



**LOCAL
GOVERNMENT
LEGAL**

LOCAL GOVERNMENT LEGAL

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Our Ref: PC:CC:170226

Your Ref: 03/0096

4 April 2018

The General Manager
Singleton Council
PO Box 314
SINGLETON NSW 2330

Attention: Larissa Bourke

Dear General Manager

Lease to Ourcare Services Limited
Premises: Community Services Centre 1-3 Bathurst Street, Singleton

We refer to the above matter.

Please now find **attached** the following documents:-

1. Lease in duplicate bearing registered number AN217272D;
2. Certificate of Title Torrens Title Reference 1/1151446.

Kindly acknowledge receipt by return email.

Yours faithfully
Local Government Legal

Peter Caldwell
Special Counsel
Encl.



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Legal practitioners employed by Local Government Legal are members of the scheme.

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LEASE
New South Wales
Real Property Act 1900



AN217272D

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased
Part 1/1151446 being the premises known as Community Services Building at 1-3 Bathurst Street, Singleton,
NSW 2330

(B) LODGED BY

Document Collection Box 268D	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS - INFOTRACK LLP: 132579W Reference: <u>HUNTER - 421208</u>	CODE L
---	--	----------------------

(C) LESSOR

SINGLETON COUNCIL ABN 52 877 492 396

(D)

The lessor leases to the lessee the property referred to above.

Encumbrances (if applicable):

(E) LESSEE

OURCARE SERVICES LIMITED ACN 156 484 927

(F)


TENANCY:

(G)

- 1. TERM:** Five (5) years
- 2. COMMENCING DATE:** 1 July 2017
- 3. TERMINATING DATE:** 30 June 2022
- 4.** With an **OPTION TO RENEW** for a period of N.A. ~~set out in~~
- 5.** With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6.** Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
- 8.** Incorporates the provisions set out in registered **LEASE** No. A1754722A
- 9.** The **RENT** is set out in item No. 6 of clause 2 of Annexure A

DATE:

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

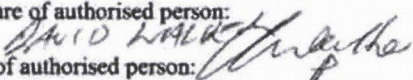
Corporation: Singleton Council ABN 52 877 492 396
Authority: Resolution of the Council dated 16 October 2017
Signature of authorised person: 

Name of authorised person: Susan Rosalie Moore
Office held: Mayor


Signature of authorised person: 

Name of authorised person: Jason Linnane
Office held: General Manager

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Ourcare Services Limited ACN 156 484 927
Authority: section 127 of the Corporations Act 2001
Signature of authorised person: 

Name of authorised person: David L. Walker
Office held: Director / PRESIDENT

Signature of authorised person: 

Name of authorised person: Kon M. M. M.
Office held: Director / Secretary

(I) **STATUTORY DECLARATION ***

I

solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence _____ of _____

- ☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor
☐ Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using the identification document and the document I relied on was a _____

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A

This page and the following page is the annexure referred to in the Lease

BETWEEN SINGLETON COUNCIL
ABN 52 877 492 396

(Lessor)

AND OURCARE SERVICES LIMITED
ACN 156 484 927

(Lessee)

DATED

1. Incorporation of Lease Registered No. AI754722A

The parties agree and acknowledge that except as provided for below this Lease shall be subject to the covenants terms and conditions set out in Annexure 'A' of the Lease Registered No. AI754722A in respect of the Premises (the '**Provisions**') and the parties are to observe and perform the Provisions as if the Provisions had been fully set out in length, subject only to the variations contained in clause 2.

2. Variation of Lease

The Lessor and Lessee agree that for the purposes of this Lease Annexure 'A' Lease Registered No. A1754722A is varied as follows:

a. Clause 1.1 – Definitions

The definition of 'Report' is amended to read as follows:

'Report' means the report commissioned by the Lessor at the commencement of Lease No. AI754722A which details the state of the Premises'.

b. Clause 10.2 – Repair of Premises

Clause 10.2(a)(2)(A) is amended as follows:

'at least once every 8 years from the Occupation Date;'

c. Item 2 of Schedule 1 'Reference Schedule'


The item is deleted and replaced with the following:

***Item 2: Lessor**

Name: Singleton Council
ABN: 52 877 492 396
Address: 12-14 Queen Street, Singleton, NSW 2330
Email: mgrima@singleton.nsw.gov.au
Attention: Megan Grima

d. Item 4 of Schedule 1 'Reference Schedule'

The item is deleted and replaced with the following:



SR mode

Chick
H. A. L. L.

'Item 4: Premises

Community Services Building
1-3 Bathurst Street, Singleton, NSW 2330'

e. Item 5 of Schedule 1 'Reference Schedule'

The item is deleted and replaced with the following:

'Item 5: Term

- (a) Five (5) years
- (b) Commencing Date 1 July 2017
- (c) Terminating Date 30 June 2022'

f. Item 6 of Schedule 1 'Reference Schedule'

The item is deleted and replaced with the following:

'Item 6: Rent

\$34,200 + GST per annum, payable at \$2,850 + GST per month'

g. Item 7 of Schedule 1 'Reference Schedule'


The item is deleted and replaced with the following:

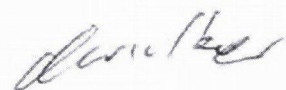
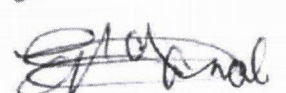
'Item 7: (a) Review Dates	(b) Type of Review
1 July 2018	CPI
1 July 2019	CPI
1 July 2020	CPI
1 July 2021	CPI'

h. Item 9 of Schedule 1 'Reference Schedule'

The item is deleted and replaced with the following:

'Item 9: Public liability insurance
\$20 Million'


SPmode

Certified correct for the purposes of the Real Property Act 1900

The Common Seal of
SINGLETON COUNCIL was hereunto
affixed this 13th day of March 2018)
in pursuance of a Resolution of Council)
dated the 16th day of October 2017)



SR Moore

Signature of Mayor

[Signature]

Signature of General Manager

SUSAN ROSALIE MOORE

Print name of Mayor

JASON LINNANE

Print name of General Manager

Executed by Ourcare Services
Limited ACN 156 484 927 in
Accordance with section 127 of the
Corporations Act 2001 (Cth) by:

[Signature]

Signature of Director

[Signature]

Signature of Director/ Secretary

DAVID CHRISTOPHER WALKER

Print name of Director

KEN ALWISON McDONALD

Print name of Director/ Secretary

Form: 07L
Release: 4.5
Licence: 01-05-028
Licensee: LEAP Legal Software Pty Limited
Firm name: Local Government Legal

LEASE
New South Wales
Real Property Act 1900



AN217272D

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased
Part 1/1151446 being the premises known as Community Services Building at 1-3 Bathurst Street, Singleton, NSW 2330

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
268D	SYDNEY LEGAL AGENTS - INFOTRACK LLP: 132579W Reference: <u>HUNTER - 421208</u>	L

(C) LESSOR

SINGLETON COUNCIL ABN 52 877 492 396

(D)

The lessor leases to the lessee the property referred to above.

Encumbrances (if applicable):

(E) LESSEE

OURCARE SERVICES LIMITED ACN 156 484 927

(F)

TENANCY:


(G)

- TERM:** Five (5) years
- COMMENCING DATE:** 1 July 2017
- TERMINATING DATE:** 30 June 2022
- With an **OPTION TO RENEW** for a period of N.A. ~~set out in~~
- With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
- Incorporates the provisions set out in registered **LEASE** No. A1754722A
- The **RENT** is set out in item No. 6 of clause 2 of Annexure A


S. Moore

DATE:

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

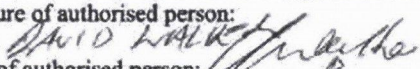
Corporation: Singleton Council ABN 52 877 492 396
Authority: Resolution of the Council dated 16 October 2017
Signature of authorised person: 

Name of authorised person: Susan Rosalie Moore
Office held: Mayor

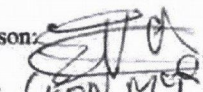
Signature of authorised person: 

Name of authorised person: Jason Linnane
Office held: General Manager

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Ourcare Services Limited ACN 156 484 927
Authority: section 127 of the Corporations Act 2001
Signature of authorised person: 

Name of authorised person: David Walker
Office held: Director / PRESIDENT

Signature of authorised person: 

Name of authorised person: Kon Meyer
Office held: Director / Secretary

(I) **STATUTORY DECLARATION ***

I

solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at

in the State of New South Wales on

in the presence

of

☐ Justice of the Peace (J.P. Number: _____)

☐ Practising Solicitor

☐ Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using the identification document and the document I relied on was a

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A

This page and the following page is the annexure referred to in the Lease

BETWEEN SINGLETON COUNCIL
ABN 52 877 492 396 (Lessor)

AND OURCARE SERVICES LIMITED
ACN 156 484 927 (Lessee)

DATED

1. Incorporation of Lease Registered No. A1754722A

The parties agree and acknowledge that except as provided for below this Lease shall be subject to the covenants terms and conditions set out in Annexure 'A' of the Lease Registered No. A1754722A in respect of the Premises (the 'Provisions') and the parties are to observe and perform the Provisions as if the Provisions had been fully set out in length, subject only to the variations contained in clause 2.

2. Variation of Lease

The Lessor and Lessee agree that for the purposes of this Lease Annexure 'A' Lease Registered No. A1754722A is varied as follows:

a. Clause 1.1 – Definitions

The definition of 'Report' is amended to read as follows:

'Report means the report commissioned by the Lessor at the commencement of Lease No. A1754722A which details the state of the Premises'.

b. Clause 10.2 – Repair of Premises

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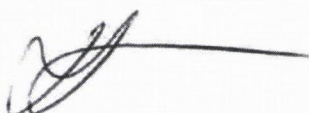
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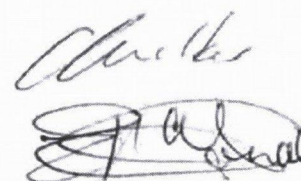
Name: Singleton Council
ABN: 52 877 492 396
Address: 12-14 Queen Street, Singleton, NSW 2330
Email: mgrima@singleton.nsw.gov.au
Attention: Megan Grima'

d. Item 4 of Schedule 1 'Reference Schedule'

The item is deleted and replaced with the following:



SRmode



'Item 4: Premises
Community Services Building
1-3 Bathurst Street, Singleton, NSW 2330'

c. Item 5 of Schedule 1 'Reference Schedule'

The item is deleted and replaced with the following:

'Item 5: Term
(a) Five (5) years
(b) Commencing Date 1 July 2017
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The item is deleted and replaced with the following:

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\$34,200 + GST per annum, payable at \$2,850 + GST per month'

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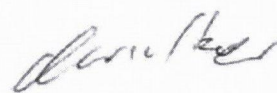
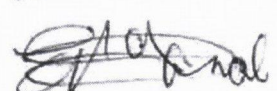
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1 July 2018	CPI
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1 July 2020	CPI
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\$20 Million'


SRmode

Certified correct for the purposes of the Real Property Act 1900

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SINGLETON COUNCIL was hereunto
affixed this 13th day of March 2018
in pursuance of a Resolution of Council
dated the 16th day of October 2017



SR Moore

Signature of Mayor

[Signature]

Signature of General Manager

SUSAN ROSALIE MOORE

Print name of Mayor

JASON LINNANE

Print name of General Manager

Executed by Ourcare Services
Limited ACN 156 484 927 in
Accordance with section 127 of the
Corporations Act 2001 (Cth) by:

[Signature]

Signature of Director

[Signature]

Signature of Director / Secretary

DAVID CHRISTOPHER WALKER

Print name of Director

KEN ALVISON McDONALD

Print name of Director / Secretary

AI 328573

Form: 07L
Licence: 01-05-028
Licensee: LEAP Legal Software Pty Limited
Firm name: Schmidt-Liermann Pty Ltd

LEASE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased
Part Lot 1 DP1151446 part being Senior Citizens Centre 1-3 Bathurst Street, Singleton

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any
Schmidt-Liermann Pty Ltd
PO Box 146, St Ives NSW 2075
Tel: (02) 8095 7977

Reference: JSL:14/0175/00

CODE

L

(C) LESSOR

SINGLETON COUNCIL ABN 52 877 492 693

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

Senior Citizens Centre Welfare Association Incorporated ABN 48 021 959 793

(F)

TENANCY:

(G)

1. TERM: 5 YEARS
2. COMMENCING DATE: 23/01/2015
3. TERMINATING DATE: 22/01/2020
4. With an OPTION TO RENEW for a period of N/A
5. With an OPTION TO PURCHASE set out in clause N/A of
6. Together with and reserving the RIGHTS set out in clause N/A of
7. Incorporates the provisions or additional material set out in ANNEXURE(S) "A" hereto.
8. Incorporates the provisions set out in N/A No.
9. The RENT is set out in clause No 2 of Annexure A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 22

[Handwritten signatures: "L. G. Goodwin" and "J. G. Goodwin"]
[Handwritten signature: "J. G. Goodwin"]

[Handwritten signature: "Attended"]

[Handwritten signature: "J. G. Martin"]

DATE:

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Singleton Council

Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person: See Execution clause
Annexure A

Office held:

Office held:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation:

Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person: See Execution clause
Annexure A

Office held:

Office held:

(I) **STATUTORY DECLARATION ***

I

solemnly and sincerely declare that—

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Made and subscribed at

in the State of New South Wales on

in the presence

of

☐ Justice of the Peace (J.P. Number:)

☐ Practising Solicitor

☐ Other qualified witness [specify]

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Signature of witness:

Signature of :

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

This is the annexure "A" referred to in the Lease between Singleton Council ABN 52 877 492 396 ("Lessor") and Singleton Senior Citizens Centre Welfare Association Incorporated ABN 48 021 959 793 ("Lessee")

Dated the day of 2014

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John House

John House
Singleton

J. Goodwin Attorney

J.A. Martin

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Agreement unless the contrary intention appears:

Accounting Period means either the calendar or financial year on which basis the Lessor's accounts are kept.

Associate has the meaning given to that term in the Corporations Law.

Building means the building known as the Senior Citizens Centre located on the Land and any other building and/or structures owned or controlled by the Lessor in connection with the Building existing now or which may be erected after the Commencing Date.

GST has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (C'wealth).

Increases in Lessor's Outgoings means the increases in the aggregate of the Lessor's Outgoings in an Accounting Period from that of the previous Accounting Period.

Item refers to the item in the Reference Schedule being the item number identified in the relevant clause.

Land means the whole of the land in the Certificate(s) of Title referred to on the cover page of this Lease.

Lessee includes the Lessee referred to on the cover page of this Lease and its approved assigns and where appropriate its employees, agents, contractors and invitees.

Lessee's Property means all the Lessee's fixtures, goods, plant and equipment brought on to the Premises.

Lessor includes the Lessor referred to on the cover page of this Lease and its assigns and where appropriate its employees and agents.

Lessor's Outgoings means the statutory outgoings, costs and expenses assessed, charged, imposed, levied, paid or payable by the Lessor in relation to the Building or the Premises and specified to include any council rates and charges, water and sewerage rates and charges as well as garbage services to the Premises.

Maintenance Schedule means the maintenance schedule of this Lease setting out the parties' additional maintenance obligations.

Policy means Council's "Lease of Council land and Building to Not For Profit Organisations" policy, being document No. 25041.1 as amended from time to time and includes any document replacing the same.

Premises means the Property Leased referred to on the cover page of this Lease and the Lessor's fixtures, goods, plant and equipment in, on or affixed to the Property Leased.



Redecorate includes repainting, revarnishing, repapering and recarpeting to the reasonable satisfaction of the Lessor, all parts of the Premises which were painted, varnished, papered or carpeted at the Commencing Date.

Reference Schedule means the Reference Schedule of this Lease.

Term means the Term referred to on the cover page of this Lease and any holding over period under this Lease.

- 1.2. The implied covenants and powers otherwise implied by virtue of Section 84 and 85 of the Conveyancing Act 1919 are expressly negated.
- 1.3. In this Lease;
 - (a) words denoting the singular include plural and vice versa; and
 - (b) headings are for convenience only and do not affect interpretation.
- 1.4. If, under the provisions of this Lease or under any notice or demand served pursuant to the provisions of this Lease anything is required to be done on a day which is not a business day, then the day for compliance is deemed to be the business day immediately following that day.
- 1.5. If either under the common law or by force of legislation, any provision of this Lease is or becomes legally ineffective then that provision is to be severed from the Lease which is otherwise to remain effective.
- 1.6. The provisions of this Lease are governed by and to be construed in accordance with, the laws of the State of New South Wales.
- 1.7. This Lease contains the whole of the agreement between the Lessor and the Lessee relating to the Premises and the lease of the Premises by the Lessor to the Lessee except to the extent of any inconsistency with the Policy.

2. RENT

- 2.1. The Lessee must pay to the Lessor, without deduction or set-off, the Annual Rent specified in **Item 1 (Rent)** (as adjusted) annually in advance in cleared funds as directed by the Lessor in writing.
- 2.2. The Rent in the first year of the Lease is payable on the execution of this Lease and is payable thereafter annually within 14 days of written notification by the Lessor to the Lessee of the amount of the Rent payable calculated pursuant to clause 3 below.

3. RENT REVIEW - CPI

- 3.1. The Rent will be reviewed on each Review Date specified in **Item 2**, to an amount represented by A in the following formula:

$$A = B \times C$$



Leasehold Property Services Pty Ltd is a company registered in Australia

D

Where:

- B = the Rent payable immediately before the Review Date;
- C = the Consumer Price Index ("the Index") (Sydney – All Groups) Number ("the CPI Number") as issued by the Australian Bureau of Statistics ("ABS") for the last quarter before the Review Date; and
- D = the CPI Number for the same quarter ending twelve (12) months before the Review Date.

If the Index is discontinued then, for the purposes of this clause, the CPI Number is to be the CPI Number of the price index which replaces the Index or, if there is no substitute then of any price index kept by the ABS which the Lessor may select at its absolute discretion ("the New Index") to which the Lessor may make the appropriate arithmetical adjustment for differences between the Index and the New Index, if required.

- 3.2. The Rent determined in accordance with this clause must not be lower than the Rent payable immediately prior to the Review Date.

4. PAYMENT OF OUTGOINGS

- 4.1. The Lessee is to pay for separately metered services to the Premises including but not limited to telephone, gas and electricity.
- 4.2. The Lessee must pay to the Lessor the percentage specified in **Item 3** of the Lessor's Outgoings, in respect of the Premises in the same manner as Rent is paid under **clause 2**.
- 4.3. The Lessor must make available to the Lessee a written expenditure statement of the actual Lessor's Outgoings, or the actual Increases in Lessor's Outgoings, for each six (6) month period of each Accounting Period, within one (1) month of the end of the relevant period.
- 4.4. The Lessor must give the Lessee a written report of the actual Lessor's Outgoings, or Increases in Lessor's Outgoings, for each Accounting Period ("the Report") within three (3) months of the end of the relevant period and if the Report relates to water, sewerage and drainage charges and local council rates and charges, then the Lessor must provide copies of all relevant documentation to support the imposition of the Lessor's Outgoings if requested by the Lessee.
- 4.5. If the Lessor's estimate of Lessor's Outgoings or Increases in Lessor's Outgoings is different to the actual Lessor's Outgoings or Increases in Lessor's Outgoings, paid during an Accounting Period then the parties must make an appropriate adjustment within one (1) month of the date when the Lessor provides to the Lessee a statement itemising the actual Lessor's Outgoings or Increases in Lessor's Outgoings.

5. OTHER PAYMENTS

The Lessee must also pay to the Lessor:

- 5.1. 50% of the Lessor's reasonable legal costs and disbursements in connection with the preparation of this Lease;
- 5.2. the registration fee for the registration of this Lease at Land and Property Information New South Wales applicable at the time of registration being an amount of \$107 for the financial year ending on the 30 June 2015;
- 5.3. interest on any money payable by the Lessee to the Lessor if more than fourteen (14) days overdue at the rate prescribed from time to time under Section 101 of the Civil Procedure Act, 2005 (as amended) or any succeeding legislation, at the date of demand, from the due date to the date of payment;
- 5.4. the Lessor's reasonable legal costs and disbursements of considering any application by the Lessee for Lessor's consent (whether or not given) and on any surrender of the Lease;
- 5.5. the Lessor's costs and disbursements, calculated on an indemnity basis, in connection with a default by the Lessee under this Lease including, but not limited to, enforcement costs;
- 5.6. at the same time as rent and other payments hereunder are payable under this Lease, any GST payable or collectable by the Lessor as a result of the imposition on the Lessee of the obligation to pay rent and such other payments under this Lease.

6. USE OF THE PREMISES

- 6.1. The Lessor makes no warranty as to the suitability of the Premises for the Use of the Premises specified in Item 5.
- 6.2. The Lessee must at its own cost:
 - (a) use the Premises only for the Use of the Premises specified in Item 5 during the Permitted Hours of Use specified in Item 4;
 - (b) provide reasonable access to the Premises for members of the community;
 - (c) comply with all laws and requirements of any relevant authority regulating the Use of the Premises including obtaining (and where relevant maintaining) any required consent(s) or license(s);
 - (d) keep the Premises clean and free of pest and vermin;
 - (e) notify the Lessor as soon as practicable of any contagious illnesses or structural defects requiring the urgent attention of the Lessor; and
 - (f) take all reasonable steps to secure the Premises against unlawful entry.



- (g) provide and maintain to the satisfaction of the Lessor or any relevant authority all improvements and all entrances and exits, roads, parking for vehicles, water, light and drainage connections, fencing, street and vehicle park lighting, railway facilities and other services and facilities as may be reasonably necessary for the performance by the Lessee of its obligations under this Lease or for the purposes for which the Lessee has entered into this lease.
- 6.3. The Lessee must not do anything in relation to the Premises which in the reasonable opinion of the Lessor is:
- (a) annoying, offensive or dangerous to other occupiers of the Building, the Land or to the owners or occupiers of land or buildings in the vicinity of the Premises;
 - (b) illegal; and/or
 - (c) liable to void any insurance in respect of the Premises or the Building or increase any insurance premium.
- 6.4. The Lessee must not:
- (a) use the toilet, sinks and drainage for any purpose other than that for which they were constructed;
 - (b) hold any auction, bankrupt, liquidation or fire sale on the Premises;
 - (c) overload the floors, walls or any service to the Premises;
 - (d) without the consent of the Lessor (which consent will not be withheld unreasonably):
 - (i) alter or carry out works to the Premises;
 - (ii) erect signs, notices, advertisements within or upon the Premises;
 - (iii) play music or operate loud speakers; and
 - (iv) gain access to the Premises or any part of it except by those entrances and exits provided by the Lessor.

7. LESSOR'S COVENANT AND RESERVATIONS

- 7.1. So long as the Lessee is not in breach of this Lease and subject to the rights of entry reserved under this Lease, the Lessee may occupy the Premises for the Term without interruption or disturbance by the Lessor.
- 7.2. The Lessor reserves the right to:
- (a) use the roof and/or external walls of the Building, including for the purposes of erecting and displaying advertisements and other signs;

- (b) pass services through, over, under or around the Premises and to access the Premises for the purpose of installing, maintaining, repairing and/or replacing those services;
- (c) deal with the Land including, but not limited to, the granting of easements or covenants;
- (d) convert the title of the Land to Strata Title or to subdivide the Land by way of a stratum subdivision;
- (e) carry out any building work to the Building or on the Land;

and the Lessee must do all that is reasonably necessary to enable the Lessor to exercise the rights reserved in this sub-clause including, but not limited to, the signing of consents.

- 7.3. In exercising any of its rights pursuant to clause 7.2 the Lessor must first consult with the Lessee as to the manner in which that right is or those rights are to be exercised, and in exercising any such rights must take reasonable endeavours to minimise any disruption which may be caused by the exercise of that right or those rights to the Lessee's business operation.

8. REPAIRS

8.1. The Lessor must:

- (a) use all reasonable endeavours to maintain essential services, if any, supplied to the Premises by the Lessor but will not be liable to the Lessee for any failure in essential services whatsoever, unless caused by the negligence, wilful act or omission of the Lessor; and
- (b) subject to clauses 8.2 and 8.3, maintain in a structurally sound condition the Premises and the Building.

8.2. The Lessee must:

- (a) keep the Premises in a good state of repair (fair wear and tear excepted) having regard to its condition as at the Commencing Date and comply with any notice served on the Lessee by the Lessor requiring the Lessee to carry out any repairs being the responsibility of the Lessee within, fourteen (14) days of the date of service;
- (b) maintain and repair all locks, doors, hinges, windows and window frames;
- (c) keep all drains and pipes unblocked;
- (d) keep clean all eaves of the Building;
- (e) replace blocked drains and pipes, missing or damaged wall and floor tiles, spent light globes, broken power points and faulty hot water systems, toilet pans, taps and door furniture;

- (f) replace any part of the Premises that wears out or breaks down and cannot be repaired other than the items that the Lessor must replace as specified in the Maintenance Schedule;
- (g) maintain all external surfaces of the Premises, including painting, maintaining pathways, fences, car parks and any brickwork;
- (h) maintain all building services including water supply, gas, sewerage and electrical);
- (i) maintain the external grounds to the Premises including all landscape features and external furniture (if any);
- (j) maintain any specialist ground surfaces and equipment such as playground equipment and synthetic surfaces;
- (k) maintain the timber flooring within the Premises in a good condition; and
- (l) Redecorate the Premises on the dates specified in Item 6.

8.3. Notwithstanding the provisions of clause 8.1(b), the Lessee must:

- (a) perform any structural work required to the Premises arising from the Use of the Premises (and following damage caused by a negligent or wilful act or omission of the Lessee) at the Lessee's cost but only in accordance with the written directions of the Lessor, and must not otherwise perform any structural works.
- (b) When applying for the Lessors consent to structural alterations the Lessee must submit drawings and specifications prepared by a qualified consultant approved by the Lessor. The Lessor can require:
 - (i) the alterations to be promptly carried out only by contractors and tradespeople approved by the Lessor using materials of the type, colour and size as the Lessor reasonably requires; and
 - (ii) the Lessee to submit to the Lessor, within 14 days after completion of the alterations, works as executed plans of the alterations prepared by the approved consultant.
- (c) The Lessee must pay all costs of the alterations including consultants' fees.

8.4. For the avoidance of doubt any structural works undertaken by the Lessee at the cost of the Lessee pursuant to clause 8.3, will constitute a capital improvement of the Premises and ownership of the same will vest in the Lessor subject to the Lessee assuming responsibility for the maintenance and repair of the same during the Term.

8.5. The parties' maintenance obligations are further described in the Maintenance Schedule and each party undertakes to meets its maintenance obligations as described in the Maintenance Schedule.



9. AIRCONDITIONING

9.1. If the airconditioning (if any) of the Premises is:

- (a) by a ducted system which services all or part of the Building ("the Airconditioning System"), then the Lessor will be responsible for the maintenance of the Airconditioning System for the purposes of clause 8.1(a); or
- (b) by a mobile or fixed unit which services the Premises only ("the Airconditioning Unit"), then the Lessee will be responsible for the maintenance of the Airconditioning Unit for the purposes of sub-clause 8.2(a).

10. RIGHT OF ENTRY

10.1. The Lessor may enter the Premises:

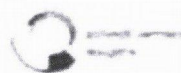
- (a) at all reasonable times, on first providing reasonable notice:
 - (i) to perform any obligation of the Lessor under this Lease;
 - (ii) to inspect the Premises; and
 - (iii) to show the Premises to prospective purchasers and/or lessees and in this regard to erect "For Sale" signs at any time and "To Let" signs no earlier than six (6) months before the "Terminating Date".
- (b) at any time:
 - (i) in the case of an emergency; or
 - (ii) to rectify any default by the Lessee including, but not limited to, any failure by the Lessee to comply with a notice served under clause 8.2(a), the cost of which rectification will become immediately payable by the Lessee to the Lessor.

11. DEALINGS WITH THE INTEREST OF PARTIES UNDER THIS LEASE

11.1. The Lessor may assign or transfer its interest under this Lease to any third party, at any time, at which time the Lessor will be released from any obligation to the Lessee under this Lease.

11.2. The Lessee must not sub-let, grant a license or concession in respect of, or part with possession of any part of the Premises, or transfer, assign, mortgage, charge or otherwise encumber the Lessee's interest under this Lease without the written consent of the Lessor which consent may be withheld at the Lessor's absolute discretion acting reasonably and otherwise in accordance with the Policy.





- 11.3. For the purposes of this clause, the Lessee, if a company, is deemed to have transferred or assigned its interest where there has been an effective change in the ownership and/or control of the Lessee.

12. INSURANCE

- 12.1. The Lessee must effect and maintain the following insurances in respect of the Premises:

- (a) Public and products liability insurance in an amount for each accident or incident, not less than the sum specified in **Item 7**, or such other sum as the Lessor may specify by notice in writing to the Lessee;
- (b) damage or destruction from any cause to or of the Lessor's improvements and contents for their full insurable value (as reasonably determined from time to time by the Lessor) but not including the Building);
- (c) plate glass;
- (d) workers compensation covering all workers with a common law extension or endorsement in an amount approved by the Lessor;
- (e) loss of the Lessee's goods, fixtures and fittings as a result of burglary for the full insurable value of those items (**Contents Insurance**); and
- (f) any other insurance reasonably required by the Lessor.

- 12.2. The Lessor can from time to time specify a reasonable value for the purpose of clause 12.1(b) by notice given to the Lessee.

- 12.3. The Lessee must produce to the Lessor evidence of the currency of the insurances effected in accordance with clause 12.1, annually or on demand.

- 12.4. The insurance policies effected pursuant to this clause must note the interest of the Lessor in the insurance so effected or be in the joint names of the Lessor and the Lessee.

- 12.5. The policy referred to in clause 12.1(a) must cover the Lessor and the Lessee and their employees, agents and invitees.

- 12.6. The Lessee must not terminate a policy in clause 12.1 without giving the Lessor at least 14 days' prior notice

- 12.7. The Lessee must allow the Lessor, by payment of the premium, to maintain the policy if the Lessee fails to do so.

- 12.8. If the Lessor pays any insurance premium which the Lessee has failed to pay, the Lessor can recover the amount of the premium from the Lessee as a debt in any court of competent jurisdiction.

- 12.9. The Lessee may seek to insure the Building and if it does so the Lessor may provide an offset for the cost of insurance against the Rent.

13. **DEFAULT**

13.1. The Lessor may terminate this Lease and/or take or demand possession of the Premises if:

- (a) the Lessee repudiates the Lease;
- (b) the Lessee breaches an Essential Term of this Lease as defined under sub-clause 13.2;
- (c) the Lessee fails to comply with a term of this Lease which is not an Essential Term, where the failure to comply:
 - (i) can be remedied but is not remedied within a reasonable time of receipt of a written request from the Lessor;
 - (ii) cannot be remedied but can be compensated for and the Lessee fails to pay compensation within a reasonable time of a request for compensation; or
 - (iii) cannot be remedied or compensated for; or
- (d) a receiver, receiver and manager, administrator, provisional liquidator or liquidator is appointed in respect of the Lessee or any of its property.

13.2. "Essential Term" includes:

- (a) Clause 2 – the payment of Rent within fourteen (14) days (even if late payment is accepted);
- (b) Clause 4 – the payment of Outgoings;
- (c) Clause 6 – the Use of the Premises;
- (d) Clause 8 – the Lessee's obligation to effect repairs to the Premises;
- (e) Clause 11 – the provisions relating to dealings with the Lessee's interest under this Lease; and
- (f) Clause 12 – the Lessee's obligations to effect and maintain policies of insurance.

13.3. In the case of a breach by the Lessee of an Essential Term then, in addition to the rights of the Lessor under clause 13.1, the Lessor can recover damages for any loss suffered in respect of the Term, subject to any obligation on the Lessor to mitigate such loss.

13.4. If the Lessee is in default under this Lease including the breach of an Essential Term, then any demand of or acceptance from the Lessee by the Lessor of any late payment of Rent, percentage of Lessor's Outgoings or Increases in Lessor's Outgoings or any other money due by the Lessee to the Lessor under this Lease does not:



- (a) constitute a waiver of the Lessee's obligations to make these or any future payments; or
- (b) prevent the Lessor from exercising its rights under this Lease, including of enforcement and termination.

14. INDEMNITY

14.1. The Lessee indemnifies the Lessor in respect of:

- (a) any liability or loss arising out of and any costs incurred at any time whatsoever as a result (directly or indirectly) of a breach of any term or condition of this Lease by the Lessee; and
- (b) any claim, demand or liability for any loss or damage to anything or any injury to or death of any person occurring on or near the Premises, unless caused by the negligence or a wilful act or omission of the Lessor.

14.2. The Lessee occupies, uses and keeps the Premises at the risk of the Lessee and releases, to the extent permitted by Law the Lessor, the Lessor's employees and agents from any liability or obligation to the Lessee (or any person claiming through the Lessee) in respect of any accident, damage, loss (including financial loss), death, injury, costs or expenses occurring in, or outside, the Premises arising by reason of the grant of this Lease, or out of or in connection with the possession or use of the Premises by the Lessee unless caused by the negligence or wilful act or omission of the Lessor.

14.3. The Lessor is not liable for any injury or damage arising from the overflow or leaking of water supply or rainwater into the property or arising from any defects in the gas, electricity, telephone, water or sewerage connections or any fittings or appliance used in conjunction with those connections.

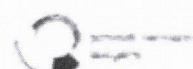
14.4. The provisions of this clause will continue to apply notwithstanding the expiry or earlier termination of this Lease.

15. DAMAGE

15.1. If the Premises are damaged the Lessee is not liable to pay to the Lessor Rent or other money otherwise payable under this Lease (or a proportion of Rent or other money otherwise payable under this Lease) attributable to any period in which the Premises cannot be used or are inaccessible due to that damage, unless that damage was caused by the negligence or a wilful act or omission of the Lessee.

15.2. If the Lessor notifies the Lessee in writing that it does not intend to repair the damage to the Premises, either party may terminate this Lease by seven (7) days' notice in writing.

15.3. If the Lessor fails to repair the Premises within a reasonable time of the Lessee requesting it to do so in writing, the Lessee may terminate this Lease by seven (7) days' notice in writing.



- 15.4. The provisions of sub-clause 15.1 do not prevent the Lessor from recovering any loss or damages from the Lessee in respect of any damage to which this clause applies.

16. RIGHTS ON EXPIRY OR TERMINATION

- 16.1. If, with the consent of the Lessor, the Lessee remains on the Premises after the Termination Date, the Lessee will do so on a monthly tenancy on the same terms and conditions of this Lease (Monthly Tenancy) which may be terminated by either party by one (1) months' notice in writing.
- 16.2. Under the Monthly Tenancy the Lessee must pay the same Rent and percentage of Lessor's Outgoings or percentage of Increases in Lessor's Outgoings in the same manner as was payable immediately prior to the expiration or termination of this Lease.
- 16.3. If on expiry or termination of this Lease the Lessee does not become a tenant under clause 16, then the Lessee must vacate the Premises and remove the Lessee's Property from the Premises.
- 16.4. If the Lessee fails to remove the Lessee's Property in accordance with the requirements of this clause, it becomes the property of the Lessor who may keep it or dispose of it and recover from the Lessee the cost of such removal or disposal.

17. RULES AND REGULATIONS

- 17.1. The Lessor may from time to time promulgate rules and regulations not inconsistent with or in derogation of the rights of the Lessee hereunder relating to:
- (a) the use safety care and cleanliness of the Premises or the Land;
 - (b) the preservation of good order therein;
 - (c) the comfort of persons lawfully using the same;
 - (d) the location and storage of garbage and refuse pending its removal;
 - (e) the policing and regulating of traffic and the parking of motor vehicles on the Premises or the Land;
 - (f) the external appearance of the Premises and the Land.

Any such rules and regulations not inconsistent with or in derogation of the rights of the Lessee may from time to time be repealed amended or added to at the discretion of the Lessor and upon notice in writing thereof under the hand of the Lessor or its authorised agent being given to the Lessee shall be and become as binding upon the Lessee as if the same were expressly set forth herein as covenants on the part of the Lessee.

18. POWER OF ATTORNEY

18.1. The Lessee appoints the Lessor as the Lessee's attorney.

18.2. This power of attorney is:

- (a) irrevocable by the Lessee;
- (b) granted by the Lessee for valuable consideration to secure performance of the Lessee's Obligations under this Lease and the Lessor's proprietary interest as Lessor; and
- (c) exercisable by the Lessor when the Lessee is in default under this Lease.

18.3. This Power of Attorney is limited to permit the Lessor to take any action to protect the Lessor's interest under this Lease and in the Building, the Premises and the Land and to comply with any obligations of the Lessee under this Lease.

19. NOTICE

19.1. A notice given by one party to another must be in writing and is properly given if it is:

- (a) left at the other parties address;
- (b) sent by pre-paid mail to that other party's address; or
- (c) transmitted by facsimile to that other party

19.2. A notice given to a party in accordance with this clause is treated as having been received by a party:

- (a) when delivered (if left at that party's address);
- (b) on the second business day after posting (if sent by pre-paid mail); or
- (c) on confirmation of correct transmission, if transmitted, by facsimile.

19.3. Each party's address and facsimile number is the address and facsimile number of that party specified in **Item 8** or such address and facsimile number notified by that party to the other party from time to time.

20. DISPUTE RESOLUTION

20.1. All disputes or differences arising out of this Lease will be resolved in accordance with this clause 20, unless:

- (a) a party is seeking urgent interlocutory relief or a remedy where a delay in commencing proceedings in Court could prejudice the party's entitlement to seek that remedy;



- (b) an incident has arisen that requires urgent resolution which mediation might not resolve; or
- (c) the process in the remainder of this clause 20 has been exhausted.

20.2. Notice of Dispute

Either party may at any time, notify the other party in writing that there is a dispute or difference concerning any matter in this Lease. That Notice must:

- (a) identify the subject matter of the dispute;
- (b) identify the relevant provisions of this Lease;
- (c) annex copies of any correspondence, or background material and information relevant to that dispute; and
- (d) contain any particulars of quantification of the dispute.

20.3. Parties to Confer

The parties must, within twenty-one (21) days of the service of the Notice, meet in an attempt to discuss, and to reach a mutually acceptable decision, on the matter of the dispute.

20.4. Referral to Mediation

If:

- (a) the matter in dispute is not settled within ten (10) business days of the meeting referred to in the preceding paragraph, or such later date as the parties may agree; or
- (b) either party refuses to attend a meeting in accordance with clause 20.3; then
- (c) the difference or dispute must be the subject of a mediation administered by the Australian Commercial Dispute Centre (ACDC) conducted and held in accordance with the mediation rules of the ACDC in force at the time of the appointment of a mediator.

20.5. The mediator will be appointed:

- (a) by the parties, from a panel suggested by the ACDC within twenty-eight (28) days of the referral of the difference or dispute for mediation; or
- (b) if a mediator is not appointed by agreement within that period, by the Secretary-General of the ACDC at the request of either party.

20.6. The costs of and associated with formal mediation before a mediator under this clause are to be paid by the parties to the mediation in such proportions as they may agree among themselves or, failing agreement, in equal shares.



21. ACKNOWLEDGEMENT OF COUNCIL CONTRIBUTION

- 21.1. The Lessee agrees to acknowledge any contribution of the Lessor to the Lessee including without limitation any contribution by way of subsidy of Rent in the Lessee's annual report, other publications and as part of any advertising and community event.

22. REPORTING

- 22.1. The Lessee agrees to report annually to the Lessor on key performance indicators relating to the Use of the Premises and the Lessee's activities in such format and detail as reasonably requested by the Lessor.
- 22.2. The Lessee agrees to allow the Lessor to undertake an annual inspection of the Premises on reasonable notice.

23. GENERAL

23.1. Entire Agreement

This Lease is the entire agreement between the parties on the subject matter. All representations, communications and prior agreements with respect of the subject matter are merged in, and superseded by, this Lease.

23.2. Survival Indemnities

Each indemnity in this Lease is a continuing obligation, which is independent from the other obligations of the indemnifying party, and which survives termination of this Lease.

23.3. No Waiver

No failure or delay by another party in exercising any right, power or remedy under this Lease will operate as a waiver of any breach of default by the other party. A single, or partial, exercise of any right, power or remedy does not prevent any further, or other, exercise of any right power or remedy.

23.4. Agent

The Lessor may by notice in writing appoint any person to act as its agent in relation to all or any of the rights and functions of the Lessor under this Lease.

24. GST

If GST or similar value added tax is imposed on any supply under or in accordance with this Lease, the amount payable for that supply is increased by the amount of that GST. The party seeking payment must provide a GST tax invoice (or any other

thing required under any legislation) in the form required, and in the time provided for, by the relevant legislation.

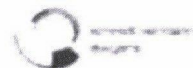


REFERENCE SCHEDULE

ITEM 1	ANNUAL RENT (Clause 2) Nominal Rent Category being an amount of \$458.00 plus GST
ITEM 2	REVIEW DATE(S) – CPI (Sub-Clause 3.1(a)) Annually- on anniversary of commencement date
ITEM 3	PERCENTAGE OF LESSOR'S OUTGOINGS (Clause 4) 50%
ITEM 4	Hours of Use (Sub-Clause 1.1(a)) Specified as normal business hours And otherwise as determined in accordance with clause 5.3.6 (i) of the Policy.
ITEM 5	USE OF THE PREMISES (Clause 6) For use as a Not For Profit Senior Citizens Centre including activities ordinarily associated with such a use including the administration and management of the same.
ITEM 6	DATES FOR REDECORATION (Sub-Clause 8.2(c)) 3 months prior to the Terminating Date
ITEM 7	PUBLIC LIABILITY INSURANCE (Clause 12) \$10 million
ITEM 8	ADDRESS FOR SERVICE OF NOTICES Lessor: 12-14 Queen Street, Singleton, NSW 2330 Lessee: PO Box 564, SINGLETON NSW 2330

Gary Shannon
Notice of Goodwin Attorney
J.A. Math.

Singleton



MAINTENANCE SCHEDULE

Facility Component	SSCWA Responsibility	SC Responsibility
Building shell erected by Council		Full Maintenance
External surfaces, including painting, pathways, fences, car parks, brickwork	Maintain	Replace
Fixtures/Fittings (toilet pans, taps, door furniture, lights, hot water service)	Maintain as per Clause 8.2	Replace
Interior Surfaces (painting, carpet, tiling, windows, timber flooring)	Maintain	Replace
Building Services (water supply, gas, sewerage, electrical)	Maintain	Replace
Essential Services		Full Maintenance
Routine Services (gutter cleans, pest control)	Maintain/Repair	
Grounds (landscape features, external furniture)	Full maintenance	
Existing trees and gardens	Full maintenance	

Jan Thomas

Notices

J. Goodwin attached

J.A. Martin




www.singapore.gov.sg

EXECUTION

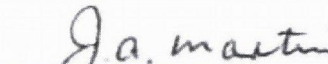
For the Lessor

The **COMMON SEAL** of Singleton Council was hereunto affixed on the **23rd day of January 2015** in pursuance of a resolution of the Council passed on the **13th day of October 2014** and affixed in the presence of:






Signature of GENERAL MANAGER



Signature of MAYOR
John Alexander
J. A. MARTIN

Name of Mayor



Name of General Manager
Acting

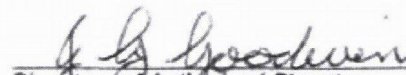
For the Lessee

Signed by **Singleton Senior Citizens Centre Welfare Association Incorporated** in accordance with Section 22 of the Associations Incorporations Act 2009 (NSW) by its authorised signatories and in the presence of:

William Oliver

Signature of Authorised Signatory
WILLIAM OLIVER

Name of Authorised Signatory
[BLOCK LETTERS]



Signature of Authorised Signatory
MILLAN HARRED

Name Director Authorised Signatory
[BLOCK LETTERS]

SPECIAL MEETING HELD WITH SINGLETON COUNCIL ON TUESDAY 28TH OCTOBER 2014

DRAFT OF LEASE AGREEMENT.

Singleton Council members consisting of Anthony Egan, Larissa Bourke, Richard Upston and Cynthia Mulholland, met with the management committee today 28th October as requested, to discuss the following issues in the lease agreement.

1. Rent review
2. Payment of \$107 annual fee or 1 off.
3. Repairs responsibility.

Rent of the centre will be adjusted according to CPI . To commence at \$458 pa, when both parties sign the lease. The payment of \$107 is a 1 off payment for legal fees.

Minor maintenance will be the responsibility of the Centre and an individual costing will be done on each repair. All replacements are the responsibility of Singleton Council. The large central Air Conditioner will be the responsibility of the Council and the 3 sm Air Conditioners will be maintained by the Centre. Singleton Council will maintain and replace the Cool Room, as it is deemed part of the structure of the building.

The Centre will be fully responsible for Electricity, Gas and Water (which is shared with Ourcare at present). Singleton Council will pay 50% of rates and garbage and will pay the Insurance on the building and has requested a copy of our Public Liability Insurance.

Council informed us that there is an ABN Register with Aust Govt Listings.

The Council has stated that it does not intend to change the name of the Centre and has no idea where the information came from, that the Argus printed in their newspaper.

The payment of the Inspection fee of \$123 per month, which the Centre is now paying, was queried with the Council. They were quite unaware that we were being charged for an inspection after the cleaning was done each week. They will speak to Jan Sattler who has the contract for cleaning at the council.

The Singleton Council has agreed to meet the cost of the cleaning of the Centre on 28th October when it reopened.

Cynthia Mulholland requested time to speak with us re ideas for the Centre for next year to bring in more members. It was decided to leave this till the first committee meeting next year as there was very little time left to fit the meeting in this year.

Secretary: Janice G. Goodwin Attached Treasurer

Janie Sherrin
J.A. Math.