

Wandi Progress Association Agreement

City of Kwinana (ABN 13 890 277 321)

Wandi Progress Association of Western Australia
Inc. (ABN 12 841 190 317)

Details

Parties

City of Kwinana

(ABN 13 790 277 321) of PO Box 21, Kwinana, Western Australia 6966
(City)

Wandi Progress Association of Western Australia Inc.

(ABN 12 841 190 317) of 302 De Haer Road, Wandi, Western Australia 6167
(Tenant)

Background

The Landlord owns the Land and has agreed to lease (and the Tenant has agreed to take a lease of) the Premises on the terms contained below.

1. Definitions

Amounts Payable means the Rent, Outgoings and any other money payable by the Tenant under this Lease;

Assignment means the transfer of Tenants rights in relation to this lease to another that gives the recipient, the rights that the holder of the lease had prior to the transfer;

Authorised Person means an agent, employee, licensee or invitee of the Landlord; and any person visiting the Premises with the express or implied consent of any aforementioned person;

Business Day means a day other than a Saturday, Sunday or public holiday in Perth;

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

City's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Landlord;

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

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

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

Lease means this document;

Potable Water means water that has been treated to meet state and federal standards for consumption;

Premises means the premises described at **Item 1(b)** of the Schedule and edged in red and hachured on a sketch annexed (**Annexure 1**) to this lease for the purpose of identification only;

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

Sub-Let means the leasing of part of all of the property held by the tenant, as opposed to a landlord, during a portion of his or her unexpired balance of the term of the lease;

Term means as specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

Tenant's Agents includes:

- (a) the subtenants, employees, volunteers, agents, contractors, invitees, licensees, hirer of the Tenant; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a) above;

Tenant's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than the Landlord.

All other terms have the standard dictionary meaning.

2. Quiet enjoyment

Except as provided in the Lease, the Tenant may quietly hold and enjoy the Premises during the Term without any interruption or disturbance.

3. Rent and other payments

3.1 Rent

The Tenant must pay the Landlord the Rent set out at **Item 5** of the Schedule.

3.2 Outgoings

- (1) The Tenant will be responsible for the payment of the following outgoings in respect of the Premises:
 - (a) provision of bulk and Potable Water and the costs related to the sterilisation of the water;
 - (b) telephone, internet connections or telephone connection;

3.3 Costs

The Tenant must pay the Landlord all costs, legal fees, disbursements and payments incurred by or for which the Landlord is liable in connection with or incidental to:

- (a) any request by the Tenant to vary this agreement and this variation is not within the City's ability to manage internally.

4. Insurance

4.1 Insurance required

The Tenant must effect and maintain the following insurance with an insurer registered with the relevant Australian authorities:

- (a) public liability insurance for a sum not less than that set out at **Item 8** of the Schedule;

The Tenant must pay any premiums, excess and other costs associated with the insurance set out in this **clause 4.1**.

Contents insurance is optional and to be taken out by the Tenant. The Landlord will not be responsible for the replacement of any stolen or damaged contents should the Tenant choose to not take out contents insurance.

4.2 Building Insurance to be effected by Landlord

The Landlord will take out building insurance for the Premises.

4.3 Details and receipts

In respect of the insurances required by **clause 4.1** the Tenant must:

- (a) upon request of the Landlord, provide relevant copies of Certificates of Currency;
- (b) notify the Landlord promptly in writing or in an emergency, verbally,
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

4.4 Not to invalidate

The Tenant must use their best endeavours to not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 4.1** and **clause 4.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

5. Indemnity

5.1 Tenant's responsibilities

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

5.2 Tenant's Indemnity and Release

- (1) The Tenant indemnifies and shall continue to indemnify, the Landlord from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Landlord, or brought, maintained or made against the Landlord, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (d) the use or occupation of the Premises by the Tenant or the Tenant's Agents;
 - (e) any work carried out by or on behalf of the Tenant on the Premises;
 - (f) the Tenant's activities, operations or business on, or other use of any kind of, the Premises;
 - (g) the presence of any contamination, pollution or environmental harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Tenant or the Tenant's Agents;
 - (h) any default by the Tenant in the due and punctual performance, observance and compliance with any of the Tenant's covenants or obligations under this Lease; or
 - (i) an act or omission of the Tenant.
- (2) The Tenant:
 - (a) agrees to occupy and use the Premises at its own risk; and
 - (b) releases to the full extent permitted by law, the Landlord from:
 - (i) any liability arising from any accident or damage to property, the death, injury or illness of any person occurring on the Premises or arising from the Tenant's use or occupation of the Premises;
 - (ii) damage to the Premises or loss of the Tenant's personal property; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any contamination, pollution or environmental harm in, on or under the Premises or surrounding area.
- (3) The Tenant's obligations and releases under this **clause 5.2** continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

5.3 No indemnity for Landlord's negligence

Nothing in this **clause 5** requires the Tenant to indemnify or release from liability the Landlord against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Landlord.

6. Maintenance, Repair and Cleaning

6.1 Generally

- (1) The Tenant agrees to maintain, replace, repair, clean and keep the Premises (including the Landlord's fixtures and fittings) in good tenantable repair.

This **clause 6.1** does not require the Tenant to:

- (a) carry out maintenance, repairs or replacement that is required because of reasonable fair wear and tear; or

- (b) undertake any structural maintenance, replacement or repair,

unless it is necessary because of an act or omission of the Tenant.

- (2) The Parties will comply with their maintenance obligations as detailed in **Annexure 2**.

- (3) The Tenant must where maintaining, replacing, repairing or cleaning:

- (a) electrical fittings and fixtures;
- (b) plumbing;
- (c) air-conditioning fittings and fixtures; and
- (d) gas fittings and fixtures,

use only trades persons who hold the required State and/or Federal licences.

- (4) If requested by the Landlord, the Tenant must supply a copy of the required State and/or Federal licenses of any trades person appointed by the Tenant. Responsibility for Securing the Premises

The Tenant must use best endeavours to ensure that the Premises, and the Landlord's and Tenant's fixtures and fittings, are appropriately secured.

6.2 Maintain surroundings

- (1) The Tenant must not remove any trees, shrubs or hedges without obtaining the Landlord's Approval, except if necessary for safety reasons. This clause does not prevent the Tenant from conducting pruning of shrubs and hedges.

6.3 Landlord's Fixtures and Fittings

The Tenant agrees that the Landlord's fixtures and fittings (as determined by the Landlord) will remain the Landlord's property and must not be removed from the Premises.

6.4 Pest control

The Tenant must use their best endeavours to keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Tenant (excluding white ant inspection/treatment which is the responsibility of the Landlord).

6.5 Painting

The Tenant is to ensure that the internal painting of the Premises are maintained and repainted where required in line with the age and general condition of the buildings as outlined in item 9 of the Schedule.

6.6 Drains

The Tenant must ensure that waste pipes, toilets, grease traps, drains and conduits in the Premises do not become blocked and if they do, the Tenant must pay the Landlord the cost of clearing any blockage unless that blockage has been caused without fault of the Tenant or the Tenant's Agents.

7. Use

7.1 Restrictions on use

(1) General

The Tenant must use their best endeavours to ensure no part of the Premises is used for any purpose other than the Permitted Purpose.

(2) Specific

The Tenant must not and must not permit a person to:

- (a) carry out on the Premises any illegal act;
- (b) carry out on the Premises anything causing a nuisance, damage or disturbance to the Landlord or to adjoining properties;
- (c) store any dangerous substance on the Premises, without the prior written consent of the Landlord;
- (d) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Landlord;
- (e) smoke inside any building on the Premises; or
- (f) pollute or contaminate the Premises by garbage, waste matter, oil and other pollutants.

(3) Sale of Alcohol

The Tenant will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises unless permitted under the *Liquor Control Act 1988*, *Liquor Licensing Regulations 1989* and any other relevant written laws.

7.2 No warranty

The Landlord gives no warranty as to the use of the Premises; or that the Landlord will issue any required consents, approvals, authorities, permits or licences.

8. Alterations

8.1 Restriction

The Tenant must not permit any alteration, addition or improvements to or demolish any part of the Premises, without:

- (a) prior written consent from the Landlord;
- (b) planning or building approval under a local planning scheme of the Tenant (if required); and
- (c) prior written consent from any other person or agency from whom consent is required.

9. Landlord's right of entry

9.1 Entry on Reasonable Notice

The Tenant must permit entry by the Landlord or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice in order to:

- (a) inspect the Premises; or
- (b) carry out work that the Landlord considers necessary (without compensation to the Tenant for inconvenience) noting that the Landlord will ensure that as little inconvenience is caused to the Tenant as is reasonable possible.

9.2 Costs of Rectifying Breach

All costs and expenses incurred by the Landlord as a result of the Landlord or Authorised Persons entering the premises to inspect or carry out works because of any breach of the Lease by the Tenant, will become a debt due to the Landlord and payable by the Tenant on demand.

10. Report to Landlord

The Tenant must report to the Landlord promptly in writing or in an emergency, verbally:

- (a) vandalism and damage (or situations that are likely to cause vandalism or damage) to the Premises; and
- (b) all written correspondence received by the Tenant and which affect the Premises and which the City as the owner of the premises ought to be notified of.

11. Default

11.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 30 days after a Notice has been given to the Tenant that an amount is outstanding;
- (b) the Tenant does not rectify a breach of a Tenant Covenant after 30 days from receiving a Notice requesting the Tenant to rectify the breach;
- (c) the Tenant association is wound up whether voluntarily or otherwise;
- (d) the Tenant passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use of the Premises permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Tenant under this Lease;
- (f) any execution or similar process is made against the Premises or the Tenant's property; or
- (g) the Premises are vacated, or otherwise not used, in the Landlord's reasonable opinion, for the Permitted Purpose for a 6 month period.

11.2 Forfeiture

- (1) On the occurrence of any of the events of default specified in **clause 11.1** the Landlord may:
 - (a) without Notice enter the Premises and on re-entry, the Term will immediately end; or
 - (b) issue a Notice to the Tenant, which provides that the Term has ended from the date the Notice is given; or
 - (c) issue a Notice to the Tenant, which provides that the Term has been converted to a holding period as described in **clause 13**.
- (2) The carrying out of the above actions does not affect the Landlord's rights in respect of any other breach by the Tenant or releases the Tenant from liability in respect of the breach.

11.3 Landlord may remedy breach

If the Tenant fails to:

- (a) pay an Amount Payable or breaches any of the Tenant's Covenants; and
- (b) the Landlord has given to the Tenant Notice of the breach; and
- (c) the Tenant has failed to rectify the breach within a reasonable time,

the Landlord may pay the money due as if it were the Tenant and the Tenant must pay to the Landlord on demand the Landlord's cost of remedying the breach.

12. Option to renew

If the Tenant (at least one month, but not earlier than 12 months prior to the date of the Further Term) requests in writing that the Lease be extended for the Further Term, the Landlord will grant the Further Term provided there is no existing default or breach by the Tenant.

13. Holding over

If the Tenant remains in the Premises after the Term (or Further Term) expires, the Tenant will be a monthly tenant on the same terms and conditions of this Lease provided there is no existing default or breach by the Tenant.

14. Termination

- (1) The Parties agree that either party may terminate this Lease:
 - (a) for any reason, upon 3 months' notice to the other (or any other period agreed by the Parties in writing); or
 - (b) if the Premises becomes wholly unfit for occupation because of damage, upon 2 months written notice to other party (or any other period agreed by the Parties in writing).

15. Removal of property from Premises

15.1 Remove property prior to termination

Prior to Termination, the Tenant must, in consultation with the Landlord, remove the Tenant's fixtures and fittings from the Premises to the absolute satisfaction of the Landlord, and promptly make good, to the satisfaction of the Landlord, any damage caused by the removal.

15.2 Landlord can remove property on re-entry

On re-entry the Landlord may dispose of any property (including the Tenant's property that was not removed by the Tenant in accordance with **clause 15.1**). The Tenant indemnifies the Landlord against all damage caused by the removal of and disposal of the property.

16. Assignment, Subletting, Charging and Hiring

16.1 Assignment or sub-letting without consent

- (1) The Tenant must not assign nor sub-let any part of the Premises without the prior written consent of the Landlord (which may be withheld in its absolute discretion).
- (2) If the Tenant wishes to assign or sub-let, and the Landlord consents, the Tenant must pay the Landlord all costs incurred by the Landlord as a result of the assignment or sub-let including costs associated with:
 - (a) enquiries made by the Landlord as to the respectability, responsibility and financial standing of the proposed assignee or subtenant;
 - (b) any consents required under this Lease or at law;
 - (c) preparation of any legal documents; and

- (d) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

16.2 Property Law Act 1969

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

16.3 No mortgage or charge

The Tenant must not mortgage nor charge the Premises.

16.4 Casual hire of Premises

(1) General

“Casual basis” in this clause means any hire of the Premises by the Tenant to a third party for a period of no more than 72 hours in any calendar month and does not include any formal sublease of the Premises.

(2) Conditions of Hire

- (a) The Tenant may hire out a part of the Premises on a casual basis only if:
 - (i) such hireable use is consistent with the Permitted Purpose;
 - (ii) the Tenant will use their best endeavours to ensure any hirer complies strictly with the relevant terms of this Lease (including this **clause 16.4**).
- (b) The Tenant must not hire out any part of the Premises at a higher rate than is charged by the City for comparable premises as required by the *Local Government Act 1995* and ‘The City of Kwinana’s Schedule of Fees and Charges’.
- (c) The City may request the Tenant to provide:
 - (i) facilities committee members report ; and
 - (ii) details of the hire fees charged by the Tenant,in each financial year of the Lease.

17. Disputes

- (1) If the Parties are in dispute and one party requires the dispute to be resolved, then that party must give the other party written notice of the details of the dispute (**Dispute Notice**).
- (2) Within 30 Business Days of a party receiving the Dispute notice, the Parties must meet and attempt to resolve the dispute and ensure each Parties’ authorised officers or delegates attend.
- (3) If the Parties are unable to resolve the dispute within 30 Business Days from the date of the Dispute Notice, then the dispute shall be determined by an arbitrator appointed under the *Commercial Arbitration Act 1985* and the cost of the arbitrator will be shared equally between the Parties.

18. Notice

- (1) A notice, consent, approval or other communication (each a **Notice**) must be in writing, signed by or on behalf of a person authorised to give it, addressed to the Party to whom it is to be given and sent by postal or electronic mail to that Party's address.
- (2) A Notice given to a party in accordance with **clause 18(1)** is deemed to have been given and received:
 - (a) if posted, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if emailed, (and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted), on the day of sending if a Business Day, otherwise on the next Business Day.

19. Miscellaneous

- (1) All things which the Landlord can do under this Lease may be done by the CEO, an officer or the agent, solicitor, contractor or employee of the Landlord.
- (2) This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.
- (3) If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.
- (4) This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.
- (5) Failure to exercise or delay in exercising any right in this Lease by a Party does not operate as a waiver of that right.

20. Additional Terms

Each of the terms specified in **Item 11** of the Schedule are part of this Lease and are binding on the Landlord and the Tenant as if incorporated into the body of this Lease.

Schedule

Item 1 Land and Premises

(a) Land

Lot 33 on Plan 13024, being the whole of the land comprised in Certificate of Title Volume 1557 Folio 299.

(b) Premises

The part of the Land which for identification purposes is hachured in Annexure 1 and includes all buildings, structures, alterations, additions and improvements on that part of the Land or erected on that part of the Land during the Term.

Item 2 Term

Five (5) years commencing on 1 June 2021 and expiring on 31 May 2026.

Item 3 Further Term

Five (5) years commencing on 1 June 2026 and expiring on 31 May 2031.

Item 4 Commencement Date

1 June 2021.

Item 5 Rent

\$111.00 annually.

Item 6 Rent Review

Not applicable.

Item 7 Permitted purpose

Purposes of a Community Centre and recreation reserve and include, but are not limited to the following uses available to the community:

- i. Wandi Play Group;
- ii. Wandi Wood Workers Club;
- iii. Equestrian Centre;
- iv. Medieval Groups;

Boxing Gym and uses reasonably associated with an abovementioned use.

Item 8 Public liability insurance

Twenty Million Dollars (\$20,000,000.00) in respect of any one claim or such greater amount as the Landlord may require.

Item 9 Internal Painting Dates

At the expiry of the Term (or Further Term), unless otherwise provided by the Landlord to the Tenant in writing.

Item 10 Notice Details

Landlord

The City of Kwinana (ABN 13 890 277 321)
Address: PO Box 21 Kwinana WA 6966
Email: Property.Management@kwinana.gov.wa.au

Tenant

Wandi Progress Association of Western Australia Inc. (ABN 12 841 190 317)
Address: 302 de Haer Road Wandi WA 6167
Email: wandiprogess@gmail.com

Item 11 Additional terms and covenants

11.1. Liquor licence

The Tenant agrees that if a licence or permit is granted under the *Liquor Control Act 1988* it must:

- (a) comply with any licence or permit requirements at its cost and where any alteration is required to the Premises **clause 8** will apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor; and
- (c) indemnify and keep indemnified the Landlord from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

11.2. Provision of information

The Tenant must provide the Landlord, annually, with:

- (a) a copy of the Tenant's annual statement of accounts for each year;
- (b) advice of any changes in its office holders;
- (c) facilities committee members report per **clause 16.4(2)(c)**; and

- (d) the Annual General Meeting minutes and associated reports and any other information reasonably required and requested by the Landlord.

Signing page

EXECUTED BY THE PARTIES AS A DEED on the

day of

2019

THE COMMON SEAL of **CITY OF KWINANA**
(ABN 13 890 277 321) was affixed in the
presence of:

Signature of Mayor

Print Full Name

Signature of Chief Executive Officer

Print Full Name in BLOCK LETTERS

THE COMMON SEAL of **WANDI PROGRESS
ASSOCIATION OF WESTERN AUSTRALIA
INC.** (ABN 12 841 190 317) was hereunto affixed
pursuant to the constitution of the Tenant in the
presence of each of the undersigned each of
whom hereby declares by the execution of this
document that he or she holds the office in the
Tenant indicated under his or her name-

Signature of Office Holder

Signature of Office Holder

Name of Office Holder in BLOCK LETTERS:

Name of Office Holder in BLOCK LETTERS:

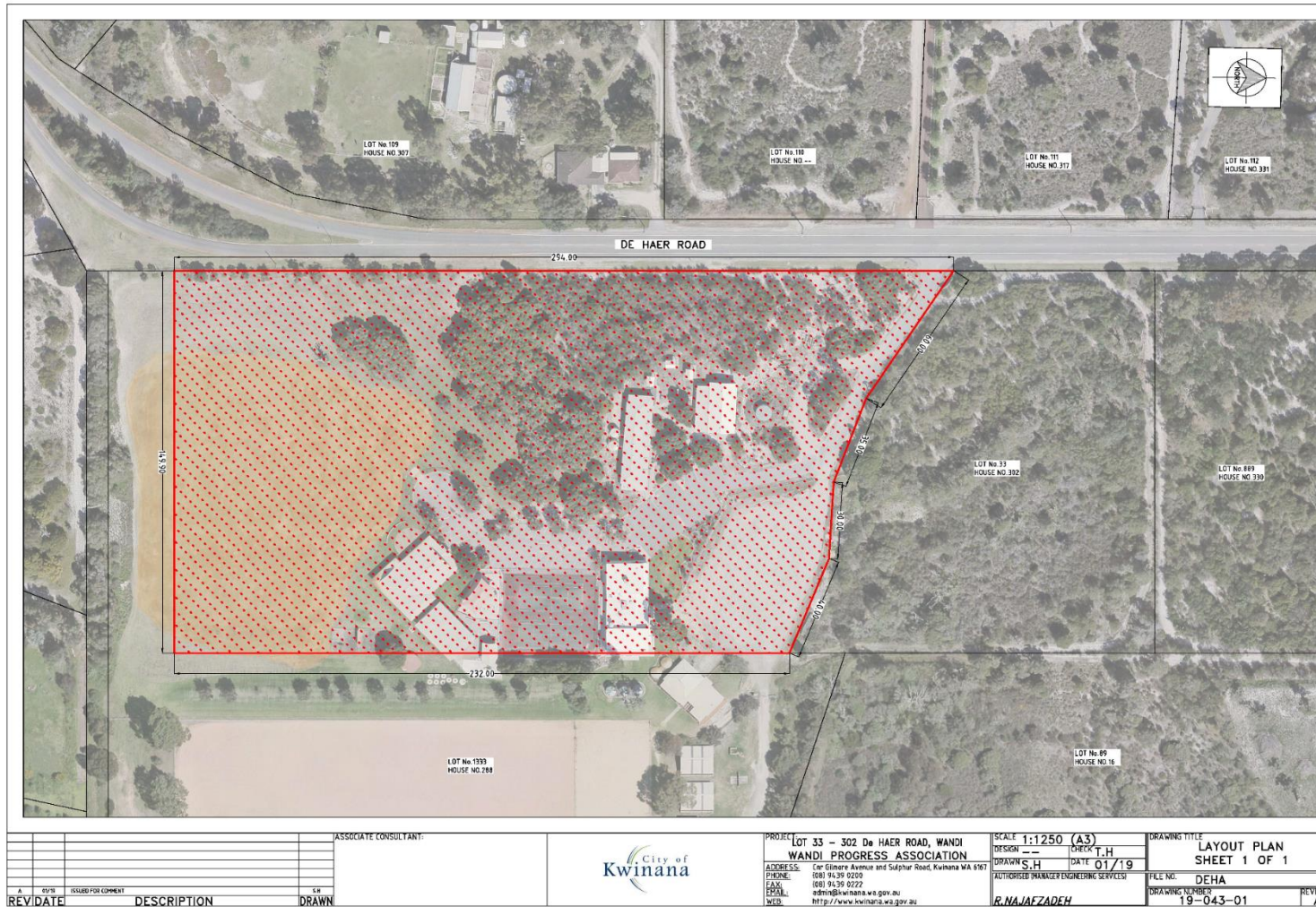
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



Annexure 2 - Maintenance Schedule

Maintenance Type	Landlord	Tenant
General		
All Structural Repairs	Yes	No
Cleaning & Cobweb Removal (Hygienic & tidy condition at all times)	No	Yes
Supply of Sanitary Bins, Paper Towel, Soap & Dispenser and Toilet Paper.	No	Yes
Vermin Control (Rats, Insects etc)	Yes (white ant inspection only)	Yes
Vandalism / Graffiti	Yes (<i>external only</i>)*	Yes (<i>internal only</i>)*
Windows	Yes	Yes <i>Malicious damage by patrons only</i>
Emergency Exit Lighting & Doors, Public Safety & Compliance.	Yes	Yes (<i>only where found to be illegally locked, costs for reinstatement of access to be the Tenant's responsibility</i>)
Fire Extinguishers & Hoses Maintenance and Replacement *	Yes	No
Security Monitoring & Equipment	Yes	Yes (for cost of the line rental only)
Oven & Exhaust Vent	Yes (Replacement only)	Yes
Kitchen Appliances (i.e. Fridges, Toasters etc)	No	Yes
Ceiling / Roof		
Ceiling	Yes (<i>Structural repairs</i>)	Yes (<i>excluding structural repairs</i>)
Roof (including leaks, broken tiles etc)	Yes	No
Gutters & Downpipes Cleaning and Replacement	Yes	No
Air-conditioning / Heating (Servicing)	Yes	No

Air-conditioning Vents	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Exhaust Fans	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Walls (internal / external)		
Walls	Yes <i>External</i>	Yes (<i>to be washed down as required and painted as per Lease</i>) <i>Internal</i>
Window Cleaning	No	Yes (<i>including tracks and flyscreens</i>)
Security Screens	Yes (<i>repair only</i>)*	Yes (<i>cleaning only</i>)
Flyscreens	Yes (<i>repair only</i>)*	Yes (<i>cleaning only</i>)
Doors (<i>external</i>)	Yes*	Yes (<i>cleaning only</i>)
Doors (<i>internal</i>)	No	Yes
Locks	Yes <i>External</i>	Yes <i>Internal</i>
Replacement Keys	No	Yes
Internal Painting	Yes <i>Except Touch-ups</i>	Yes (<i>touch ups and repairs as per Lease</i>) <i>Additional painting requires prior Landlord approval</i>
External Painting	Yes <i>As required</i>	No
Cupboards	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Blinds / Curtains	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Mirrors	No	Yes
Honour Boards / Notice Boards	No	Yes
Annexure 2 – Maintenance Obligations (cont.)		
Maintenance Type	Landlord	Tenant
Floors		
Carpet**	Yes Replacement if damaged under an insurable event	Yes <i>Keep in clean condition</i>

Tiled Floors	Replacement if damaged under an insurable event or no longer serviceable	Keep in clean condition
Vinyl Floors	Replacement if damaged under an insurable event or no longer serviceable	Keep in clean condition
Timber floors	Major maintenance and replacement if damaged under an insurable event or no longer serviceable	Keep in clean condition
Electrical		
Fittings (lights, power points, switches)	Yes <i>Replace and Repair</i>	Yes <i>Cleaning only</i>
Replacement of Globes	Yes External	Yes* Internal
Costs for additional points	Yes <i>External</i>	Yes* <i>Internal</i>
Testing and Tagging	Yes	No
Wiring (Excluding damage or use causing overloading).	Yes	Yes Overloading
<i>Electrical work (excluding Non fixtures) undertaken by Tenant's electrical contractor must be approved by the City of Kwinana prior to works commencing.</i>		
Plumbing		
Replacement of Fixtures & Cisterns	Yes <i>Blockages caused by roots*</i>	Leaking Taps & Cisterns <i>Minor repairs only</i>
Hot Water System	Yes <i>Replacement and Maintenance</i>	No
Sewage Treatment Units	Yes <i>Servicing and Maintenance</i>	No
Rainwater Collection and Storage	Yes <i>Maintain Tanks, Pumps, Pipes And Water replenishment if system failure</i>	Yes <i>Water Replenishment unless System Failure</i>
Water Supply	No	Yes

External		
Security Lighting	Replacement including time clocks & photoelectric cells Replacement of globes	No
Gardens	Yes	No
Weed Control	Yes	No
Ladder Point Inspection	Yes	No
BBQs	Yes <i>Cleaning, Repair, Maintenance</i>	Yes <i>Inspection and cleaning</i>
Perimeter Fencing	Replacement or Repair (i.e. stand alone facilities surrounding residences) Replacement or repair*	No
Reticulation	Yes <i>Inspection, Repair and Replacement</i>	No
Water Bore	Yes <i>Repair and Replacement</i>	No
Playground and Equipment		
Play Sand and Surrounds	Yes <i>Cleaning and Replacement of Sand</i>	No
Play Equipment	Yes <i>Basic equipment Maintenance</i>	Yes <i>Repair and Replacement</i>
Tennis Courts	Yes	Yes (Management and Net replacement)
Special Items		
Air Dust Extraction Vents and associated fencing, if any.	No	Yes <i>Maintenance only</i>

* Any damage to the building internally by misuse or any replacements will be fixed by Tenant. If replacement is undertaken by Landlord, all costs will be charged to the Tenant.

** If evidence cannot be presented to demonstrate that the Tenant has fulfilled their obligations contained under this condition then the responsibility to undertake the replacement will be that of the Tenant.