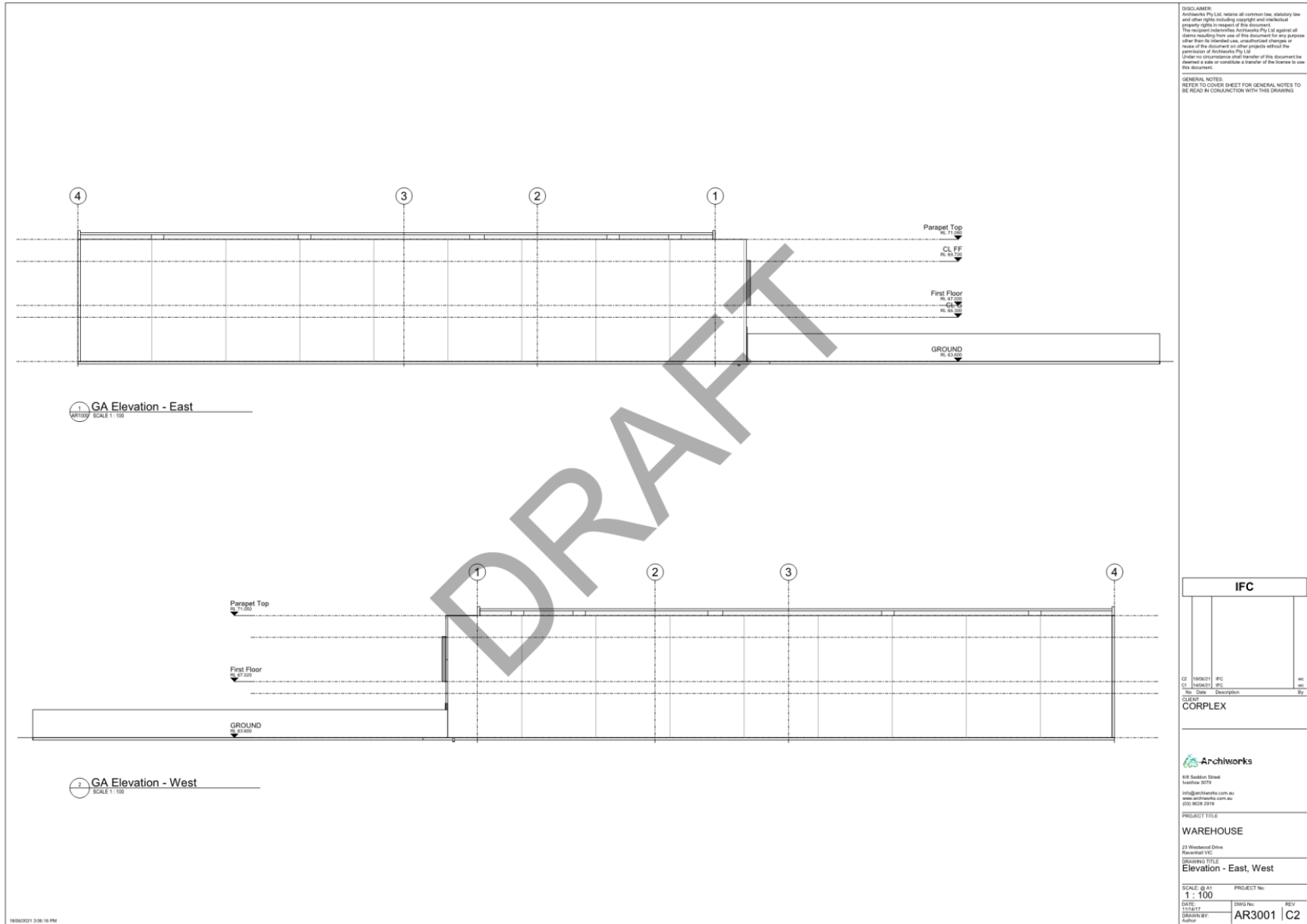
Item 12.6 Proposed Lease to WERN - 23 Westwood Drive, Ravenhall

Appendix 1 Draft Lease to WERN - 23 Westwood Drive, Ravenhall - undated

30 AUGUST 2021







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REFER TO COVER SHEET FOR GENERAL NOTES TO BE READ IN CONJUNCTION WITH THIS DRAWING

IFC		
C2	18/08/21	IFC
C1	14/08/21	IFC
No.	Date	Description
CLIENT		
CORPLEX		

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PROJECT TITLE
WAREHOUSE
23 Westwood Drive
Rusland VIC

DRAWING TITLE
Elevation - East, West

SCALE: @ A1
1 : 100

PROJECT No.
AR3001 | C2

DATE: _____
DRAWN BY: _____
CHECKED BY: _____
DATE: _____
DRAWN No: _____
REV: _____

