Agricultural Lease

**[#Insert Address#]**

**[Note: This lease is a template agricultural lease only. It must be amended to reflect the terms agreed by the parties and it is recommended that each party seeks its own legal advice prior to signing.]**



Level 2, 179 Murray Street

HOBART TAS 7000

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# Details

**Parties Landlord and Tenant**

|  |  |
| --- | --- |
| **Landlord** |  |
| Name | **[#Insert full name#]** |
| ABN | **[#Insert ABN#]** |
| Address | **[#Insert address#]** |
| Contact | **[#Insert contact#]** |
| Email | **[#Insert email address#]** |

|  |  |
| --- | --- |
| **Tenant** |  |
| Name | **[#Insert full name#]** |
| ABN | **[#Insert ABN#]** |
| Address | **[#Insert address#]** |
| Contact | **[#Insert contact#]** |
| Email | **[#Insert email address#]** |

# Background

1. The Landlord is the owner of the Premises.
2. The Landlord has agreed to lease the Premises to the Tenant on the terms and conditions set out in this lease.

# Agreed terms

## Definitions and interpretation

### Definitions

In this lease, unless the contrary intention appears:

**Agricultural Improvements** has the meaning given in clause [28.4.](#_bookmark49)

**API** means the Australian Property Institute Limited Tasmanian Office (or if it does not exist, an association with substantially similar objects).

**Authority** means any governmental or other public body, local authority or other authority of any kind.

**Building** means any building on the Land of which the Premises form part.

**Building Act** means the *Building Act* 2016 (Tas).

**Building Regulations** means the Building Regulations made under the Building Act.

**Business Day** means a day on which banks are open for general banking business in Hobart other than a Saturday, Sunday or public holiday.

**Commencement Date** means the date specified in [Item 4.](#_bookmark58)

**Common Areas** means the areas of the Land, during the period that they are not let or licensed to other persons, which are designated or are permitted by the Landlord for common use by the Tenant and other persons authorised by the Landlord including the areas identified by the Landlord as providing access and egress to and from the Premises.

**Corporations Act** means the *Corporations Act* 2001 (Cth).

**CPI Adjustment Dates** means those dates specified in [Item 10.](#_bookmark64)

**Dealing** means the Tenant:

* + - 1. transferring this lease or subletting the Premises;
      2. mortgaging or encumbering its interest in this lease; or
      3. entering into an agreement that gives any person the right to enter into occupation or possession of the Premises or any part of the Premises or any goods or property on the Premises.

**Details** means the section of this lease headed ‘Details’.

**Dispute Notice** means a notice given by the Tenant under clause [6.3](#_bookmark2) (Disagreement with the Landlord’s proposal).

**Essential Building Services** means that prescribed as such by the Building Act and section 72 of the Building Regulations.

**Event of Default** means any of the events specified in clause [17.2](#_bookmark22) (Events of Default).

**Fixed Rent Adjustment Dates** means those dates specified in [Item 9.](#_bookmark63)

**Insolvent** means the Tenant becomes bankrupt, insolvent, under administration, in liquidation or receivership, deregistered or otherwise without full capacity.

**Item** means an item in the Schedule.

**Land** means the land described in [Item 14.](#_bookmark68)

**Landlord** means the party described as such in the Details and includes the Landlord’s successors and an assignee of the reversion.

**Landlord’s Property** means all the plant and equipment, fixtures, fittings, furniture and furnishings including curtains, blinds and lights in or fixed to any Building on the Premises that are not the Tenant’s Property.

**Law** means any law (including principles of law or equity established by decision of courts) that apply in Tasmania, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

**Market Review Dates** means those dates specified in [Item 11.](#_bookmark65)

**Outgoings** means those outgoings (if any) set out in [Item 8.](#_bookmark62)

**Payment Date** means those dates specified in [Item 7.](#_bookmark61)

**Permitted Use** means the use stated in [Item 12.](#_bookmark66)

**PPSA** means the *Personal Property Securities Act* 2009 (Cth).

**PPS Property** means every legal or equitable estate or interest that a party (the Grantor) may have in all present and after acquired property in relation to which the Grantor has rights.

**Premises** means the premises described in [Item 1](#_bookmark55) and includes all fixed improvements on the Premises (including additions) and the Landlord’s Property.

**Rent** means the rent stated in [Item 5](#_bookmark59) and includes the rent as it may be reviewed or adjusted under this lease.

**Rent Commencement Date** means the date specified in [Item 6.](#_bookmark60)

**Security Interest** means:

1. any mortgage, charge, lien, pledge, title retention arrangement, trust or power as or in effect as security for the payment of a monetary obligation or compliance with any other obligation; or
2. in relation to any PPS Property, the meaning given to that term in the PPSA.

**Services** means services running through, supplied to or servicing the Premises (whether or not they serve any other premises) including roads and driveways, power, electricity, water, sewerage, security services, waste removal, environmental management, gas, oil, pumps and telecommunications systems.

**Tenant** means the party described as such in the Details and includes:

1. when an individual, the Tenant’s legal personal representatives and assigns;
2. when a company or corporation, its successors and assigns,

and unless a contrary meaning appears, includes the Tenant’s employees, agents, suppliers, customers, clients, contractors, subcontractors, consultants, trustees, licensees, invitees or any other person claiming through or under the Tenant.

**Tenant’s Business** means the business carried on by the Tenant on the Premises.

**Tenant’s Fixtures** means any improvements or fixtures erected or installed by the Tenant on the Premises forming part of the Tenant’s Property.

**Tenant’s Property** means any plant or equipment, fixtures, fittings, furniture and furnishings or other property (including livestock) which the Tenant brings on the Premises or fixes to the Premises.

**Term** means the term stated in [Item 2](#_bookmark56) and includes where the context permits, any period of holding over and any additional term of a new lease derived from an option in this lease.

**Third Party Property** means any plant, equipment, stock in trade, livestock other goods or money of any party other than the Tenant or the Landlord in or upon the Premises.

**Utilities** means electricity, gas, telephone and telecommunications.

**Valuer** means a member of API who has been actively engaged in Tasmania for not less than 3 years.

**Workplace Health and Safety Requirements** includes:

1. the Landlord’s reasonable work health and safety policies but only if provided to the Tenant prior to the Commencement Date; and
2. all legislative requirements relating to work health and safety,

as may be applicable or relevant to the Tenant’s use of the Premises from time to time.

### Interpretation

* + - 1. A reference to:
         1. one gender includes every other gender;
         2. the singular includes the plural and the plural includes the singular;
         3. a person includes a body corporate or unincorporate;
         4. a party includes the party’s executors, administrators, successors and permitted assigns.
         5. a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:

that Statutory Provision as amended or re-enacted from time to time;

a statute, regulation or provision enacted in replacement of that Statutory Provision; and

another regulation or other statutory instrument made or issued under that Statutory Provision; and

* + - * 1. money is to Australian dollars, unless otherwise stated.
      1. The expression “this lease” includes the deed, covenants, agreement, arrangement, understanding or transaction recorded in this lease.
      2. “Including” and similar expressions are not words of limitation.
      3. A reference to a clause or schedule is a reference to a clause of or a schedule to this lease.
      4. A reference to a document (including, without limitation, a reference to this lease) is to that document as amended, novated or replaced.
      5. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
      6. Headings and any table of contents or index are for convenience only and do not form part of

this lease or affect its interpretation.

* + - 1. A provision of this lease must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this lease or the inclusion of the provision in this lease.
      2. If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

### Parties

* + - 1. If a party is made up of more than one person, or a term is used in this lease to refer to more than one party, then:
         1. a reference to a party includes each and every person;
         2. those persons are bound separately; and
         3. any two or more persons are bound jointly and severally.
      2. If a party enters into this lease as a trustee of a trust, the party is bound in its personal capacity and in its capacity as trustee of that trust.

## Grant of lease

Subject to the reservations in this lease, the Landlord grants to the Tenant for the Term:

1. exclusive possession of the Premises (excluding the Landlord’s Property);
2. use and enjoyment of the Landlord’s Property (subject to the rights of any third party in respect of any Third Party Property); and
3. if there are any Common Areas, the entitlement to use the Common Areas together with other persons authorised by the Landlord, subject to any restrictions specified in this.

## Rent

1. The Tenant is to pay the Rent to the Landlord by the monthly payments referred to in [Item 5](#_bookmark59) in advance without demand by the Landlord to or as directed by the Landlord, which may be altered by the Landlord by written notice served on the Tenant at least 14 days prior to the alteration taking effect.
2. The first payment is due on the Rent Commencement Date and subsequent payments are due on the Payment Date in every month during the Term. When Rent is payable for only part of a month, it is to be calculated as 1/365th of the Rent multiplied by the number of days in that part of the month.
3. The Rent is payable by depositing or transferring the payments into an account as directed by the Landlord from time to time.

## Fixed Rent Adjustment Date

On and from each Fixed Rent Adjustment Date, the Rent payable by the Tenant will be increased as set out in [Item 3](#_bookmark57) and [Item 9.](#_bookmark63)

## CPI adjustment

### Formula

The Rent will be adjusted on each CPI Adjustment Date in accordance with the following formula:

*A*  *BxC*

*D*

Where:

A = the Rent payable from and including the relevant CPI Adjustment Date;

B = the Rent payable immediately before the relevant CPI Adjustment Date;

C = the Consumer Price Index All Groups Hobart last published before the relevant CPI Adjustment Date; and

D = the Consumer Price Index All Groups Hobart last published before the CPI Adjustment Date preceding the relevant CPI Adjustment Date, except that in the case of the first CPI Adjustment Date, D = the Consumer Price Index All Groups Hobart at the date of this lease.

### Amendment to Consumer Price Index formula

If either:

* + - 1. the Consumer Price Index All Groups Hobart ceases to be published quarterly; or
      2. the method of calculation of the Consumer Price Index All Groups Hobart substantially alters;

then the Consumer Price Index All Groups Hobart is to be replaced by the nearest equivalent price index and any necessary consequential amendments are to be made. That index and those amendments are to be determined as follows:

* + - 1. by agreement between the parties; or
      2. if the parties do not agree, by the President of the Law Society of Tasmania or his or her nominee (acting as an expert and not as an arbitrator), whose decision is binding and conclusive.

## Market rent review

### Proposed rent

The Landlord may review the Rent with effect from each Market Review Date by giving the Tenant a notice stating the rent the Landlord proposes should be payable from that Market Review Date. The notice may be given at any time before or within 6 months after a relevant Market Review Date.

### Agreement with Landlord’s proposal

If the Tenant agrees to the proposed rent, it is payable from the relevant Market Review Date.

### Disagreement with the Landlord’s proposal

If the Tenant disagrees with the proposed rent, the Tenant must give the Landlord a Dispute Notice objecting to it within 28 days after the date the Landlord gives the Tenant notice of the proposed rent. If the Tenant does not give the Landlord a Dispute Notice within that time, the Tenant is taken to have agreed with the proposed rent.

### Rent determination

If the Tenant gives the Landlord a Dispute Notice, the Rent from the relevant Market Review Date is to be the higher of:

* + - 1. the market rent for the premises determined by a Valuer appointed under clause [6.5](#_bookmark3) (Valuer); and
      2. the amount of the Rent payable immediately prior to that Market Review Date.

### Valuer

The market rent for the Premises is to be determined by a Valuer jointly appointed by the Landlord and the Tenant. If they do not agree on the Valuer to be jointly appointed within 14 days after the Dispute Notice is given, the Rent is to be determined by a Valuer appointed by the Chair of the API at the request of either the Landlord or the Tenant. A Valuer appointed under this clause is to act as an expert and not as an arbitrator. The Valuer’s charges are payable by the Landlord and the Tenant in equal shares. Either the Landlord or the Tenant may pay all the charges of the Valuer and recover half of those costs from the other party.

### Interim payments

The Tenant must pay the Rent payable immediately prior to the Market Review Date until the amount of the market rent is agreed or determined in accordance with this clause [6.](#_bookmark1) Any resulting adjustment is to be made from the Market Review Date.

### Market rent

For the purposes of this clause [6,](#_bookmark1) the market rent of the Premises is to be the best annual rent that

can be reasonably obtained for the Premises at the Market Review Date, which is calculated:

* + - 1. on the basis that the Premises are available for leasing with vacant possession by a willing landlord to a willing tenant for a term equal to the whole Term of this lease and any additional option for renewal;
      2. having regard to the Permitted Use;
      3. on the basis of the terms and conditions contained in this lease (other than the amount of Rent reserved, but including the provisions for rent review), including whether the Tenant is or is not obliged to reimburse any liability of the lessor for GST;
      4. on the basis that:
         1. the Premises are fit for immediate occupation and use by the tenant;
         2. the tenant’s lease covenants and obligations will have been fully performed at the Market Review Date;
      5. without taking into account:
         1. any improvements or fixtures erected or installed at the tenant’s expense which the tenant is permitted or required to remove at the termination of the lease, except for permanent structural improvements to the Premises installed at the tenant’s expense which the tenant is not permitted to remove at the termination of the lease, which will be taken into account;
         2. any goodwill attributable to the Premises through the Tenant’s Business;
         3. that the Tenant has been in occupation of the Premises;
         4. any relocation costs which would be incurred by the Tenant when moving to other premises;
         5. any lease incentive, concession or inducement paid, given or provided by the Landlord to or on behalf of the Tenant in relation to the grant of this lease;
      6. having regard to the rental values of comparable premises.

## Outgoings and Utilities

### Outgoings

* + - 1. In addition to the Rent reserved by this lease, the Tenant must pay to the Landlord on demand the whole of the Outgoings incurred by the Landlord in respect of the Premises.
      2. In the event that any Outgoings are not separately metered or do not relate solely to the Premises, the Tenant must pay the ratio that the area of the Premises bears to the area of the premises in respect of which the relevant assessment or charge is made.

### Charges for Utilities

The Tenant must pay on time all charges, levies or fees payable for Utilities supplied to or consumed in or on the Premises to the Utilities provider or responsible Authority. If a Utility is not separately metered, then the Tenant must pay a reasonable proportion of the charges for that Utility.

## Dealing with the Premises

### Landlord’s consent to dealing

The Tenant must obtain the Landlord’s written consent to any Dealing (which cannot be unreasonably withheld).

### Requirements for consent

* + - 1. The Tenant’s request for consent must be in writing.
      2. The Landlord may attach reasonable conditions to the granting of consent to a Dealing including requiring:
         1. where the Dealing is an assignment or sub-lease, that the parties to the Dealing to execute a covenant with the Landlord to comply with the terms of this lease; and
         2. the Tenant to remedy any outstanding default on the part of the Tenant’s or to obtain

the Landlord’s waiver in that regard;

### Assignment

If a Dealing is an assignment of this lease:

* + - 1. the Tenant must:
         1. at least 14 days before the date of the proposed assignment supply evidence to the Landlord relating to the proposed assignee and their ability to satisfy the payment of any money required under this lease; and
         2. deliver to the Landlord, before the date of the proposed assignment a completed agreement (or deed), in a form prepared by or approved by the Landlord (acting reasonably), by which the proposed assignee and any applicable guarantors agree with the Landlord to be bound by this lease as and from the date that the assignment takes effect; and
         3. if requested by the Landlord arrange for the proposed assignee to obtain from another person or persons acceptable to the Landlord a guarantee of the obligations under this lease on terms acceptable to the Landlord to be assumed by the proposed assignee;
      2. the Tenant is released from its obligations to the Landlord;
      3. the Landlord may withhold its consent if:
         1. the assignee proposes to change the Permitted Use; or
         2. the assignee is not experienced in or of good reputation in relation to conducting a business permitted by this lease or is not financially able to conduct that business.

### Sub-lease

If a Dealing is a sub-lease:

* + - 1. the Tenant acknowledges that any act or omission of a sub-tenant under a sub-lease is an act or omission of the Tenant under this lease;
      2. the Tenant must provide the Landlord with any information the landlord reasonably required about the identity, financial standing and business experience of the subtenant; and
      3. the Landlord may withhold its consent if the subtenant is not experienced in or of good reputation in relation to conducting a business permitted by this lease or is not financially able to conduct that business.

## Use of Premises

### Permitted Use

The Tenant may only use the Premises for the Permitted Use and purposes ancillary to the Permitted Use.

### Tenant’s responsibility for approvals

The Tenant has full responsibility, at its expense, to ensure that all approvals, consents and licences specifically required by the Tenant for the conduct of the Tenant’s Business are obtained and maintained throughout the Term and that all their conditions are observed.

### Warranty as to use

The Landlord warrants that the Premises are suitable for use by the Tenant for the Permitted Use and that there are no outstanding matters (including completion certificates, occupancy issues or orders) with any Authority that would hinder or prevent the Tenant’s Use of the Premises. This clause does not require the Landlord to do anything arising as a sole result of the Tenant’s Business being conducted from the Premises.

## Common Areas

### Use of Common Areas

The Tenant may use the Common Areas subject to the restrictions imposed by this lease and any other rules and conditions imposed by the Landlord from time-to-time.

### Obstruction of Common Areas

The Landlord may give a a non-exclusive licence to a person on any terms of any part of the Common Areas without being liable to the Tenant in any way and without affecting the Tenant’s obligations under this lease, provided in doing so and whilst any other person has a licence to access the Common Areas, the Tenant will have access to the Common Areas and under no worse terms and conditions.

## Insurance

### Tenant’s obligations

The Tenant must:

* + - 1. effect and maintain throughout the Term with an insurer approved by the Landlord in the name of the Tenant and with the interest of the Landlord noted for their respective rights and interests:
         1. public risk insurance of at least the minimum cover set out in [Item 13](#_bookmark67) in respect of any single event or accident, including fire, flood and explosion with respect to the Premises and the Tenant’s Business. The policy of public risk insurance must cover death of or injury to any person and damage to the property of any person (including liability of the Tenant to the Landlord and any employee, agent or contractor of the Landlord) while such person is using, upon, entering or leaving the Premises; and
         2. a comprehensive insurance policy covering all structural additions and improvements made by the Tenant and all of the Tenant’s fixtures and fittings in or upon the Premises to the full replacement value for risks usually covered under a comprehensive insurance policy for fire and related risks and for a reasonable amount against loss or damage by sprinkler leakage and burglary,
      2. in respect of those insurances provide certificates of currency of insurance effected in accordance with this clause to the Landlord upon request;
      3. notify the Landlord within 7 days of:
         1. the Tenant cancelling, replacing or altering any insurance effected by the Tenant in accordance with this clause [11.1;](#_bookmark7)
         2. any notice or correspondence received by the Tenant from an insurer indicating its intention to cancel or materially alter any of those insurances; and
         3. the occurrence of any fact or event which:

may give rise to a claim against the Landlord or the Tenant, which may be covered by any one of those insurances; or

may prejudice the entitlement to claim under any of those insurances.

### Conditions of insurance

The conditions and exclusions of each insurance policy in respect of each insurance effected by the Tenant must not be unusual for the type of insurance.

### Failure to maintain insurance

If the Tenant at any time fails to maintain the insurances referred to in clause [11.1](#_bookmark7) (Tenant’s obligations) the Landlord may (but is not required to) do everything necessary to effect and maintain such insurances and all moneys paid or expense incurred by the Landlord in this regard will be payable by the Tenant on demand.

### Landlord’s obligations

The Landlord will effect and maintain throughout the Term a comprehensive insurance policy for the full insurable and replacement value of buildings of which the Premises form part.

## Condition of Premises

The parties acknowledge and agree that:

1. the Tenant accepts the state and condition of the Premises as at the earlier of the Commencement Date and the date of the Tenant’s first occupation of the Premises subject to

there being no substantial residual hazards;

1. the Tenant must not use, permit or allow the Premises to be used in a manner contrary to any Laws, policies or directions issued by any Authority having jurisdiction or control over the Premises and/or the Permitted Use, relating to environment protection, the Premises and its surroundings; and
2. the Tenant will not be responsible for contamination found on the Premises which is proven by the Tenant to have arisen prior to the Tenant’s occupation of the Premises.

## Compliance with laws and requirements

### Compliance

Subject to clause [14.2](#_bookmark16) (Limitations on Tenant’s obligation to repair), the Tenant must comply with all requirements of any Authority and all Laws in connection with the Premises or the Tenant’s use of the Premises (including carrying out any alterations, additions and repairs to the Premises) but the Tenant need not carry out work of a structural nature except as provided in clause [14.4](#_bookmark17) (Structural work).

### Building Act

Where any Building on the Premises requires it:

* + - 1. the Tenant must, at its expense, in compliance with and to the standard required by the Building Act and the Building Regulations:
         1. maintain any Essential Building Services identified as applicable to the Premises by the Landlord, the Landlord’s agent, any expert or adviser engaged by the Landlord or Tenant, any competent authority, or the schedule of maintenance;
         2. keep, and provide on request, all records of the maintenance of such Essential Building Services; and
         3. provide such assistance to the Landlord as is reasonable to facilitate the inspection and testing of an Essential Building Services.
      2. the Tenant’s obligations to maintain in clause [13.2](#_bookmark9)[0](#_bookmark10) includes the installation or adoption of any newly identified Essential Building Services, as long as it does not amount to capital expenditure or work of a structural nature in respect of the Premises.
      3. if the Landlord believes the Tenant is failing to meet its obligations under clause [13.2](#_bookmark9)[(b),](#_bookmark11) the Landlord may treat the need for compliance as ‘repair’ under this lease and exercise its rights accordingly, including under the lease.

### Workplace Health and Safety

The Tenant:

* + - 1. will comply, at the Tenant's cost, with all Workplace Health and Safety Requirements;
      2. must notify the Landlord in writing where there is a conflict under the Workplace Health and Safety Requirements and any other requirements under this lease and must consult, cooperate and coordinate with the Landlord or other applicable duty holders to find an appropriate resolution;
      3. will consult, cooperate and coordinate with the Landlord and other duty holders to ensure that all parties are able to comply with the Workplace Health and Safety Requirements;
      4. without limiting any other provision of this lease, agrees to notify the Landlord of any risks to the health and safety of persons using:
         1. the Premises; or
         2. the Landlord's Property;
         3. the Tenant's Property,

as soon as practicable after becoming aware of such risks;

* + - 1. must provide to the Landlord all things necessary to enable the Landlord to meet its obligations under the Workplace Health and Safety Requirements;
      2. will, on the reasonable request of the Landlord (made no more than once during each year of

the Term), demonstrate compliance with the Workplace Health and Safety Requirements, including providing evidence of measures taken to achieve such compliance; and

* + - 1. to the extent permitted by law, indemnifies the Landlord against any Loss which the Landlord may incur arising out of non-compliance or breach by the Tenant or its Workers of this clause [13.3.](#_bookmark12)

## Repair, alteration and cleaning

### Maintenance and repair

The Tenant must at the Tenant’s cost throughout the Term and otherwise while the Tenant is in possession of the Premises:

* + - 1. keep the Premises in good and tenantable repair and working condition having regard to the condition of the Premises at the Commencement Date (or, if this lease is one of a sequence of leases, to the state of repair and condition at the Commencement Date of the first lease);
      2. keep the Tenant’s Property and the Landlord’s Property in good and tenantable repair and working condition having regard to the condition of the Tenant’s Property and the Landlord’s Property at the Commencement Date (or, if this lease is one of a sequence of leases, to the state of repair and condition at the Commencement Date of the first lease) and, where necessary, replace items of the Landlord’s Property;
      3. promptly repair any damage to the Premises or the Landlord’s Property to the extent caused by the Tenant;
      4. repair and make good any damage to the Building caused by the Tenant;
      5. maintain any pumps, drains, pipes and other conduits on the Premises in a clean and free flowing condition; and
      6. keep the Premises clean and free from refuse.

### Limitations on Tenant’s obligation to repair

* + - 1. The Tenant is not responsible for reasonable wear and tear to the Premises (including any Building and other structure on the Premises).
      2. The Tenant is not responsible for damage resulting from fire, storm or tempest to the Premises (including any Building and other structure on the Premises), which are beyond the Tenant’s responsibility or control, unless any insurance moneys on the Premises or the Building or any or any property situated in the Premises are irrecoverable by the Landlord in consequence of some act or default of the Tenant.

### No interference with Services

The Tenant must not modify or interfere with the drainage or water supply facilities servicing the Premises or any equipment connected to those facilities.

### Structural work

The Tenant must carry out (subject to clause [14.6](#_bookmark18) (Alterations to the Premises) and in accordance with clause [14.8](#_bookmark19) (Building works)) all work of a structural nature (including to any Building or other structure on the Premises) made necessary by:

* + - 1. damage of the kind referred to in clause [14.1(c)](#_bookmark15) (Maintenance and repair) (with the exception stated in that clause);
      2. the nature of the Tenant’s Business or Permitted Use; or
      3. the Tenant’s failure to comply with its obligations under this lease.

### Notice of damage

The Tenant must inform the Landlord of any damage to the Premises or the defective operation of any of the Services as soon as practicable after the Tenant becomes aware of it.

### Alterations to the Premises

The Tenant may not make any alteration or addition to the Premises and/or any Building or other structure on the Premises unless the Landlord consents. The Landlord shall not deny any reasonable request.

### Damage to the Premises

The Tenant must not cause damage to the Premises and any Building or other structure on the Premises or allow them to be damaged.

### Building works

In carrying out its obligations under this clause [14,](#_bookmark13) the Tenant must:

* + - 1. comply with the requirements of any Authority and all Laws and standards;
      2. before carrying out any building work, obtain the Landlord’s approval to the plans and specifications for the work;
      3. carry out the building work in a safe and proper manner; and
      4. comply with any reasonable directions or conditions imposed by the Landlord.

## Tenant’s general obligations

The Tenant must:

1. carry on the Tenant’s Business in a proper manner; and
2. as soon as is reasonably practicable deliver to the Landlord a copy of every notice received by the Tenant relating to the Premises.

## Landlord’s general rights and obligations

### Quiet enjoyment

If the Tenant complies with the Tenant’s obligations under this lease, the Tenant may hold the Premises during the Term without interruption by the Landlord, except as provided in this lease.

### Right to enter

The Landlord may after giving reasonable notice to the Tenant (or in an emergency, without notice) enter the Premises:

* + - 1. to inspect the state of repair and condition of the Premises;
      2. to maintain or repair the Premises (where the Landlord is obligated to or where the Tenant has failed to do so in accordance with its obligations under this lease);
      3. to maintain, repair or alter the Services;
      4. to carry out structural alterations to the Premises which it considers necessary or works required by an Authority;
      5. to remove harmful substances (where the Tenant has failed to do so in accordance with its obligations under this lease); or
      6. pursuant to clause [16.4](#_bookmark20) (Landlord may rectify),

without, in any case, affecting the Tenant’s obligations under this lease.

### Inspection by prospective tenants or purchasers

The Landlord may, after giving reasonable notice to the Tenant:

* + - 1. enter the Premises to allow prospective tenants or purchasers to inspect them, provided that the Tenant’s Business is not unreasonably interrupted; and
      2. except where the Tenant has exercised an option to extend this lease for an additional term, within 3 months before the expiration of the Term, display inside or outside the Premises a sign with information indicating the availability of the Premises.

### Landlord may rectify

The Landlord may, at the Tenant’s expense, do anything which should have been done by the Tenant under this lease but which has not been done or has not been done properly and the Landlord may enter the Premises for that purpose.

## Default

### Essential terms

The following obligations of the Tenant are essential terms of this lease:

* + - 1. all obligations to pay money under this lease; and
      2. the obligations under clauses [8.1](#_bookmark4) (Landlord’s consent to dealing), [9.1](#_bookmark5) (Permitted Use), [11](#_bookmark6) (Insurance), [14.1](#_bookmark14) (Maintenance and repair) and [14.4](#_bookmark17) (Structural work).

This clause [17.1](#_bookmark21) does not prevent any other obligation of the Tenant under this lease being an essential term.

### Events of Default

An Event of Default occurs if:

* + - 1. the Tenant repudiates or commits a fundamental breach of this lease;
      2. the Rent is at any time unpaid for 14 days after becoming due and demanded;
      3. the Tenant does not comply with any of its other obligations under this lease, whether or not an essential term, and fails to rectify its non-compliance after being granted a reasonable period of time to do so;
      4. a judgment, order or Security Interest is enforced or becomes enforceable against the Tenant’s interest in this lease;
      5. the Premises are damaged or destroyed and:
         1. the damage or destruction was caused by an act or omission of the Tenant; or
         2. a policy of insurance in connection with the Land has been prejudiced or made void or payment of policy money has been refused by the insurer because of an act or omission of the Tenant; or
      6. the Tenant becomes Insolvent.

### Insolvent Consequences

* + - 1. The Tenant is not relieved of its obligations under this Lease if it becomes Insolvent.
      2. The Landlord retains its rights under clause [17.5](#_bookmark24) (Landlord’s right to terminate) if the Tenant becomes Insolvent.

### Tenant to ensure no Event of Default occurs

The Tenant must ensure that no Event of Default occurs.

### Landlord’s right to terminate

* + - 1. Subject to section 15 of the *Conveyancing and Law of Property Act* 1884 (Tas) and Parts 5.1 – 5.3 of the *Corporations Act* 2001 (Cth), the Landlord may with notice:
         1. terminate this lease by re-entering and taking possession of the Premises using reasonable force to secure possession;
         2. serve on the Tenant notice terminating this lease;
         3. institute proceedings for possession against the Tenant;
         4. take the actions in both [17.5(a)(i)](#_bookmark25) and [17.5(a)(ii)](#_bookmark26) or in [17.5(a)(ii)](#_bookmark26) and [17.5(a)(iii),](#_bookmark27) to the extent permitted by law after an Event of Default occurs.
      2. Any action the Landlord takes under this clause [17.5](#_bookmark24) is without prejudice to any action, suit or other remedy of the Landlord for arrears of Rent or any other moneys owing, or any other breach under this lease.

### Landlord’s entitlements after Tenant vacates during Term

* + - 1. If the Tenant vacates or abandons the Premises during the Term in breach of the Tenant’s obligations under this lease, the Landlord may:
         1. renovate, restore and clean the Premises;
         2. change the locks and secure the Premises; and/or
         3. permit prospective tenants to inspect the Premises;
      2. If the Landlord takes any action in clause [17.6(a)](#_bookmark28) then the parties agree that the Landlord’s conduct will constitute a re-entry and termination of this lease.
      3. The Tenant’s obligation to pay Rent, to comply with other financial obligations under this lease and to comply with other lease obligations continue, despite the Tenant vacating or abandoning the Premises, until the termination or expiry of this lease.

### Damages for breach or repudiation

* + - 1. In the event that the Tenant’s conduct (whether acts or omissions) constitutes:
         1. a repudiation of this lease (or of the Tenant’s obligations under this lease);
         2. a breach of any covenants, including without limitation clause [17.4](#_bookmark23) (Tenant to ensure no Event of Default occurs);
         3. a breach of an essential term of this lease,

the Tenant covenants to compensate the Landlord for the loss or damage suffered by the Landlord as a consequence of the repudiation or breach, whether this lease is or is not terminated for the repudiation, breach or on any other ground.

* + - 1. The Landlord’s entitlement to damages is in addition to any other remedy or entitlement, including termination of this lease.
      2. The Landlord is entitled to recover damages against the Tenant in respect of repudiation or breach of covenant or essential term for the loss suffered by the Landlord during the entire Term, including the periods before and after termination of this lease.

### Waiver

* + - 1. After the Tenant is in default or breach under this lease, including a breach of an essential term of this lease, the demand or acceptance from the Tenant by the Landlord of arrears or of any late payment of Rent, Outgoings and any other monies payable by the Tenant to the Landlord or under this lease does not:
         1. preclude the Landlord from exercising any rights or remedies under this lease, including enforcing or terminating this lease;
         2. constitute a waiver of the essentiality of the Tenant’s obligation to make those payments;
         3. waive the Tenant’s continuing obligation to make those payments during the Term.
      2. The Landlord’s failure to enforce any of the Tenant’s obligations under this lease, and to terminate this lease, does not waive the Landlord’s entitlement to require the Tenant to observe all obligations under this lease, to enforce that and all other obligations and to terminate this lease.
      3. The waiver by the Landlord of performance of some of the Tenant’s obligations under this lease, temporarily or permanently, is not a waiver of any other or subsequent breach or default by the Tenant. A provision of or a right created under this lease may not be:
         1. waived except in writing, signed by the party with the benefit of that provision or right; or
         2. varied except in writing signed by the Landlord and the Tenant.
      4. The termination of this lease on any basis does not affect the Landlord’s rights and remedies for earlier breaches by the Tenant of the obligations under this lease.

### Mitigation of damages

* + - 1. The Landlord’s right to damages under clauses [17.7](#_bookmark29) (Damages for breach or repudiation) do not affect the Landlord’s general obligation to mitigate its loss and the Landlord must use its best endeavours to mitigate its loss immediately after its entitlement to damages under clause

[17.7](#_bookmark29) (Damages for breach or repudiation).

* + - 1. An attempt by the Landlord to mitigate its loss is not by itself a surrender by operation of Law or acceptance of the Tenant’s repudiation of or forgiveness of the breach of this lease.

### Interest on overdue money

* + - 1. The Tenant is to pay interest on any amount payable by it under this lease which is not paid on the due date, from the due date until it is paid. The interest is to be paid on demand and is to be calculated on daily balances.
      2. The interest rate to be applied to each daily balance is 2% higher than the cash target rate set by the Reserve Bank of Australia.

## Tenant’s obligations on termination

### Tenant to vacate

The Tenant must yield up possession and control over the Premises to the Landlord on the expiry or termination of this lease in the condition and state of repair as required under this lease.

### Removal of Tenant’s property

* + - 1. Subject to clause [18.3](#_bookmark31) (Tenant’s Fixtures), the Tenant must remove the Tenant’s Property and any Third Party Property from the Premises, before the expiry or termination of this lease or, if it is terminated by the Landlord, within 7 days after this lease is terminated during which time the Landlord will give the Tenant access to the Premises to remove the Tenant’s Property.
      2. The Tenant must not cause any damage to the Premises or to the Land or to any building or structure whilst removing the Tenant’s Property and any Third Party Property, must leave the Premises clean and tidy after the removal and is liable for the cost of repair of the damage caused by or during the removal.
      3. If the Tenant fails to remove any of the Tenant’s Property and any Third Party Property from the Premises within the time permitted in this clause, the Landlord may:
         1. have that property removed from the Premises and stored, always being exempted from any liability to the Tenant for loss or damage to any of the Tenant’s Property and any Third Party Property through the negligence of the Landlord, its employees or agents;
         2. sell or otherwise dispose of all or any of the Tenant’s Property at the highest available price, with or without removing them from the Premises, in the name of and as agent for the Tenant, but provided that the Landlord has first afforded the Tenant 14 days to collect the Tenant’s Property and pay to the Landlord any removal and storage costs the Landlord has incurred.
      4. In respect of all or any of the Tenant’s Property which the Tenant has failed to remove from the Premises, the Tenant is deemed to have abandoned the property and title to it and the Landlord at its option acquires title to that property through abandonment.
      5. The Landlord is not obliged to account to the Tenant for the value of any property whose title vests in the Landlord by abandonment.
      6. The Tenant is responsible for and indemnifies the Landlord to the maximum extent permitted by Law in respect of:
         1. any loss or damage caused by the Tenant during the removal of the Tenant’s Property or any Third Party Property from the Premises; and
         2. the costs of removal, storage and sale of any of the Tenant’s Property; and
         3. the costs of removal and storage of any Third Party Property.

### Tenant’s Fixtures

**[Note: choose the appropriate choice in clause 18.3(b) below depending on whether or not the Landlord will be required to pay for any Tenant’s Fixtures it requires to be left at the Premises.]**

* + - 1. At any time prior to the removal of the Tenant’s Property in accordance with clause [18.2(a),](#_bookmark30) the Landlord may notify the Tenant in writing of any Tenant’s Fixtures that the Landlord requires to be left on the Premises.
      2. Where the Landlord gives notice in accordance with clause [18.3(a)](#_bookmark32) the Tenant shall not be required to remove and must leave the specified Tenant’s Fixtures on the Premises and

**<Choice>**the Landlord must pay the market value of those Tenant’s Fixtures to the Tenant within 30 days of the expiry or termination of this lease. **<End Choice> <Choice>**ownership

of those Tenant’s Fixtures shall pass to the Landlord for no consideration. **<End Choice>**

### Reinstatement

If the Tenant makes any alteration or addition to the Premises (whether or not with the Landlord’s consent) and the Landlord so requires, the Tenant is to reinstate the Premises before the termination of this lease so that the Premises are returned to the condition they were in before the alteration or addition was made.

## Holding over

If the Tenant, with the Landlord’s consent, continues to occupy the Premises after the expiration of the Term, the Tenant is a monthly tenant of the Premises and:

1. the monthly tenancy may be terminated by either party giving to the other at least one month’s notice which may expire on any day except where:
   1. the Tenant fails to comply with an essential term of this lease; or
   2. an Event of Default occurs,

in which case this lease may be terminated by the Landlord giving the Tenant 14 days’ written notice.

1. the monthly Rent is the same as that payable immediately preceding the end of the Term; and
2. all the other provisions of this lease apply to the monthly tenancy except any option to extend this lease and those terms which are inappropriate for a monthly tenancy.

## Damage to the Premises

### Termination or reinstatement

If the Premises are damaged so that the whole or a substantial part of the Premises is unfit for use by the Tenant, this lease will automatically terminate 1 month after the damage occurs unless, before that time, the Landlord gives the Tenant a notice which states that the Landlord intends to make the Premises fit for use by the Tenant (**Reinstatement Notice**).

### Tenant’s right to terminate

* + - 1. Within 14 days of receipt of a Reinstatement Notice, the Tenant may terminate this lease by giving at least one month’s notice to the Landlord.
      2. If the Landlord gives a Reinstatement Notice and the Tenant does not give notice under clause [20.2(a)](#_bookmark35) terminating this lease, then the Landlord must make the Premises fit for use by the Tenant within a reasonable time, having regard to the extent of the damage and the time required to obtain all necessary approvals and to carry out the necessary works and if the Landlord fails to do so, then:
         1. the Tenant may give the Landlord a notice of intention to terminate this lease if the Landlord does not make the Premises fit for use by the Tenant within a reasonable time stated in the notice (not being less than one month) after the date the Landlord receives the notice; and
         2. if the Landlord does not make the Premises fit for use by the Tenant within that time, the Tenant may terminate this lease by a further notice to the Landlord.

### No other liability

Neither the Tenant nor the Landlord is liable to the other solely because of the termination of this lease under this clause [20.](#_bookmark33)

### No obligation to reinstate

Nothing in this clause [20](#_bookmark33) imposes an obligation on the Landlord to repair or reinstate the Premises.

### Reduction of rent

Subject to clause [20.7](#_bookmark38) (Interim payments) if the Premises are damaged so that the whole or a substantial part of the Premises is unfit for use by the Tenant, the Tenant may reduce payments of Rent and Outgoings:

* + - 1. by a percentage equal to the percentage loss of amenity of the Premises caused by the

damage; and

* + - 1. from the date the damage occurs until the termination of this lease under this clause [20](#_bookmark33) or the date on which the Premises are made fit for use by the Tenant,

provided that the Tenant:

* + - 1. is not responsible for such damage;
      2. has not taken some action which results in the termination of the Landlord’s insurance policy with respect to such damage.

The extent of the loss of amenity is to be agreed between the Landlord and the Tenant or, if agreement is not reached within one month after the damage occurs, determined under clause [20.6](#_bookmark37) (Dispute resolution).

### Dispute resolution

A dispute arising under clause [20.5](#_bookmark36) (Reduction of rent) as to the percentage loss of amenity is to be determined by a qualified person nominated by the President of the Insurance Council of Australia Limited. Either the Landlord or the Tenant may ask the President to nominate that person, who is to act as an expert and not as an arbitrator. Either the Landlord or the Tenant may pay all the costs of that person and recover half of those costs from the other party.

### Interim payments

If clause [20.5](#_bookmark36) (Reduction of rent) applies, the Tenant is to continue making payments of Rent under this lease by reference to the Rent payable immediately before the damage occurred until the amount of the reduction is agreed under clause [20.5](#_bookmark36) (Reduction of rent) or determined under clause [20.6](#_bookmark37) (Dispute resolution). Immediately afterwards, an adjustment is to be made for any amount overpaid.

### Non-applicability

The Tenant’s rights to terminate this lease under clause [20.2](#_bookmark34) (Tenant’s right to terminate) or to a reduction of Rent under clause [20.5](#_bookmark36) (Reduction of rent) do not apply if:

* + - 1. the destruction or damage is caused by an act or omission of the Tenant that amounts to a breach of this lease; or
      2. the damage is covered by an insurance policy and the insurance money otherwise payable under the policy is not payable by the insurer as a result of an act or omission by the Tenant.

## Costs, expenses, duties and fees

### Each party to bear own costs

Each party is responsible for any costs (including legal costs) that they incur in relation to the negotiation, preparation and signing of this lease.

### Costs and expenses

The Tenant must pay or reimburse the Landlord on demand for:

* + - 1. all the Landlord’s costs and expenses in relation to:
         1. the exercise or enforcement by the Landlord of any right under this lease or the termination of this lease for the Tenant’s breach or default; and
         2. obtaining or giving any consent or approval under this lease or a variation or surrender of this lease.
      2. the Landlord’s reasonable legal costs and expenses in connection with any matter referred to in clause [21.2(a).](#_bookmark39)

## GST

### Definitions and interpretation

* + - 1. **GST** means GST within the meaning of the GST Act.
      2. **GST Act** means *A New Tax System (Goods and Services Tax)* Act 1999 (Cth).
      3. Expressions used in this lease and in the GST Act have the same meanings as when used in the GST Act.

### Amounts GST exclusive

Except where this lease states otherwise, each amount payable by a party under this lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

### Amounts payable

An amount payable by a party in respect of a creditable acquisition by the other party from a third party must not exceed the sum of the value of the party’s acquisition and the additional amount payable by the other party under clause [22.2](#_bookmark40) (Amounts GST exclusive) on account of the Landlord’s GST liability.

### Tax invoice

A party is not obliged, under clause [22.2](#_bookmark40) (Amounts GST exclusive), to pay the GST on a taxable supply to it under this lease, until given a valid tax invoice for the supply.

## Option to renew the Lease

### Option

The Landlord gives the Tenant the option to renew this lease for the additional terms specified in [Item 3](#_bookmark57) on and subject to the terms of this clause [23.](#_bookmark41) An option is only exercisable and the Landlord need only grant a renewal of this lease if:

* + - 1. the Tenant is not in default under this lease at the time of the purported exercise of the option (provided that the Landlord has previously notified the Tenant of that default); and
      2. the Tenant gives notice of exercise of the option to the Landlord not later than 3 months before the end of the initial or then current Term.

A renewal of this lease takes effect as a new lease of the Premises for the additional term.

### Terms of extension

The extended lease is to be on the same terms as this lease except that:

* + - 1. the rent applicable at the commencement date of the extended lease is to be the same as the Rent payable under this lease immediately prior to the end of this lease, as adjusted by the relevant review mechanism for the type of adjustment date specified in [Item 3;](#_bookmark57)
      2. the Fixed Rent Adjustment Dates, CPI Adjustment Dates and Market Review Dates applicable to the extended lease are those specified in [Item 3;](#_bookmark57)
      3. if there is one or more options to extend this lease in [Item 3,](#_bookmark57) the extended lease will not contain any exercised option; and
      4. any incentive to the Tenant included in this lease (whether in the nature of a rent free period, landlord works or contribution to the Tenant by the Landlord) is deleted.

### Documentation

The Tenant is to promptly sign a deed of extension, to be prepared by the Landlord’s solicitors, when requested by the Landlord. Each party is to pay their own costs in relation to any deed of extension required by the Landlord.

## Disputes

### Exclusion from dispute resolution provisions

This lease contains specific procedures for resolving disputes in:

* + - 1. clause [5.2(d)](#_bookmark0) (Amendment to Consumer Price Index formula);
      2. clause [6](#_bookmark1) (Market rent review); and
      3. clause [20.6](#_bookmark37) (Dispute resolution),

and any dispute or lack of agreement as outlined in those clauses must be dealt with in accordance with the provisions of those clauses.

### Notice

If a party has a dispute or complaint against the other, that party (**Notifying Party**) must notify the other party in one of the ways described in clause [26](#_bookmark45) (Notices). The Notifying Party must ensure that the notice contains specific detail identifying the nature of the dispute or complaint.

### Best endeavours to resolve

Both parties within 21 days of the delivery of a notice of dispute or complaint under clause [24.2](#_bookmark43) (Notice) will meet and use their best endeavours to resolve the dispute or complaint to the mutual satisfaction of both parties as soon as possible.

### Mediation

* + - 1. If the parties are not able to reach a resolution of the dispute or complaint within a reasonable period of time (in any event being no more than 21 days after the date of receipt of the notice of the dispute or complaint) (**First Dispute Period**), the dispute or complaint is by this clause

[24.4](#_bookmark44) submitted to mediation.

* + - 1. The mediation must be conducted in Hobart, Tasmania.
      2. The Resolution Institute Mediation Rules (as at the date of this lease) as amended by this clause [24](#_bookmark42) apply to the mediation, except where they conflict with this clause [24.](#_bookmark42)
      3. If the parties have not agreed upon the mediator within 5 Business Days after the First Dispute Period the mediator is the person appointed by the Chair of the Resolution Institute or the Chair’s nominee, acting on the request of any party to the dispute or complaint.
      4. The parties must pay the mediator’s remuneration in equal shares. Each party must pay its own costs of the mediation.
      5. If the mediation does not resolve the dispute or complaint within 20 Business Days after the First Dispute Period then either party may commence a court action or proceedings.

### Exceptions

Nothing in this clause [24](#_bookmark42) prevents:

* + - 1. either party from seeking urgent interlocutory relief; or
      2. the Landlord from seeking recovery for any claim that Landlord reasonably considers to be a monetary claim,

from a Court of competent jurisdiction or by such other manner as is appropriate in the circumstances.

### Continuing obligations

The parties agree to continue to perform their obligations under this lease notwithstanding the existence of a dispute.

## Entire agreement

This lease constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreement, negotiations and understandings between the parties in relation to its subject matter.

## Notices

### Form

Any notice, consent, approval, waiver and other communications to be given under or in connection with this lease must be in writing, signed by or on behalf of the sender or by the sender’s solicitor and marked for the attention as set out or referred to in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

### Delivery

They must be:

* + - 1. sent by email to the email address set out or referred to in the Details;
      2. left at the address set out or referred to in the Details; or
      3. sent by prepaid post to the address set out or referred to in the Details.

However, if the intended recipient has notified a changed email address or changed postal address, then the communication must be to that email address or postal address or fax number.

### When effective

They take effect from the time they are received unless a later time is specified in them.

### Receipt – email

If sent by email, they are taken to be received at the time the email message is sent, unless:

* + - 1. the sender receives automated email notification that the email transmission has failed or has been delayed within 12 hours of sending the notice; or
      2. the sender receives automated email notification to the effect that the recipient is not likely to receive the notice until a later date, which will then become the deemed date of receipt.

### Receipt – postal

If sent by post, they are taken to be received 6 days after posting (or 10 days after posting if sent to or from a place outside Australia).

### Receipt - general

Despite clauses [26.4](#_bookmark46) (Receipt - email) and [26.5](#_bookmark47) (Receipt - postal), if they are received after 5pm in the place of receipt or on a non-Business Day, they are taken to be received at 9am on the next Business Day.

## General

### Amendments

An amendment or variation to this lease is not effective unless it is in writing and signed by the parties.

### Approvals and consents

Whenever the Landlord’s approval or consent is required under this lease, the Landlord must act reasonably.

### Counterparts

* + - 1. This lease may be entered into in any number of counterparts.
      2. A party may execute this lease by signing any counterpart.
      3. All counterparts, taken together, constitute one document.

### Remedies cumulative

The rights, powers and remedies provided in this lease are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this lease.

### Accrued rights

The termination of this lease for any reason does not affect the rights of a party in relation to a breach of this lease by another party before termination.

### Waivers

The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

### Severance

If anything in this lease is unenforceable, illegal or void then it is severed and the rest of this lease remains in force.

### Land Titles Act

The covenants and powers implied in every lease made under the *Land Titles Act* 1980 (Tas) are implied in this lease, whether registered under that Act or not, except to the extent that they are

modified or excluded by the terms of this lease.

### Governing law

The laws of Tasmania govern this lease.

### Jurisdiction

The parties submit to the non-exclusive jurisdiction of the courts of Tasmania.

## Agricultural clauses

**[Note: These clauses should be deleted/amended as appropriate.]**

### Land Management Plan

* + - 1. The Tenant must comply with the Land Management Plan as it relates to the Premises.
      2. The Landlord comply with the Land Management Plan, and must ensure that any third parties with a right to use or occupy the Land comply with the Land Management Plan, as it relates to any parts of the Land not forming part of the Premises.
      3. The Landlord may amend the Land Management Plan from time to time acting reasonably provided that no amendment shall materially alter the obligations imposed on the Tenant.
      4. In this clause [28.1](#_bookmark48) “**Land Management Plan**” means a management plan prepared by the Landlord outlining terms and conditions for the good management of the Land and provided to the Tenant prior to the date of this lease.

### Farm Biodiversity Certification Scheme

Where the Landlord participates in the Australian Farm Biodiversity Certification Scheme the Tenant must:

* + - 1. comply with any obligations in relation to the scheme notified to the Tenant by the Landlord prior to the date of this lease; and
      2. use reasonable endeavours to comply with any obligations in relation to the scheme notified to the Tenant by the Landlord after the date of this lease provided that no such obligations shall materially alter the obligations imposed on the Tenant under this lease.

### No dangerous or explosive substances

Except in the ordinary course of the Tenant’s Business, the Tenant must not bring onto or keep or permit to be brought onto or kept on the Premises any material of a dangerous or explosive nature which may contravene any law.

### No alterations or improvements

The Tenant must not without the Landlord’s written consent make or allow to be made any agricultural improvements (including any fences, dams, irrigation channels or drains, water troughs, water systems, pumps, pipes and stockyards) (**Agricultural Improvements**) on the Premises.

### Maintain and repair fencing

* + - 1. The Tenant must, subject to fair wear and tear and damage by fire, storm or tempest:
         1. maintain all fencing on the Premises at the Commencement Date in the same condition as at the Commencement Date;
         2. maintain all fencing erected on the Premises by the Tenant during the Term or any further term with the Landlord’s consent in good condition; and
         3. repair all fencing on the Premises (whether on the Premises at the Commencement Date or erected on the Premises by the Tenant with the Landlord’s consent):

as and when the need for repair arises; or

in accordance with any notice served on the Tenant by the Landlord requiring any fencing to be repaired.

but repairs to existing fencing need not exceed the condition as at the Commencement Date.

* + - 1. The Tenant may with the written consent of the Landlord and at their own expense, arrange for the construction of additional fences and gateways necessary for the duration of the lease,

and for the maintenance and repair of existing fences.

* + - 1. On expiry or termination of this lease the Tenant must remove any fences and gateways constructed by the Tenant and make good the pre-existing infrastructure at the request of the Landlord.

### Replace fencing

* + - 1. The Tenant may with the Landlord’s consent remove from the Premises any fencing that was on the Premises on the Commencement Date that the Tenant requires be remove from the Premises in order to operate the Tenant’s Business.
      2. On the expiration of this Lease or within 7 days of termination of this Lease, the Tenant must replace to the Landlord’s reasonable satisfaction all fencing removed from the Premises in accordance with clause [28.6(a).](#_bookmark50)

### Maintain and repair agricultural improvements

The Tenant must, subject to fair wear and tear, and damage by fire, storm or tempest:

* + - 1. maintain all Agricultural Improvements on the Premises at the Commencement Date in the same (or better) condition as at the Commencement Date;
      2. maintain all Agricultural Improvements installed on the Premises by the Tenant with the Landlord’s consent in good condition; and
      3. repair all Agricultural Improvements on the Premises (whether on the Premises at the Commencement Date or installed on the Premises by the Tenant with the Landlord’s consent):
         1. as and when the need for repair arises; and
         2. in accordance with any notice served on the Tenant by the Landlord requiring any Agricultural Improvements to be repaired.

### Replace agricultural improvements

The Tenant must replace to the Landlord’s reasonable satisfaction any Agricultural Improvements that are damaged or destroyed (and incapable of repair) by any act, omission or negligence of the Tenant, or of any person the Tenant is responsible for, with Agricultural Improvements of similar quality and value.

### Maintain soil condition

The Tenant must maintain all soil worked by the Tenant in at least as good agricultural condition as at the Commencement Date.

### Maintain pastures and grass

The Tenant must maintain all parts of the Property under pasture or grass in good condition, properly fertilised and properly cut and take all necessary steps to prevent any erosion or other loss of soils by wind, water or other natural cause and must not over stock them.

### Cropping

* + - 1. If during the Term or any further Term the Tenant uses the Premises for cropping, the Tenant must:
         1. during the Term or any further term rotate the crops grown on the Premises; and
         2. on the expiration of this Lease or within 7 days of termination of this Lease, re-sow all parts of the Premises that at the date this Lease ends (whether by effluxion of time or by termination) were used by the Tenant for cropping with grazing pasture.
      2. The Landlord and the Tenant may agree in writing that clauses [28.11(a)(i)](#_bookmark51) or [28.11(a)(ii)](#_bookmark52) or both do not apply.

### Best agricultural practices

The Tenant must:

* + - 1. carry out the Permitted Use in a skilful manner by managing, cultivating and working the Premises in accordance with the best agricultural practices and standards of the district in which the Premises are located;
      2. give notice of all infectious illnesses to humans and livestock to the Lessor and all public authorities as required by statute;
      3. comply at his/her own expense with all requirements of public authorities under statute regarding fumigation, disinfection, eradication, and prevention of diseases. The Tenant must also comply with all requirements regarding the quarantine of livestock;
      4. in cultivation and farming employ good and clean practices in accordance with the current standards of the district and shall keep and leave the Premises in a clean condition.

### Internal roads

The Tenant must maintain any vehicular access roads on the Premises in reasonable condition and repair.

### Not Quarry

The Tenant must not without the Landlord’s written consent mine, quarry or remove any minerals, sand, gravel, soil or clay except for mining that is necessary to maintain any vehicular access roads on the Premises under clause [28.13.](#_bookmark53)

### Not Hunt

The Tenant must not poison or use any other method to hunt, fish, kill or injure any wildlife on the Premises without the Landlord’s written consent (which is not to be unreasonably withheld).

### Fires

The Tenant must not without the Landlord’s written consent light or allow to be lit any fire on the Premises and where the Landlord consents under this, it will be given subject to the Tenant obtaining all permits from all relevant Authorities and complying with all legal requirements with regard to the lighting of the fire.

### Dams and Water Courses

The Tenant must keep open, clean and clear of weeds (including gorse), suckers, scrub and undergrowth all dams, creeks, drains, ditches and watercourses on the Premises.

### Pests

The Tenant must use all proper means for keeping down and exterminating on the Premises all rabbits and other vermin and noxious animals and all insects, thistles, weeds (including gorse) and other noxious plants. The Tenant must comply with all laws and regulations governing the maintenance of weeds and pests.

### Livestock Health

* + - 1. The Tenant must not bring onto the Premises any livestock (including progeny) suffering from any disease.
      2. If required by the Landlord, the Tenant must provide the Landlord with a certificate from a Veterinary Surgeon confirming the health of the livestock on the Premises.
      3. If diseased livestock are discovered on the Premises, the Lessee must dispose of such livestock of within 2 days of discovery and must arrange for a Veterinary Surgeon to attend the Premises to determine if other livestock are affected by the disease and if further livestock are affected by the disease then the Tenant must dispose of the infected livestock under this paragraph [28.19(c).](#_bookmark54)

### Slaughter of Livestock

The Tenant must not slaughter livestock on the Premises unless for the purposes of disposal in the event of disease or for slaughtering meat for the Tenant’s own use and any dead livestock must be buried, burned (subject to fire restrictions) or otherwise lawfully disposed of within a period of 2 days of death.

### No auction without the Landlord’s consent

The Tenant must not without the Landlord’s written consent hold or permit to be held any sale by auction on the Premises.

### Timbers

The Tenant must not without the Landlord’s consent cut down or remove any growing timber on the

Premises.

## Special conditions

The special conditions set out in [Item 15](#_bookmark69) form part of this lease.

## Schedule

|  |  |  |
| --- | --- | --- |
| Item 1 | **Premises** | **[Note: insert the appropriate description of the Premises, depending on whether it is all of the Land, to be shown in a Plan in Annexure A or otherwise described in this Item]**  **<Choice>**All of the Land.**<End Choice>**  **<Choice>**The premises shown hatched on the plan attached at [Annexure A](#_bookmark70) and marked “[#Insert description as marked on the plan#]“ having an area of approximately [#Insert area#] square metres, being part of the Land. **<End Choice>**  **<Choice>**The premises described as [#Insert description of Premises#]**<End Choice>** |
| Item 2 | **Term** | [#Insert number of years in numbers#] years and [#Insert number of months in numbers#] months commencing on the  Commencement Date and expiring on [#Insert date#]. |
| Item 3 | **Option(s) to extend the Lease for additional term(s)** | **[Note: if there is an option period, insert the option term and relevant adjustment and review dates below. If an adjustment or review date isn’t applicable, insert ‘not applicable’.]**  First option term:  [#Insert number of years in numbers#] years and [#Insert number of months in numbers#] months commencing on [#Insert date#] and expiring on [#Insert date#].  Fixed Rent Adjustment Dates for the option term:  **<Choice>**[#Insert date#]**<End Choice>**  **<Choice>**Each anniversary of the commencement date of the option during the option term. **<End Choice>**  ([#Insert dollar amount or percentage adjustment#]) CPI Adjustment Dates for the option term:  **<Choice>**[#Insert date#]**<End Choice>**  **<Choice>**Each anniversary of the commencement date of the option during the option term. **<End Choice>**  Market Review Dates for the option term: [#Insert date#]  **[Insert further option terms as applicable].** |
| Item 4 | **Commencement Date** | [#Insert date#] |
| Item 5 | **Rent** | $[#Insert amount in numbers#] [plus GST] each year payable by equal monthly instalments in advance of $[#Insert amount in numbers#] **[**plus GST]. |
| Item 6 | **Rent Commencement Date:** | **[Note: If there is a rent free period, insert the date on which the Tenant is required to commence paying Rent. If there is no rent free period, insert ‘Commencement Date’.]**  [#Insert date#] |
| Item 7 | **Payment Date** | [#Insert payment day of each month#] |

|  |  |  |
| --- | --- | --- |
| Item 8 | **Outgoings** | **[Note: delete or amend as appropriate or insert ‘not applicable’ if the Tenant isn’t required to pay outgoings.]**   1. municipal rates; 2. land tax payable on a single holding basis; 3. water and sewerage charges 4. all insurance premiums and other charges in connection with insurance cover effected by the Landlord in accordance with clause [11.4](#_bookmark8) (Landlord’s obligations) (including any excess or duty payable in this regard); 5. costs of repairing, maintaining and operating the Building; 6. costs incurred by the Landlord in complying with the requirements from time to time of any Authority; 7. other charges imposed by an Authority in relation to the Premises or the Land. |
| Item 9 | **Fixed Rent Adjustment Dates** | **[Note: insert the relevant dates, dollar amount/percentage from the choices below or insert ‘not applicable in first term’.]**  **<Choice>**[#Insert date#]**<End Choice>**  **<Choice>**Each anniversary of the Commencement Date during the Term. **<End Choice>**  ([#Insert dollar amount or percentage adjustment#]) |
| Item 10 | **CPI Adjustment Dates** | **[Note: insert the relevant dates from the choices below or insert ‘not applicable in first term’.]**  **<Choice>**[#Insert date#]**<End Choice>**  **<Choice>**Each anniversary of the Commencement Date during the Term. **<End Choice>** |
| Item 11 | **Market Review Dates** | [#Insert date#]  **Or insert ‘not applicable in first term’** |
| Item 12 | **Permitted Use** | [#Insert permitted use#] |
| Item 13 | **Tenant’s Public Risk Insurance – minimum cover** | $10 million |
| Item 14 | **Land** | The whole of the land comprised in Certificate of Title Volume [#Insert Volume Number#] Folio [#Insert Folio Number#]. |
| Item 15 | **Special Conditions** | **1 Additional Special Conditions**  <Choice>**Termination for convenience**  Despite anything else in this lease, the Tenant may terminate this lease at any time by giving not less than [12 months’] notice in writing to the Landlord. **<End Choice>**  **[Note: insert additional special conditions as required.]** |

# Signing page

**Executed** as a Deed

**Dated the day of 20**

**[Note: insert appropriate execution block for each of Landlord and Tenant. Examples below are for a company and individual.]**

|  |  |
| --- | --- |
| **Executed** by **(ACN )** pursuant to section 127 of the Corporations Act 2001 by: | )  ) |
| ......................................................................................................  Director Signature  ......................................................................................................  Director Full Name (print)  ......................................................................................................  \*Director/\*Secretary Signature  ......................................................................................................  \*Director/\*Secretary Full Name (print)  ***(\* please strike out inapplicable \*if Sole Director/Secretary write ‘Sole’)*** |  |

|  |  |
| --- | --- |
| **Executed** by in the presence of: | )  ) |
| Witness: ..........................................................................................  Full Name: .......................................................................................  Address:.......................................................................................... | |

## Annexure A

### The Plan

### [Note: Only insert a plan if the Premises is for part (not all) of the Land and if the Premises will be described by reference to a plan (i.e. it will not otherwise be described in Item 1 of the Schedule). If a plan is not to be inserted, this Annexure A should be deleted].

[#Insert scanned plan – black and white only#]