

9.13. Strath Neighbourhood Centre - Draft lease consultation outcomes

C260/07/25

Moved Cr Craig Maidment seconded Cr Sue Miller

That Council:

- 1. Receive and note the contents of this report titled Strath Neighbourhood Centre - Draft lease consultation outcomes.**
- 2. Receive and note the Community Engagement results on the draft 10-year lease with Strath Neighbourhood Centre Inc. for ongoing occupancy of the Strath Neighbourhood Centre, as provided at Attachment 2 contained in this meeting agenda.**

CARRIED UNANIMOUSLY

C261/07/25

Moved Cr Peter Oliver seconded Cr Craig Maidment

That Council:

- 1. Grant consent to a 10-year lease with Strath Neighbourhood Centre Inc. for ongoing occupancy of the Premises located at 6 and Lot 5 Parker Avenue Strathalbyn, Certificate of Title Volume 5892 Folio 301 and Certificate of Title Volume 5892 Folio 302 commencing 1 August 2025, in accordance with the draft lease as provided at Attachment 1 contained in this meeting agenda.**
- 2. Grant consent for the Mayor and Chief Executive Officer to sign and seal the lease.**

CARRIED UNANIMOUSLY

9.13. Strath Neighbourhood Centre - Draft lease consultation outcomes

Decision Report

Responsible Officer: Tash Hunt (General Manager Corporate)

Report Author: Lisa Hoyle (Manager Property and Procurement Services)

Previous Decisions: C158/05/25, July 2020 - ACM20664, February 2018 - AM16125, May 2019 - AM16863, June 2019 - AM16928.

Report Purpose

To receive results from the community engagement and grant consent or otherwise, to a 10-year lease with the Strath Neighbourhood Centre Incorporated for ongoing occupancy of 6 and Lot 5 Parker Avenue, Strathalbyn, for the delivery of wellbeing support services to Strathalbyn and the wider community.

Recommendation

Recommendation Group A

That Council:

1. Receive and note the contents of this report titled **Strath Neighbourhood Centre - Draft lease consultation outcomes.**
2. Receive and note the **Community Engagement results on the draft 10-year lease with Strath Neighbourhood Centre Inc. for ongoing occupancy of the Strath Neighbourhood Centre, at Attachment 2.**

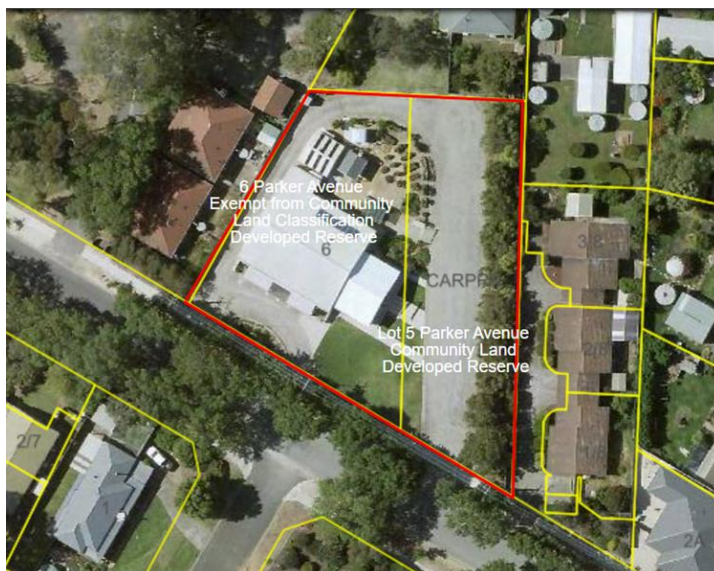
Recommendation Group B

That Council:

1. Grant consent to a 10-year lease with **Strath Neighbourhood Centre Inc. for ongoing occupancy of the Premises located at 6 and Lot 5 Parker Avenue Strathalbyn, Certificate of Title Volume 5892 Folio 301 and Certificate of Title Volume 5892 Folio 302 commencing 1 August 2025, in accordance with the draft lease provided at Attachment 1.**
2. Grant consent for the **Mayor and Chief Executive Officer to sign and seal the lease.**

Background

For context, the property that forms the subject of this report is outlined in red below.



The Strath Neighbourhood Centre Inc. (Centre) is a not-for-profit community organisation which provides community services including information, social support programs, outreach and emergency relief assistance within the Strathalbyn community.

At the 20 July 2020 Council Meeting, the Strath Neighbourhood Centre Inc. was successful in obtaining a 5-year lease which expires on the 31 July 2025. Having occupied the current premises under an initial five (5) year lease, the Centre approached Council to request a new 10-year lease on expiry of the current agreement. A 10-year lease is supported by Councils Lease and Licence Policy, for those community groups that have successfully occupied a Council premise under an initial five (5) year term.

At the 19 May 2025 Council Meeting, Council resolved to proceed to community engagement on a 10-year lease to remain in occupation.

C158/05/25

Moved Cr Craig Maidment seconded Cr Sue Miller

That Council:

- 1. Receive and note the contents of the report.**
- 2. Receive and note the proposal from Strath Neighbourhood Centre for a new 10-year lease commencing 31 July 2025.**
- 3. Grant consent to proceed to community engagement in accordance with the Community Engagement Plan (attachment 2) on a proposal for a 10-year building lease with Strath Neighbourhood Centre Inc. for ongoing use of the Premises located at 6 and Lot 5 Parker Avenue, Strathalbyn, Certificate of Title Volume 5892 Folio 301 and Certificate of Title Volume 5892 Folio 302 in accordance with the below essential terms of the lease:**
 - **10-year lease term (5 + 5).**
 - **Renewal after an initial 5-year term.**
 - **Commencement date of 31 July 2025.**
 - **Lease area as identified in red as contained within this report.**
 - **Lessee is responsible for maintenance.**
 - **Council responsible for replacement of infrastructure at end of useful life.**
 - **Lessee is responsible for public liability and contents insurance.**
 - **Council responsible for building insurance.**
 - **Lessee responsible for all applicable outgoings (rates, taxes and services).**
- 4. Select the rental category in accordance with Council's Annual Fees and Charges as 'Community' and therefore apply a peppercorn rental (\$1.00 payable on demand) as the proposed rental fee in recognition of the significant social inclusion, community interaction and welfare support services that the Centre provides.**
- 5. Receive a further report on the outcomes of the community engagement process.**

CARRIED UNANIMOUSLY

Discussion

Community engagement was held between the 29 May and 20 June 2025 through advertising in the local newspapers and Council's MySay page. At the close of public consultation, 26 submissions had been received. The full submissions were provided to Council Members via the Council Member Portal. The Community Engagement Report summarising the results of the consultation is provided at **Attachment 2**.

Recommendation Group A seeks for Council to receive and note the community engagement submissions with majority of the submissions in support of the proposal.

On the basis of the 19 May 2025 resolution and the results of the community engagement, Recommendation Group B seeks Council's consent to enter into a 10-year lease with the Strath Neighbourhood Centre for ongoing occupancy of the Premises located at 6 and Lot 5 Parker Avenue Strathalbyn, Certificate of Title Volume 5892 Folio 301 and Certificate of Title Volume 5892 Folio 302 commencing 1 August 2025, in accordance with the draft lease provided at **Attachment 1**.

Financial Implications

In accordance with the Alexandrina Council's Adopted Budget / Long Term Financial Plan, the financial implications of adopting this recommendation are considered low. The lease is proposed as a peppercorn community lease in accordance with Council's *Lease and Licence Policy* as there are no proposed 'sales' to the general public associated with the permitted use. The Strath Neighbourhood Centre Inc. remains responsible for general maintenance of the facility. As owner of the building, Council remains responsible for capital works and major repair at end of useful life.

Risk Implications

In accordance with Alexandrina Council's Risk Assessment Matrix, the risk of adopting this recommendation is considered low as the Centre has proven to be a popular well-being resource for the community, with the majority of submissions from the community engagement process in favour of issuing the new lease.

Attachments

Attachment 1 - *Strath Neighbourhood Centre Draft Lease*

Attachment 2 - *Strath Neighbourhood Centre - Community Engagement Report*



Community Lease - Building

6 Parker Avenue, Strathalbyn

Alexandrina Council

and

Strath Neighbourhood Centre Incorporated

Prepared by Alexandrina Council

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Annexures

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Reference Schedule

Item 1	Lessor	ALEXANDRINA COUNCIL (ABN 20 785 405 351) of 11 Cadell Street, Goolwa SA 5214 Phone: (08) 8555 7000 Email: Property.Officers@alexandrina.sa.gov.au
Item 2	Lessee	STRATH NEIGHBOURHOOD CENTRE INCORPORATED (ABN 59 466 948 172) of 6 Parker Avenue, Strathalbyn SA 5255 Phone: 0418 137 912 - Malcolm Sutcliffe (Centre Manager) Email: sutcliffemalcolm@gmail.com
Item 3	Premises	That portion of the Land more particularly described as Lot 3, 6 Parker Avenue Strathalbyn and Lot 5 Parker Avenue Strathalbyn and more particularly marked in red on Schedule 1 Plan, comprising of both land and building totalling an area of approximately 2750m2.
Item 4	Land	The whole of the land comprised in Certificate of Title Volume 5892 Folio 301 and Certificate of Title Volume 5892 Folio 302.
Item 5	Term	Five (5) years Commencement Date: 1 August 2025 Termination Date: 31 July 2030
Item 6	Permitted Times	24 hour access, 7 days a week

Item 7	Further Terms	(a) One further right of renewal for a term of five (5) years commencing on 1 August 2030 and expiring on 31 July 2035
Item 8	Lease Fee	\$1.00 per annum (ex GST) payable on demand.
Item 9	Permitted Use	Provide recreational, social and community education opportunities to develop individual skills and social networks Services to include group programs, social support, outreach, emergency relief and access to information regarding the provision of services within the Strathalbyn community
Item 10	Special Conditions	10.1 Easement as highlighted on Schedule 1 Plan cannot be built over with permanent structures, but can be landscaped with intent to remove landscaping (including pavers) should access to the Easement be required by the Lessor, Lessee or third party (as applicable)

Community Name

lease file number

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1. Definitions and Interpretation

1.1 Definitions

In this Lease, unless the context requires otherwise:

Action	a project, development, an undertaking, or other activity, or series of activities. Under the EPBC Act, an 'action' can also include a change to any of these things. The EPBC Act is generally concerned with actions that could have a significant impact on a protected matter.
Authority	means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the law.
Biodiversity	the variety of life on earth, including within and between groups of plants, animals, microorganisms and their ecosystems.
Building	means all buildings erected or installed on the Land and includes any part of them.
Commencement Date	means the date specified in Item 5.
Common Areas	means those portions of the Land generally used for car parking or Community Precinct access and other areas designated by the Lessor from time to time for common use by the occupiers of the Land (if any).
Controlled Action	a controlled action is an action that is likely to have a significant impact on a Part 3 protected matter.
Deal	means any sale, transfer, assignment, novation, declaration of trust or the grant of any option, pre-emptive right, mortgage, lease, Lease or any other right or interest (whether or a legal or equitable nature).
EPBC Act	the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (EPBC Act) is Australia's national environmental law. It gives us a legal framework to protect the environment, especially those aspects that are matters of national environmental significance.

Further Term	means the further term or terms set out in Item 7.
Item	means an Item of the Schedule.
Land	means the land described in Item 4.
Lease	means this Lease.
Lessee	means the party named as the Lessee in Item 2
Lessee's Agents	means each of the Lessee's representatives, officers, employees, agents, contractors, sub-contractors, Lessees, sub-Lessees, consultants, advisors and permitted invitees.
Lessee's Property	means the plant, equipment, and other fixtures and fittings at or about the Premises which the Lessee owns, operates, controls or leases/hires and other goods stored in or at the Premises.
Lessor	means the party named as the Lessor in Item 1 and the legal personal representatives, successors, permitted assigns and delegated officers of that party.
Lessor's Agents	means each of the Lessor's representatives, officers, employees, agents, contractors, sub-contractors, Lessees, tenants, consultants, advisors and permitted invitees.
Lease Fee	means the amount referred to in Item 8 of the Schedule.
Maintenance Schedule	means the plan for scheduled maintenance of the Premises and Improvements approved by the Lessor and attached to this Lease as Annexure A, as amended and updated from time to time in accordance with this Lease.
notice	means written notice.

Outgoings	means all charges for: (a) electricity, gas, water, sewage use, telephone, data, communications, security services, alarm systems and other services or utilities supplied (either by the Lessor or any other person or authority) to or consumed in or on or in respect of the Premises and any garbage and waste removal requested or used by the Lessee; and (b) all amounts properly paid or payable by the Lessor which the Lessor determines are in connection with the ownership, operation, management, maintenance and administration of the Premises.
Permitted Times	means the dates and times or frequency specified in Item 6.
Permitted Use	means the use set out in Item 9.
Plan	means the plan attached to this Lease as Schedule 1.
Premises	means the premises specified in Item 3.
Schedule	means the schedule of this Lease entitled "Reference Schedule."
Services	means the services (including gas, electricity, water, sewerage, drainage and communications) supplied to or consumed on the Premises (irrespective of the identity of the supplier) together with all plant and equipment relating to those services.
Term	means the term specified in Item 5.

1.2 Interpretation

In this Lease, unless the context requires otherwise:

- (a) headings are for ease of reference only and do not affect interpretation;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) a reference to a party or to a document includes the party's heirs, executors, administrators, successors and permitted assigns;
- (d) a reference to this Lease or any other document includes a reference to it as novated, altered, replaced or amended and includes its schedule, annexures and appendices;

- (e) a reference to a person or persons includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (g) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (h) any agreement, representation, warranty or 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 severally;
- (i) where the words 'Not Applicable' appear opposite an Item in the Schedule then each clause which specifically refers to that Item is of no effect.

2. Grant

2.1 Grant

Subject to the provisions of this Lease, the Lessor grants to the Lessee and the Lessee accepts, a right to occupy the Premises throughout the Term.

2.2 Use of Common Areas

The Lessor grants to the Lessee and the Lessee's Agents the right to use (in common with other persons) the Common Areas (if any) subject to any restrictions contained in this Lease.

3. Lease Fee and other costs

3.1 Lease Fee

- (a) The Lessee must pay the Lease Fee to the Lessor as reasonably directed by the Lessor annually in advance on the first day of the Term free from deduction set off and abatement. The Lessor must provide the Lessee with a tax invoice for GST purposes in advance of the annual instalment of the Lease Fee falling due.
- (b) The Lessor reserves the right to review the lease fee, should the use of the facility include retail or commercial sales (subject to the prior consent of Council).

3.2 Costs

The parties agree to pay for their own costs in respect of the negotiation and preparation of this Lease.

3.3 Cleaning charges

The Lessee must pay or reimburse to the Lessor on demand, all reasonable cleaning charges in connection with the Lessee's occupation and use of the Premises as outlined in Annexure A if:

- 3.3.1 the Lessee seeks and the Lessor agrees, to undertake a cleaning duty on behalf of the Lessee; and

- 3.3.2 both parties have agreed to this in writing prior to the works being carried out by the Lessor on the Lessee's behalf; and
- 3.3.3 the Lessee has been provided with the costs for the works; and
- 3.3.4 the Lessee agrees to reimburse the Lessor for the costs of the works on receipt of invoice from the Lessor.
- 3.3.5 The Lessor is not obligated to accept a request or undertake any cleaning works on the Premises on behalf of the Lessee.

3.4 Stamp duty

The Lessee must pay any stamp duty assessed (if applicable) on this Lease by the due date for payment.

3.5 Other costs

The Lessee must pay the Lessor's reasonable legal and other Costs of and incidental to:

- (a) any application by the Lessee for consent from the Lessor under this Lease, even if consent is not given (e.g. Development Application);
- (b) any Dealing with this Lease, even if the Dealing does not proceed;
- (c) procuring the consent of any mortgagee to this Lease;
- (d) any breach of this Lease by the Lessee; or
- (e) any termination of this Lease other than by effluxion of time.

3.6 Outgoings

- (a) The Lessee acknowledges that payment of all Outgoings and Rates and Taxes in respect of the Premises is the Lessee's sole responsibility.
- (b) The Lessee must pay all Outgoings and all Rates and Taxes as and when they are due and payable to the relevant taxing, rating or charging authority or body or if the Outgoings or Rates and Taxes are not solely referable to the Premises, then to pay to the Lessor within seven (7) days of demand being made by the Lessor, the Lessee's Proportion of such Outgoings or Rates and Taxes.
- (c) The Lessee must arrange for Outgoings and Rates and Taxes to be invoiced directly to the Lessee and paid by the due date specified on the invoice. The Lessee must at the reasonable request of the Lessor provide the Lessor with a copy of the invoices and payment confirmation.
- (d) If there is no meter or no separate meter for recording or measuring any services and utilities forming part of the Outgoings, the Lessee shall arrange for the installation of a meter or a separate meter at the Lessee's cost.
- (e) Under Chapter 10 of the Local Government Act 199, all land within the Council is rateable unless a specific exemption applies
- (f) Non for profit/community groups can apply to Council for a discretionary rate rebate. The rebate may or may not be approved at the discretion of the relevant Council and can be administered annually or for the term of the agreement.

4. Covenants by Lessee

4.1 Lessee's obligations

The Lessee must:

- (a) only use the Premises for the purpose specified in Item 9;
- (b) make every payment under this Lease without set-off, counterclaim, withholding or deduction;
- (c) use its best endeavours to prevent any person (excluding the Lessor and the Lessor's contractors and agents) throwing any rubbish (which includes cigarette butts), items, equipment or liquid from the Premises;
- (d) keep the Premises in:
 - (i) good repair and condition; and
 - (ii) a clean and tidy condition, free from rubbish, litter and fire hazards;
- (e) comply, on time, with all requirements, orders and notices of Authorities and any insurers and all laws concerning the Lessee's use or occupation of the Premises, and the Lessee's property;
- (f) immediately notify the Lessor of any damage caused to, defect or disrepair of, the Premises or of any circumstances likely to endanger or cause any risk or hazard occurring within the Premises or any person or property in the Premises upon becoming aware of it;
- (g) ensure all of the Lessee's staff adhere to appropriate behaviour having regard to the unique nature of the Lessor's business on the Land;
- (h) comply, at all times, with the Lessor's reasonable directions relation to the Premises (including its use or doing any repairs arising from any inspection conducted by or for the Lessor); and
- (i) immediately give the Lessor a copy of any notice that it receives from any Authority relating to the Premises;
- (j) at its own expense, comply with all Laws and obtain, maintain and comply with the consents or approvals of any authority and any relevant permits or Leases (including any Lease under the *Liquor Licensing Act 1997* if applicable) which may be necessary or appropriate for the Lessee's use of the Premises for the Permitted Use or any other use approved by the Lessor from time to time.
- (k) at own expense and accord to understand the obligations and comply with all Laws and seek to obtain, maintain and comply with the consents or approvals of any relevant permits, licenses or leases that may constitute a "controlled action" under the *Environment Protection Biodiversity and Conservation Act (EPBC)* due to the existence of protected biodiversity (e.g. bird species, hooded plovers) which may be necessary or appropriate for the Lessee or Licensee's use of the Premises for the Permitted Use or any other use approved by the Lessor from time to time and to provide to Council evidence of the outcome of that referral (including any approval).

4.2 Lessee's restrictions

The Lessee must not and must ensure that the Lessee's Agents do not, without prior consultation with the Lessor:

- (a) do or allow anything to be done that might damage the Premises (such as bringing heavy equipment onto the Premises);
- (b) make any alteration or addition to (including erecting any signs on) any part of the Premises without the Lessor's prior written consent;
- (c) install furniture, plant or equipment on the Premises without the consent of the Lessor;
- (d) cut down, remove limbs, injure or destroy any living or deceased trees or shrubs upon the said Land, without the prior written consent of the Lessor;
- (e) cause any nuisance, damage, obstruction, annoyance or inconvenience to other occupiers of the Building or any adjoining building;
- (f) interfere with, or overload, any Services provided to the Premises;
- (g) use the Lessor's appurtenances, fixtures, fittings, furniture, plant, machinery and equipment installed within the Premises for anything other than their intended use;
- (h) obstruct or otherwise impede access to any plant, equipment, thoroughfares or Services to the Building that are located in or adjacent to the Premises;

4.3 No warranty

- (a) The Lessor gives no warranty as to the suitability of the Premises for any use. The Lessee accepts this Lease subject to any prohibitions or restrictions on the use of the Premises under any law.
- (b) The Lessee must, at the Lessee's cost, obtain and maintain all consents, permits, Leases and approvals required by law or by any Authority to permit the Lessee to occupy the Premises under this Lease before the Commencement Date.

5. Repair Damage

5.1 Obligation to Repair

- (a) The Lessee must at its cost repair any damage to the Premises caused or contributed to by the Lessee or the Lessee's Agents use of the Premises, including, but not limited to, all its fixtures, improvements or any other item prescribed by the Lessor or the Lessor's Agents.
- (b) The maintenance and repair obligations for both parties are provided in Annexure A.

5.2 Termination

Upon the expiry or earlier termination of this Lease, the Lessee must:

- (a) remove all of its property, including any property installed on the Premises by the Lessee during the Term and must make good any damage caused by such removal to the reasonable satisfaction of the Lessor and restore the Premises to the same condition as existed at the Commencement Date (reasonable fair wear and tear excepted);
- (b) deliver the Premises to the Lessor in good repair, order and condition and in a thoroughly clean and tidy state free from all rubbish and waste; and
- (c) not remove any property of the Lessor or any fixtures from the Premises.

5.3 Notice to Repair Damage

The Lessor may give the Lessee verbal or written notice requiring the Lessee to repair any damage or undertake any work required by this clause within a reasonable time as specified in the notice.

5.4 Lessor may Repair Damage at Lessee's Cost

If the Lessee fails to repair any damage or undertake any work, the Lessor may at the Lessee's Cost undertake the repairs or other works.

6. Lessor's right of entry

6.1 Lessor's right of entry

The Lessor, and its employees, agents and contractors, may enter the Premises, or any part, at reasonable times and upon giving reasonable notice (except in an emergency when no notice is required although notification must be given to the Lessee as soon as practicable) to:

- (a) examine and view the state and condition of the Premises;
- (b) exercise any right or obligation under this Lease;
- (c) comply with any law or requirement of any Authority;
- (d) show the Premises to potential purchasers; or
- (e) erect 'For Sale' or 'For Lease' signs on the Premises.

6.2 Lessor's obligation

In exercising the Lessor's rights under clause 6.1, the Lessor must use reasonable endeavours to minimise any disruption or interference caused to the Lessee's business or the Lessee's use and enjoyment of the Premises.

6.3 Restrict access

The Lessor may restrict access to the Premises:

- (a) if required by any Authority;
- (b) due to any other cause which, in the reasonable opinion of the Lessor, endangers or may endanger the Premises, the Building or any person or property in the Building; or

- (c) if the Lessor, acting reasonably, needs to restrict access to the Premises in order to access, use, maintain, repair or replace any plant, equipment or Services to the Building that are located in or adjacent to the Premises.

7. Indemnity and release

7.1 Indemnity

The Lessee is liable for and indemnifies the Lessor against all liability or loss arising from, and Costs incurred (whether before or after termination of this Lease) in connection with the Lessee's breach of this Lease and with damage, loss, injury or death caused or contributed to by the Lessee or the Lessee's Agents.

7.2 Release

The Lessee:

- (a) agrees to occupy, use and keep the Premises at the risk of the Lessee; and
- (b) releases, to the full extent permitted by law, the Lessor and its employees, agents and contractors, from all Claims of every kind in respect of or resulting from any accident, damage, death, loss or injury in connection with the Premises or the Lessee's use or occupation of the Premises except to the extent caused or contributed to by the default, negligence or wilful acts or omissions of the Lessor or persons for whom it is responsible for.

8. Insurance

8.1 Public risk insurance

The Lessee must, during the Term, effect and keep current a public risk policy with a reputable insurer (to be approved by the Lessor and on terms satisfactory to the Lessor) for the sum of \$20 million in respect of any single claim arising out of or in connection with the Lessee's use of the Premises, and which policy must note the interest of the Lessor.

8.2 Insurance of Lessee's property

The Lessee is responsible for insuring the Lessee's property including all of the Lessee assets and contents located on or brought onto the Premises.

8.3 Building Insurance

- (a) The Lessor is responsible for insuring the Building and on-charging these costs to the Lessee (if applicable).
- (b) The Lessor is responsible for payment of any insurance excess charges related to a Building Insurance claim unless the claim is due to the wilful acts, negligence or default of the Lessee.

8.4 Not to vitiate insurance

The Lessee must:

- (a) not do anything whereby any insurance effected in respect of the Premises or the Building may be vitiated or rendered void or voidable; or
- (b) pay or reimburse the Lessor on demand for any excess amount payable on any claim made by the Lessor under its insurance or for any increased premium incurred by the Lessor on any insurance effected by it in respect of the Building, which is due to the wilful acts, negligence or default of the Lessee.

8.5 Certificate of currency

If requested by the Lessor, the Lessee must produce to the Lessor a certificate of currency in respect of each insurance policy required to be effected under this clause 8.

9. Termination of Lease

9.1 Events of default

The Lessor may immediately terminate this Lease by written notice to the Lessee or may exercise any other legal right if:

- (a) the Lessee breaches any of the terms or conditions of this Lease and that breach continues for 7 days after written notice of the breach is served on the Lessee; or
- (b) the Lessee commits an Insolvency Event.

9.2 Lessor may rectify

If the Lessee does not comply with any term or condition of this Lease, then, without limiting any other right or remedy of the Lessor, the Lessor may (but is not obligated to), without notice, remedy that breach. The Lessee must pay or reimburse the Lessor on demand for any reasonable costs incurred by the Lessor in connection with remedying the breach.

9.3 Right of termination for convenience

- (a) The Lessee acknowledges and agrees that the Lessor may by giving not less than three (3) months' notice in writing to the Lessee, terminate this Lease.
- (b) In exercising its rights under clause 9.3(a) the Lessor will endeavour, where possible, to offer the Lessee alternative premises.
- (c) The Lessee:
 - (i) acknowledges and agrees that the Lessor is not obliged to offer alternative premises; and
 - (ii) releases the Lessor for all Claims in connection with termination of this Lease by the Lessor in accordance with this clause 9.3.
- (d) The Lessor acknowledges and agrees that the Lessee may by giving not less than three (3) months' notice in writing to the Lessor, terminate this Lease.
- (e) On and from the date of termination, each party is released from its obligations under this Lease other than in respect of an antecedent breach.

9.4 Termination without prejudice

Termination of this Lease under this clause 9 is without prejudice to any accrued right or liability of either party for any breach of this Lease arising before the date of termination.

9.5 Resumption

- (a) The Lessor may terminate this lease by giving at least three months' written notice to the Lessee if the Lessor receives notice of resumption or acquisition of the Premises or Land (or any part of the Land affecting the Premises) from or by any Authority governmental or semi-governmental body.
- (b) The Lessor may terminate this lease immediately by giving written notice to the Lessee if the Premises or Land (or any part of the Land affecting the Premises) is Crown land dedicated to a particular purpose and;
 - (i) it is withdrawn from the Lessor's care control and management;
 - (ii) the purpose for which it has been dedicated is altered under section 18 of the *Crown Land Management Act 2009* (SA); or
 - (iii) the dedication is revoked under section 19 of the *Crown Land Management Act 2009* (SA) or other legislation.
- (c) Termination of this lease under this clause releases each party from further liability under this lease, but does not affect a party's rights or liabilities for a prior breach.

10. Further terms

10.1 Right to further term

If a Further Term is specified in Item 7 and the Lessee notifies the Lessor not more than six months nor less than three months before the end of the Term that it requires a Further Term, the Lessor may in its absolute discretion renew this Lease for the Further Term, subject to breach clauses.

10.2 Renewed Lease

Any renewed Lease will be on the same terms and conditions as this Lease except that:

- (a) it will commence on the day after this Lease expires;
- (b) the Lessor may make any changes to:
 - (i) reflect any variations made to this Lease during the Term;
 - (ii) include any term which the Lessor reasonably requires due to any change in the law; and
 - (iii) otherwise make the renewed Lease applicable to the Further Term; and
- (c) the renewed Lease will omit from Item 7 the Further Term first specified in Item 7 and omit any provision for renewal in the case of the last Further Term.

10.3 End of lease

- (a) Any further term on expiry of this lease may be dealt with, as a new lease upon request from the Lessee for a new lease, by written notification to Council no earlier than six (6) months from the expiry date of this lease, subject to Council's obligations under the Local Government Act 1999 (or future Act) and Council Policy.
- (b) The Council reserves the right to consent or withhold to the granting of a new lease in its absolute discretion.
- (c) In accordance with Council's Lease and Licence Policy, there is a commitment to provide ongoing tenure to existing community organisations that have operated successfully under an initial Lease term, have met the terms and conditions of the Lease and continue to contribute to the wellbeing of the community.

10.4 Holding Over

That in the event of the Lessee holding over after the expiration or sooner determination of this Lease with the consent of the Lessor the Lessee shall become a monthly Lessee only of the Lessor which tenancy may be terminated by one month's prior notice in writing expiring at any time at a monthly rental equivalent to a monthly proportion of the total annual rent payable hereunder at the expiration or sooner determination of the Lease and otherwise on the same terms and conditions (mutatis mutandis) as those herein contained insofar as the same are applicable to a monthly tenancy.

11. Make good obligations

- (a) On or before the expiration or sooner determination or termination of this Lease, the Lessee must:
 - (i) vacate and leave the Premises in a condition consistent with its obligations under clause 4.1(d) and clause 5.2;
 - (ii) make good any damage caused to the Premises by the Lessee, the Lessee's Agents or other persons for whom it is responsible for;
 - (iii) remove all of the Lessee's property from the Premises and rectify any damage caused by the removal; and
 - (iv) return all keys, access cards or other means of access to Building to the Lessor.
- (b) Any item of the Lessee's property not removed from the Premises on or before the expiration or sooner determination of this Lease will be deemed abandoned, and the Lessor may deal with those items as it sees fit.
- (c) All works required to be completed by the Lessee under this clause must be completed to the Lessor's satisfaction. If the Lessee fails to comply with any of its obligations under this clause, the Lessee must continue to pay the Lessor the Lease Fee until such obligations have been satisfied.

12. GST

12.1 Interpretation

For the purposes of this clause 12:

- (a) **Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related tax impositions Act;
- (b) **GST** means any tax imposed by or through the Act on a taxable supply (without regard to any input tax credit); and
- (c) **taxable supply** means a taxable supply under the Act; and

except where the contrary intention appears, expressions used in this clause 12 have the meanings given to them in the Act.

12.2 Amounts exclusive of GST

Unless expressly indicated otherwise and subject to clause 12.3, all amounts referred to in this Lease are exclusive of GST.

12.3 Increase of consideration

Subject to clause 12.4, if GST is imposed on a taxable supply under this Lease then the amount or other consideration payable for that taxable supply will be increased by an amount equal to the GST imposed on that taxable supply and that amount will be payable at the same time and in the same manner as the consideration for that taxable supply.

12.4 Tax invoice

A party is not obliged to pay any amount under clauses 12.3 and/or 12.5 unless and until it receives a tax invoice.

12.5 Reimbursement

If this Lease requires a party to reimburse, indemnify or otherwise pay another party for any expense, loss or outgoing (**Reimbursable Expense**), the amount required to be paid by the first party will be the amount of the Reimbursable Expense inclusive of any GST paid when that expense, loss or outgoing was incurred less the amount of input tax credits (if any) to which the other party is entitled in respect of the Reimbursable Expense.

12.6 Adjustment

A party which receives payment of an amount equal to the GST payable for a taxable supply made by it, agrees to provide the party which paid such amount with an adjustment note for any adjustment that arises from an adjustment event relating to the taxable supply within 14 days of becoming aware of that adjustment.

13. General

13.1 No waiver

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
 - (i) its future exercise; or
 - (ii) the exercise of any other power or right.

13.2 Variation

The variation or waiver of a provision of this Lease or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

13.3 Governing law and jurisdiction

- (a) This Lease is governed by the laws of South Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of South Australia.

13.4 Further assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Lease.

13.5 Counterparts

This Lease may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Lease will be the date on which it is executed by the last party.

13.6 Whole agreement

In relation to the subject matter of this Lease:

- (a) this Lease is the whole agreement between the parties; and
- (b) this Lease supersedes all oral and written communications by or on behalf of any of the parties.

13.7 No reliance on warranties and representations

In entering into this Lease, each party:

- (a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Lease made by any person; and
- (b) has relied entirely on its own enquiries in relation to the subject matter of this Lease.

This clause does not apply to warranties and representations that this Lease expressly sets out.

13.8 Severance

If any part of this Lease is invalid or unenforceable, this Lease does not include it. The remainder of this Lease continues in full force.

13.9 No merger

Nothing in this Lease merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

13.10 Dealings

- (a) The Lessee must not Deal with its rights or interest in this Lease except with the Lessor's prior written consent.
- (b) The Lessor may Deal with its rights and interest in this Lease and the Premises without the Lessee's consent.

13.11 Other matters

The Lessor enters into this Lease under Section 202 of the *Local Government Act 1999* and not in any other capacity. This Lease does not preclude or pre-empt the exercise by the Council of any regulatory function or power.

13.12 Notices

- (a) Any notice to or by a party to this Lease:
 - (i) must be in writing;
 - (ii) must be signed by the party giving it;
 - (iii) must be served on that party at the address specified in the Schedule or such other address that has been advised by the party as the address for service of notices under this Agreement or to the party's registered office recorded by the Australian Securities and Investments Commission.
- (b) A notice is deemed to have been duly served and received by the addressee:
 - (i) (in case of email) at the time of delivery to the recipient's last known email address which is the time generated by the sender's internet service provider provided that the sender does not receive a notice of email delivery failure from its internet service provider, unless that time is not on a business day (which for the purpose of this clause means a day which is not a Saturday, Sunday or public holiday in the place of receipt of the communication) or is after 5.00 pm on a business day, when that notice is taken to be received at 9.00 am on the next business day; or
 - (ii) (in case of fax) at the local time (in the place of receipt of the fax) which then equates to the time at which that fax is sent as shown on the transmission report produced by the machine from which that fax was sent and which confirms transmission of that fax in its entirety, unless that local time is not on a business day or is after 5.00 pm on a business day, when that notice is taken to be received at 9.00 am on the next business day; or
 - (iii) (in case of post) by Registered Post on the business day that is the fifth business day after the date of posting to an address within Australia, and on the sixth business day after the date of posting by airmail to an address outside Australia; or
 - (iv) (in case of delivery by hand) at the time of delivery at the address specified in the Schedule unless that delivery is made on a day that is not a business day or after 5.00 pm on a business day, when that notice is taken to be received at 9.00 am on the next business day.

- (c) For the purposes of this clause:
 - (i) a notice sent by email is a notice in writing; and
 - (ii) if the Lessor or the Lessee comprises more than one person, a notice is deemed to have been duly served if served on any one of them.

13.13 Retail and Commercial Leases Act

The Lessor and the Lessee agree that if the *Retail and Commercial Leases Act 1995* applies to this Lease, all provisions of this Lease (**Lease Provisions**) shall be read subject to any contrary provision which applies by virtue of that Act. To the extent to which any Lease Provision is inconsistent with a provision of that Act:

- (a) the Lease Provisions must be read down to the extent necessary to avoid the inconsistency; or
- (b) if the Lease Provision cannot be so read down, it must be severed without affecting the validity and enforceability of the remaining Lease Provisions.

13.14 Special Conditions

The covenants, provisions, terms and agreements contained in Item 10 (if any) apply to this Lease as if incorporated into the body of the Lease and if inconsistent with this Lease, will apply instead of the terms set out in the body of this Lease.

14. Acknowledgement

14.1 Acknowledgement

- (a) The Lessee acknowledges and agrees that it has inspected and satisfied itself about the suitability and condition of the Premises for its proposed usage before the Commencement Date.
- (b) The Lessee must not on or after the Commencement Date:
 - (i) make any objection;
 - (ii) claim any compensation; or
 - (iii) require the Lessor to carry out any works or repairs,for any existing or future defect in or want of repair in relation to the Premises.

15. Lessor's consent

If the Lessee requires the Lessor's consent to do something under this Lease, the consent:

- (a) may be granted at the Lessor's discretion (except as otherwise provided under this Lease);
- (b) may be granted with conditions;
- (c) must be in writing; and

- (d) may be given (or withheld as the case may be) by a delegated officer of the Lessor.
- (e) If the Lessee seeks to make improvements to the Premises
- (i) including putting up, attaching, erecting or installing any internal or external fixtures and fittings to the building, including internal partitioning walls, screens, plumbing, signage, lighting and so forth that require the consent of Council, or;
 - (ii) If the Lessee seeks to make improvements to the Premises of a structural nature which require Development Approval in accordance with the applicable or future Development Act; then
- the Lessee must have first obtained written consent of Council or delegated officer or Development Approval from Council prior to undertaking the works.
- (f) Improvements to the Premises include but are not limited to:
- erect a building or associated structure
 - alter or demolish an existing building or associated structure
 - fix anything to the outside of a building or structure
 - fix anything to the inside of a building or structure
 - alter any existing water supply or drainage facilities
 - alter or install any water, gas, electrical or security appliances
 - alter or install any lighting or air conditioning equipment
 - paint any building, structure or other surface
 - make any change of a permanent nature
- (g) Any approved alterations to the buildings must be carried out in accordance with all planning and building approvals approved by the Council and will be done at the cost of the Lessee.

16. Lessor may reserve Premises

The Lessee acknowledges and agrees that the Lessor may reserve the Premises for its own use during the Term, PROVIDED THAT:

- (a) the Lessor gives the Lessee no less than 10 business days' prior written notice of the date(s) and time(s) that the Lessor wishes to use the Premises;
- (b) the Lessee has not otherwise committed to permit a third party to use the Premises at the same time as requested by the Lessor and, in the event that the Premises is not available at the date or time notified by the Lessor, the Lessee will use its best endeavours to agree a suitable alternative date and time with the Lessor (both parties acting reasonably and in good faith);

- (c) the Lessor may only reserve the Premises in accordance with this clause for purposes relating to community engagement and other uses connected with the Lessor's operations;
- (d) the Lessee must not charge the Lessor any fee for its use of the Premises in accordance with this clause; and
- (e) The Lessor's right to reserve the Premises is limited to a maximum of 12 days per annum, unless negotiated otherwise to the satisfaction of both parties.

17. Assignment and Subletting

17.1 Prohibited Dealings

The Lessee must not:

- (a) assign, sublet, sublease, hire, licence, part with possession or otherwise deal with any part of the Premises or this Lease; or
- (b) create or allow to come into existence any charge, mortgage or a security interest affecting the Lessee's estate or interest in the Premises.

17.2 Assignment

- (a) Notwithstanding the previous clause, the Lessee may not assign, sublet, sublease, hire, licence or transfer any right or obligation under this Lease without the prior written consent of the Council, which consent may be granted or withheld by the Council in its absolute discretion; if before the Lessee assigns:
 - (i) the Lessee is not in breach of this Lease;
 - (ii) the proposed new lessee is shown to the satisfaction of the Lessor to be respectable, responsible and financially sound;
 - (iii) the proposed new lessee is shown to the satisfaction of the Lessor to be capable of adequately carrying on the business permitted under the Lease;
 - (iv) the proposed new lessee does not propose to change the use to which the Premises are put;
 - (v) the proposed new lessee signs a deed in a form reasonably required by the Lessor agreeing to be bound by this Lease;
 - (vi) any personal or corporate guarantee including a guarantee by directors or shareholders of the proposed new lessee required by the Lessor is provided;
 - (vii) on an assignment, any bank guarantee reasonably required by the Lessor is provided; and
 - (viii) the Lessee pays the Lessor's reasonable costs of giving the consent.

17.3 Effect of Assignment

No assignment, transfer, sublease, licence, or parting with possession or other dealing by the Lessee shall release the Lessee or any Guarantor from their obligations under this Lease or in any way prejudice, mitigate or restrict the rights of the Lessor against the Lessee or any Guarantor.

18. Early Termination – Redevelopment, Asset Rationalisation and Demolition

18.1 Redevelopment, Asset Rationalisation

At any time during the Term, the Lessor may terminate this Lease, if as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Land (“**Redevelopment**”), or for any other reason, the Council wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council will be entitled to terminate this Lease subject to the following provisions:

- (a) the Council must provide the Lessee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Lease is to be terminated;
- (b) the Council may at any time after providing the Lessee with the information specified in clause 18.1(a), give the Lessee a written notice of termination of this Lease (“**Termination Notice**”) specifying the date on which this Lease is to come to an end being a date not less than six (6) months after the Termination Notice is given. This Lease will, unless terminated earlier by the Lessee under clause 18.1(c) come to an end at midnight on the day specified in the Termination Notice;
- (c) at any time after receiving a Termination Notice under clause 18.1(b) the Lessee may terminate this Lease by giving not less than seven (7) days’ written notice to the Council; and
- (d) when this Lease is terminated (whether by the Council under clause 18.1(b) or by the Lessee under clause 18.1(c), the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

18.2 Termination or Abatement on Damage, Destruction

- (a) If the whole or any part of the Premises and/or the Improvements are destroyed or is damaged by fire, flood, lightning, storm, tempest or other disabling cause so as to render the Premises and/or the Improvements during the Term inaccessible or substantially unfit for the use and occupation of the Lessee or to deprive the Lessee of substantial use of the same then:
 - (i) the Lessee may elect to reinstate the Premises and/or Improvements at its own cost or make the same accessible within a reasonable time having regard to the extent of the damage and the work required to rebuild or reinstate the Premises and/or Improvements or make the same accessible and provided that the Lessee notifies the Lessor in writing within 1 month of the event giving rise to the damage or destruction of its election;

- (ii) if the Lessee fails to notify the Lessor under clause 18.2 (a)(i) or notifies the Lessor that it does not intend to rectify or reinstate the Premises and/or Improvements, the Lessor may terminate this Lease without compensation to the Lessee by notice in writing to the Lessee;
 - (iii) there shall be no abatement of Rent upon the happening of such damage or destruction of the Premises and/or Improvements;
 - (iv) nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or reinstate the Improvements or the Premises or to make the same accessible or fit for use and occupation of the Lessee;
 - (v) in the event of any dispute arising out of this clause 18.2 the same shall be referred at the instance of either the Lessor or the Lessee to a certified practising Valuer with the Australian Property Institute acting as an expert and not as an arbitrator and the decision of such Valuer shall be final and binding on both the Lessor and Lessee. All costs of such Valuer shall be borne equally by the Lessor and the Lessee.
- (b) Termination under this clause does not affect either party's accrued rights before termination or a party's right (if any) to claim damages in respect of the termination of this Lease when the other party's wrongful act or omission has caused or contributed to the damage giving rise to the termination.

18.3 Termination without prejudice

Termination of this Lease under this clause is without prejudice to any accrued right or liability of either party for any breach of this Lease arising before the date of termination.

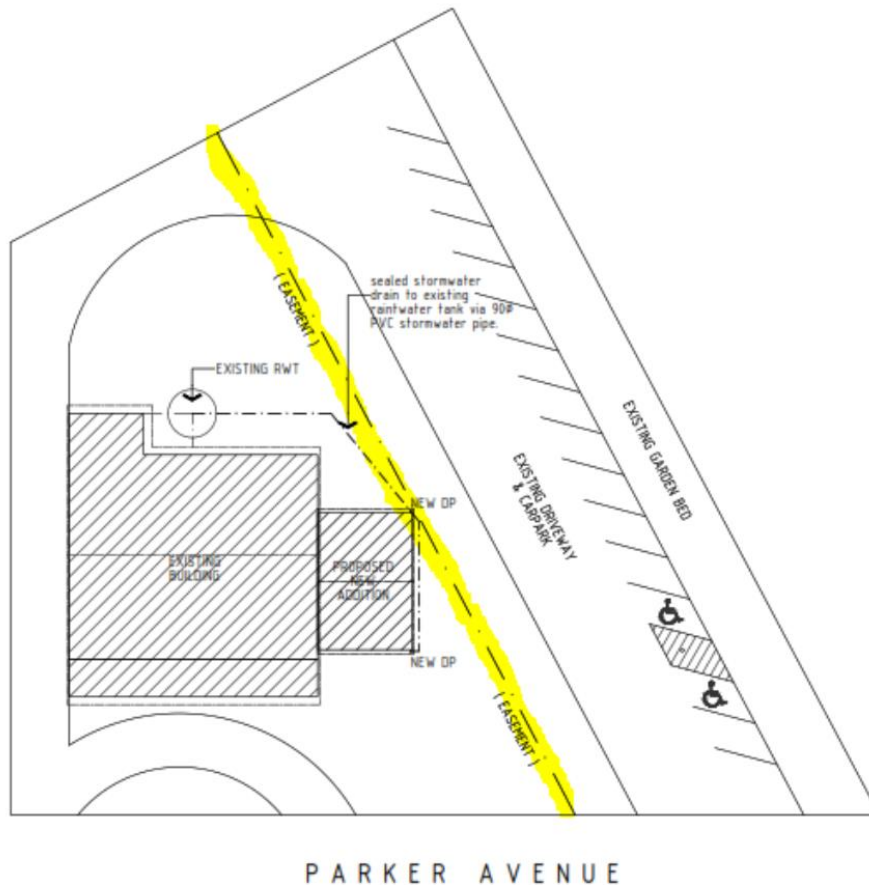
Schedule 1 Plan



Lease area of approximately 2750m² defined in red

Strath Neighbourhood Centre

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Easement highlighted in yellow. Easement cannot be built over with solid structures.

Please note: Landscaping (including paving) permitted over Easement but may require removal should access to the Easement be required

Signing Page

LESSOR

THE COMMON SEAL of
ALEXANDRINA COUNCIL is fixed to this
document in the presence of:

Signature of Chief Executive Officer

Signature of Mayor

Full Name

Full Name

LESSEE

EXECUTED by
STRATH NEIGHBOURHOOD CENTRE
INCORPORATED (ABN 20 785 405
351) in accordance with section 127(1) of
the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Date: _____

Annexure A – Maintenance Schedule

SECOND SCHEDULE

Building Maintenance Responsibilities

This schedule outlines the particular responsibilities of Council and the lessee where applicable, and should be read in conjunction with the Lease.

1. Building/s External

Item	Lessee	Council
Storm water system	Clean gutters, downpipes and storm water drains and keep free of debris to prevent blockages	Repair/replace as required at end of useful life, unless damage caused by Lessee maintenance neglect.
Windows	Clean glazing. Replace glazing if damaged by Lessee or their Visitors.	Repair replace frames and opening/closing mechanisms at end of useful life unless damage caused by Lessee maintenance neglect.
Roof and guttering	Maintain and keep clean.	Replace external roof covering at end of useful life. Repair roof leaks.
Doors/entrances, roller doors, sliding doors, locking mechanisms and access points.	All maintenance and repair to keep doors operational (e.g. If door hinge/lock/rails broken, repair replace locks, door coverings. Key replacement.	Replace at end of natural life unless damage caused by Lessee maintenance neglect.
External Walls	Clean periodically. Repair and repaint periodically as directed by Council. Remove graffiti.	Maintain structural integrity of external walls.
Paint finishes	Maintain	Repaint if deemed required by Council Administration, unless damage caused by Lessee's negligence.
Signs	Maintain. Install or replace any damaged signage erected or installed by Lessee.	Replace, repair signage in relation to common signs, notices & directory boards that apply to the Building.
Security lights/system	Full responsibility	Nil responsibility
Flood lighting and similar	Full responsibility	Nil responsibility

External Pipes	Remove blockages and repair damage caused by Lessee use.	Replace at end of natural life.
General Cleaning	Full responsibility	Nil responsibility
Graffiti removal	Full responsibility	Nil responsibility
Bee, snake, bird or pest removal	Full responsibility	Nil responsibility
Waste water system (STEDS septic tank)	Maintain. Full responsibility for interim pump outs and associated costs (other than the 5 year Council pump out).	Replace at end of natural life unless damage caused by Lessee neglect. Council to pump out every 5 years.

2. Building Internal

Item	Lessee	Council
Water, sewer and gas piping	Maintain. Keep free from blockages and unblock drains.	Replace at end of natural life unless damage caused by Lessee maintenance neglect.
Fire extinguishers	Maintenance, servicing and replacement during the term of the lease.	Council to ensure fire extinguisher/s are present and compliant at start of lease.
Fire Hose reels and hydrants	Maintenance, servicing and replacement during the term of the lease.	Council to ensure fire equipment is present and compliant at start of lease.
Emergency and exit lighting	Maintenance, servicing and replacement during the term of the lease.	Council to ensure emergency and exit lighting (if applicable) is present and compliant at start of lease.
Telecommunications-phone/PABX systems	Full responsibility	Nil responsibility
Air conditioning units/thermostats, ducting	Maintain and serviced as per manufacturers specifications.	Replace at end of natural life unless damage caused by Lessee maintenance neglect.
Painting	Full responsibility as deemed required by Lessee.	Nil responsibility

Electrical equipment and appliances (e.g. Testing and tagging)	Full responsibility	Nil responsibility
Electrical RCD's	Nil responsibility	Full responsibility
Electrical services, switchboards, distribution boards, and power lighting circuits and meters.	Maintain	Replace at end of natural life unless damage caused by Lessee maintenance neglect.
Lighting fixtures	Maintain and repair, including light globe replacement.	Replace at end of natural life unless damage caused by Lessee maintenance neglect.
Smoke detectors	Maintenance, servicing and replacement during the term of the lease.	Council to ensure smoke detector (if applicable under the code) is present and compliant at start of lease.
Floor covering/s	Full responsibility.	Nil responsibility.
Internal walls/screens	Clean and maintain structural walls. Keep free of mould/grime. Repair damage caused by use. Maintain structural stability of any internal walls/screens erected by the Lessee.	Replacement responsibility for structural walls only. Repair cracking, replace, and repaint.
Ceilings / fans	Clean, keep free from cobwebs etc. Repair or / and repaint periodically on directive from Council.	Replace at end of useful life Replace at end of natural life unless damage caused by Lessee maintenance neglect. Repair damage caused by roof leaks.
Loose furniture	Full responsibility	Nil responsibility
Fixed furniture	Full responsibility	Nil responsibility
General cleaning	Full responsibility	Nil responsibility
Security Alarms and Maintenance	Full responsibility including call outs and key or code changes	Nil responsibility
Signs	Maintain and replace any signage erected or installed by Lessee.	Replace all signage in relation to common signs, notices and directory boards that apply to the Building as necessary.

Hot water system	Maintain to manufacturer specifications	Replace at end of useful life unless damage caused by Lessee maintenance neglect.
Grease arrestor (if applicable)	Full responsibility	Nil responsibility
Water/waste services - associated fittings.	Clean fittings, e.g. taps, toilet, sinks, replace washers. Keep drains clear from blockages.	Replace at end of useful life unless damage caused by Lessee maintenance neglect.
Tapware, sinks, drains and toilets.	Maintain and replace O rings, tap fittings, toilet seats and basins as required during term of lease. Full responsibility for all consumables required.	Replace at end of useful life unless damage caused by Lessee maintenance neglect.
Bee, snake, bird or pest removal	Full responsibility	Nil responsibility
Graffiti removal	Full responsibility	Nil responsibility

3. External Surfaces

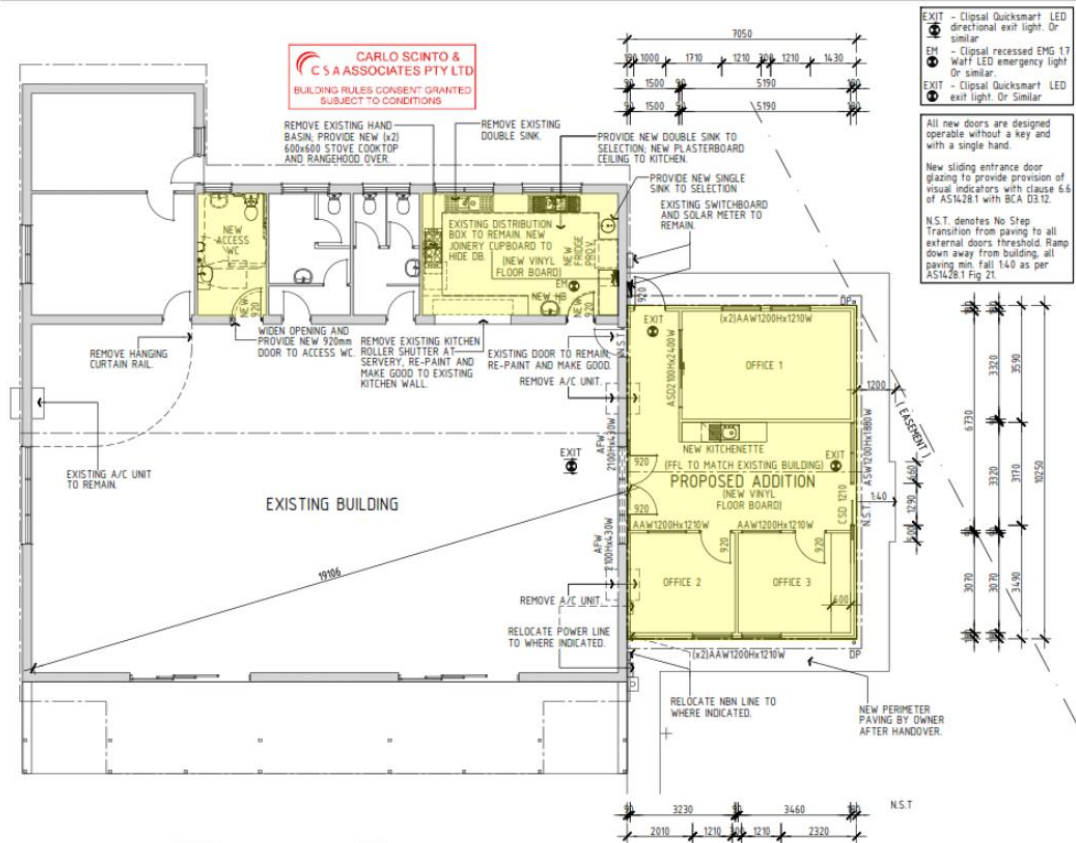
Item	Lessee	Council
External Fencing	Nil responsibility	Full responsibility as deemed necessary by Lessor.
Woodshed Road -entrance road to the building within blue lease area only. (20ml quarry sheeted gravel)	Maintain, repair, fill pot holes	Renew at end of useful life
Carpark surfaces	Maintain, repair, fill pot holes	Renew at end of useful life
Carpark Line marking	Full responsibility if deemed required by Lessee.	Nil responsibility
External taps and associated fittings	Full responsibility	Nil responsibility

Rainwater tank/s	Full responsibility if Lessee owned. Maintain if Council owned	Nil responsibility Replace at end of useful life
Waste management and removal	Full responsibility	Nil responsibility
Garden areas and landscaping	Maintain, irrigate, water, mow as applicable	Nil responsibility
Retaining Walls	Maintain	Maintain structural integrity of retainer walls.
Tree branches, tree removal	Full responsibility for tree maintenance/pruning (on prior written consent of Council) Full responsibility for tree/vegetation removal (on prior consent of Council)	Nil responsibility
Entrance feature	Full responsibility	Nil responsibility

General Council enquiries phone 8555 7000

Annexure B – Asset Register

Council Assets



Land fixtures and fittings as identified below:

- External fencing
- Driveway
- Landscaped gardens
- Pathways

Annexure C – Proposal

(Attached)

DRAFT

Annexure D – Incorporation details

(Attached)

DRAFT

Annexure E– Insurance

(Attached)

DRAFT

Annexure F - Constitution

(Attached)

DRAFT



Community Engagement Report

Strath Neighbourhood Centre – Lease Proposal



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1.0 Background

Council is seeking feedback on a proposal to enter into a 10-year lease with the Strath Neighbourhood Centre Incorporated so they can remain in occupancy at 6 and Lot 5 Parker Avenue Strathalbyn in order to continue to deliver well-being support services to Strathalbyn and the wider community.

As the land is classified as community land and the term of the lease is greater than 5 years, community engagement is required to ensure the community is provided with the essential terms of the proposal and an opportunity to comment on the proposal should they choose to do so.

Proposed Essential Terms of the lease

- Ten-year lease term (5 + 5)
- Renewal after an initial 5-year term.
- Commencement date of 1 July 2025.
- Lease area as identified in red as contained within the key documents listed on the My Say page.
- Lessee is responsible for maintenance.
- Council responsible for replacement of infrastructure at end of useful life.
- Lessee is responsible for public liability and contents insurance.
- Council responsible for building insurance.
- Lessee responsible for all applicable outgoings (rates, taxes and services)

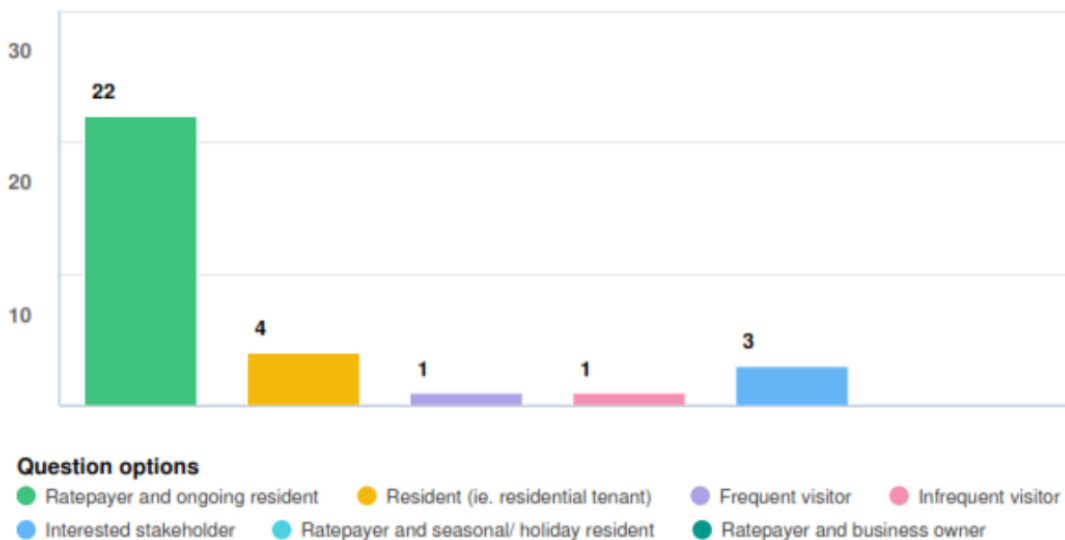
2.0 Engagement Snapshot

During the consultation period from 29 May 2025, 9 am until 20 June 2025, 5 pm. **A total of 26 responses** were received across both the My Say platform and via email/hard copy.

Email and hard copy surveys were consolidated into the My Say platform to streamline data and keep it in one central location.



Who we heard from:



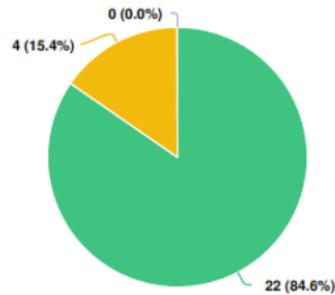
2.1 Engagement Snapshot Methods and Outcomes

Activity/ Method	Date	External stakeholder	Outcome/ Result
My Say project page	29 May	Public	131 total page visits 26 submissions via the online survey 17 document downloads
My Say e-newsletter		Those that registered for email updates via My Say	Email sent to 1,338 subscribers 53.6% open rate
Local Displays – Council Office, library, community noticeboards	29 May – 20 June	Notice to be placed on Council display boards including promotion of ways to get involved.	 Community Consultation Lease Proposal Strath Neighbourhood Centre Council is seeking feedback on a proposal to enter into a 10-year lease with the Strath Neighbourhood Centre Incorporated so they can remain in occupancy at 6 and Lot 5 Parker Avenue Strathalbyn in order to continue to deliver wellbeing support services to Strathalbyn and the wider community. Open 29 May until 20 June at 5 pm View the proposed essential terms of the agreement and provide your feedback. Complete a submission on Council's website at mysay.alexandrina.sa.gov.au/snc-lease Email responses can be sent to alex@alexandrina.sa.gov.au (with subject heading "Strath Neighbourhood Centre") Written responses can be sent to Alexandrina Council PO Box 21 Geelwa SA 5214 Submit your feedback on Council's website mysay.alexandrina.sa.gov.au/snc-lease

3.0 Consultation Response Overview

3.1 Evaluation

Q5 Do you support the lease proposal?



Question options

Yes No Not sure

Key themes in support of the proposal are:

- Much needed and well used community service
- Great asset for the community
- A 10-year lease gives the Centre the stability and security it needs
- A 10-year lease allows the Centre to develop and expand for a growing community
- Stable and safe place for locals to gather
- Important Strathalbyn service and part of the town

Key themes objecting to the proposal are:

- Preference for a 5-year lease with right to renew.
- 10 years is too long and restricts ability to sell or a commercial opportunity
- Social Supermarket is not required as there is a church operating a similar service nearby
- Centre should resource its existing community programs rather than operate as a commercial entity (social supermarket)
- Centre should be returned to Council for council run programs that are inclusive, community engaging, enhance or improve the local community.
- Centre should be returned to the Senior Citizens.

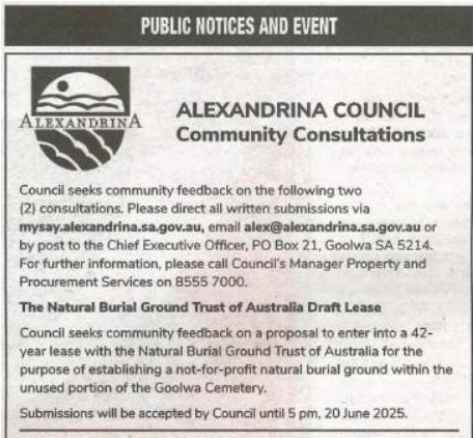
4.0 Self-nomination to participate

It is important to acknowledge that involvement in the public consultation process is voluntary, with participants self-nominating to contribute. As a result, the feedback gathered should not be regarded as statistically representative of all perspectives.

5.0 Consultation images

N/A

6.0 Communication channels and media reach

Website	Date	Results
Facebook post	29 May and 16 June	Over 1,932 views and 1,163 accounts reached
Instagram post	29 May and 16 June	Approximately 381 views and 321 accounts reached
Public Notice Fleurieu Sun and Southern Argus	29 May	 ALEXANDRINA COUNCIL Community Consultations Council seeks community feedback on the following two (2) consultations. Please direct all written submissions via mysay.alexandrina.sa.gov.au, email alex@alexandrina.sa.gov.au or by post to the Chief Executive Officer, PO Box 21, Goolwa SA 5214. For further information, please call Council's Manager Property and Procurement Services on 8555 7000. The Natural Burial Ground Trust of Australia Draft Lease Council seeks community feedback on a proposal to enter into a 42-year lease with the Natural Burial Ground Trust of Australia for the purpose of establishing a not-for-profit natural burial ground within the unused portion of the Goolwa Cemetery. Submissions will be accepted by Council until 5 pm, 20 June 2025.  PUBLIC NOTICES AND EVENT ALEXANDRINA COUNCIL Community Consultations Council seeks community feedback on the following two (2) consultations. Please direct all written submissions via mysay.alexandrina.sa.gov.au, email alex@alexandrina.sa.gov.au or by post to the Chief Executive Officer, PO Box 21, Goolwa SA 5214. For further information, please call Council's Manager Property and Procurement Services on 8555 7000. The Natural Burial Ground Trust of Australia Draft Lease Council seeks community feedback on a proposal to enter into a 42-year lease with the Natural Burial Ground Trust of Australia for the purpose of establishing a not-for-profit natural burial ground within the unused portion of the Goolwa Cemetery. Submissions will be accepted by Council until 5 pm, 20 June 2025.