

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 NR&W see the department's website.

1. Lessor NOOSA SHIRE COUNCIL	Lodger (Name, address, E-mail & phone number) NOOSA SHIRE COUNCIL, PO BOX 141, TEWANITN QLD 4565, MAIL@NOOSA.QLD.GOV.AU 53296500	Lodger Code NR179
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2. Lot on Plan Description LOT 11 ON SP288942	Title Reference 49109046
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3. Lessee	Given names	Surname/Company name and number COOROY MEMORIAL HALL ASSOCIATION INC. IA56629	(include tenancy if more than one)
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4. Interest being leased
PART OF STATE RESERVE

5. Description of premises being leased

THAT PART OF THE LAND IDENTIFIED AS LEASE AREA M BEING THE GROUND FLOOR OF A SINGLE STOREY BUILDING (A COPY OF WHICH IS ATTACHED)

6. Term of lease Commencement date: 1 May 2019 Expiry date: 1 May 2024 Options: NIL #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration AS PER ATTACHED SCHEDULE
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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 and in Standard Terms Document 711932933

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

CTPI Signature full name JP QUAL 122212 qualification Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	18/6/2019 Execution Date	Signed by Clint Irwin Delegated Officer for and on behalf of the NOOSA SHIRE COUNCIL CTPI DELEGATED OFFICER Lessor's Signature
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9. Acceptance The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease. CTPI Signature full name J.P. (Qual) 78507 qualification Witnessing Officer Lessee's Signature (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	11/06/19 Execution Date	Trustee Lessee: Cooroy Memorial Hall Association Inc IA56629 CTPI
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Title Reference: [49109046]

INTRODUCTION AND INTERPRETATION

1. Introduction

- 1.1 The terms and definitions set out in the Mandatory Standard Terms Document form part of and shall have the same meanings in this Trustee Lease.
- 1.2 This Trustee Lease is subject to the provisions of the Act and if any clause or condition of this Trustee Lease is inconsistent with the Act, the provisions of the Act prevail.
- 1.3 If there is a conflict between the Mandatory Standard Terms Document and the terms of another document forming part of this Trustee Lease, the Mandatory Standard Terms Document prevails.

2. Definitions

In this Trustee Lease, unless the context otherwise requires:

"the Act" means the *Land Act 1994* (Q), as amended from time to time and if that Act is repealed, any Act which replaces that Act;

"Approval" means any approval, consent or permission required by law, including under the Act;

"Business Day" means any day in the State of Queensland which is not a Saturday, Sunday or public holiday either in the locality of the Premises or in Brisbane;

"Commencement Date" means the commencement date stated in item 6 on the Form 7;

"Expenses" means:

- (a) minimum water rates, water consumption charges, water meter rental, minimum sewerage rates, cleansing dues and other charges which the Trustee may from time to time assess on the Premises;
- (b) fire service levies, rates, taxes, and other charges and levies, including all future rates, taxes, other charges and levies assessed on or payable in respect of the Premises;
- (c) costs for services (including electricity, gas and telephone) used on the Premises;
- (d) and in addition, any GST that may be imposed in relation to any item in (a), (b) or (c) above.

"Form 7" means the Form 7 lease which forms part of this Trustee Lease;

"Laws" means all statutes, regulations, ordinances, by-laws, industrial agreements, awards, determinations, orders, rules or requirements of any government authority, and governmental standards which concern the Premises, the Trustee Lessee's Chattels or the Trustee Lessee's use and occupation of the Premises, including, without limitation, all environmental laws;

"Improvements" means all improvements, fixtures and fittings as constructed on the Premises from time to time;

"Mandatory Standard Terms Document" means the mandatory standard terms document no. 711932933 lodged by the Minister in the land registry for a trustee lease under the Act;

"Minister" means the Minister administering the Act;

"Parties" means the Trustee and the Trustee Lessee;

"Premises" means the premises described in Item 5 of the Form 7 and the improvements on those premises;

"Term" means the term stated in Item 6 of the Form 7;

"Third Party Property" means all fixtures, fittings and chattels located on the Premises of which a person other than the Trustee Lessee, its sublessees, licensees and invitees, or the Trustee, is and remains the owner.

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"Trustee" means the lessor stated in Item 1 of the Form 7 and any trustee appointed under the Act in place of that lessor. Where the context permits, the definition also includes all of the Trustee's officers, employees, agents, contractors, consultants and invitees;

"Trustee Lease" means the Mandatory Standard Terms Document and any other document (including the Form 7, and schedule, plans and attachments) for a lease by the Trustee to the Trustee Lessee of the Premises for the Term;

"Trustee Lessee" means the lessee stated in Item 3 of the Form 7 and Includes any personal representative or successor in title to the Trustee Lessee. Where the context permits, the definition also includes all of the Trustee Lessee's officers, employees, agents, contractors, consultants and invitees;

"Trustee Lessee's Chattels" means all movable chattels located on, but not affixed to, the Premises, which are owned by the Trustee Lessee, including, without limitation, signs, tables, chairs, sports equipment and computers.

Irrelevant

TRUSTEE LESSEE'S RIGHTS AND OBLIGATIONS

Irrelevant

6. Use of the Premises

6.1 The Trustee Lessee must:

- (a) use the Premises only for the purpose set out in item 4 of Schedule 1, in a reputable manner;

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- (b) comply with all Laws including but not limited to the Trustee Lessee's responsibility for fulfilling its General Environmental Duty in terms of the EPA;
- (c) at all times comply with all current Trustee policies affecting the Lease and the Lease area; and
- (d) commence use of the Premises within two years of the commencement of the Term where the Lessee has the requirement to establish and construct buildings, grounds and or infrastructure, in support of the activity, and commence use of the Premises within six months of the commencement of the Term where the Trustee Lessee has no requirement for major construction or redevelopment of the Lease area. The Trustee reserves the right to provide definition and guidance where there may be an uncertainty or variations that may require a negotiated position for the parties involved.

6.2 The Trustee Lessee must not, without the prior written consent of the Trustee:

- (a) use or permit the Premises to be used for any purpose other than as specified in Schedule 1 and any other ancillary purpose where such purposes are necessary or incidental to the other purposes specified in Schedule 1;
- (b) cease to use the Premises for a continuous period of three months or more;
- (c) allow any activity or thing on or near the Premises which may be illegal, or a nuisance, disturbance or annoyance to any person;
- (d) use any form of light, power or heat other than from solar panels, electric current or gas supplied through meters (except auxiliary power or lighting, other than an exposed flame, during power failures or restrictions) on the Premises;
- (e) use any flammable substance on the Premises, except in the normal course of the Trustee Lessee's business;
- (f) use the toilets, drains and other plumbing facilities on the Premises for any purpose other than those for which they were constructed; nor
- (g) interfere with any services to the Premises.

6.3 The Trustee Lessee's right to use the land for the stated purpose may be qualified by the special conditions contained in the Reference Schedule or Schedules.

6.4 No camping shall be allowed on the Premises.

6.5 If a Trustee Lessee obtains a Lease to conduct a food outlet then the Trustee Lessee shall ensure that any person conducting a food establishment on the Premises at the request of the Trustee Lessee shall comply in every respect with the requirements of the *Food Act 2006* and Food Safety Standards 3.2.2 and 3.2.3 and all requirements contained in the Trustee's Code of Practice for food establishments and, in particular, those requirements concerning the hygienic and safe handling of food for sale.

7. **Maintenance and Development of the Premises**

7.1 The Trustee Lessee must keep the Premises in good and substantial repair (including internal structural repairs) at all times during the term of this lease, at the Trustee Lessee's expense, including carrying out such works as may be required to fulfil the responsibilities of the Trustee Lessee specified in the attached **Schedule 4: Maintenance Schedule**.

7.2 The Trustee Lessee must notify the Trustee in writing of any repairs to be undertaken to the Premises prior to the commencement of the repairs.

7.3 Any repairs carried out to the Premises must be undertaken by an accredited repairer in a workmanlike manner and to the satisfaction of the Trustee.

7.4 At all times, the Trustee Lessee must keep the Premises:

- (a) clean and tidy;
- (b) free from weeds and pests; and
- (c) in good and substantial repair to the reasonable satisfaction of the Trustee.

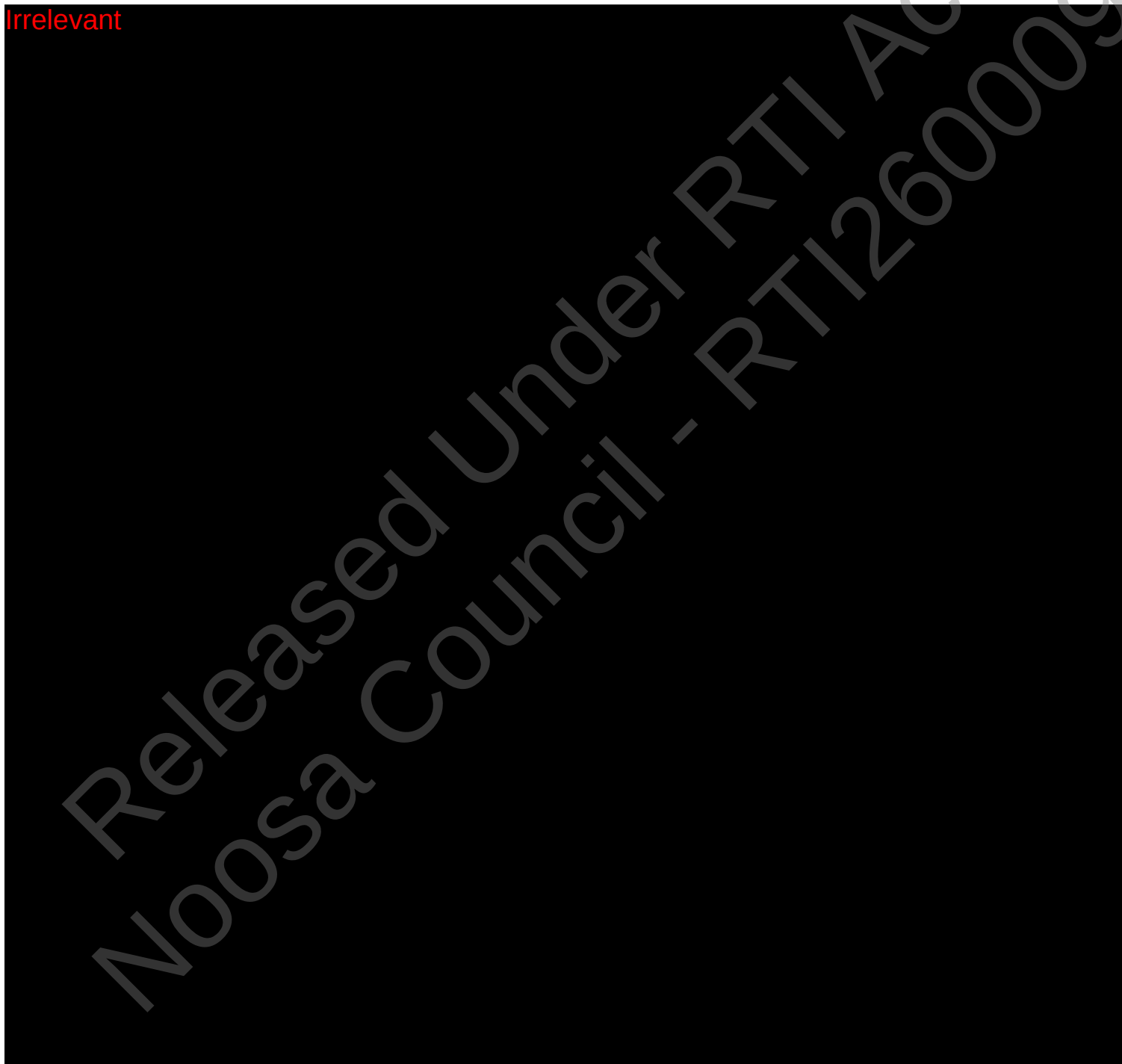
7.5 Further, the Trustee Lessee must not, without the prior written consent of the Trustee:

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- (a) alter the Premises, install any partitions or equipment or do any building work on the Premises;
- (b) fence the Premises
- (c) display any signs or notices on the Premises; nor
- (d) destroy, damage or remove any tree or shrub on the Premises.
- (e) seal any area of the Premises which the Trustee requires to be used for parking with a surface to the Trustee's satisfaction.

7.6 Trustee Lessee is required to comply with the provisions of the Vegetation Management Act 1999.

Irrelevant



Title Reference: [49109046]

Irrelevant

Released Under RTI Act
Noosa Council - RTI260009

Title Reference: [49109046]

Irrelevant

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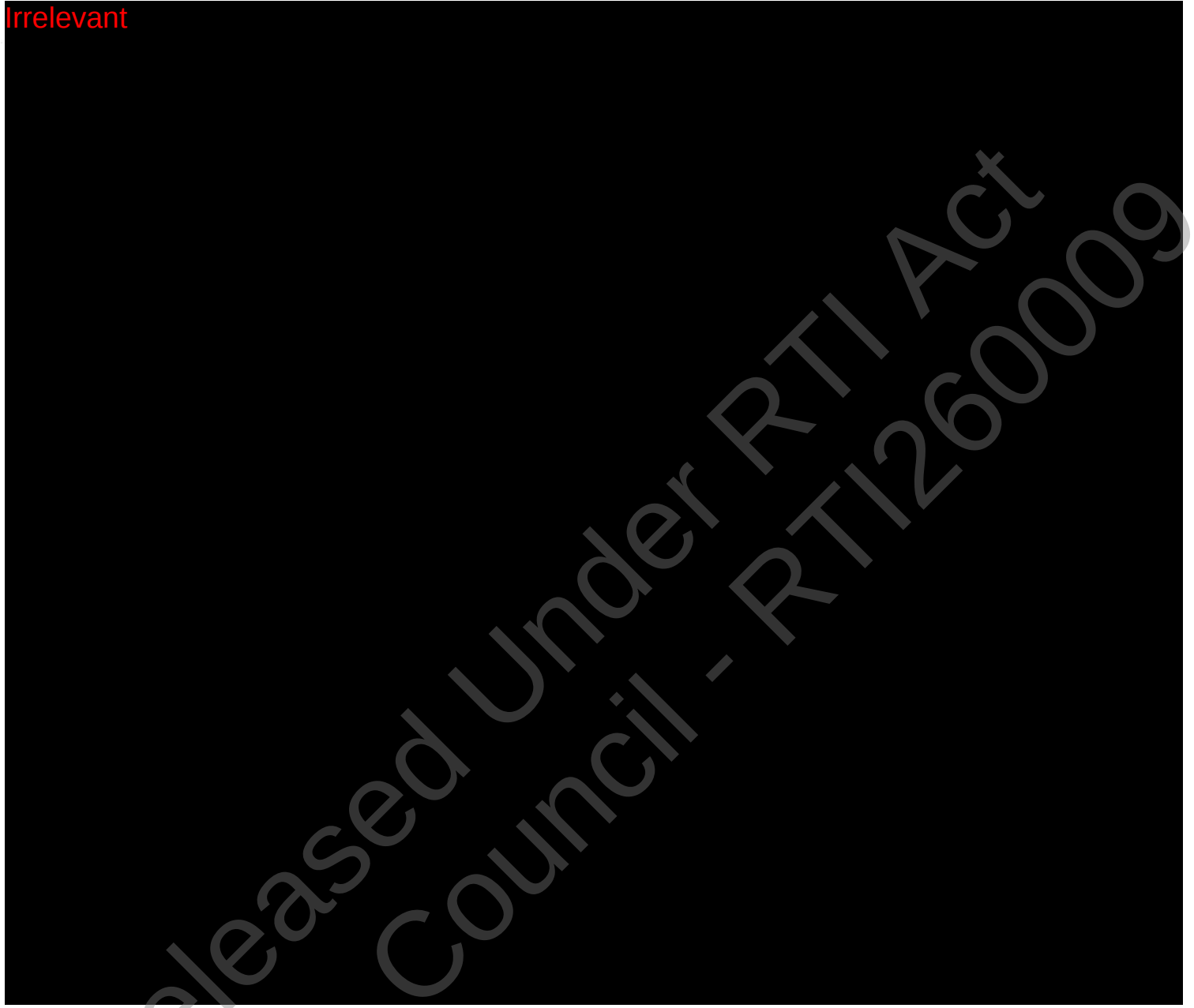
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Title Reference: [49109046]

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Noosa Council - RTI260009

Title Reference: [49109046]

SCHEDULE 1: REFERENCE SCHEDULE

Item 1: Term

Commencement Date of lease: 1 July 2018
Expiry Date of lease: 1 July 2023

Irrelevant

Item 3: Permitted hours of use

Those trading hours permitted under the relevant licence or permit granted in respect of the Premises pursuant to the *Liquor Act*.

Irrelevant

Item 4: Use of Premises

Permitted Use: Community Public Hall and Recreational Use

Irrelevant

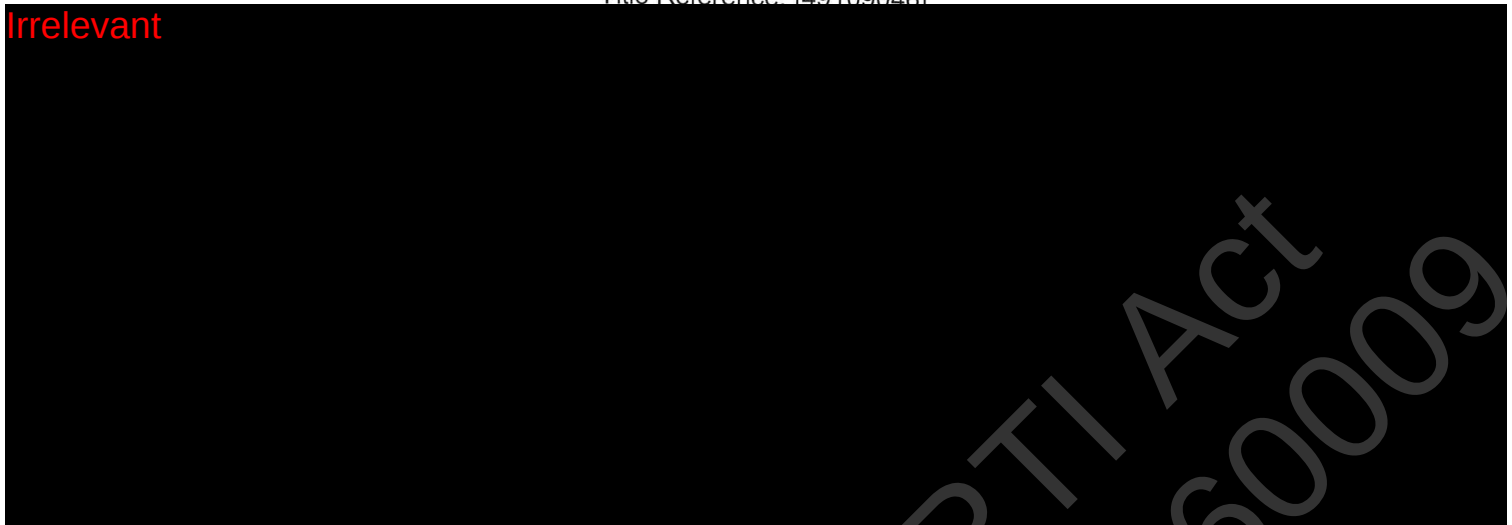
Title Reference: [49109046]

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Released Under RTI Act
Noosa Council - RTI260009

Title Reference: [491090461]

Irrelevant



Released Under RTI Act
Noosa Council - RTI260009

Title Reference: [49109046]

Irrelevant

Released Under RTI Act
Noosa Council - RTI260009

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SCHEDULE 4: MAINTENANCE STANDARDS**FOR THE PURPOSES OF THIS MAINTENANCE SCHEDULE THIS FACILITY IS TRUSTEE OWNED**

		Council Responsibilities ✓	Lessee Responsibilities ✓
FIRE SERVICES & EMERGENCY PROCEDURES			
Emergency Procedures	Ensure the provision of all safety, emergency procedures including evacuation procedures		✓
	Inspections/servicing, repairs and replacement of all portable fire equipment to Australian Standards	✓	
	Inspections/servicing, repairs and replacement of fire system components to Australian Standards – including fire hydrants, fire indicator panels, fire hose reels, fire doors, emergency and exit lighting	✓	
	All system drawings, records, logbooks secured in a fire proof cabinet and available for sighting by authorised officers.	✓	
	Costs for alarm responses		✓
HEALTH AND SAFETY			
	Cost of thoroughly fumigating and disinfecting the buildings (excluding termites)		✓
UTILITIES & OTHER COSTS			
	Waste removal and all utilities and other costs as per the tenure arrangement.		✓
TELEPHONE SERVICES			
	Maintenance and repair of telephone lines and system and installation of additional requirements.		✓
INSPECTIONS			
	Condition Assessment inspections by authorised officer for Council	✓	
SECURITY			
Security System	Security of the Premises		✓
	For existing security systems: maintenance, upgrade/replacement of security system is Councils responsibility. Including costs for security system programming, system monitoring, alarm responses, security patrols and/or	✓ (for Council installed systems only)	

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		Council Responsibilities ✓	Lessee Responsibilities ✓
	access control system swipe cards		
	For security systems installed by lessee: Installation maintenance, upgrade/replacement is their responsibility. Costs for security system programming, system monitoring, alarm responses, security patrols and/or access control system swipe cards		✓
	Costs for security system programming, system monitoring, alarm responses, security patrols and/or access control system swipe cards		✓
Keys	Maintenance of a key register		✓
	Repairs/replacement of locks and/or any additional keys.		✓
REFUSE SERVICES			
	Refuse collection charges (if applicable)		✓
PEST & WEED CONTROL			
	Internal pest control. External pest and noxious weed control. At least according to the applicable recommended control regimes. Minimum annually in general areas, at least six monthly in food preparation areas or according to the applicable Health Act, Regulations and Local Government By Laws		✓
	Termite inspection of building, treatment and reinstatement.	✓	
CLEANING			
	Supply and cost of cleaning, which includes all purchase and maintenance and/or replacement of equipment		✓
DAMAGE AND EFFECTS			
	Undertake repair and cost of replacement of any items of property damaged through misuse or by participants in programs		✓
FIXTURES, FURNISHING & EQUIPMENT			
	Supply and cost of all repairs and replacements to fixtures, furnishings, equipment and chattels on the premises due to tenant neglect, wilful or accidental damage or removal.		✓
	Servicing (under a periodic maintenance program) and resultant repairs of all equipment and/or systems, as per manufacturer's warranty, or industry recommendations. Service records must be maintained and available on site		✓

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		Council Responsibilities	Lessee Responsibilities
	for viewing by authorised Council officer.	✓	✓
	Whole of life replacement of equipment or systems		✓
	Cost of renewals to floor coverings from fair wear and tear		✓
	Cost of floor reseals (under a periodic maintenance program) from fair wear and tear		✓
OTHER	Any fixtures, furnishings & equipment installed inside or onto the building after the date of the signed Lease will be maintained by the Lessee in the entirety i.e. access lift, external shade devices etc		✓
SEWERAGE, WATER SUPPLY & DRAINAGE			
	Sewerage – external reticulation to last inspection opening	✓	
	Water supply – reticulation to point of entry	✓	
	Replacement of tap washers, toilet seats, sink plugs and any other minor items		✓
	Water supply – internal reticulation, fixtures, etc	✓	
	Cost of repairing blockages in any pipes originating in the premises	✓	
	Management and maintenance of septic and other systems used that are not connected to a sewage network	✓	
	Licence fees and annual maintenance of Backflow Prevent Devices, submission of documentation to relevant authority, ensuring records are maintained		✓
GENERAL MAINTENANCE (REPAIRS, PAINTING, ETC)			
	Appearance – internal painting, minor painting, touch up painting, cleaning		✓
	Major cyclic repaint external (not internal)	✓	
	Replacement of structural bolts and external fastenings	✓	
	Removal of major graffiti on external areas (major graffiti being that which cannot be removed with general cleaning products)	✓	
	Removal of minor graffiti on external areas (can be cleaned off with general cleaning products as per the paint specifications)	✓	
	All repairs to external doors, windows, floors and walls, staircases -not due to tenant negligence or accident	✓	

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		Council Responsibilities ✓	Lessee Responsibilities ✓
	through activities.		
	Rust prevention and treatment of external structure	✓	
	Major repairs and replacement to external timberwork, major structural elements and roof	✓	
	Installation, repair and replacement of and not limited to communication equipment, radios, external aerials, public address systems and CCTV		✓
LANDSCAPING AND PATHWAYS			
	Lopping of trees	✓	
	Maintenance of gardens including weed control		✓
	Safety of pathway surfaces – inspection and reporting of major issues	✓	
	Pathways – regular cleaning		✓
	Pathways – repair/replacement	✓	
ELECTRICAL			
	Repairs to, replacement of, or upgrade to switchboards and electronic controls failure	✓	
	Management of overhead electrical reticulation	✓	
	Repairs to and replacement of external building lighting infrastructure		✓
	Repairs to and replacement of internal building lighting infrastructure		✓
	Cleaning, repairs, replacements of light bulbs internal and external		✓
	Inspection, testing and maintenance records of Residual Current Devices (RCDs) as per Australian Standards	✓	
	Reticulation to site depending on the site specific system	✓	
	Operational failures-circuit breakers, damage to enclosures, labelling, circuit diagram, service records		✓
	Electricity supply failure – contact power provider		✓
	Testing and tagging of all electrical equipment in accordance with Australian Standards		✓
AIR CONDITIONING			

Title Reference: [49109046]

		Council Responsibilities ✓	Lessee Responsibilities ✓
	Air conditioning systems installation and maintenance		✓
SIGNAGE			
	Signage associated with the lessee		✓

SCHEDULE 5: LEASE PLAN

Document Set ID: 21160621
Version: 1, Version Date: 03/07/2020

Title Reference: [49109046]

SCHEDULE 6: WRITTEN AUTHORITY

Department of Natural Resources and Mines

Written Authority No. 1 - Section 64 of the *Land Act 1994***Trustee lease over trust land**

This authority relates only to trust land under the trusteeship of the State or a local government and dispenses with the need to obtain Ministerial approval under the *Land Act 1994* for a trustee lease.

This authority though does not apply to trust land which is-

- Aboriginal trust land under the *Aboriginal Land Act 1991*¹; or
- Torres Strait Islander trust land under the *Torres Strait Islander Land Act 1991*².

This authority also does not apply to a trustee lease of trust land if-

- the lease is a construction trustee lease³; or
- the term of the lease is for a period greater than 30 years⁴.

Written authority is given to the State or a local government⁵ as trustee of trust land under section 64 of the *Land Act 1994* to dispense with the need to obtain Ministerial approval for a trustee lease on the following conditions:-

A trustee lease of trust land may be entered into, and registered, provided -

- a. the trustee lease is **consistent** with the purpose of the trust land⁶; and
- b. the lease complies with the requirements of section 15(2) of *Land Regulation 2009*⁷; and
- c. the lease is shown as subject to Mandatory Standard Terms Document No 711932933⁸; and
- d. a copy of this Written Authority forms part of the trustee lease documents lodged for registration in the Queensland Land Registry.

Note: A trustee lease must be registered in the Queensland Land Registry⁹

This authority takes effect from the date the authority is signed and continues to take effect until it is withdrawn by written notice.

For the purposes of section 15(2)(b) of the *Land Regulation 2009*, the number identifying this authority is "Written Authority (No. 1)"

CTPI

The Hon. Dr Anthony Lynham MP
Minister for State Development and Minister for Natural Resources and Mines
Date:

20/5/15

¹ See Part 15 of the *Aboriginal Land Act 1991*.

² See Part 11 of the *Torres Strait Islander Land Act 1991*.

³ For trustee construction leases, see section 57(2A) & (2B) of the *Land Act 1994*.

⁴ For the term of a trustee lease, see section 61(1) of the *Land Act 1994*.

⁵ A Local Government as listed in Schedule 1 of the *Local Government (Operations) Regulation 2010* and the Brisbane City Council - *City of Brisbane Act 2010*.

⁶ See section 64(2) of the *Land Act 1994*.

⁷ See section 64(2) of the *Land Act 1994*.

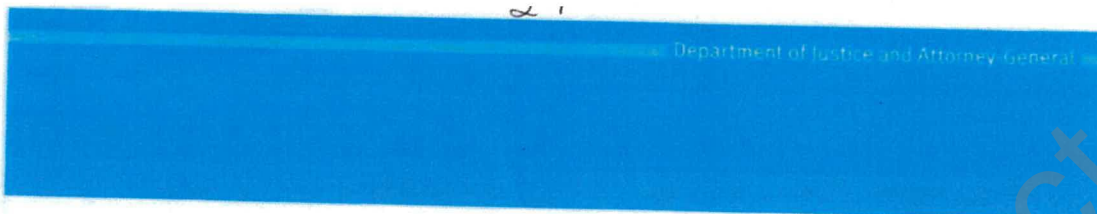
⁸ See section 64(5)(b) of the *Land Act 1994*.

⁹ See section 57(3) of the *Land Act 1994*.



Title Reference: [49109046]

SCHEDULE 7: INCORPORATION CERTIFICATE



Department of Justice and Attorney-General

Form 20 Version 2

QUEENSLAND

Associations Incorporation Act 1981
Section 15

Form 15

Incorporation Number: IA56629

Certificate of Incorporation

This is to certify that

COOROY MEMORIAL HALL ASSOCIATION
INC.

is, on and from the twenty-fourth day of January 2017
incorporated under the Associations Incorporation Act 1981.

Dated this twenty-fourth day of January 2017.

CTPI

Delegate of Director-General

THIS IS A TRUE COPY
OF THE ORIGINAL THAT
I HAVE SIGHTED.

CTPI

JP(QUAL)

22/3/17



Great state. Great opportunity.

