

Key Terms	
Council Approval and LGA Compliance	All negotiations, discussions and correspondence are non-binding on the Council and do not create a lease or agreement to lease. Pre-requisites for any binding legal relationship to be created include a Council resolution, Local Government Act compliance and conclusion of appropriate lease documentation drafted by the Town's lawyers to the Town's satisfaction and executed by all parties.
Lessor	Town of Victoria Park ABN 77 284 859 739
Lessee	North Metropolitan Health Service
Premises	The building situated at 6 Temple Street, Victoria Park, WA more particularly described as Lots 5 and 6 on Diagram 7868 as contained in Certificate of Title Volume 1089 Folio 604. The total net lettable area of the leased premises is approximately 320m ² .
Agreement Type	Lease
Term	5 years with a break clause in favour of the Lessee applying from the end of the 2 nd year of the Lease (for the balance of the term) subject to the Lessee providing the Lessor with three-months written notice of its intention to terminate the Lease.
Further Term	Nil
Rent	\$75,000 plus GST per annum for the first 12 months of the term.
Goods and Services Tax (GST)	Both parties will be required to pay GST as it applies to payments under the lease or any licences. All amounts referred to in this proposal do not include GST.
Rent Review	CPI increase on each anniversary date of commencement.
Commencement Date	Upon execution of the Lease by both parties - TBC.
Outgoings	<p>The Tenant is responsible for all outgoings which (in accordance with Policy 310 Leasing) shall be all operating/running costs, including but not limited to:</p> <ul style="list-style-type: none"> (i) Refuse collection (ii) Emergency services levy (iii) Water rates (iv) All utilities related to their use (e.g. electricity, gas, water, telecommunications.) <p>The Lessor acknowledges that as a public benevolent health care provider, the Lessee is exempt from paying Council rates (with the exception of ESL) for the duration of the Lease.</p>

Maintenance	<p>(a) The Lessor may in its absolute discretion undertake repair and maintenance in accordance with Asset Management Plans, budgetary constraints and as such other factors as may be considered by the Lessor to be reasonable and/or necessary.</p> <p>(b) The Lessee is responsible for preventative maintenance only of the Premises.</p> <p>(c) For the avoidance of doubt, the Lessee is not responsible for any structural or capital repairs or replacements of or within the Premises unless and to the extent that the negligent act of the Lessee causes the damage.</p> <p>(d) Up to 10% of the annual rent may be deducted by the Lessee from the annual rent subject to compliance with the following agreed protocol:</p> <ol style="list-style-type: none"> i. the Lessee to provide written proof of maintenance, replacement or repair of a capital or structure nature from an approved Lessee contractor; ii. the Lessor to consider and if applicable approve in writing the expenditure pursuant to (i) above; and iii. both parties to act reasonably and the Lessor's approval may not be unreasonably withheld.
Cleaning	The Lessee will arrange for its own cleaners to clean the Premises at its own cost.
Car Parking	The Lessee, its visitors, employees, and contractors may have the use of any car bays existing on the land (on which the premises is located) at no additional cost to the Lessee.
Guarantee	While the Lessee is the North Metropolitan Health Service, the Lessee will not be required to provide any form of guarantee.
Assignments & Subletting	<p>The Lessee will have the right to sublet or assign all or part of the premises subject to the Lessor's consent with such consent not to be unreasonably withheld, delayed, or conditioned.</p> <p>If the Lessee assigns the lease the Lessee is released from all its obligations under the Lease.</p>
Permitted Use	The premises will be used for the provision of community dental health services and ancillary uses in accordance with the Lessee's current use of the Premises.
Operating Hours	Proposed hours are in line with the Centre and lease requirements, which are currently between 8:00am and 16:30pm Monday to Friday or such other hours as agreed by the parties in accordance with applicable planning and legislative parameters.
Building Access	The parties acknowledge that the Lessee will have access to Premises outside the Operating Hours.
Insurance	The Lessor acknowledge that the Lessee self-insures for \$800 million General Liability Insurance and \$300 million workers' compensation

	<p>cover. A copy of the Lessee' certificates of currency only will be provided upon request by the Lessor. The Lessor continues to self insure the building through the LGIS. Lease to state that provided each party complies with these insurances, no further requirement applies to take out further insurances.</p>
Naming and Signage	<p>The Lessee shall be entitled to install signage on the external façade of the property. The signage will be installed at the sole cost of the Lessee (with prior written consent from the Lessor required).</p>
Documentation and Costs	<p>Each party will be responsible for its own legal costs and disbursements incurred in the preparation, negotiation, and finalisation of the Lease.</p>
Make Good	<p>The Lessee shall not be required to reinstate, redecorate, or make good the Premises upon termination of the Lease but will be required to leave the Premises in a clean and tidy condition only. The Lessee will have the right to remove its fixtures and fittings, equipment and loose furniture but is under no obligation to do so. In the event the Lessee does remove any of the above, it will make good any damage to the Premises caused by such removal (fair wear and tear excepted). For the avoidance of doubt, the Lessee will not be required return the premises to a base/shell condition at the end/expiry of its Lease.</p>
Rent abatement	<p>The Lease will contain a standard rent abatement clause so that, in the event that the Premises or part thereof is damaged to the extent that it cannot be used or access by the Lessee is prevented, the rent will abate in proportion with the area of the Premises that is affected or unable to be used. The rent abatement clause will not apply to the extent that the negligent act of the Lessee caused or contributed to the damage to the Premises.</p>
Lessor Redevelopment Clause	<p>The parties acknowledge and agree that the Lessor's redevelopment clause will apply to the Lease as follows:</p> <p>(a) Notwithstanding anything to the contrary contained or implied in the lease, if the Lessor wishes to redevelop, alter, remodel, renovate or demolish the whole or any part of the Premises or the Building (Redevelopment), then the Lessor may (at any time after the 3rd anniversary of the Commencement Date) give written notice to the Lessee (Redevelopment Notice):</p> <ol style="list-style-type: none"> i. advising of the Redevelopment; and ii. specifying the date of termination of the lease (Termination Date), which must not be less than 6 months after the date of the Redevelopment Notice. <p>(b) The Redevelopment Notice will be conclusive evidence of the fact that the Lessor wishes to carry out a Redevelopment.</p> <p>(c) On the Termination Date, the lease will terminate, and the Lessee must deliver up vacant possession of the Premises to the Lessor in accordance with the terms of the lease and the make good requirements set out in this HOA.</p> <p>(d) If the lease is terminated in accordance with this redevelopment clause, neither party will have any claim against the other except that:</p>

	<ul style="list-style-type: none"> i. the Lessee is not released from its obligations under the lease prior to the Termination Date; ii. neither party is released in respect of those covenants which survive the termination of the lease, until those covenants have been fulfilled; iii. the termination will not prejudice or affect any claim or demand which the Lessor has (but for the termination) against the Lessee for or in respect of any breach of the Lessee's covenants under the lease prior to the Termination Date; and iv. (iv) the termination will not constitute or be treated as a waiver by the Lessor of any past breach of the Lessee's covenants under the lease by the Lessee.
Conditions Precedent	<p>(a) This proposal is subject to and conditional upon the formal approval of the board of North Metropolitan Health Service. The lease will not be legally binding until the North Metropolitan Health Service executes the lease document.</p> <p>(b) This proposal is subject to and conditional upon the formal approval of the Town of Victoria Park Council. The lease will not be legally binding until executed on behalf of the Town.</p>
Special Conditions	<p>Lease to be drafted by the Towns lawyers further to this Request for Commercial Terms. Lease terms and conditions will be reviewed in full by NMHS' solicitors prior to any agreement being reached.</p>