



# Lease

[DPIPWE Ref: 02 16 77]

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Date 21 April 2021

**The Honourable Roger Charles Jaensch MP**

(being and in his capacity as the Minister administering the *Crown Lands Act 1976 (Tas)* and in his capacity as the Minister administering the *National Parks and Reserves Management Act 2002 (Tas)*)

**(Lessor)**

and

**Paringa Archers Launceston Inc**

**(Lessee)**

and

**The person or entity (if any) named in Item 1**

**(Guarantor)**

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# Lease

## Details and recitals

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### Date:

### Parties:

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Name	<b>The Honourable Roger Charles Jaensch MP</b> (being and in his capacity as the Minister administering the <i>Crown Lands Act 1976</i> (Tas) and in his capacity as the Minister administering the <i>National Parks and Reserves Management Act 2002</i> (Tas))
Short form name	<b>Lessor</b>
Notice details	C/- Department of Primary Industries, Parks, Water and Environment, GPO Box 44, Hobart, Tasmania 7001 Telephone: (03) 6169 9015 Attention: Secretary, Department of Primary Industries, Parks, Water and Environment

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Name	<b>Paringa Archers Launceston Inc</b>
Association number	01195C
ACN/ARBN/ABN	99 496 485 121
Short form name	<b>Lessee</b>
Notice details	201 Reatta Road, Trevallyn, Tasmania 7250 Telephone: 0429 447 222 Attention: The Secretary

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Name	<b>The person or entity (if any) named in Item 1</b>
Short form name	<b>Guarantor</b>
Notice details	Refer Item 1

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### Recitals:

- A. Pursuant to the provisions of the Crown Lands Act, the Crown Lands Minister may lease Crown land to any person on such terms as the Crown Lands Minister thinks fit.
- B. Pursuant to the provisions of the NPRM Act, the Parks Minister may lease Park land to any person on such terms as the Parks Minister thinks fit.
- C. The Crown Lands Minister acting under the powers conferred by the Crown Lands Act (and in particular section 29), and the Parks Minister, acting under the powers conferred by the NPRM Act (and in particular the section 48) have agreed to grant the Lessee a lease of the Crown Land and the Park Land in accordance with the Act and this Lease.
- D. The Lessee has agreed to accept a lease of the Premises in accordance with this Lease and the Act.

# Information Table

<b>Item 1 Page 1:</b>	<b>Guarantor's details</b>
Name: ACN/ARBN/ABN: Notice details:	Not applicable.

<b>Item 2 (clause 1.1): Premises</b>
All that area of Crown land situated at Reatta Road, Trevallyn in Tasmania identified by Property Identification Number 1281676 being approximately 5.49 ha comprising;  (a) the Crown Land; and  (b) the Park Land.

<b>Item 3 (clause 1.1): Crown Land</b>
All that area of Crown land situated at Reatta Road, Trevallyn in Tasmania comprising part of folio of the Register Volume 142349 Folio 1 being approximately 3000 m <sup>2</sup> shown outlined in blue on the Plan.

<b>Item 4 (clause 1.1): Park Land</b>
All that area of reserved Crown land situated at Reatta Road, Trevallyn in Tasmania within the Trevallyn Nature Recreation Area comprising part of folios of the Register Volume 142349 Folio 1 and Volume 40033 Folio 5 being approximately 5.17 ha shown outlined in red on the Plan.

<b>Item 5 (clause 1.1): Improvements</b>
Clubhouse, archery range, indoor archery range, fencing, ranges, outbuildings and other ancillary items on the Premises as owned by the Lessee.

<b>Item 6 (clause 1.1): Commencement Date</b>
1 May 2020.

<b>Item 7 (clause 1.1): Expiry Date</b>
30 April 2030.

<b>Item 8 (clause 1.1): Term</b>
The period of 10 years.

<b>Item 9 (clause 3): Option</b>	
Application of clause 3 New Lease Term Number of New Terms	Not Applicable.

<b>Item 10 (clause 4): Rent</b>	
\$1,000.00 (exclusive of GST) per annum as adjusted in accordance with clause 4.2(c).	

<b>Item 11 (clause 4.1): Fixed Rent</b>	
Not Applicable.	

<b>Item 12 (clause 4.2): Adjustment of Rent</b>	
Applicable.	

<b>Item 13 (clause 1.1): Insured Amount</b>	
\$20,000,000.00.	

<b>Item 14 (clause 1.1): Interest Rate</b>	
The rate prescribed in regulation 31 of the <i>Crown Lands Regulations 2011</i> (Tas).	

<b>Item 15 (clause 1.1): Section of Act</b>	
In respect of the Crown Land, section 29 of the Crown Lands Act.	
In respect of the Park Land, section 48 of the NPRM Act.	

<b>Item 16 (clause 1.1): Permitted Use</b>	
The Lessee may use the Premises for the purpose of an archery range.	

<b>Item 17 (clause 15): Special terms and conditions</b>	
The following Special terms and conditions apply to this Lease:	
<ol style="list-style-type: none"> <li>1. <b>Risk management plan</b> <ol style="list-style-type: none"> <li>(a) The Lessee must develop and maintain throughout the Term a risk management plan in respect of the use of the Premises for the Permitted Use.</li> <li>(b) The risk management plan must comply with all requirements of Archery Australia, any successor of Archery Australia or any replacement body.</li> </ol> </li> <li>2. <b>Special use requirements</b> <p>Without limiting any of the Lessee's covenants in clause 5.1 of this Lease, the Lessee acknowledges and agrees that the use of the Premises must comply with:</p> </li> </ol>	

- (a) the Tasmanian Reserves Code of Practice 2003;
- (b) the Trevallyn Nature Recreation Area Management Plan 2008;
- (c) any other management plans approved under the Act at any time that in any way affect the Premises; and
- (d) all Laws and good industry practice including any standards set by Archery Australia, any successor of Archery Australia or any replacement body.

### **3. Surrender of Existing Lease**

- (a) The parties acknowledge that the Lessee is currently in occupation of the Premises pursuant to the terms and conditions of the Existing Lease.
- (b) The Lessor and the Lessee will be taken to have surrendered the Existing Lease with effect at 11.59 pm on the day before the Commencement Date of this Lease (the **Surrender Time**).
- (c) The parties must perform all of their obligations under the Existing Lease up until the Surrender Time.
- (d) With effect from the Surrender Time, but subject to subparagraph (c) each party releases the other and their respective employees and agents from all claims and actions arising under the Existing Lease which relate to any period after the Surrender Time.

**Existing Lease** for the purposes of this Item 17, means the Lease between the Honourable Brian Neal Wightman as Minister for the time being of the NPRM Act as lessor and the Lessee dated 30 June 2009.



# Operative provisions

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The parties agree as follows:

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## 1 Definitions and interpretation

### 1.1 Definitions

In this Lease, unless the context otherwise requires:

**Act** means, as the context requires, each any combination of the following:

- (a) Crown Lands Act; and
- (b) NPRM Act.

**Approval or Approvals** includes:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from by or with a Government Body;
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Body intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiration of that period without intervention or action;
- (c) all necessary development approvals, licences, permits and approvals as may be required from time to time by a Government Body for or in respect of the Permitted Use; and
- (d) to avoid doubt, any planning and environment approvals.

**Business Day** means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

**Commencement Date** means the date set out in Item 6.

**Contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance of any kind that:

- (a) makes, or may make, the Premises, land or waters adjacent to the Premises (if any) unsafe, unfit or harmful for habitation, use or occupation by any person or animal; or
- (b) causes the Premises, land or waters adjacent to the Premises (if any) to not satisfy all applicable Laws or the criteria, standards or guidelines published, or adopted by any Government Body that has jurisdiction over the Premises.

**Crown** means the Crown in Right of Tasmania.

**Crown Land** means that area of Crown land set out in Item 3.

**Crown Lands Act** means the *Crown Lands Act 1976* (Tas);

**Crown Lands Minister** means the Minister from time to time administering the Crown Lands Act, the Minister's successors in office and where the context requires includes all persons acting on behalf of the Minister.

**Details** means the details and recitals set out above.

**Expiry Date** means the date set out in Item 7.

**Government Body** includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

**Guarantor** means the guarantor (if any) set out in Item 1.

**GST** means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

**GST Laws** means applicable Laws relating to GST.

**Improvements** means the improvements set out in Item 5.

**Information Table** means the table titled 'Information Table' (if any) included in this Lease.

**Insolvent** means:

- (a) in respect of a natural person, that person:
  - (i) committing an act of bankruptcy;
  - (ii) being made bankrupt; or
  - (iii) being subject to an arrangement under Part IV of the *Bankruptcy Act 1966* (Cwlth); and
- (b) in respect of a corporation, that corporation:
  - (i) being wound up (other than for the purpose of restructure);
  - (ii) coming under external administration under the *Corporations Act 2001* (Cwlth);
  - (iii) being subject to an order for winding up or reconstruction; or
  - (iv) having a receiver, a receiver and manager, an agent in possession, a trustee or a guardian appointed to the property of the corporation.

**Insured Amount** means the amount set out in Item 13.

**Interest Rate** means the rate set out in Item 14.

**Item** means an item in the Information Table.

**Law** means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

**Lease or this Lease** means this deed and includes all its annexures, appendices, attachments and schedules (if any).

**Lessee** means the person or entity set out in the Details and where the context permits includes the Lessee's employees, authorised contractors, sub-contractors, agents, licensees and invitees and any other person claiming through or under the Lessee.

**Lessor** means, as the context requires, each and any combination of the following:

- (e) the Crown Lands Minister; and
- (f) the Parks Minister.

**month** means calendar month.

**NPRM Act** means the *National Parks and Reserves Management Act 2002* (Tas).

**Park Land** means that area of Park land set out in Item 4.

**Parks Minister** means the Minister from time to time administering the NPRM Act, the Minister's successors in office and where the context requires includes all persons acting on behalf of the Minister.

**Permitted Use** means the right to use the Premises for the purpose set out in Item 16 and for all reasonably necessary ancillary purposes.

**Plan** means the plan of the Premises which is attached to this Lease as 'Attachment: Plan' which is attached for illustration purposes only.

**Premises** means the land described in Item 2 and includes:

- (a) the Crown land; and
- (b) the Park Land,  
jointly and where the context requires severally.

**Rent** means the amount set out in Item 10, as adjusted or reviewed from time to time in accordance with this Lease.

**Right** includes a right, a power, a remedy, a discretion or an authority.

**Section of Act** means the section of the Act set out in Item 15.

**Special terms and conditions** means those special terms and conditions, if any, set out in Item 17.

**Term** means:

- (a) the period set out in Item 8; and
- (b) where applicable, any further period granted in accordance with clause 3,

commencing on the Commencement Date and ending on the Expiry Date (inclusive of those dates).

**Valuer** means:

- (a) a person who is qualified to practice as a land valuer under section 4 of the *Land Valuers Act 2001*(Tas); or

- (b) the person appointed as the Valuer-General under the *Valuation of Land Act 2001* (Tas) or his or her nominees.

## 1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Lease have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Lease;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
  - (i) any thing on which there is writing;
  - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
  - (iii) an amendment or supplement to, or replacement or novation of, that document; or
  - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;

- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

### **1.3 Headings**

Headings are included for convenience only and do not affect the interpretation of this Lease.

### **1.4 No rule of construction applies to disadvantage party**

In relation to the interpretation of this Lease, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.

### **1.5 Information Table**

If there is an Information Table:

- (a) an Item that has not been completed will be taken to be 'not applicable'; and
- (b) unless the context otherwise requires, expressions defined in that table have the same meanings when used in other parts of this Lease.

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## **2 Grant of lease**

The Lessor grants to the Lessee, and the Lessee accepts from the Lessor, a lease of the Premises under the Section of the Act, to use the Premises for the Permitted Use from the Commencement Date for the Term in accordance this Lease and subject to the Act.

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## **3 Option**

### **3.1 Application**

This clause 3 applies if Item 9 states that this clause is applicable. For the avoidance of doubt, this clause 3 is not applicable if Item 9 states that this clause 3 is not applicable.

### **3.2 New lease**

- (a) The Lessor must grant the Lessee a new lease of the Premises for such further term as set out in the New Lease in Item 9 commencing on the expiration of this Lease if the Lessee:
  - (i) makes a written request no earlier than six months and at least three months prior to the expiration of this Lease; and

- (ii) is not in breach of any of the terms of this Lease at the time of the request under clause 3.2(a) and at the expiration of the initial Term of this Lease; and
  - (iii) has not persistently been in breach of this Lease during the Term.
- (b) The new lease will be on the same terms and conditions contained in this Lease (with any necessary changes) with the commencing Rent for the new lease to be the Rent for the final year of the expired Term as adjusted in accordance with clause 4.2.

### 3.3 Number of options

The number of new leases that may be created under clause 3.2 is limited to the number specified in the New Lease in Item 9 and clause 3.2 must be excluded from the final lease entered into as a result of the application of that clause.

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## 4 Rent

### 4.1 Fixed Rent

- (a) This clause 4.1 applies if Item 11 states that this clause is applicable. For the avoidance of doubt, this clause 4.1 is not applicable if Item 11 states that this clause 4.1 is not applicable.
- (b) In consideration of this Lease, the Lessee must pay the Rent to the Lessor in advance on the Commencement Date without set-off or deduction.
- (c) The Rent is the only Rent payable during the Term of this Lease.

### 4.2 Adjustment of Rent

- (a) This clause 4.2 applies if Item 12 states that this clause is applicable. For the avoidance of doubt, this clause 4.2 is not applicable if Item 12 states that this clause 4.2 is not applicable.
- (b) In consideration of this Lease, the Lessee must pay the Rent to the Lessor annually in advance with the first payment to be made on the Commencement Date and each subsequent payment to be made on each anniversary of the Commencement Date.
- (c) The Lessor will adjust the Rent every three years during the Term commencing on the third anniversary of the Commencement Date (**rent adjustment date**) and every three years thereafter. The adjusted Rent will be the amount recommended by a Valuer for the three years from the effective rent adjustment date until the next rent adjustment date taking into account any matters the Valuer considered reasonable.
- (d) The Lessor may adjust the Rent at any time prior to or following a rent adjustment date and the new Rent resulting from an adjustment is taken to apply from the relevant effective rent adjustment date.
- (e) Notwithstanding anything else in this clause 4.2, the new Rent arising from any rent adjustment cannot be fixed at an amount that is less than that for the previous period.

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## 5 Lessee's covenants

### 5.1 Covenants

The Lessee covenants with the Lessor as follows:

- (a) to pay the Rent as required under this Lease;
- (b) to pay all land tax (on a single holding basis), rates, water, sewerage, and other charges levied against the Premises and payable by an owner. For the avoidance of doubt, the Lessee acknowledges that if any such charges are demanded directly of the Lessee then the Lessee must pay that amount punctually to the Government Body or if demanded of the Lessor then the Lessee must pay to the Lessor on demand a fair proportion (as assessed by the Lessor) of those charges;
- (c) to pay the costs of delivery of all services used by the Lessee at the Premises including electricity, telephone, telecommunication service and ad valorem charges for water and sewerage;
- (d) to comply with the terms of this Lease, including the Special terms and conditions;
- (e) to comply with the Lessor's directions about use of the Premises;
- (f) to comply punctually with all notices received from the Lessor or any Government Body concerning:
  - (i) the Premises;
  - (ii) the Permitted Use;
  - (iii) any Contamination of the Premises, land, or waters adjacent to the Premises (if any); and
  - (iv) any remediation of the Premises, land or waters adjacent to the Premises (if any);
- (g) to punctually comply with:
  - (i) all notices received from the Lessor or the Lessor's duly authorised agents relating to the Lessee's obligations under this Lease;
  - (ii) all notices received from any Government Body with respect to the Premises or Permitted Use or both;
  - (iii) all Laws, Approvals and other requirements of a Government Body that affect the Premises or Permitted Use or both in any way; and
  - (iv) any management plans that are approved under the Act at any time that in any way affect the Premises;
- (h) to obtain, keep current and comply with, for the Term all necessary Approvals as may be required from time to time by all Laws or any Government Body or both, for or in respect of the Permitted Use and occupation of the Premises (including for the avoidance of doubt all necessary Approvals and permits as may be required under the *Land Use Planning and Approvals Act 1993* (Tas) in respect of any works undertaken by the Lessee in accordance with this Lease);
- (i) to give immediate written notice to the Lessor of:

- (i) receipt of any notice referred to in clauses 5.1(f) and 5.1(g) (unless such notice was provided through the Lessor); and
- (ii) any damage or defect in the Premises caused or arising as a result of exercising any of the rights conferred under this Lease;
- (j) to use the Premises solely for the Permitted Use;
- (k) not do anything in relation to or on the Premises that in the Lessor's opinion, will or may result, in Contamination of the Premises, land or waters adjacent to the Premises (if any);
- (l) to remove any Contamination from the Premises, land or waters adjacent to the Premises and make good any Contamination of the Premises, land or waters adjacent to the Premises (if any);
- (m) to cease exercising the rights conferred under this Lease immediately, as the Lessor directs, in an emergency;
- (n) except as may be incidental to the Permitted Use, or provided for in the Special terms and conditions, not, on the Premises:
  - (i) sell or hire out, offer or expose for sale or hiring out, or have in the Lessee's possession for selling or hiring out, any article, material or other thing; or
  - (ii) provide, offer to provide or hold the Lessee out as willing to provide, any service or facility for any monetary or other consideration;
- (o) except as may be:
  - (i) incidental to the Permitted Use; or
  - (ii) provided for in the Special terms and conditions,
 not to remove any living or dead native vegetation, or disturb ground soil, on the Premises without the Lessor's prior written approval;
- (p) not to light a fire on the Premises without the Lessor's prior written approval;
- (q) to keep and leave the Premises, the Improvements and all other buildings, structures, facilities, plant, equipment and services or other improvements on the Premises:
  - (i) in good repair and condition;
  - (ii) free from vermin, noxious weeds and fire hazards;
  - (iii) in a safe state and condition for everyone who enters the Premises or uses the facilities on the Premises or both; and
  - (iv) maintained, installed and repaired, including with respect to all structural matters, in accordance with all Laws, Approvals and other requirements of any Government Body, good industry practice and any directions given by the Lessor;

it being acknowledged by the parties that the Lessee is responsible for maintenance and repair of the Improvements and all buildings, structures, facilities, plant, equipment and services or other improvements on the Premises



including in respect to all structural matters and all costs associated therewith during the Term;

- (r) not to:
  - (i) erect any building or structure; or
  - (ii) alter the Improvements or any building or structure;  
on the Premises without obtaining all responsible Government Body's consent and also the Lessor's prior written consent. When seeking the Lessor's consent the Lessee must provide detailed plans of the proposed works, including a development plan and construction management plan, wholly to the satisfaction of the Lessor. The parties acknowledge that the Lessee may during the Term remove any or all of the Lessee's buildings, structures, facilities, fixtures, fittings, plant and equipment or other improvements on the Premises with the Lessor's prior written consent provided that the Lessee makes good all damage caused as a result of such removal;
- (s) not to assign, sub-lease, share, transfer, grant any mortgage, charge or other security interests in or otherwise deal with all or any part of the Lessee's rights benefits or obligations under this Lease without the Lessor's prior written consent (it being acknowledged that should the Lessee wish to assign or transfer this Lease the Lessee must comply with section 29(7) of the Crown Lands Act and section 49 of the NPRM Act);
- (t) not do, or permit to be done, in relation to the Premises or while exercising the rights conferred under this Lease, anything that, in the Lessor's opinion, is or may become, a nuisance or annoyance to an occupier of an adjoining property, it being acknowledged that the reasonable use of the Premises for the Permitted Use in accordance with the terms of this Lease will not be a breach of this clause;
- (u) not to permit any activity on the Premises that is not authorised under this Lease without obtaining the Lessor's prior written consent;
- (v) to permit the Lessor, with or without workmen, to enter upon the Premises at all reasonable times to review the Lessee's compliance with the terms of this Lease;
- (w) not to fit any plate or sign on the Premises except of a size and pattern and in a position approved by the Lessor in writing, it being acknowledged that the Lessee must:
  - (i) erect any signs that the Lessor requires the Lessee to erect on the Premises relating to site identification, warnings and security;
  - (ii) remove any plates or signs on the request of the Lessor and at the expiration or sooner determination of this Lease;
  - (iii) make good any damage caused by the removal of plates or signs; and
  - (iv) meet all costs associated with the fitting, removal and making good of damage associated with plates and signs on the Premises;
- (x) not to keep any explosive or combustible substances on the Premises unless required for the Permitted Use and then only in quantities permitted by the relevant statutory authorities and in accordance with all relevant Laws and Approvals; and
- (y) the Lessee must:

- (b) be removed from the Premises at the Lessee's cost and disposed of by the Lessor without reference or liability to the Lessee with all damage to the Premises caused by such removal to be made good at the Lessee's expense.

#### **5.4 Notice to repair**

Upon receipt of notice from the Lessor or any Government Body having jurisdiction, the Lessee must repair, remedy or otherwise make good all damage to the Premises caused during the Term and any other defects and lack of repair that are the Lessee's responsibility under this Lease. If the Lessee fails to comply with such a notice given under this sub-clause, then the Lessor, or the Lessor's agents, may, but are not bound to, undertake the required repairs.

#### **5.5 Lessor may recover costs**

The Lessee must pay to the Lessor, on demand:

- (a) all money the Lessor expends to undertake work that is the Lessee's responsibility under this Lease; and
- (b) all reasonable costs the Lessor incurs in doing so.

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### **6 Lessor's covenants**

#### **6.1 Quiet enjoyment**

The Lessor covenants with the Lessee that, if the Lessee pays the Rent and observes and performs all the Lessee's obligations contained in this Lease, then the Lessor will permit the Lessee to quietly and exclusively use and enjoy the Premises during the Term without any disturbance by the Lessor, or any person claiming through the Lessor.

#### **6.2 Lessor not responsible**

The Lessor is not responsible:

- (a) to identify or locate the boundaries of the Premises;
- (b) to construct, maintain or repair any gate, road, track, drain or bridge on the Premises, or used to gain access to the Premises; or
- (c) for any erosion mitigation or other works associated with the Premises or with the protection or maintenance of the Improvements, the Lessee's personal property, buildings, structures, facilities, plant, equipment and services or other improvements.

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### **7 Lessee's indemnities and waiver**

#### **7.1 Lessee indemnifies Lessor for risk**

The Lessee indemnifies the Lessor against all present and future legal liability, claims or proceedings for:

- (a) personal injury to, or death of, any person;
- (b) either or both loss of, or damage to, property of any person; and
- (c) financial loss of any person,

arising from, or attributable to, the Lessee's presence on, or use of, the Premises.

#### **7.2 Lessee indemnifies Lessor against loss and damage**

The Lessee indemnifies the Lessor against all loss and damage to the Premises and all property on it arising from or attributable to the Lessee's occupation or use of the Premises.

#### **7.3 Lessee's risk**

The Lessee agrees to use and occupy the Premises throughout the Term at the Lessee's risk as regards to loss or damage to the Lessee and the Lessee's property.

#### **7.4 Lessee indemnifies Lessor against Contamination**

The Lessee releases and discharges the Lessor from and agrees to indemnify the Lessor against all actions, suits, causes of action, claims and demands that the Lessee has at any time against the Lessor arising from or attributable to any Contamination including any existing or future Contamination or the rehabilitation of the Premises and, if any, the surrounding area of land and or water or for or in respect of anything incidental to any of those issues.

#### **7.5 Waiver of rights of recovery from the Lessor**

The Lessee waives all present and future rights to claim against the Lessor for:

- (a) personal injury to, or death of, the Lessee;
- (b) either or both loss of, or damage to, the Lessee's property; and
- (c) financial loss to the Lessee,

arising from, or attributable to, the Lessee's presence on, or use of the Premises.

#### **7.6 Nature of indemnities and waiver**

The indemnities and waiver in this clause 7:

- (a) are continuing obligations of the Lessee, separate and independent from any other obligations; and
- (b) survive the expiration or sooner termination of this Lease; but
- (c) do not extend to liability caused by the Lessor's wrongful (including negligent) act or omission

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## **8 Insurance**

### **8.1 Lessee to insure**

The Lessee must take out and keep current throughout the Term, and for as long as the Lessee uses the Premises, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Lessor's and the Lessee's liability for:
  - (i) personal injury to, or death of, any person; and
  - (ii) either or both loss of, or damage to, property of any person,

- (i) not use or permit to be used or stored on the Premises any radioactive toxic or hazardous chemicals, wastes or substances unless required under this Lease and then only in concentrations and quantities:
  - (A) permitted by the relevant Government Body;
  - (B) required by all Laws and Approvals; and
  - (C) in accordance with any conditions imposed by the relevant Government Body;
- (ii) not permit any petroleum product, oil, grease or any noxious dangerous or poisonous chemical or substance to be discharged through the pipes of the water or sewerage service on the Premises or into any nearby stream or river or into or under the soil and to discharge them only as:
  - (A) permitted by the relevant Government Body;
  - (B) required by all Laws and Approvals; and
  - (C) in accordance with any conditions imposed by the relevant Government Body;
- (iii) control and restrict the emission of smoke, dust or odours from the Premises in accordance with the applicable Laws and the requirements of the relevant Government Body; and
- (iv) comply with all demands notices and requirements of the Lessor and any relevant Government Body in respect of contamination of the Premises caused by the Lessee or by occupiers of the Premises (which may include the requirement for the carrying out all necessary rehabilitation works to the Premises in accordance with the requirements of and to the satisfaction of the Lessor and any relevant Government Body at the Lessee's cost).

## **5.2 Determination of Lease**

On the expiration or sooner determination of this Lease the Lessee must cease to exercise the rights conferred under this Lease and leave the Premises in a condition consistent with the Lessee's obligations under this Lease, it being acknowledged by the parties that immediately before the expiration or sooner determination of this Lease the Lessee must:

- (a) remove all the Lessee's personal property from the Premises;
- (b) remove all the Improvements and all of the Lessee's buildings, structures, facilities, plant and equipment or other improvements from the Premises unless otherwise notified in writing by the Lessor; and
- (c) make good all damage caused by removal in accordance with clauses 5.2(a) and 5.2(b) to the Lessor's satisfaction.

## **5.3 Things remaining on the Premises**

The Lessee acknowledges that any of the Improvements or any of the Lessee's personal property, buildings, structures, facilities, plant and equipment or other improvements remaining on the Premises after the expiration or sooner determination of this Lease without the Lessor's consent may at the Lessor's discretion either:

- (a) become the property of the Lessor without compensation to the Lessee (unless compensation is required to be paid under the Act); or

for not less than the Insured Amount for each individual claim or series of claims arising out of a single occurrence, or for such other amount as the Lessor reasonably determines;

- (b) a comprehensive insurance policy:
  - (i) for the full insurable and replacement value of the Improvements and any building, structure, fixture, fittings, plant and equipment and personal property on the Premises;
  - (ii) against loss or damage by fire storm tempest earthquake lightning explosion burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks; and
- (c) any other risks that the Lessor reasonably requires the Lessee to insure against, for the amount stipulated by the Lessor, to the extent that the claim for indemnity is not caused by the Lessor's wrongful (including negligent) act or omission.

The liability to be insured against under clause 8.1(a) is liability arising from, or attributable to, the Lessee's use or occupation of the Premises to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Lessee or the Lessee's employees, authorised contractors, sub-contractors, agents, Lessees and invitees and any other person claiming through or under the Lessee.

## **8.2 Crown to be insured**

Insurance taken out under:

- (a) clause 8.1(a) and
- (b) clause 8.1(c), if the Lessor requires this clause to apply to it,

must cover "the Crown in Right of Tasmania" as principal under the insurance contract but only to the extent required under this Lease.

## **8.3 Lessee to notify Lessor**

The Lessee must notify the Lessor in writing as soon as practicable:

- (a) if an insurance contract taken out under clause 8.1 lapses or is cancelled or is materially altered; or
- (b) if the Lessee claims, or becomes entitled to claim, under such an insurance contract for something arising from, or attributable to, the Lessee's possession of the Premises.

## **8.4 Evidence of insurance**

The Lessee must give the Lessor evidence of:

- (a) the terms of; and
- (b) payment of the premium for,

each insurance contract taken out under clause 8.1:

- (c) before the Lessee exercises rights under this Lease; and
- (d) before each due date for renewal of each such insurance contract.

## **8.5 Lessor may insure**

If the Lessee fails to take out or renew each insurance contract required to be taken out under clause 8.1, then without being obliged to do so, the Lessor may:

- (a) take out or renew each such insurance contract that the Lessee has not taken out or renewed; and
- (b) pay any unpaid premium.

## **8.6 Lessee not to prejudice insurance**

The Lessee must not do anything that may result in insurance under clause 8.1 or any part of it becoming invalid or unenforceable.

## **8.7 Lessor may waive obligation to insure**

The Lessor may at the Lessor's discretion waive the Lessee's obligation to insure under this clause 8.1 if provided for in the Special terms and conditions in Item 17.

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# **9 Termination of Lease**

## **9.1 Essential term**

- (a) The essential terms of this Lease are clauses 4.1(b), 4.2(b), 5.1(a), 5.1(b), 5.1(k), 5.1(l), 5.1(q), 5.1(r), 8.1 to the extent that they are applicable.
- (b) If the Lessee is in breach of an essential term and the Lessor re-enters and takes possession of the Premises or ends this Lease, the Lessor may recover all money payable by the Lessee under this Lease for the period from the date of its termination to the end of the Term.
- (c) This clause 9.1 does not prevent any other obligation of the Lessee under this Lease being an essential term.

## **9.2 Lessor's right to terminate**

Where:

- (a) any money (including Rent) payable by the Lessee under this Lease remains unpaid for a period exceeding one month after it has become due and the money (and interest if relevant) remains unpaid at the end of the period specified in a notice served on the Lessee by the Lessor:
  - (i) requesting the Lessee to pay the outstanding amount within the period specified in the notice; and
  - (ii) advising the Lessee that the Lease may be cancelled if the outstanding amount and interest thereon at the Interest Rate is not paid within the period so specified; or
- (b) the Lessor considers that the Lessee has committed a breach of any term of the Lease and upon notice served on the Lessee by the Lessor specifying the breach and requiring the Lessee to satisfy the Lessor within the period specified in the notice that the Lessee has not committed the breach the Lessee fails to so satisfy the Lessor (or if required by the said notice that the Lessee has rectified or commenced action to rectify the breach); or
- (c) the Lessee fails to comply with an essential term of this Lease;

- (d) the Lessee repudiates this Lease; or
- (e) the Lessee fails to comply with the provisions of any Approvals, Laws or any Government Body; or
- (f) the Lessee becomes Insolvent; or
- (g) the Lessee ceases or threatens to cease to use the Premises for the Permitted Use; or
- (h) the Lessee is convicted of an offence in relation to the Permitted Use or if the business or activity conducted on the Premises is closed down by a Government Body; or
- (i) distress or execution is levied, or issued, against the Lessee's property and not paid out within 10 Business Days,

then the Lessor may either:

- (j) give five Business Days written notice to the Lessee that this Lease is cancelled, and this Lease automatically terminates when such notice expires; or
- (k) proceed by appropriate court action to enforce performance by the Lessee of the applicable terms of this Lease or to recover damages for their breach.

### **9.3 Requirement of Premises for other purposes**

The parties acknowledge that this Lease may be cancelled wholly or partially in accordance with section 37 or 38 of the Crown Lands Act and section 52 of the NPRM Act and in the case of a partial termination the provisions of those sections of the Act will apply.

### **9.4 Antecedent breach**

A termination or cancellation of this Lease under clause 9 is without prejudice to the Lessor's rights or remedies for arrears of the Rent, for any other moneys owing or for any other antecedent breach of this Lease.

### **9.5 No compensation payable on termination**

Except as may be required for under the Act, no compensation is payable to the Lessee upon cancellation or termination of this Lease and the Lessee indemnifies and agrees to keep indemnified the Lessor against any such claim or demand.

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## **10 Holding over**

If the Lessee, with the Lessor's consent, continues to use the Premises after the Term expires, then the Lessee will use the Premises:

- (a) as a lessee on a three monthly lease;
- (b) at the Rent that is payable immediately prior to the expiration of this Lease and adjusted in accordance with clause 4.2(c) (for the avoidance of doubt clause 4.2(c) will apply regardless of whether or not clause 4.2(c) applies in the Information Table) on a three monthly basis or any other Rent which is agreed by the parties from time to time;
- (c) with the Rent to be paid in advance;

- (d) on the terms and conditions of this Lease so far as they are applicable to a three monthly lease.

Such lease may be determined by either party giving to the other not less than three months written notice expiring at any time.

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## **11 Interest**

If any moneys owing by the Lessee to the Lessor under this Lease are not paid on the due date for payment then the amount attracts and bears interest from the due date for payment until the date of actual payment at the Interest Rate.

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## **12 Lessee's risk**

If the Lessee is required to do anything or cause anything to be done under this Lease, then the doing of that act, matter or thing is at the Lessee's sole risk and expense unless otherwise expressly provided.

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## **13 No representation or warranty**

### **13.1 No representation about suitability**

The Lessor does not represent or warrant:

- (a) that the Premises is suitable to be used for the Permitted Use or for any business or other activity undertaken on the Premises;
- (b) that the fittings, accessories or services available on the Premises are suitable to be used for the Permitted Use or for any business or other activity undertaken on the Premises; or
- (c) that the Premises may lawfully be used for the Permitted Use or for any business or other activity undertaken on the Premises.

### **13.2 No representation about zoning**

Without affecting the generality of clause 13.1 the Lessor does not represent or warrant that the zoning of the Premises will permit it to be used for the Permitted Use whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's responsibility to enquire about zoning and the Lessee warrants that before executing this Lease the Lessee has done so to the Lessee's own satisfaction.

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## **14 Guarantee and Indemnity**

### **14.1 Application**

This clause 14 applies if the Guarantor in Item 1 states that this clause is applicable. For the avoidance of doubt, this clause 14 is not applicable if the Guarantor in Item 1 states that clause 14 is not applicable.



#### **14.2 Consideration for Guarantee**

In consideration of the Lessor agreeing to grant this Lease to the Lessee, at the Guarantor's request, the Guarantor enters into this guarantee and indemnity (called **Guarantee**) in favour of the Lessor on the terms contained in this clause 14.

#### **14.3 Guarantee and indemnity**

The Guarantor:

- (a) guarantees the payment of Rent and the Lessee's compliance with all of the Lessee's obligations arising under this Lease; and
- (b) indemnifies the Lessor against all damages, losses, costs and expenses (including legal costs and disbursements on a solicitor and own client basis) incurred by the Lessor because of the Lessee's default under this Lease.

The Guarantor's obligations continue throughout the Term, and while the Lessee, its successors or assignees of this Lease, hold over as periodical tenant after the Term expires.

#### **14.4 Period of Guarantee**

This Guarantee covers the whole period while the Lessee occupies, or is entitled to occupy, the Premises as the lessee, or while holding an equitable interest over the Premises under an agreement for lease or as a periodical tenant.

#### **14.5 Extent of Guarantee**

This Guarantee extends to claims by the Lessor:

- (a) for damages for breaches of lease covenants;
- (b) for breaches of an essential term of this Lease;
- (c) for repudiation of this Lease;
- (d) for the Lessor's loss or damage if the Lessee abandons or vacates the Premises;
- (e) if the Lessor elects to re-enter or to terminate this Lease;
- (f) for the Lessor's reasonable legal and other expenses of seeking to enforce the Lessee's obligations against the Lessee and the Guarantor, recovering possession and terminating this Lease;
- (g) for loss or damage consequent on disclaimer of this Lease on the Lessee's Insolvency, as if this Lease had not been disclaimed.

#### **14.6 Guarantee in favour of owner**

This Guarantee is in favour of the Lessor and the Lessor's successors and assigns being the owner of the Premises from time to time during the continuance of this Guarantee.

#### **14.7 Guarantee is joint and several**

When there is more than one Guarantor under this Lease:

- (a) the term **Guarantor** in this clause 14 refers to each of the Guarantors and to all of them;
- (b) their obligations as Guarantor are joint and several;
- (c) the Lessor may enforce this Guarantee against all or any of them;

- (d) any notice or demand may be served on all of them, by serving any one of them;
- (e) this Guarantee remains binding on the other Guarantors, even if:
  - (i) a Guarantor fails to execute this Lease;
  - (ii) this Guarantee is not binding on a Guarantor;
  - (iii) the Lessor releases a Guarantor from liability under this Guarantee.

#### **14.8 Guarantee not discharged**

This Guarantee is not discharged, and the Lessor's rights against each Guarantor are not affected, by any of the following:

- (a) if the Lessor grants any indulgence or extension of time to the Lessee or to another Guarantor or other Guarantors;
- (b) if the Lessor neglects or fails to enforce lease covenants against the Lessee;
- (c) if the Lessor waives any breaches or defaults under this Lease, except to the extent of the specific breach to which the waiver applies;
- (d) if the Lessor totally or partially releases the liability of the Lessee, or of another Guarantor or other Guarantors;
- (e) if the Lessor and the Lessee, or any other person, enters into any arrangement, composition or compromise relating to this Lease, except to the extent of the arrangement, composition or compromise;
- (f) if the Lessor and the Lessee vary any provision of this Lease without the Guarantor's consent, but only if the variation is minor and not prejudicial to the Guarantor;
- (g) the death, bankruptcy or winding up of the Lessee or a Guarantor;
- (h) if the Lessee's liability under this Lease, or this Lease is or becomes invalid, illegal, or unenforceable, including through any act, omission or legislation;
- (i) if the Lessor disclaims this Lease following the Lessee's insolvency.

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### **15 Special terms and conditions**

- (a) The Special terms and conditions form part of this Lease.
- (b) If there is any inconsistency between the Special terms and conditions and another provision of this Lease, the Special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A Special term and condition is taken not to be inconsistent with another provision of this Lease if the Special term and condition and the other provision of this Lease are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 19.17, any Right contained in a Special term and condition is in addition to any other Rights provided for in this Lease or at Law.

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## **16 GST**

- (a) Unless otherwise stated in this Lease, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Lease, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Lease must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 16(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Lease is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Lease is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 16 as if it were an actual payment made pursuant to this Lease.
- (g) Unless the context otherwise requires, expressions used in this clause 16 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

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## **17 Dispute resolution**

### **17.1 Application**

This clause 17 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

### **17.2 Negotiation**

If a party gives written notice to each other party of a dispute or difference concerning this Lease, the parties must undertake negotiations with a view to resolving the dispute or difference.

### **17.3 Status of negotiations**

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 17.2 will be without prejudice and treated as confidential including:
- (b) any settlement proposal made to, or considered by, a party;
  - (i) the willingness of a party to consider a settlement proposal;
  - (ii) any statement made by, or on behalf of, a party during the negotiations; and
  - (iii) any document prepared for the purposes of the negotiations.

- (c) Nothing in clause 17.3(a):
  - (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
  - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
  - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

#### **17.4 Further action**

If, after 10 Business Days following receipt by a party of a notice under clause 17.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

#### **17.5 Continuation of performance**

Despite the existence of any dispute or difference, unless this Lease has been terminated, each party must continue to perform its obligations in accordance with this Lease.

#### **17.6 Injunctive and other discretionary relief**

Nothing in this clause 17 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

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## **18 Notices**

### **18.1 Notice requirements**

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Lease must be:
  - (i) in legible writing in the English language;
  - (ii) subject to clauses 18.1(b) and 18.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
  - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
  - (iv) left or sent in accordance with clause 18.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

### **18.2 Method and address for delivery**

- (a) Subject to clause 18.2(b), a Notice must be:
  - (i) left at the intended recipient's address set out in the Details;

- (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
  - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
  - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

### **18.3 Time of receipt**

- (a) Subject to clause 18.3(b), a Notice is taken to have been received by the intended recipient:
- (i) if left at the intended recipient's address, at the time of delivery;
  - (ii) if sent by prepaid ordinary mail, on the fifth Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
  - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
  - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 18.3(a) and 18.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

### **18.4 Other modes or places of service**

Nothing in this Lease limits or excludes any other mode or place of service required by an applicable Law.

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## **19 Miscellaneous**

### **19.1 Governing law**

This Lease is governed by the Laws applying in Tasmania.

### **19.2 Dispute jurisdiction**

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Lease.

### **19.3 Entire agreements clause**

This Lease forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Lease are those that arise out of the provisions contained in this Lease. All prior agreements in relation to the subject matter of this Lease are merged in and superseded by this Lease unless expressly incorporated in this Lease as an annexure, an appendix, an attachment or by reference.

### **19.4 Liability**

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Lease, binds them jointly and each of them severally.

### **19.5 Benefit**

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

### **19.6 Compliance with obligations**

- (a) A party must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by that party of its obligations under this Lease:
  - (i) comply with the provisions of this Lease related to that performance; and
  - (ii) do not conduct themselves in a way that would result in the party being in breach of this Lease or that, if the conduct was undertaken by the party, would result in the party being in breach of this Lease.
- (b) If a party is prohibited from doing anything under this Lease, that party must not knowingly assist, authorise or allow any other person to do that thing.

### **19.7 Severance**

If a provision of this Lease is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Lease and the remaining provisions of this Lease:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Lease.

### **19.8 Counterparts**

- (a) This Lease may be entered into in any number of counterparts.
- (b) A party may execute this Lease by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Lease is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

### **19.9 Execution of Lease**

If this Lease is not executed prior to or on the Commencement Date and the Lessee uses the Premises from the Commencement Date, then the parties will, from the Commencement Date until this Lease is executed, be in all respects bound by the terms contained in this Lease as if this Lease had been duly and fully completed and executed by the Lessor and the Lessee prior to or on the Commencement Date.

### **19.10 Further assurance**

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Lease.

### **19.11 Business Days**

If the day on or by which an act, matter or thing is to be done under this Lease is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

### **19.12 No partnership or agency**

Unless stated to the contrary in this Lease:

- (a) nothing contained or implied in this Lease will:
  - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
  - (ii) create, or be taken to create, a partnership or joint venture; or
  - (iii) create, or be taken to create, an agency or trust; and
- (b) a party must not represent or hold itself out to be a partner, joint venturer, agent or representative of another party.

### **19.13 Legal costs**

The Lessee must pay to the Lessor, on demand, all the Lessor's costs, on a full indemnity basis of and incidental to:

- (a) the preparation, execution, and completion of:
  - (i) this Lease;
  - (ii) any extension of this Lease;
  - (iii) any arrangement for continuing the Permitted Use after the expiry of the Term or an extension of the Term;
- (b) any consent, approval, waiver or amendment made under or to this Lease;
- (c) any valuation costs incurred by the Lessor;
- (d) any survey work undertaken by the Lessor in respect of defining the Premises for the purposes of this Lease;
- (e) any assignment or sub-licensing made under this Lease;
- (f) any surrender or termination of this Lease otherwise than by effluxion of time; and

- (g) the actual or contemplated enforcement or exercise of any rights or powers of the Lessor following a default or breach of any covenant of this Lease.

#### **19.14 Amendment**

This Lease may only be amended or supplemented in writing signed by the parties.

#### **19.15 Waiver**

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

#### **19.16 Successors and assigns**

This Lease is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

#### **19.17 Rights cumulative**

Each Right provided for in this Lease:

- (a) operates independently of any other Right provided for in this Lease; and
- (b) is cumulative with, and does not exclude or limit, any other Right, whether at Law or pursuant to any other agreement, deed or document.

#### **19.18 Set-off**

The Lessor may set-off against any moneys payable by the Lessor to the Lessee under this Lease any debt or other moneys from time to time due and owing by the Lessee to the Lessor. This right of set-off does not limit or affect any other right of set-off available to the Lessor.

#### **19.19 Disclosure**

- (a) Despite any confidentiality or intellectual property right subsisting in this Lease, a party may publish all or any part of this Lease without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

#### **19.20 Consent and approvals**

- (a) This clause applies to any consent or approval which a party must obtain from another party in accordance with this Lease. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Lease is not effective unless given in writing.
- (d) Except as otherwise stated, a party whose consent or approval is required must not unreasonably withhold or delay that consent or approval.



- (e) A consent or approval may be given subject to reasonable conditions.
- (f) A party receiving a consent or approval must comply with any conditions subject to which the consent or approval is given. To the extent that the party receiving the consent or approval fails to comply with the condition, that failure is taken to be a breach of this Lease.

#### **19.21 Doctrine of merger**

The doctrine or principle of merger does not apply to this Lease or to anything done under or in connection with this Lease. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Lease.

#### **19.22 Minister or State of Tasmania expressed to be party**

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Lease, then unless an applicable Law provides otherwise:
  - (i) the Minister enters into this Lease on behalf of the Crown;
  - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
  - (iii) each reference in this Lease to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Lease, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

#### **19.23 No interference with executive duties or powers**

Nothing in this Lease is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Lease that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

#### **19.24 Surviving provisions and termination**

- (a) The termination of this Lease does not affect or limit the operation or effect of clauses or parts of this Lease:
  - (i) that are expressed to survive the termination of this Lease;
  - (ii) that, at Law, survive the termination of this Lease; or
  - (iii) that are necessary to survive the termination of this Lease:
    - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Lease;
    - (B) to enable a party to make, enforce or defend any claims related to this Lease; or
    - (C) to give full force and effect to the operation of clause 19.24(b) or clause 19.24(c).
- (b) The termination of this Lease does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Lease before the date on which this Lease is terminated.

- (c) Nothing in this clause 19.24 affects or limits the operation of another provision of this Lease which gives a party Rights, or imposes obligations on a party, on or after the termination of this Lease.

**Executed as a deed**

# Signing

## Signing by Lessor

Signed as a deed for **The Crown in Right of Tasmania** (acting through the Minister administering the *Crown Lands Act 1976* (Tas)) by the person named below in the presence of the witness named below:


Signature:  
→



\*Print  
name:

TIMOTHY BAKER

Witness'  
signature:  
→



\*Position  
and  
Position  
Number:

DIRECTOR-GENERAL OF  
LANDS  
20006

\*Witness  
print  
name and  
position:

MADELEINE JURK  
EXECUTIVE OFFICER

Please  
complete:

Acting pursuant to an Instrument of

Delegation

dated

4 December 2010

\*Use BLOCK LETTERS

\*Witness  
print address:

13A MACQUARIE STREET  
HOBART

**Signing by Lessor**

Signed as a deed for **The Crown in Right of Tasmania** (acting through the Minister administering the *National Parks and Reserves Management Act 2002* (Tas)) by the person named below in the presence of the witness named below:

Signature:  
→ 

\*Print name: **TIMOTHY BAKER**

\*Position and Position Number: **DIRECTOR NATIONAL PARKS AND WILDLIFE  
20006**

Please complete: Acting pursuant to an Instrument of **Delegation**  
dated **4 December 2010**

\*Use BLOCK LETTERS

Witness' signature: → 

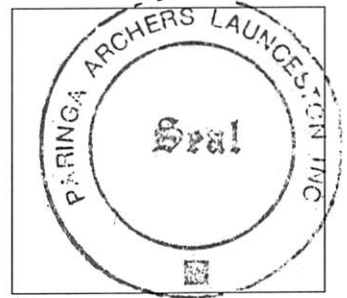
\*Witness print name and position: **MADELEINE BURK  
EXECUTIVE OFFICER**

\*Witness print address: **13A MACQUARIE STREET,  
HOBART**

**Signing by Lessee**

The common seal of **Paringa Archers Launceston Inc** was hereunto affixed by authority of its committee in the presence of:

Common seal:  
→



Signature:  
→

A rectangular box containing a handwritten signature in cursive script, which appears to be "Jeff Garner".

\*Print name and office held:

JEFF GARNER  
PRESIDENT

Signature:  
→

A rectangular box containing a handwritten signature in cursive script, which appears to be "Alexander Johnston".

\*Print name and office held:

Alexander Johnston  
Secretary

\*Use BLOCK LETTERS

Note: If the Association has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Association or any other person the committee has appointed for that purpose.

# Attachment: Plan



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# MAP OF SUBJECT AREA

**LOCALITY:** Trevallyn Nature Recreation Area



**PLAN IS FOR ILLUSTRATION PURPOSES ONLY**

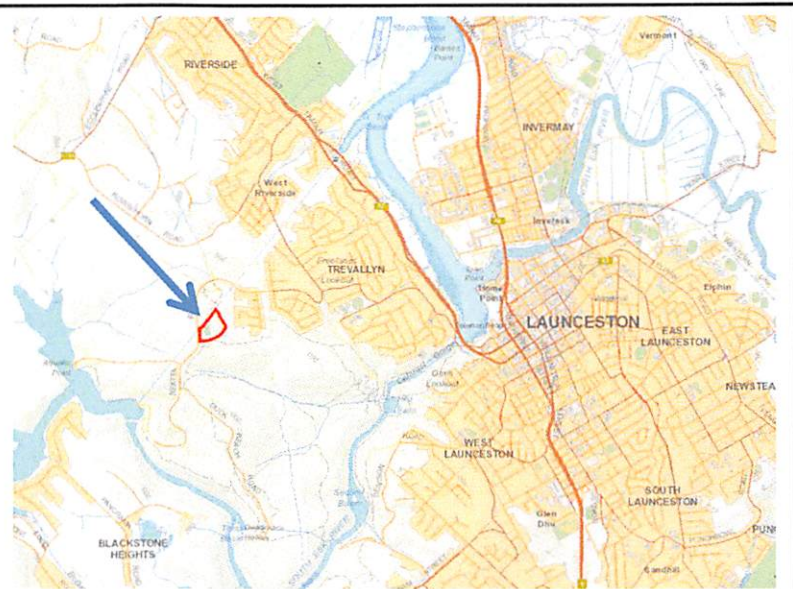
-  Reserved Land leased area
-  Crown Land leased area
-  Locality Point

**File Number:** 02 16 77

**PID:** 1281676

**Area:** 5.49ha +/-

## Locality Plan



# PARINGA ARCHERY CLUB LEASE PLAN

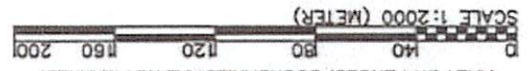
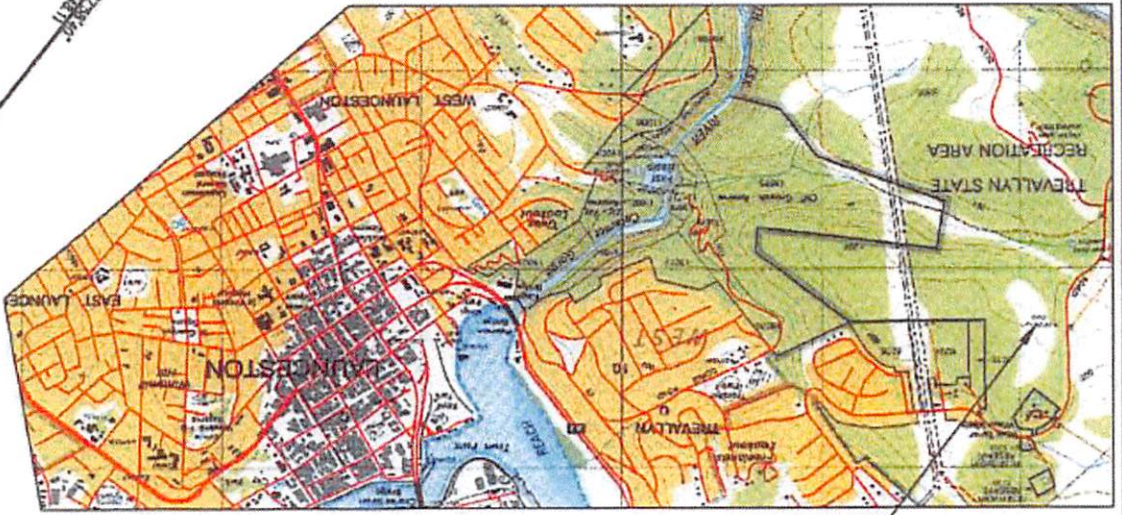
THIS SITE PLAN HAS BEEN PREPARED FOR THE PURPOSE OF OBTAINING A LEASE OVER THE AREA SHOWN, AND IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE.

LIABILITY OF G J WALKER & CO. IS LIMITED TO THE RESUPPLY OF SERVICES OR THE REASONABLE COST OF SIMILAR.

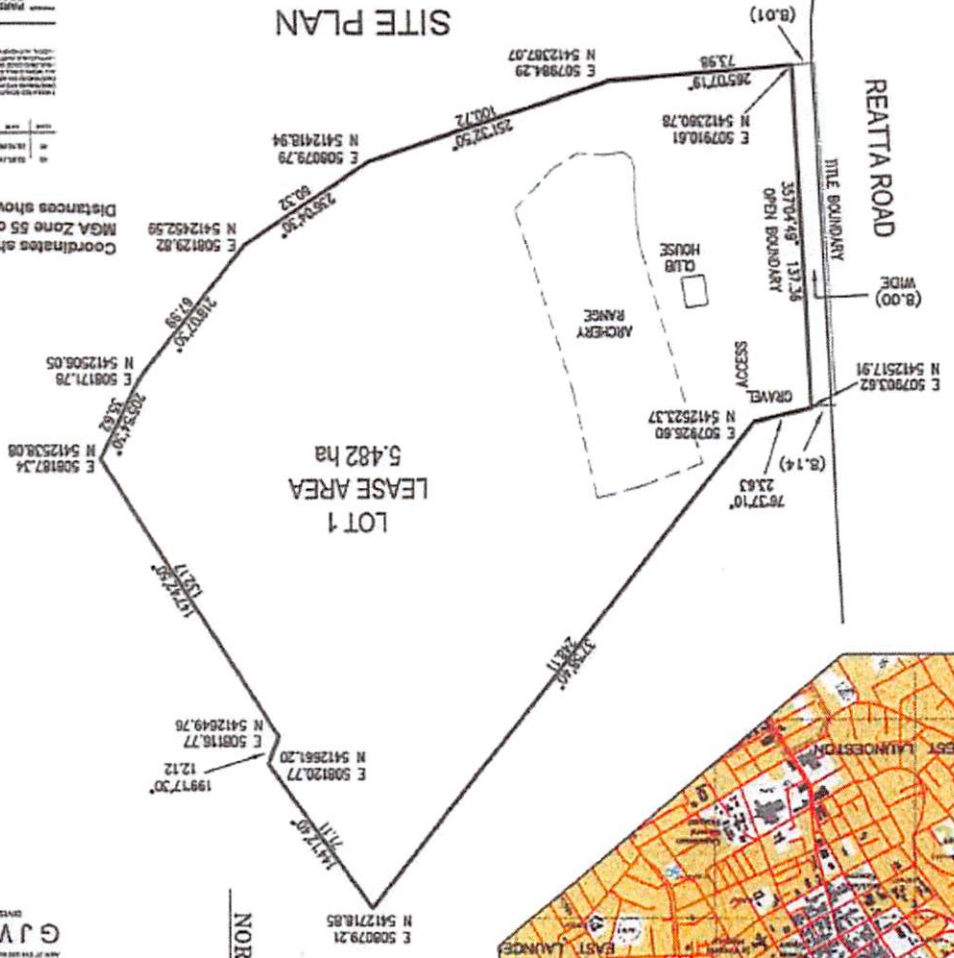
THIS NOTE IS A INTEGRAL PART OF THIS PLAN AND MUST BE INCLUDED IN FULL ON ANY REPRODUCTION.

CAUTION

CENTRAL PLAN REGISTER  
 Plan 9733  
 Surveyor General  
 Registered: 21-4-2011



UNLESS OTHERWISE STATED LEASE BOUNDARIES ARE P&W FENCES. BOUNDARIES ARE NOT MARKED.



G J WALKER & CO  
 DIVISION OF SURVEYING CONSULTING  
 SURVEYORS  
 PLANNERS  
 ENGINEERS

Coordinates shown are MGA  
 MGA Zone 55 connection to SPM10024  
 Distances shown are plane

UNLESS OTHERWISE STATED LEASE BOUNDARIES ARE P&W FENCES. BOUNDARIES ARE NOT MARKED.

PARINGA ARCHERY CLUB  
 GREENFIELD LEASE  
 APPLICATION  
 SITE PLAN  
 PARINGA ARCHERY CLUB  
 HEALTH RD, TREVALLAN  
 DISTRICT  
 PROJECT NO. 13000 GJA  
 08.404  
 V01