



Manjaree Precinct

Briefing Pack: Invitation
for Expressions of Interest
to Lease Buildings –
Stage 1 J-Shed



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Acknowledgement of Country

Wanjoo Nidja Walyalup – Whadjuk Land.

Welcome, this is Fremantle, Whadjuk land. In the Nyoongar language the Fremantle area is called Walyalup, meaning place of the Walyo or Woylie, a small brush-tailed bettong or kangaroo rat.

The local Whadjuk people, part of the larger Nyoongar Aboriginal nation in the southwest of Western Australia, have a connection to Country that dates back over 50,000 years. Manjaree is the name Whadjuk people gave to the area around Fremantle, near the limestone hill at Arthur Head and Bathers Beach. In the local Whadjuk dialect, it translates to 'fair exchange'.

The Manjaree Trail, starting near Kidogo Arthouse, explains Nyoongar seasons, bush tucker, trade, and other customs relevant to Manjaree.

Sites along this trail are of tremendous importance to the Whadjuk people as they were places where valuable items were traded, families gathered for kinship and law making, and where young men and women who had 'come of age' met their future husbands and wives.

While some of the sacred meeting places in and around Walyalup look very different in the present day, they still hold significance to local Whadjuk people.

The City of Fremantle acknowledges the Whadjuk people as the Traditional Owners of the greater Fremantle/Walyalup area and we recognise that the cultural and heritage beliefs are still important today.

About the City of Fremantle

A national cultural hub

Walyalup/Fremantle — a place celebrated for its culture and creativity — is a gathering place for ceremonies, significant cultural practices and trading that dates back tens of thousands of years

The city holds a deeply embedded creative culture, built over generations by artists, creatives, cultural workers, and communities. This culture is foundational to how the place is known, experienced, and understood. Artists and creatives in Walyalup/Fremantle are not simply contributors to culture — they are central to it. They carry stories, challenge perspectives, and open space for new ways of seeing and being. They are truth-tellers, storytellers, and change-makers.

Creative work unfolds here every day — sometimes quietly, sometimes with powerful impact. It brings visibility to what might otherwise go unnoticed, gives form to lived experience, and connects people to place and to one another.

The City of Fremantle recognises and honours the essential role of artists and creatives in shaping the life, identity, and future of this place, and the enduring creative spirit that defines this community.



Joan Campbell, Coastal Plain, 1991. Fremantle Library, Walyalup Civic Centre. Photo by Rebecca Mansell.



Project Overview

The opportunity

The City of Fremantle is inviting community participation to shape the future of the Manjaree Precinct initiative through an Expression of Interest (EOI) application process to lease buildings within the J-Shed for arts and cultural uses in Stage 1.

Manjaree is a place of deep cultural, historical, and community significance — where people come together to share stories, connect, and create. Its combination of indoor and outdoor spaces offers fertile ground as an incubator for artists and creatives to develop ideas into experiences that bring people together and contribute to a vibrant creative community.

We invite proposals from artists, creatives, and cultural practitioners who want to help activate and revitalise this place. The City is seeking proposals that are meaningful, inclusive, and community-focused — specifically work that reflects and respects the stories, histories, and relationships that shape the area.

We are particularly seeking proposals that create compelling and memorable experiences that attract and engage visitors, tourists, and the broader community, while celebrating the unique identity of Manjaree and Walyalup/Fremantle. Successful projects will encourage people to explore the precinct, spend time in the space, and connect with its rich cultural, historical, and creative stories. Through innovative, inclusive and place-responsive programming, we aim to position Manjaree as a vibrant destination that showcases local creative talent, fosters community connection, and contributes to the cultural tourism appeal of the region.

This initiative positions Manjaree Precinct as an open and accessible space for creativity. As a community-owned place, it responds to a strong need for more creative spaces in Walyalup/Fremantle offering artists the opportunity to experiment, connect, and share their work.

This is about creating genuine opportunities for creatives and cultural practitioners at all stages of their practice — whether emerging or established. It is a chance to test ideas, grow practice, and be part of a supportive and connected creative community.

Through the activation of Manjaree Precinct, we strengthen Walyalup/Fremantle's identity as a cultural place shaped by many voices — past and present. As we move toward 2029, a moment to reflect on 200 years of colonisation in Western Australia, this initiative creates space for thoughtful, respectful, and culturally aware practices that deepen understanding of where we have come from and where we are going.

At its core, this initiative is grounded in care — for the place itself, for its stories, and for the people who connect with it. Together, we can ensure Manjaree Precinct continues as a welcoming, sustainable, and evolving space for culture, community, and creativity.

The Manjaree Precinct EOI process is staged with several tenancies available in each round.

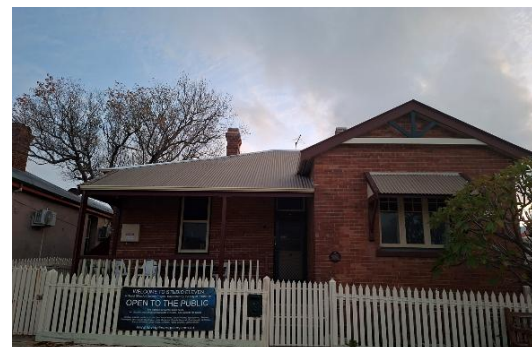
Stage 1 for J-Shed units 1,2,3 and 4 - EOI opens 1 July 2026 and closes 31 August 2026 (8 weeks).



Stage 2 for Mrs Trivett Place - estimated release date is September 2026, subject to the closure of Stage 1.



Stage 3 for Captains Lane - estimated release date of January 2027, subject to the closure of Stage 1 and 2.



Vision, Purpose and Guiding Principles

EOI proposals should respond to and directly align with the following vision, purpose, and principles:

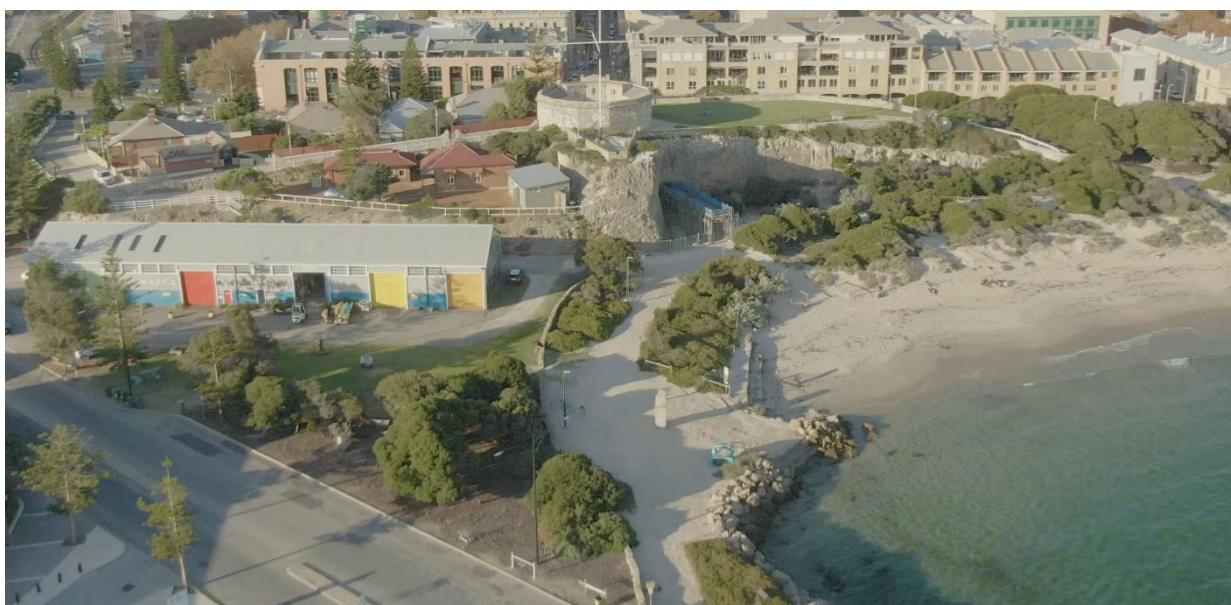
Vision: Manjaree Precinct will be a vibrant, inclusive, and creative precinct where First Nations culture, colonial heritage, and contemporary arts and culture connect and thrive together through community-led initiatives supported by the City.

Purpose: Manjaree Precinct will provide accessible spaces and opportunities for creative expression, cultural celebration, and community connection in Walyalup/Fremantle. It is a place of significant cultural and historical importance for Western Australia, where the local community, the wider state community, and visitors are engaged and welcomed.

Guiding Principles:

- **Ensure First Nations leadership** contributes to the development of the Manjaree Precinct area. Whadjuk leadership and truth-telling are central to Manjaree Precinct’s identity.
- **Be a place to belong and contribute.** An inclusive, welcoming, and respectful environment where diverse community members can contribute to and benefit from Manjaree Precinct’s development, fostering collaboration and a collective purpose.
- **Be a place of cultural significance.** Recognise, educate, and celebrate through creative and cultural programming which engages with the site's significance to the Whadjuk Nyoongar people, colonial history, and contemporary creative communities.
- **Be a place that thrives and evolves.** Develop balanced economic opportunities that support creative and cultural industries responding to changing economic, environmental, and social conditions. Ensure Manjaree Precinct remains sustainable and responsive to the community's aspirations.

Further information on how submissions will be assessed is available below in Assessment Criteria and Evaluation sections on page 10 and 11.





Place Context

Manjaree Precinct — encompassing Bathers Beach and Arthur Head — is a place of many names, stories and layers. It is a priceless piece of shared history and heritage, a powerful and enduring place, held closely by many and experienced in different ways.

For the Whadjuk Nyoongar people, Manjaree Precinct is a place of meeting, ceremony and exchange. The name itself means “*meeting place*” or “*gathering place*” — a site where families came together for kinship, trade, storytelling and cultural continuity. The headland, ocean and nearby islands form part of ancestral songlines, carrying deep cultural knowledge and an unbroken connection to Country.

Manjaree Precinct is also where colonial history began in Walyalup/Fremantle. In 1829, Captain Fremantle arrived here, marking the establishment of the Swan River Colony. The Round House is the oldest public building in Western Australia and stands as a powerful marker of this history and the colonial systems it represents. The site is closely connected to Wadjemup/Rottnest Island, where Aboriginal men and boys were taken and imprisoned, representing one of the most significant and painful chapters in Western Australia’s history.

These intersecting histories — ancient, continuous First Nations culture and nearly 200 years of settler history — position Manjaree Precinct as a place of truth-telling, reflection, resilience and shared understanding.

The precinct holds a rich mix of heritage and creative spaces, including the Round House, Whalers Tunnel, Captains Lane, Mrs Trivett Place, Kidogo Arthouse and J-Shed — places that have long supported artists, makers and creative communities. Since 2014, the Walyalup Aboriginal Cultural Centre has played an important role in establishing and sustaining cultural Whadjuk Nyoongar presence and practice in the area.

At the same time, Manjaree Precinct is a lived and everyday place. It is where people swim, gather, walk, create, collect sea glass, climb rocks, and watch the sun drop into the ocean. It is a place to wander, to pause, and to respond in your own way. The limestone cliffs, salt air, wind, shifting light and working yard character create a distinct atmosphere — open, textured and grounded in the rhythms of daily life.

Positioned between the city, the port and the ocean, Manjaree Precinct connects key places including Wadjemup/Rottnest Island and Fremantle Prison, while standing as a culturally significant destination.

Manjaree Precinct is not a static heritage site, but a living, shared place which holds the depth of history alongside the energy of the present and the possibilities of the future.

What are we looking for?

The EOI invites artists, creatives and cultural practitioners to share ideas for arts, creative and cultural experiences in the City of Fremantle. We welcome individuals, collectives and organisations at all stages of their practice or business development who are excited to create work that connects with people and place.

We welcome a broad range of approaches that align with the vision, purpose, and guiding principles of the precinct – from independent and experimental practices to not-for-profit, commercial, and collaborative models.

We favour a broad definition of arts, culture and creativity and welcome people working across all fields, including (but not limited to):



Making

The creation and development of new work across contemporary disciplines, including visual arts, music and sound, performing arts, design and craft, screen and media, literary arts, and community arts and cultural development.

Proposals should demonstrate strong creative practice and contribute to a dynamic and productive precinct environment.



Sharing and Connecting

The facilitation of participation, engagement, and exchange through artist-run spaces, galleries, creative education, performances, markets, and workshops.

This includes First Nations-led initiatives and public or place-based work that strengthens community connection, accessibility, and cultural understanding.



Presenting and Selling

Proposals that activate the precinct through audience-facing outcomes, including experiential and place-based practices such as public art, site-responsive projects, and cultural tourism – including artist-led experiences and destination offerings.

This also includes experiential retail and artisan-led enterprises, such as maker-led retail, studio shops, and businesses that integrate production, sales, and hospitality, with arts, culture, design, or local identity embedded at the core of their offer.



Working in Manjaree Precinct

Manjaree Precinct supports the incubation and development of artists, creatives and cultural practitioners, recognising that some spaces will operate as working studios. The City's vision for the precinct is for it to be actively used on a regular basis, fostering a vibrant and dynamic environment.

Applicants are encouraged to consider co-tenancy and/or sub-tenancy arrangements where appropriate, to help ensure consistent and regular use of the premises.

Practitioners are also encouraged to create ongoing opportunities for public engagement. This can take many forms, offering meaningful and creative ways to invite audiences into both the process and outcomes of their work.

As part of a shared and evolving precinct, practitioners are expected to contribute to:

- Activating the precinct through high-quality arts, cultural, and creative work
- Creating welcoming and engaging visitor experiences
- Celebrating local culture, heritage, and storytelling
- Strengthening Western Australia's arts, culture, and creative economy
- Supporting diversity, equity, and inclusion in both practice and participation
- Fostering a collaborative environment through open engagement with other tenants
- Connecting with the public and local community through creative practice
- Contributing to activity across both daytime and evening programming
- Respecting and responding to the coastal environment
- Participating in ongoing dialogue and collaboration across the precinct
- Demonstrating local connection and/or owner-operated models where possible
- The users that benefit from accessing the site share in the reasonable ongoing maintenance costs of the site, as related to their activation.

How to Apply

The City of Fremantle is available to support you through this process. If you're interested in contributing, we'd love to hear from you, and if you need assistance at any stage, please get in touch.

We aim to make this process clear, fair, and supportive. The City welcome applications from a wide range of creatives – whether you're emerging or established – and encourage thoughtful, well-prepared proposals that are realistic in scope.

Step 1: Prepare Your Application

- Read this entire document before starting your application or read the Easy English version on the [website](#).
- If you have questions, you can email the City's Contracts team at ProcurementTeam@fremantle.wa.gov.au if they can answer your questions via email they will otherwise they will arrange a phone conversation
- A frequently asked question document will be published on the [website](#).
- Head to the City's [Smartygrants portal](#) to complete your Application to EOI



- Stage 1 applications close on Monday 31 August 2026, 5pm AWST
- Ensure you allow enough time to plan and submit for proposal. Submissions made after the deadline or provided in any other format other than via SmartyGrants cannot be accepted. If you need assistance at any stage, please get in touch.

Step 2: Assessment Process

- After the closing date and time, an Evaluation Panel (the Panel) will review all applications against the assessment criteria in this document
- The Panel may request more information or invite shortlisted applicants to attend an interview or present their proposal
- The Panel will identify the preferred applicants and notify them with an Offer to Lease. Once the Offer to Lease is accepted, the City will work directly with each of the successful applicants to finalise their lease.
- Once all Leases have been finalised, the City will notify all the unsuccessful applicants through their nominated preferred form of contact before the release of Stage 2.
- Depending on the offer, we may need to seek consent from the Minister for Lands and Council.

Step 3: What Happens Next

If you do not receive an Offer to Lease in Stage 1, we encourage you to apply again for Stage 2 and Stage 3. You will need to submit a separate application for each stage — applying for Stage 1 does not automatically put you forward for later stages.

Important Information

Respect current tenants

Please respect the privacy and working environments of current tenants within the Manjaree Precinct. Studios and workspaces should not be entered without permission. Scheduled viewing opportunities will be arranged to provide appropriate access to spaces.

Ownership of submissions

All documents, materials, and information submitted as part of an Expression of Interest (EOI) will be treated as confidential and used solely for the purposes of the EOI process. Applicants retain all intellectual property rights in their submissions.

Probity requirement

Applicants must not seek to influence the outcome of this Expression of Interest process. Any applicant who, directly or through an agent, canvasses or lobbies Elected Members, City officers, evaluation panel members, media, contractors, or their representatives in relation to their submission may have their application excluded from consideration, regardless of whether such contact has influenced the process. All communication and queries in regard to this EOI must be made via contacting the City's Contracts team (ProcurementTeam@fremantle.wa.gov.au) and submitting the application via the City's [Smartygrants portal](#).

Right to decline proposals

The City of Fremantle reserves the right to decline all offers and to recommence the Expression of Interest process if suitable offers are not received. This may mean that un-tenanted spaces in Stage 1, move to Stage 2 for re-advertising.



Collection Notice

The City of Fremantle collects the personal information you provide for the purpose of responding to your enquiry or request, and to carry out related local government functions.

Your information may be shared with authorised City officers or contractors where necessary to process your request but will not otherwise be disclosed unless required or authorised by law.

By contacting the City you agree to the collection of this information in accordance with the Council Privacy Policy.

For more information, including the option to remain anonymous, please see [our Privacy Statement and Policy](#) or contact us at governance@fremantle.wa.gov.au.

Evaluation Process

A panel of Whadjuk, community and City representatives with authority and relevant experience are appointed to the evaluation panel.

Each submission will first be reviewed and scored independently by members of the evaluation panel. Once all individual assessments have been completed and submitted to an independent officer, the panel will meet to discuss each submission and agree on a final consensus score for each of the assessment criteria.

It is essential that applicants address each of the assessment criteria. The information provided in response to each of the assessment criteria will be point scored by the evaluation panel. Failure to provide a response to one or more of the assessment criteria may result in elimination from the evaluation process or a low score.

When preparing your application, please assume that the evaluation panel has no prior knowledge of your organisation, experience, or previous work. Include all information you would like the City to consider as part of the evaluation.

Each of the assessment criteria is weighted to indicate the relative degree of importance that the City places on awarding the leases.

The City has adopted a best public value approach to this request. This means that, although rent is considered, the submission containing the highest rent will not necessarily be accepted, nor will the submission ranked the highest in the assessment criteria. The City will consider the overall merit of each submission and the value it is expected to deliver.

An Offer to Lease will be extended to the applicant whose submission best demonstrates overall public value and alignment with the objectives of this request.

To support a fair, transparent and consistent evaluation process, a scoring methodology will be applied across all assessment criteria.



Assessment Criteria and Questions

The assessment criteria and applicant questions are detailed below. It is a mandatory requirement to provide a response to all criteria to be considered. Answer these questions via the [Smartygrants portal](#).

1. Applicant details – Name, Address, Email, ABN

Are you acting as trustee for a trust? (Yes/No/If yes please provide a copy of the trust deed, and if there is no trust deed, provide the names and addresses of beneficiaries)

2. Are you a registered Aboriginal Business? (A commercial enterprise that is at least 50% owned, managed, and controlled by Aboriginal or Torres Strait Islander peoples.) (Yes/No/If yes are you registered with Supply Nation Indigenous Business Directory or Aboriginal Business Directory)
3. Are you a Registered Disability Enterprise?
4. Do you have any actual, potential or perceived conflict of interest which currently exists with the City of Fremantle, its officers or Elected Members, or which may arise in relation to the ongoing management of this lease (if successful)? (Yes/No/If yes, provide details)
5. Do you currently hold Public Liability Insurance with a minimum insurance value of \$20 million? If yes, please provide a copy of your certificate of currency. If no, do you agree to obtaining this insurance and provide the City with evidence of this prior to the lease commencement?
6. Are you presently able to pay all your debts in full as and when they fall due? (Yes/No/If No, provide details)
7. I confirm I have read, understood and agree to the terms in the sample lease provided with this request? (Yes/No/If no, please detail your requested changes to the Lease terms)
8. I acknowledge and agree to provide two (2) references to the City upon request? (Yes/No)
9. I confirm that I consent to the City completing a credit check should my application progress to the shortlist stage (Yes/No)



Criteria: Cultural Use - 50%

This means use that supports arts, creativity, heritage, or community participation, and activities that contribute to the cultural life of the community, rather than purely commercial, residential, or industrial purposes.

| Criterion | Question |
|---|---|
| <p>Quality: The proposed cultural uses are authentic and relevant to Walyalup/Fremantle’s cultural ecology and the broader arts, culture, and creative industries.</p> | <p>Tell us about you and your work. Who are you (or your organisation), and what do you do?</p> <p>Tell us about your creative and or cultural practice, your experience, and what drives your work?</p> <p>You can include: What you make or do, your background or experience, who you work with or collaborate with, any key projects or achievements.</p> |
| <p>Place: The proposed use of the building or public realm respects the site and surrounding area.</p> | <p>How will you use your space, and how does this use respond to the Manjaree Precinct vision, purpose and guiding principles?</p> <p>Refer to page 6 for the Vision, Purpose and Guiding Principles. Describe how your proposed use responds to the site’s character, history and cultural significance, contributes positively to the surrounding area, and supports a vibrant, inclusive and creative precinct. We encourage simple, genuine responses that explain how your idea will strengthen Manjaree Precinct.</p> |

Criteria: Operational Capacity – 25%

This means your practical ability to deliver, manage, and sustain your idea.

| Criterion | Question |
|--|---|
| <p>Contribution and collaboration within the Manjaree Precinct: The proposed tenant will engage with the community and/or share the building with others.</p> | <p>How will you actively engage with others in the precinct and/or local community?</p> |
| <p>Reach: The proposed initiative will engage with a broad cross-section of the community.</p> | <p>Who will you connect with, and how? Tell us about your audiences and how you’ll engage with the local community.</p> |
| <p>Experience: The experience of collaboration, cultural programming, and activation of spaces of the key personnel involved.</p> | <p>Who is involved, and what experience do you bring? This could include your own experience or that of collaborators. If you’re emerging: tell us how you’ll build your skills and capacity. If you’re established: share examples of similar work you’ve delivered.</p> |



Financial Information – 25%

This means how you plan to fund your project and keep it going over time.

Note: The City has adopted a best public value approach to this request. This means that, although rent is considered, the submission containing the highest rent will not necessarily be accepted. The City will consider the overall merit of each submission and the value it is expected to deliver.

| Criterion | Question |
|---|--|
| Self-sufficient: The proposed tenant can meet all financial obligations. | Covering your costs: What are your main expenses (e.g. rent, materials, staffing, operations)? How do you plan to cover these costs on an ongoing basis? |
| Leverage investment: The proposed tenant can leverage investment from various sources. | Income and support: What income streams or support will you rely on? (e.g. sales, ticketing, grants, partnerships, other revenue). How confident are you in securing these? |
| Proposed rent: The proposed annual rent including any plans to fit out the building (if applicable). | Proposed rent and investment: What annual rent are you proposing? Are you planning any investment into fit-out or improvements to the space (if applicable)? You may choose to supply a proof of account balance or an asset and liability statement or similar to address this criterion. |

Rental Amount

Submissions must include a proposed rental amount. Where a submission proposes a rate below market value, it must provide a clear justification for the reduced rent, including the community benefits offered in lieu and how the proposal aligns with the vision, purpose, and guiding principles.

The City has adopted a best public value approach to this request. This means that, although rent is considered, the submission containing the highest rent will not necessarily be accepted. The City will consider the overall merit of each submission and the value it is expected to deliver.

Full commercial rent has been independently valued at \$120 per m2 (below). The City does not expect non-profit/community tenants to meet the commercial market.

- Unit 1 – \$25,920 + Outgoings + GST (based on market rate) per annum
- Unit 2 – \$19,440 + Outgoings + GST (based on market rate) per annum
- Unit 3 – \$19,440 + Outgoings + GST (based on market rate) per annum
- Unit 4 – \$19,440 + Outgoings + GST (based on market rate) per annum



Lease Length

The length of proposed leases will be negotiable, generally seeking 1 to 5 years, noting that any retail tenancy must be for a minimum of 5 years. However, the final term of any lease may exceed 5 years and will depend on the proposed use, the type of tenant (community, cultural, commercial) and potential investment commitment from the proposal. You will indicate in your proposal your preferred lengths lease.

Site Access and Viewing Information

Scheduled site viewing opportunities will be arranged to provide appropriate access to the available spaces. Specific dates and times will be confirmed and published to the City's [website](#) communicated in due course.

Images of the interior of the units will also be published on the City's [website](#) in due course.

Please note: attendance at a viewing is not mandatory but is encouraged.

Key Facilities Information

Applicants should note that the premises are offered on an “as is, where is” basis. Subject to any agreed landlord contribution, the tenant will be responsible for undertaking all fit-out works required to make the premises suitable for their intended use.

The tenant must, at its own cost, maintain the premises (excluding structural elements) in good repair and condition, including all internal areas, services, plant, equipment, glass, and any areas under the tenant's control, and must promptly carry out all repairs necessary due to use, damage, or deterioration. Refer to the template lease for specifics.

- Unit 1 is expected to be available from February/March 2027
- Unit 2 is expected to be available from July 2027
- Unit 3 is expected to be available from July 2027
- Unit 4 is expected to be available from January 2027

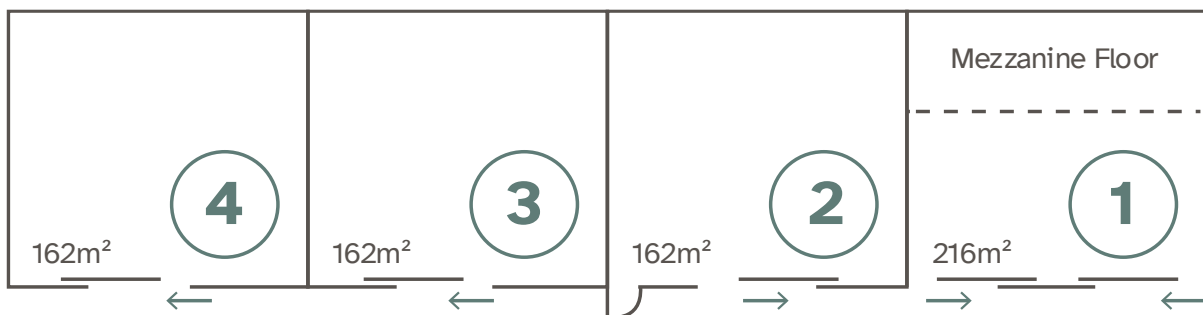


Floor Plan

- Unit 1 - 216m²
- Unit 2 - 162m²
- Unit 3 - 162m²
- Unit 4 - 162m²

Tenants will be provided with up to four (4) parking permits per tenancy at a cost of \$100 per permit per annum.

Within the submission, applicants must identify which unit they are applying for and if they are unsuccessful with their preferred unit, if they would like to be considered for another unit.





Glossary of Terms

| Term | Definition |
|--|---|
| ABN | Australian Business Number — a unique number that identifies a business. Applicants must have one to apply. |
| Acknowledgement of Country | A statement that recognises the Traditional Owners of the land and their ongoing connection to it. It is a sign of respect offered at the start of events and documents. |
| Activation | Bringing a place to life through regular use and public-facing activity — such as exhibitions, performances, workshops or markets — so the precinct feels welcoming, busy and engaging. |
| Assessment / Selection Criteria | The published standards every application is measured against. For this EOI the financial component makes up 25% of the overall criteria, alongside cultural and community value. |
| Canvassing / Lobbying | Trying to influence the result by privately approaching decision-makers such as Elected Members or City officers. This is not allowed during the EOI. |
| Co-tenancy / Sub-tenancy | Sharing a space. Co-tenancy means two or more parties hold the space together; sub-tenancy means a main tenant rents part of their space to someone else. Both help keep spaces in regular, active use. |
| Creative Practice | The ongoing work an artist or creative does — their way of making, sharing or presenting work. “All stages of practice” means everyone is welcome, from emerging to established. |
| Cultural | Relating to the shared arts, traditions, stories, knowledge and ways of life of a community. In this EOI it spans First Nations culture, colonial heritage and contemporary creative practice. |
| Easy English | A simplified, accessible version of information using plain words and clear layout, designed to be easy for everyone to read and understand. |
| Emerging / Established | Terms describing where someone is in their creative career. “Emerging” means early in their practice; “established” means more experienced and recognised. Both are encouraged to apply. |



| | |
|---|---|
| Evaluation / Selection Panel | The group of Whadjuk, community and City representatives who review all applications against the published criteria and recommend preferred applicants. |
| Expression of Interest (EOI) | An open invitation asking people to put forward their ideas and tell the City they are interested in leasing a space. It is the first step — not a binding contract — and helps the City find the right practitioners for the precinct. |
| First Nations | A respectful term for Aboriginal and Torres Strait Islander peoples — Australia’s first peoples. The EOI especially encourages First Nations artists, organisations and led initiatives. |
| Fit-out | The work done to set up an interior space for use — such as fixtures, finishes and equipment — so it suits how the tenant intends to operate. |
| Incubator | A supportive environment where artists and creatives can test ideas, develop their practice and grow, especially in the early stages of their work. |
| Landlord Contribution | Money the City (as landlord) may put toward capital works — such as fit-out or building improvements — to help a tenant set up their space. Commercial submissions identify what contribution they expect. |
| Lease | A formal agreement that lets you use a building or space for an agreed period of time in return for rent and agreed conditions. A sample (template) lease is provided so you know the terms before you apply. |
| Manjaree Precinct | The area covering Bathers Beach and Arthur Head in Walyalup/Fremantle. Manjaree is a Whadjuk Nyoongar word meaning “meeting place” or “gathering place” — a site of meeting, ceremony and exchange for tens of thousands of years. |
| Market Rent / Rate | The standard amount a space would normally cost to lease, valued independently and expressed per square metre (per m ²). The City does not expect community or non-profit tenants to pay the full commercial rate. |
| Per Square Metre (per m²) | A way of measuring rent based on the floor area of a space. Rent is quoted as a dollar amount for each square metre, so larger spaces cost more. |



| | |
|-----------------------------------|---|
| Premises | The specific building or space you are applying to lease and use — for example, a unit within J-Shed. Each premises has its own floor area and conditions. |
| Probity | Fairness, honesty and integrity in the process. Applicants must not lobby or try to influence the outcome — doing so may exclude their application. |
| Public Liability Insurance | Insurance that covers harm or damage to other people or property. Successful applicants need it, or a commitment to take it out if selected. |
| Public Realm | The shared, publicly accessible outdoor spaces — such as paths, beaches and gathering areas — that everyone can use and enjoy. |
| SmartyGrants | The online platform used to receive and manage applications. All EOI submissions must be made through it before the closing date and time. |
| Songlines | Routes across the land and sea that carry cultural knowledge, stories and connection to Country, passed down through generations of First Nations people. |
| Tenancy | A space available to be leased and used. The precinct has several tenancies, released in stages, that applicants can apply for. |
| Truth-telling | Sharing honest accounts of history — including difficult parts of the colonial past — to build shared understanding, reflection and respect. |
| Walyalup/Fremantle | The dual name for Fremantle. Walyalup is the Whadjuk Nyoongar name for the area; it sits alongside the name Fremantle to recognise both First Nations and colonial histories of the place. |
| Whadjuk Nyoongar | The Traditional Owners of the Fremantle area. The Whadjuk are one of the groups of the wider Nyoongar nation of south-west Western Australia. Their cultural and heritage connection to this Country continues today. |



Lease

The City offers lease terms that are considered fair and reasonable. By submitting an EOI, applicants are deemed to have accepted the proposed lease terms. If any of the terms are not acceptable, any requested variations must be clearly identified and detailed within the EOI application.

Lease – Portion of Reserve
21563 – Unit [no.] J Shed,
Bathers Beach Art Precinct,
Arthur Head, Fremantle

City of Fremantle

[insert Lessee's name]

[insert Guarantor's name]



McLEODS

Lawyers

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Ref: DFN: FREM-57976

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Details

Parties

City of Fremantle

of 8 William Street, Fremantle, Western Australia 6160
(Lessor)

[insert Lessee's name]

of [insert Lessee's address]
(Lessee)

[insert Guarantor's name]

of [insert Guarantor's address]
(Guarantor)

Background

- A The Lessor is vested with care, control and management of the Land described in **Item 1(a)** of the Schedule pursuant to a management order (**Land**).
- B The Lessee has requested that the Lessor grant it a lease of that portion of the Land described in **Item 1(c)** of the Schedule (**Premises**), and the Lessor has agreed subject to the Parties entering into this agreement.

Agreed terms

1. Grant of Lease

- (1) Subject to paragraph (2), the Lessor leases to the Lessee the Premises for the Term subject to:
 - (a) all Encumbrances and Reservations;
 - (b) the payment of the Amounts Payable; and
 - (c) the performance and observance of the Lessee's Covenants.
- (2) This Lease is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*. The parties acknowledge that the Minister for Lands' consent to this Lease annexed hereto as **Annexure 2**.

2. Quiet enjoyment

Except as provided in the Lease, subject to the performance of the Lessee's Obligations the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

Lessee's rights and obligations

3. Rent and other payments

3.1 Rent

The Lessee agrees with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule from the Commencement Date clear of any deductions whatsoever.

3.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee;
 - (d) emergency services levy;
 - (e) land tax and metropolitan regional improvement tax on a single ownership basis;

- (f) the costs of any cleaning and lighting of, supply of internal security and toilet requisites to, and maintenance and repair of the Premises;
 - (g) premiums, excesses and other costs arising from the insurance obtained by the Lessor pursuant to **clause 7.7**, but only where such premium, excess or other cost does not constitute an Operating Expense payable pursuant to **clause 3.3**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings.
 - (h) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 3.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

3.3 Operating Expenses

The Lessee shall pay to the Lessor the Lessee's Relevant Proportion of the Operating Expenses in the manner provided for in **clause 3.4**.

3.4 Payment of Operating Expenses

- (1) Prior to or at the commencement of a Lease year, the Lessor must make an estimate of the expected Aggregate of Operating Expenses for the ensuing Lease year and deliver to the Lessee written notification of –
 - (a) that estimate;
 - (b) the consequent estimate of the Lessee's Relevant Proportion of Operating Expenses payable by the Lessee (**Estimated Operating Expenses**); and
 - (c) the Estimated Operating Expenses divided into monthly instalments (**monthly instalments**).
- (2) The Lessee must one month after receiving an estimate in accordance with **sub-clause (1)**, and thereafter on the 1st day of each ensuing month, without any necessity for any account, invoice or demand by the Lessor, pay to the Lessor the monthly instalments of the Estimated Operating Expenses.
- (3) As soon as reasonably possible after each Lease year, but no later than three (3) months after each Lease year, the Lessor will cause the Lessor's auditors to investigate and certify as to –
 - (a) the actual amount of the Operating Expenses incurred by the Lessor during the lease year;
 - (b) the consequent calculation of the actual amount of the Lessee's Relevant Proportion of Operating Expenses payable by the Lessee during that Lease year (**Actual Operating Expenses**)

and the Lessor will deliver that certificate (**Audit Certificate**) to the Lessee.

- (4) Upon receipt of the Audit Certificate the Lessee will forthwith pay the amount (if any) by which the Actual Operating Expenses exceeds the total monthly instalments paid by the Lessee in respect of that Lease year or the Lessor will credit against future monthly instalments (or if the Lease has been determined, pay to the Lessee) any amount by which the total monthly instalments exceeds the Actual Operating Expenses.
- (5) The Estimated Operating Expenses for the first year of the Term are set out in **clause 1 of Item 10** of the Schedule.

3.5 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee covenants to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

3.6 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
 - (a) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies;
 - (b) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease; and
 - (c) all registration fees in connection with this Lease (if any).
- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause or any matter arising out of this Lease.
- (3) The Parties acknowledge and agree that each to pay their own legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.

3.7 Payment of Money

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

3.8 Accrual of amounts payable

The parties agree that Amounts Payable accrue on a daily basis.

4. Rent review

4.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

4.2 Methods of Review

The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

4.3 CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date.
- (2) If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period.
- (3) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 4.4(d)**.

4.4 Market Review

A rent review based on a market review will establish the current market rent for the Premises by agreement between the Parties and failing agreement will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessee's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice to the Lessor, then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978 (WA)*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.

- (f) In this clause, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- (i) any improvements made or effected to the Premises by the Lessee; and
 - (ii) any rent free periods, discounts or other rental concessions.

4.5 Fixed Percentage Increase Review

A rent review based on a Fixed Percentage Increase will increase the annual rent by the fixed percentage stipulated in **Item 6** of the Schedule.

4.6 Rent will not decrease following Review

Notwithstanding the provisions in this clause, the Rent following any Rent review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

4.7 Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

4.8 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

5. Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

7. Insurance

7.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor’s and the Lessee’s respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;

- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary; and
- (d) adequate workers' compensation insurance in respect of all employees and volunteers of the Lessee employed or engaged in, about or from the Premises.

7.2 Details and Receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) not amend the terms of any of the insurance policies without the Lessor's prior written consent;
- (d) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled; and
- (e) apply the proceeds of any claim made under any of such policies to the purpose for which the insurance was effected on terms first approved by the Lessor in writing.

7.3 Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 7.1** or **clause 7.7** void or voidable;
- (b) cause the rate of a premium on any insurance effected under **clause 7.1** or **clause 7.7** to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.4 Reports

The Lessee must report to the Lessor promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which the Lessee is or might be aware; and
- (b) any circumstances of which the Lessee is aware and which is likely to be a danger or cause any damage or danger to the Premises or to any person who is lawfully using or may lawfully use the Premises.

7.5 Lessee to pay excess on insurances

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 7.1**.

7.6 Lessee's equipment and possessions

The Lessee acknowledges it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

7.7 Lessor to obtain building insurance

- (1) Subject to **clause 3.2(1)(g)**, the Lessor will obtain building insurance for any of its buildings constructed on the Premises and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom. For the avoidance of doubt, the parties agree:
 - (a) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (b) such insurance will include insurance for the full replacement value of such buildings.

8. Indemnity

8.1 Lessee Responsibilities

The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor and/or the Minister for Lands, or brought, maintained or made against the Lessor and/or the Minister for Lands, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,
caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (e) any work carried out by or on behalf of the Lessee on the Premises;
 - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
 - (g) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's Obligations under this Lease; or
 - (h) an act or omission of the Lessee or the Lessee's Agents.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's Negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor or any Authorised Person against any loss, damage, expense, action or claim to the extent caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

8.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by; and
 - (ii) loss of or damage to the Premises or personal property of the Lessee;except to the extent that such loss or damage is caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Use

9.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any use or purpose other than the Permitted Use; or
- (b) use the Premises for any purpose which is not permitted under any local planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor, which shall not unreasonably be withheld.

(7) No smoking

The Lessee must not suffer or permit a person to smoke in any building on the Premises.

(8) Sale of alcohol

The Lessee will only sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

(9) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles, which shall be emptied at intervals sufficiently regular to prevent the accumulation of waste or garbage.

(10) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

(11) No breach of copyright

The Lessee shall not do any act, nor authorise or permit any person to do any act, that constitutes a breach or infringement of copyright under the *Copyright Act 1968* (Cth).

(12) Toilets

The Lessee must not use or permit toilets or other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any act or thing to be done that might obstruct or otherwise affect or damage the same.

9.2 No warranty

The Lessor gives no warranty:

- (a) as to the suitability of the Premises for the Permitted Use; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

9.3 Premises subject to restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

9.4 Indemnity for costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this clause.

10. Keys and access

10.1 No additional copies without approval

Unless otherwise approved by the Lessor in writing, the Lessee must not:

- (a) have additional sets of keys copied or cut; or
- (b) remove the keys from any tag issued by the Lessor.

10.2 Notify the Lessor of lost keys

- (1) The Lessee must notify the Lessor of any loss of keys immediately.
- (2) To ensure all keys conform with the Lessor's master keys, the Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee's cost.

10.3 No change of locks without approval

- (1) The Lessee must not change any of the Premises' locks, without the prior approval of the Lessor.

- (2) If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.

10.4 Cost of re-entry

If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to the Lessee making a change in locks, but not providing a key or keys to such locks to the Lessor, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

11. Maintenance, Repair and Cleaning

11.1 Generally

- (1) The Lessee agrees, at its cost, during the Term and for so long as the Lessee remains in possession or occupation of the Premises to:
 - (a) maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date; and
 - (b) without detracting from subclause (a), undertake the Lessee's maintenance tasks as set out in the Maintenance Schedule annexed hereto as **Annexure 3** to the satisfaction of the Lessor.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing or repairing in or on the Premises:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures; and
 - (e) any painting

use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

11.2 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises (and any structures or buildings constructed on the Premises).

11.3 Cleaning

- (1) The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish and ensure that no materials or rubbish are left in walkways or common areas at any time.
- (2) Without limiting the generality of sub-clause (1), the Lessee shall ensure that any toilets and bathrooms on the Premises are kept in a clean and hygienic state and are supplied with sanitary bins, which are cleared on a periodic basis.

11.4 Repair damage

Unless such damage is the responsibility of the Lessor pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.5 Pest control

The Lessee must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.

11.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.7 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured at all times.

11.8 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Lessee must comply with and implement any landscaping, reticulation and similar plans approved by the Lessor (in its capacity as responsible local authority) pursuant to any condition or conditions of development approval for the Premises.
- (3) The Lessee must care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (4) Unless permitted to do so under a development approval, the Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

11.9 Paint Premises

The Lessee must prior to expiration of the Term paint, paper or otherwise treat all such parts of the Premises as have been previously painted, or otherwise treated in a good and workmanlike manner and with good quality and suitable materials in colours first approved of by the Lessor.

11.10 Acknowledgement of state of repair of Premises

- (1) The Lessee accepts the Premises in its present condition relying upon its own enquiries and investigations.
- (2) The Lessor does not expressly or impliedly warrant that the Premises is or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

11.11 Lessor may undertake maintenance

Without detracting from the obligations of the Lessee pursuant to this **clause 11**, where:

- (a) the Lessee so requests; or
- (b) where in the opinion of the Lessor the Lessee has failed to satisfactorily discharge its obligation to maintain, replace, repair, clean and keep the Premises clean and in Good Repair in accordance with the provisions of this Lease,

the Lessor may undertake any works required to maintain, replace, repair, clean and keep the Premises clean and in Good Repair in accordance with the provisions of this Lease and may recover the cost of undertaking such works from the Lessee upon provision of a written invoice for such costs.

12. Report to Lessor

The Lessee must immediately report to the Lessor:

(a) **Vandalism**

Any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;

(b) **Pollution**

Any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment;

(c) **Notices, etc**

All notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor;

(d) **Defects**

Any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

13. Assignment, subletting and charging

13.1 No assignment or subletting without consent

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease without the written consent of the Lessor, the Minister for Lands and any other person whose consent is required under this Lease or at law, which consent shall not be unreasonably withheld, subject to the Lessee's compliance with **clause 13.3**.

13.2 Change in ownership of shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the Corporations Law will be deemed to be an assignment of the leasehold estate created by this Lease.

13.3 Requirements for assignment or subletting of Lease

If the Lessee wishes to assign this Lease or sublet the Premises the Lessee shall request the Lessor in writing to consent to an assignment or sublease of the Premises, and such consent shall not be unreasonably withheld, subject to:

- (a) the proposed assignee or sublessee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Lease, which the Lessee must demonstrate to the Lessor's reasonable satisfaction, and the onus of proof shall be on the Lessee to the reasonable satisfaction of the Lessor;
- (b) the Lessee paying the Lessor's reasonable legal costs and expenses incurred in relation to the assignment or sublease, and all costs for stamping and registration of documents relating to the proposed assignment or sublease;
- (c) the Lessee paying all Rent and other moneys properly due and payable to the Lessor as at the date of assignment and remedying any existing unremedied breach of the Lease; and
- (d) the Lessee complying with any condition of the assignment or sublease imposed by the Lessor that the proposed assignee or sublessee:
 - (i) enters into a deed to covenant to observe the terms and conditions of the Lease in such form as may be required by the Lessor; and/or
 - (ii) provides reasonable security by way of bank guarantee or other form acceptable to the Lessor.

13.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

13.5 No mortgage or charge

The Lessee must not mortgage nor charge the leasehold interest in the Premises without the prior written consent of the Lessor and the Minister for Land.

14. No caveat or other interest

14.1 No caveat or other interest

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat, subject to claim or any other interest including any lease, sublease, mortgage, charge over the Land or Premises or part thereof, without the prior written consent of the Lessor and the Minister for Lands.

14.2 Removal of interest

If any caveat or other interest is lodged without the consent of the Lessor, the Lessee irrevocably appoints the Lessor (or any person authorised by the Lessor for that purpose) jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of six (6) months after Termination of this Lease

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate;

- (d) a withdrawal of any absolute caveat lodged by or behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by on or behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease.

14.3 Costs of removal, indemnity and ratification

- (1) The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.
- (2) The Lessee indemnifies the Lessor against:
 - (a) any loss arising from any act done under **clause 14**; and
 - (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee including the withdrawing of any caveat effecting the Land the registration of this Lease to exercise the power of attorney set out in **clause 14**.

15. Statutory obligations and notices

15.1 Comply with statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the Permitted Use to be undertaken on the Premises;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if fails to comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Bond

16.1 Bond

Prior to execution of this Lease, the Lessee must give the Lessor:

- (a) an unconditional and irrevocable undertaking from a bank or financial institution authorised to carry on banking in Australia under the *Banking Act 1959* in favour of the Lessor and in a form reasonably satisfactory to the Lessor; or
- (b) a cash bond,

in the terms provided in **clauses 16.2 to 16.5 (Bond)**.

16.2 Purpose of the Bond

The Lessee covenants and agrees that in respect of the Bond it authorises the Lessor to draw on the Bond:

- (a) if any Amounts Payable remain unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Lessee; or
- (b) to recover the cost to the Lessor of rectifying any breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) which has not been rectified by the Lessee within 14 days of being notified of the breach.

16.3 Term of Bond

The Bond must be enforceable at all times for:

- (a) the Term of the Lease;
- (b) any further term, extension or holding over; and
- (c) a period of three months after termination of the Lease.

16.4 Amount of Bond

The amount of the Bond shall be at any point in time during the Term or any Further Term be equal to the sum specified in **Item 9** of the Schedule. For the avoidance of doubt, the Lessee acknowledges that if the Rent is increased following a Rent Review, or if the Lessor draws upon the Bond at any time during the Term, the Lessee will be required to provide a supplementary or replacement Bond such that the amount of the Bond always equals the amount specified in **Item 9** of the Schedule.

16.5 Cost of Bond

Any costs associated with meeting this obligation will be paid by the Lessee.

16.6 Return of Bond

The Lessor shall return the Bond (or any remaining portion of the Bond) upon the expiration of three months after termination of the Lease.

Lessor's rights and obligations

17. Provide keys

The Lessor will provide the Lessee with one (1) set of keys for access to the Premises upon the signing of the Lease, unless keys to the Premises have previously been provided to the Lessee.

18. Lessor's right of entry

18.1 Entry on reasonable notice

The Lessee must permit entry by the Lessor or any Authorised Person without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) at all reasonable times;
- (b) with or without workmen and others;
- (c) with or without plant, equipment, machinery and materials; and
- (d) for each of the following purposes:
 - (i) to undertake property inspections to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Obligations or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

18.2 Costs of rectifying breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 18.1(d)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

19. Limit of Lessor's liability

19.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent caused by the negligence of the Lessor.

19.2 Limit on liability for breach of Lessor's obligations

- (1) The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor is vested with care, control and management of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

Mutual agreements

20. Damage or destruction of premises

20.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee.

20.2 Dispute as to Abatement of Rent

Any dispute arising in relation to the abatement of rent pursuant to **clause 20.1** shall be determined in accordance with **clause 25** and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

21. Obligations on Termination

21.1 Restore Premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Obligations under this Lease and repair, replace or make good to the satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the exterior façade, the walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

21.1 Remove Lessee's Property prior to Termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture including without limitation any signs (other than air-conditioning plant and fire equipment, security alarms, window treatments, carpets and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good to the satisfaction of the Lessor any damage caused by the removal.

21.2 Peacefully Surrender

On Termination, the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Obligations under this Lease; and
- (b) surrender to the Lessor all keys, swipe cards, and security access devices held by the Lessee.

21.3 Lessor can Remove Lessee's Property on Re-Entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 21.1** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored or disposed of at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

21.4 Obligations to continue

The Lessee's obligations under this clause will survive termination.

22. Option to Renew

22.1 Exercise of option

If the Lessee at least one month, but not earlier than 6 months, prior to the date for commencement of a Further Term gives the Lessor a Notice to grant any Further Term specified in **Item 3** of the Schedule and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Obligations,

the Lessor may at its discretion grant (or refuse to grant) to the Lessee a lease for the Further Term specified in the Notice at the Rent and on terms and conditions similar to this Lease other than this **clause 22** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor acting reasonably may consider appropriate.

23. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

24. Default

24.1 Events of default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Obligations for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 2015*, the association is wound up whether voluntarily or otherwise;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated;
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits;
- (i) the Lessee is a body corporate and an administrator is appointed, of the Lessee;
- (j) the Lessee is a body corporate and an application is made, an order is made, or, a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Lessee to be wound up unless the winding up is for the purpose of reconstruction; or
- (k) the Lessee:
 - (i) becomes insolvent;
 - (ii) admits in writing the inability of the Lessee to pay its debts; or
 - (iii) is deemed to be insolvent;

24.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 24.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a Lessee from month to month under **clause 23**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Obligations or releasing the Lessee from liability in respect of the Lessee's Obligations.

24.3 Lessor may remedy Lessee's default

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Obligations,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

24.4 Acceptance of amount payable by Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers of the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

24.5 Essential terms

Each of the Lessee's Obligations in clauses **3** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **9** (Use), **11** (Maintenance, Repair and Cleaning), **13** (No Assignment, Subletting and Charging) and **27** (Goods and Services Tax) is an essential term of this Lease but this clause **24.5** does not mean or imply that there are no other essential terms in this Lease.

24.6 Breach of essential terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee AGREES with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the obligation set out in **clause 24.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease; and
- (e) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to

offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided, any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an employee of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and or director of the Lessee or a senior representative of the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

25.5 Parties to Comply with Lease During Dispute

To the extent that the parties are able to do so, pending determination of the arbitrator's decision they must continue to perform their obligations contained in this Lease.

25.6 Interlocutory Relief

Nothing in this clause prejudices the right of a party to institute proceedings to seek injunctive or urgent declaratory relief.

26. Further Consents

26.1 Western Australian Planning Commission's consent

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

27. Goods and Services Tax

27.1 Lessee must pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

27.2 Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 27.1**.

27.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 27.2**, the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

28. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

29. Additional terms and conditions

Each of the terms and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

General provisions

30. Notice

30.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by prepaid post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;

- (c) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

30.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 30.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 30.1(b)**, on the fifth Business Day following the date of posting of the Notice; and
- (d) if by email, when despatched by email to an email address specified in **clause 30.1(c)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

30.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO of that local government or a person authorised by Council of the local government or the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

31. Amendments to Lease

Subject to such consents as are required by this Lease or at law, this Lease may be varied by the agreement of the parties in writing.

32. Waiver

32.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

32.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

35. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

36. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

37. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

38. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

Guarantee

39. Personal guarantee

39.1 Condition precedent

The grant of this Lease is conditional on the Guarantor providing a personal guarantee in the terms provided in **subclauses 39.2-39.4** of this **clause 39**.

39.2 Personal guarantee

In consideration of the Lessor entering into the Lease with the Lessee at the request of the Guarantor, the Guarantor hereby:

- (a) GUARANTEES payment by the Lessee of the Amounts Payable by the Lessee to the Lessor pursuant to this Lease and the observance and performance by the Lessee of the Lessee's Obligations;

- (b) AGREES that if any money payable by the Lessee to the Lessor pursuant to the terms of this Lease shall not be recoverable from the Guarantor under this Guarantee by reason of any legal limitation disability or incapacity on or of the Lessee or by reason of any avoidance of the liability of the Lessee or of any other fact or circumstances then the Guarantor will hold the Lessor fully indemnified at all times against all loss or damage which the Lessor may suffer or incur by reason of any limitation disability incapacity failure fact or circumstances

(Personal Guarantee)

39.3 Guarantor's covenants

The Guarantor COVENANTS AND AGREES with the Lessor as follows:

- (a) To pay all moneys due and payable to the Lessor by the Lessee under this Lease upon demand.
- (b) The liability of the Guarantor will not be affected by:
- (i) the granting of any time or other indulgence by the Lessor to any person;
 - (ii) any compounding compromise release abandonment waiver variation or renewal of any term of this Lease or of the right of the Lessor or any omission;
 - (iii) the avoidance of any payment by the Lessee or the Guarantor to the Lessor;
 - (iv) any other dealing matter or thing which but for this provision operates to affect the liability of the Guarantor.
- (c) This Personal Guarantee is an irrevocable and continuing Personal Guarantee and will remain in effect for the benefit of the Lessor in respect of all liabilities of the Lessee arising from this Lease both before and after the determination of the Term.
- (d) All benefits or moneys received by the Lessor from or on account of the Lessee capable of being applied by the Lessor in reduction of any money owing to the Lessor will be taken and applied by the Lessor as payment in gross without any right of the Guarantor to claim any benefit from any moneys so received by the Lessor.
- (e) Upon liquidation or bankruptcy of the Guarantor, the Lessor will be entitled to prove for the total indebtedness of the Lessee under this Lease for the Term notwithstanding that the Rent or other moneys payable by the Lessee to the Lessor under this Lease are not due and payable at the date of the liquidation or bankruptcy of the Guarantor.
- (f) The indemnity given in this clause by the Guarantor will be a principal obligation and may be enforced against the Guarantor without any responsibility on the part of the Lessor to proceed against the Lessee or any other person.
- (g) Upon liquidation or bankruptcy of the Lessee the Guarantor will not prove in competition with the Lessor and the Guarantor authorise the Lessor to provide for all moneys which the Guarantor have paid under this Lease and retain or to appropriate at the discretion of the Lessor any amount received by the Lessor.
- (h) To give effect to this Lease the Guarantor waive in favour of the Lessor all rights of the Guarantor against the Lessee.
- (i) The liabilities of the Guarantor created by this clause shall not be affected by reason of any security taken by the Lessor being or becoming void or defective.

- (j) In the event of any part of this Lease being severed in accordance with the provisions in that behalf contained or implied in this Lease then the Guarantor will not be entitled to rely on or claim the benefit of any severance.
- (k) This Personal Guarantee will remain in force and continue notwithstanding any extension, renewal or assignment of this Lease, and will continue during any period of holding over by the Lessee (whether or not with the Lessor's consent).
- (l) The liability of the Guarantor under this **clause 39** is joint and several.

39.4 Obligations effective in all circumstances

The obligations (expressed or implied) of the Guarantor in this Lease shall apply to and be fully effective in respect of the Lessee's Obligations whether or not:

- (a) the whole or any part of the Lessee's Obligations are enforceable at law or in equity or otherwise pursuant to any express or implied lease, tenancy or other right of occupancy of or interest in the Premises granted by or derived from the Lessor under this Lease or under or pursuant to any antecedent agreement or otherwise enjoyed by the Lessee at law or in equity;
- (b) the Lease is in a form such as to be capable of being registered in the manner referred to in the *Transfer of Land Act 1893*; or
- (c) it is the intention (expressed or implied) of either or both of the Lessor and the Lessee that the Lease be registered in the manner referred to in the *Transfer of Land Act 1893*.

Definitions and interpretation

40. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Aggregate of Operating Expenses means the total amount of Operating Expenses expended or to be expended by the Lessor in any year of the Term;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

Centre means the building described at **Item 1(b)** of the Schedule;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas mean all those parts of the Centre not leased or licensed to any lessee or licensee and intended for use by the occupants of the Centre and their respective customers in common with each other including all parking areas roads walkways malls corridors passageways stairways elevators toilets and washrooms in on or about the Centre;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Input Tax Credit has the meaning that it bears in section 195-1 of the GST Act;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995*;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (c) the sublessees, employees, agents, contractors, customers, invitees and licensees of the Lessee; and
- (d) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Obligations means the agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than the Lessor;

Lessor's Obligations means the agreements and obligations set out or implied in this Lease, or imposed by law to be performed by the Lessor;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Operating Expenses means any amount expended by or on behalf of the Lessor, including provisions and adjustments appropriate for the Lease year in respect of the whole of the Centre or the Land (and not otherwise the direct responsibility of the Lessee or any other lessee of the Centre) on the following items:

- (a) insurance premiums on:
 - (i) all buildings, structures, improvements, plate glass and plant on the Land not being the property of the Lessee or any other lessee and machinery breakdown insurance;
 - (ii) public liability insurance in respect of the Centre;
 - (iii) workers compensation insurance in respect of employees employed in respect of the Common Areas;
 - (iv) loss of rent insurance and any other insurance effected by the Lessor in relation to any risk relating to the Lessor's ownership or interest in the Centre;
- (b) the running, lighting, cleaning, repair, maintenance, servicing and replacement of the Common Areas and all equipment in and services provided to the Common Areas or the Centre or for the general benefit of lessees of the Centre including signs, toilets and bathrooms, car parking areas and wages or salaries of staff employed by the Lessor, the cost of materials, and contract charges;
- (c) supplying electricity, gas, telephone, sewerage and other services to the Common Areas or for the general benefit of lessees of the Centre;
- (d) gardening and landscaping expenses in respect of the Common Areas, including plant hire and maintenance charges;
- (e) the provision of caretaking and security services in respect of the Centre, including salaries, contract charges and telecommunications charges;
- (f) the supply, repair, maintenance, servicing and replacement of all fire equipment in the Centre and all charges rendered for the supply, maintenance, servicing and monitoring of any fire equipment, including alarms;
- (g) rubbish and trade waste disposal;
- (h) the repair, maintenance, renovation and replacement of the buildings and other improvements comprising the Centre (including the Common Areas) except structural repairs;
- (i) the administration and management of the Centre, including wages or salaries of staff employed by the Lessor;
- (j) the running, repair, maintenance and replacement of all air-conditioning and other ventilation equipment installed in or provided by the Lessor in the Premises or the Common Areas including the cost of electricity or other power source used for its running, wages or salaries of staff employed by the Lessor, the cost of materials, and contract charges;
- (k) audit fees and charges in connection with verification of the Operating Expenses and provision of the Audit Certificate referred to in clause 3.4(3);
- (l) any other expenditure reasonably and properly incurred by the Lessor in the operation and promotion of the Centre (whether of the kind listed above or otherwise);

Party means the Lessor or the Lessee according to the context;

Permitted Use means the use stipulated at **Item 7** of the Schedule;

Premises means the premises described at **Item 1(c)** of the Schedule;

Relevant Proportion means the proportion that the retail floor area of the Premises bears to the total lettable area of the Centre at the commencement of the Lease year;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 6** of the Schedule;

Reservations means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install maintain use repair alter and replace pipes ducts conduits and wires leading through the Premises and to pass and run gas water heat oil electricity and other power telephone lines and air-conditioning through such pipes ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

Schedule means the Schedule to this Lease;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term, where the context permits; and

Termination means expiry of the Lease by lapse of time or sooner determination whether during the Term including any Further Term or any period of holding over.

41. Interpretation

In this Lease, unless expressed to the contrary:

- (a) Words using:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory

instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;

- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Lease.

Schedule

Item 1 Land and Premises

(a) **Land**

Reserve 21563, Lot 2051 on Deposited Plan 217075 being the whole of the land comprised in Qualified Certificate of Crown Land Title Volume LR3037 Folio 511.

(b) **Centre**

The J-Shed building and any parts of the Land appurtenant thereto.

(c) **Premises**

That part of the Centre comprising Unit [insert no.] as depicted on the plan annexed hereto as **Annexure 1**.

Item 2 Term

[insert Term] commencing on the Commencement Date and expiring on [insert date].

Item 3 Further Terms

Not applicable.

Item 4 Commencement Date

[insert date]

Item 5 Rent

[insert amount]

Item 6 Rent Review

Fixed percentage increase of 3% on each anniversary of the Commencement Date

Item 7 Permitted Use

[insert Permitted Use]

Item 8 Public liability insurance

\$20,000,000 (Twenty Million Dollars).

Item 9 Bond Amount

[insert amount]

Item 10 Additional terms and conditions

10.1 Confidentiality

(1) Definition

For the purposes of this Item 10.1:

Confidential Information means any information relating to the Lease, including but not limited to the provisions of the Lease.

(2) Use of Confidential Information

- (a) To the extent permitted by law, both parties agree to keep the Confidential Information confidential and to use such information only for the purposes of performance of their respective obligations under this agreement.
- (b) The obligations of confidentiality in paragraph (a) will not apply to information which:
 - (i) is generally available in the public domain except where such availability is as a result of a breach of this agreement; or
 - (ii) is required to be disclosed by an applicable law, including but not limited to the *Local Government Act 1995* or *Freedom of Information Act 1992*, or by court order.
- (c) The obligations imposed under this clause will survive the termination of this Lease.

10.2 Parties to act in good faith

Each party agrees to act in good faith throughout the term of the Lease and to not publicly disparage, denigrate or criticize the other party.

10.3 Advertising of Premises prior to expiration of Term

The Lessor reserves the right to advertise the Premises as available to lease prior to expiration of the Term. The Lessee will be advised of this process not more than 12 months and no less than 6 months prior to the expiry of the Term. The Lessee, subject to it not being in default under the Lease, will be entitled to reapply to lease the Premises through the public process conducted by the Lessor.

10.4 Fossil Fuel Advertising and Sponsorships

The Lessee acknowledges that in accordance with the City of Fremantle Fossil Fuel Advertising and Sponsorships Policy, the Lessor does not support the following –

- (a) the advertising of or by companies involved in the production or supply of fossil fuels on property owned or managed by the Lessor; or
- (b) advertising which specifically promotes fossil fuels on property owned or managed by the Lessor.

10.5 No gifts

Without detracting from any other provision of this Lease, the Lessee must not offer or give any gift to the Lessor, irrespective of value.

DRAFT

Signing page

EXECUTED on the

day of

2026

Executed by the **CITY OF FREMANTLE**
pursuant to section 9.49A of the Local
Government Act 1995:

Signature of Chief Executive Officer

Print Full Name

Executed by **[insert Lessee's name]**)
(insert ACN) pursuant to Section 127 of)
the Corporations Act 2001 (Cth):)

Name of Director

Signature of Director

Name of Director/Secretary*

Signature of Director/Secretary*

(*Delete whichever designation is incorrect)

SIGNED by the said **[insert Guarantor name]** in
the presence of:

Signature of **[insert Guarantor name]**

Witness Sign

Full Name of Witness

Address

Occupation

Annexure 1 - Plan of Premises

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Annexure 2 – Minister for Lands' Consent

DRAFT

Annexure 3 – Maintenance Schedule

DRAFT