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|  |  |
|  | Sublease  Sublease in relation to [insert description of Premises]  ⎯  Commonwealth of Australia (**Sub‑Landlord**)  [Sub‑Tenant] (**Sub‑Tenant**)  ⎯ |

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| Information Table | | | |
|  | **Head Landlord** | **Name and ACN (if applicable):** | [insert full name of Head Landlord and ACN/ABN if applicable] |
| **Head Landlord's Representative:** | [insert name and contact details for Head Landlord's Representative]  ^User Note - It is important that the details of the Head Landlord's Representative are recorded accurately because these details will affect how the Parties will communicate (including by service of notices) under this Sublease.^ |
| **Address for service:** | [insert address for service for Head Landlord's Representative] |
| **Email:** | [insert email address of Head Landlord's Representative] |
| **Telephone:** | [insert telephone number of Head Landlord's Representative] |
|  | **Sub-Landlord** | **Name and ACN (if applicable):** | [Commonwealth of Australia]  ^User Note - Insert full name (including the agency representing the Commonwealth) and ACN/ABN if applicable.^ |
| **Sub-Landlord's Representative:** | [insert name and contact details for Sub-Landlord's Representative]  ^User Note - It is important that the details of the Sub-Landlord's Representative are recorded accurately because these details will affect how the Parties will communicate (including by service of notices) under this Sublease.^ |
| **Address for service:** | [insert address for service for Sub-Landlord's Representative] |
| **Email:** | [insert email address of Sub-Landlord's Representative] |
| **Telephone:** | [insert telephone number of Sub-Landlord's Representative] |
|  | **Sub-Tenant** | **Name and ACN (if applicable):** | [insert full name of Landlord and ACN/ABN if applicable] |
| **Sub-Tenant's Representative:** | [insert name and contact details for Sub-Tenant's Representative]  ^User Note - It is important that the details of the Sub-Tenant's Representative are recorded accurately because these details will affect how the Parties will communicate (including by service of notices) under this Sublease.^ |
| **Address for service:** | [insert address for service for Sub-Tenant's Representative] |
| **Email:** | [insert email address of Sub-Tenant's Representative] |
| **Telephone:** | [insert telephone number of Sub-Tenant's Representative] |
|  | **Commencement Date** (Clause 1.1.1) | [Insert Commencement Date] | |
|  | **Expiry Date** (Clause 1.1.1) | [Insert Expiry Date] | |
|  | **Term** (Clause 1.1.1) | [Insert Term] | |
|  | **Premises** (Clause 1.1.1) | [Insert Premises description] | |
|  | **Permitted Use** (Clause 2.1.1.c) | [Insert Permitted use] | |
|  | **Rent** (Clause 3.1) | [Insert annual Rent]  Rent Commencement Date: ['Commencement Date' or insert alternative date] | |
|  | **Payment of Rent** (Clause 3) | [Insert method of payment of Rent] | |
|  | **[Option Terms]** | [Insert Option Terms (if any)] | |
|  | **Head Lease** (Clause 2.2) | the lease dated [date] between [insert Head Landlord details] as [lessor/landlord] and the Sub‑Landlord as [lessee/tenant] registered number [insert registered number (if applicable)]. | |

Sublease terms

1. Interpreting this Sublease
   1. Definitions
      1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

|  |  |
| --- | --- |
| **Commencement Date** | means the date specified in Item 4. |
| **Expiry Date** | means the date specified in Item 5. |
| **GST** | means the same as in the GST Law. |
| **GST Law** | means the same as GST law means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth). |
| **Head Landlord** | means the Party named in Item 1. |
| **Head Lease** | means the lease identified in Item 12 and includes any variations to the Head Lease before the Commencement Date. |
| **Head Lease Premises** | means the premises demised to the Sub‑Landlord under the Head Lease. |
| **Jurisdiction** | means the State or Territory in which the Premises are situated. |
| **Land** | means the land described in the Head Lease. |
| **Notice** | includes a notice, consent, request or demand. |
| **Party** | means a party to this Sublease and, where the context permits includes a party’s officers, employees, agents and contractors. |
| **Permitted Use** | means the use specified in Item 8. |
| **Premises** | means the premises which are the subject of this Sublease and as described in Item 7. |
| **Rent** | means the amounts specified in Item 9 as varied from time to time under this Sublease. |
| **Rent Commencement Date** | means:   * 1. the date specified in Item 9 (if any); and   2. otherwise, the Commencement Date. |
| **Sub‑Landlord** | means the Party named in Item 2. |
| **Sublease** | means this Sub‑lease, the Schedules and any applicable registration forms. |
| **Sub-Tenant** | means the Party named in Item 3. |
| **Term** | means the period specified in Item 6 and where the context permits any extension or renewal. |
| **Working Day** | means a day that is not a Saturday, Sunday or public holiday in the Jurisdiction where the Premises are located. |

* 1. Interpretation
     1. The singular includes the plural and vice versa.
     2. Reference to a person includes:
        1. a corporation, partnership or government body; and
        2. the legal representatives, successors and assigns of that person.
     3. Reference to a right includes a remedy, authority or power.
     4. Wherever the context permits ‘Sub‑Landlord’ and/or ‘Sub‑Tenant’ includes their respective successors in title or assignees.
     5. If two or more persons are named as Sub‑Landlord and/or Sub‑Tenant this Sublease binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally.
     6. Where this Sublease refers to:
        1. a government department, agency, body or Authority; or
        2. to any person holding a specified position in a government department, agency, body or Authority,

and that department, agency, body, Authority or position is changed or abolished, then that reference will be deemed to be a reference to the department, agency, body, Authority or position performing the equivalent function from time to time.

* + 1. The Schedules are incorporated into and form part of this Sublease.
    2. Words of inclusion are not to be interpreted as words of limitation.
    3. If any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.
    4. Headings are for convenience only and do not form part of this Sublease or affect its interpretation.
    5. Reference to a thing is a reference to all or part of that thing.
    6. As far as possible all provisions are to be construed so as not to be invalid, illegal or unenforceable.
    7. If anything in this Sublease is unenforceable, illegal or void then it is severed and the rest of this Sublease remains in force.
    8. Reference to a Law or Requirement includes amendments to or a replacement of that Law or Requirement from time to time.
    9. If a provision cannot be read down, that provision is void and severable and the remaining provisions are not affected.
    10. No rule of construction will apply to disadvantage a Party on the basis that it put forward this Sublease.
    11. Unless the context or circumstances otherwise require all words and phrases used in this Sublease will be read and construed as having the meaning given to them in the Head Lease.
  1. Agreed terms
     1. The Parties agree to the terms contained in this Sublease.

1. Grant of Sublease
   1. Grant of Sublease
      1. Subject to clauses 2.2.1 and 2.2.4, the Sub‑Landlord leases the Premises to the Sub‑Tenant:
         1. for the Rent;
         2. for the Term (subject to clauses 2.2.1 and 2.2.4);
         3. for the Permitted Use; and
         4. on the terms contained in this Sublease,

subject to any prior encumbrances noted on the title to the Land.

* 1. Ending of Head Lease
     1. Notwithstanding any other provision of this Sublease, the Parties acknowledge and agree that, upon the expiry or early termination of the Head Lease for any reason whatsoever, this Sublease also ends on and from the day on which the Head Lease expires or is terminated.
     2. If this Sublease ends pursuant to clause 2.1.1, then:
        1. subject to clause 2.2.3, that does not affect the Sub‑Landlord’s or the Sub‑Tenant’s rights relating to any breach of this Sublease which occurred before the Sublease ended; and
        2. the Sub‑Tenant releases and forever discharges the Sub‑Landlord, its officers, employees, agents, contractors and invitees from all liability, demands or claims which the Sub‑Tenant has or may have, or but for the execution of this Sublease would have had, arising from or in connection with the expiry, end or termination of this Sublease prior to the Expiry Date.
     3. Where clause 2.2.1 applies, a Party is only entitled to exercise its remedies for breach of this Sublease where those breaches occurred before the Sublease ended and if that Party exercises those rights during the 12 month period starting on the date on which the Sublease ended under clause 2.2.1.
     4. The Sub‑Tenant agrees that if the Head Lease or applicable laws require the consent of the Head Landlord to this Sublease, then that consent of the Head Landlord is a condition precedent to the grant of this Sublease.
     5. If required under the terms of the Head Lease, the Sub‑Landlord agrees to use reasonable endeavours to procure the consent of the Head Landlord to the grant of this Sublease.
     6. The Sub‑Tenant is not entitled to make any claim against, or seek any costs or expenses from, the Sub‑Landlord if the Head Landlord fails to consent to this Sublease or if that consent is provided on terms that are not acceptable to the Sub‑Landlord (acting reasonably).

1. Rent and other payments
   1. Payment of Rent
      1. The Sub‑Tenant agrees:
         1. to pay the first instalment of Rent in accordance with the Lease on the Rent Commencement Date and subsequently to pay the Rent by equal monthly instalments in advance on the first day of each month; and
         2. if necessary, to pay the first and last instalments of Rent apportioned on a daily basis.
2. Application of Head Lease
   1. Head Lease provisions
      1. To the extent that they are not inconsistent with this Sublease, the provisions of the Head Lease are incorporated in, and are regarded as contained in, this Sublease:
         1. with all necessary changes made;
         2. to the full extent to which they can apply to this Sublease and to the Premises;
         3. with the following changes:
            1. a reference to the Head Lease is treated as a reference to this Sublease;
            2. a reference to the lessor / landlord under the Head Lease is treated as a reference to the Sub‑Landlord under this Sublease;
            3. a reference to the lessee / tenant under the Head Lease is treated as a reference to the Sub‑Tenant under this Sublease;
            4. a reference to the Head Lease Premises is treated as a reference to the Premises; and
         4. subject to the variations to the terms of the Head Lease set out in Schedule 1.
   2. Inconsistency
      1. If there is any inconsistency between this Sublease and the provisions of the Head Lease as incorporated in this Sublease under clause 4.1, this Sublease prevails.
3. Compliance with Head Lease
   1. Compliance by the Sub‑Landlord
      1. As between the Sub‑Landlord and the Sub‑Tenant, and without limiting the Sub‑Landlord’s obligations under the Head Lease, the Sub‑Landlord agrees to perform all of its obligations as Tenant under the Head Lease except those which the Sub‑Tenant is required to perform under this Sublease.
      2. Without limiting clause 5.1.1, the Sub‑Tenant acknowledges that it has been provided with and has read the Head Lease.
      3. The Sub‑Landlord is not obliged to comply with any obligation, or give effect to any right of the Sub‑Tenant under this Sublease to the extent that the Head Landlord fails to comply with a corresponding obligation, or to give effect to a corresponding right, under the Head Lease.
      4. Without limiting clause 5.1.3, the Sub‑Landlord is not obliged to comply with any obligation to carry out repairs, maintenance or other building work, nor to provide services to the Premises to the extent that, as between the Head Landlord and the Sub‑Landlord, the carrying out of those works or the provision of those services is the responsibility of the Head Landlord, and the Head Landlord fails to carry out those works or to provide those services.
      5. If the Sub‑Tenant requests it in writing, the Sub‑Landlord agrees to use its reasonable endeavours to exercise its rights under the Head Lease to procure that the Head Landlord complies with the Head Landlord’s obligations under the Head Lease which affect the Sub‑Tenant’s use and occupation of the Premises. The Sub‑Tenant indemnifies the Sub‑Landlord, its officers, employees, agents and contractors for all costs and expenses, including the reasonable legal costs incurred by the Sub‑Landlord in complying with this clause.
   2. Compliance by Sub‑Tenant
      1. The Sub‑Tenant agrees to not do anything, or permit anything to be done, which:
         1. subject to the terms of this Sublease, contravenes the terms of the Head Lease or which places the Sub‑Landlord in breach of the Head Lease; or
         2. prejudices the Sub‑Landlord’s interest in the Head Lease or the Head Lease Premises.
      2. If any of the Sub‑Landlord’s obligations in the Head Lease are varied by this Sublease, the Sub‑Tenant agrees to comply with those obligations as varied.
   3. Release and Indemnity by Sub‑Tenant
      1. The Sub‑Tenant agrees that:
         1. it leases and uses the Premises at its own risk;
         2. it releases the Sub‑Landlord to the fullest extent permitted by law from and against all claims which the Sub‑Tenant has or may have against the Sub‑Landlord in respect of any damage to or loss of property, personal injury to or death of any person or any other loss sustained in or in connection with the use of the Premises or otherwise in connection with this Sub‑lease (except that the release in this clause does not apply to the extent the Sub‑Landlord’s negligent act or omission directly caused the damage to or loss of property, personal injury or death or other loss);
         3. the Sub‑Tenant indemnifies the Sub‑Landlord, its officers, employees, agents, contractors and invitees from and against any demand, claim, action, damage, loss, liability, cost or expense which the Sub‑Landlord, its officers, employees, agents, contractors or invitees incur or sustain in connection with any damage to or loss of property, personal injury to or death of any person or any other loss sustained in or in connection with the use of the Premises, any act or omission, negligence or breach of this Sublease or the terms and conditions in the Head Lease by the Sub‑Tenant, its officers, employees, agents, contractors or invitees, or otherwise in connection with this Sub‑lease; and
         4. the Sub‑Tenant’s liability to indemnify the Sub‑Landlord under clause 5.3.1.c is reduced proportionately to the extent that the Sub‑Landlord’s negligent act or omission contributed to the claim, action, damage, loss, liability, cost or expense incurred or sustained by the Sub‑Landlord.
   4. Consents
      1. Where an activity relating to the Premises proposed to be carried out by the Sub‑Tenant requires the consent or approval of the Sub‑Landlord under this Sublease and the consent or approval of the Head Landlord under the Head Lease, the Sub‑Tenant agrees that it will not carry out that activity without first obtaining the consent or approval of the Sub‑Landlord and the Head Landlord.
   5. Notices from Head Landlord
      1. The Sub‑Tenant agrees to immediately give the Sub‑Landlord a copy of any Notice it receives from the Head Landlord.
4. Exercise of the Sub‑Landlord’s rights
   1. Exercise of rights
      1. The Sub‑Tenant acknowledges that the Head Landlord (to the extent that the Head Landlord has a right under the Head Lease) may exercise any right of the Sub‑Landlord under this Sublease.
   2. Access
      1. The Sub‑Tenant agrees to give the Sub‑Landlord the same access and other rights in relation to the Premises that the Sub‑Landlord is required to give to the Head Landlord under the Head Lease.
   3. Guarantees
      1. At the same time that the Sub‑Tenant executes this Sublease the Sub‑Tenant agrees to procure the execution of the guarantees specified in Schedule 3 and to provide those to the Sub‑Landlord at the time it provides this Sublease executed on behalf of the Sub‑Tenant.
5. Further documents
   1. Execution of documents
      1. The Sub‑Landlord and the Sub‑Tenant agree to promptly execute any further documents and provide any consents required to give effect to the terms of this Sublease, including, where relevant, to satisfy requirements for registration.
6. GST
   * 1. Unless otherwise indicated, all consideration for any supply made under this Sublease is exclusive of any GST imposed on the supply.
     2. Subject to this clause 8, if one Party (**Supplier**) makes a taxable supply under this Sublease to the other Party (**Recipient**), the Recipient on receipt of a tax invoice from the Supplier must pay without setoff an additional amount to the Supplier equal to the GST imposed on the supply in question.
     3. Unless the context otherwise requires, terms used in this clause 8 which are defined in the GST law have the meaning attributed to them in the GST law.
     4. No Party may claim or retain from the other Party any amount in relation to a supply made under this Sublease for which the first Party can obtain an input tax credit or decreasing adjustment.
     5. If any payment under this Sublease is calculated as a percentage of or by reference to another amount or revenue, that payment will be calculated by reference to or as a percentage of that other amount or revenue, net of any GST component.
7. Costs
   1. Legal Costs of Sublease
      1. Each Party will bear its own legal costs of and incidental to the preparation, negotiation and execution of this Sublease.
8. General provisions
   1. Notices
      1. A Notice under this Sublease is only effective if it is in writing, and dealt with as follows:
         1. *if given by the Sub-Landlord or Sub-Tenant to the Head Landlord* - given by the Sub-Landlord or the Sub-Tenant (as the case may be) and addressed to the Head Landlord's Representative at the address or email address specified in Item 1 or as otherwise notified by the Head Landlord; or
         2. *if given by the Head Landlord or Sub-Tenant to the Sub-Landlord* - given by the Head Landlord or the Sub-Tenant (as the case may be) and addressed to the Sub-Landlord's Representative at the address or email address specified in Item 2 or as otherwise notified by the Sub-Landlord; or
         3. *if given by the Head Landlord or Sub-Landlord to the Sub-Tenant* - given by the Head Landlord or Sub-Landlord (as the case may be) and addressed to the Sub-Tenant's Representative at the address or email address specified in Item 3 or as otherwise notified by the Sub-Tenant.
      2. A Notice is to be:
         1. signed by the person giving the Notice and delivered by hand;
         2. signed by the person giving the Notice and sent by prepaid post; or
         3. sent by email.
      3. A Notice is deemed to be effected:
         1. *if delivered by hand* - upon delivery to the relevant address;
         2. *if sent by prepaid post* - on the day which is 3 Working Days after posting; and
         3. *if transmitted by email* - on the day of sending.
      4. A Notice received after 5pm or on a day that is not a Working Day in the place of receipt is deemed to be effected on the next Working Day in that place.
   2. Performance of Sublease
      1. To the extent appropriate in the circumstances, where this Sublease requires a Party to do or refrain from doing something the Party will arrange for its officers, employees, agents and contractors to do or refrain from doing the relevant thing.
      2. Unless the context requires or it is otherwise stated in this Sublease, a Party's obligations will be performed at its cost.
   3. Acting co-operatively and reasonably
      1. The Parties agree that they will act co-operatively and reasonably in relation to this Sublease.
   4. Applicable Law
      1. This Sublease is to be construed in accordance with, and any matter related to it is to be governed by, the law applying in the Jurisdiction.
   5. Entire Agreement
      1. This Sublease contains the entire agreement and understanding between the Parties on everything connected with this Sublease, and supersedes any prior agreement or understanding on anything connected with this Sublease.
9. Variations to Head Lease
10. Consent of Head Landlord
11. Guarantees
    1. Part 1 – Guarantees to be provided

[List – for example, a director's guarantee, a parent company guarantee, a bank guarantee]

* 1. Part 2 – Required form of guarantee

[Insert if a particular form of guarantee is required]

SIGNING PAGE

DATE

This Sublease is dated [insert date the Sublease is signed]

SIGNING

Executed as a deed.

Execution by Sub-Landlord

|  |  |  |
| --- | --- | --- |
| **Signed sealed and delivered** for and on behalf ofthe **Commonwealth of Australia** by: |  |  |
|  |  |  |
|  |  |  |
|  |  | Signature |
|  |  |  |
| Name of witness (print) |  | Signature of witness |

Execution by Sub-Tenant

^Guidance Note - choose from following. Note that for corporate entities there is optional wording to state whether the Sub-Tenant is entering into the Sublease as trustee. This extra wording should be included where it applies and deleted where it does not.^

**[Execution by natural person]**

|  |  |  |
| --- | --- | --- |
| **Signed sealed and delivered** by **[Party 1 Name]**: |  |  |
|  |  |  |
|  |  |  |
| Name of signatory (print) |  | Signature |
| in the presence of |  |  |
|  |  |  |
| Name of witness (print) |  | Signature of witness |

**[Execution in accordance with section 127 of the Corporations Act]**

|  |  |  |
| --- | --- | --- |
| **Executed** by [**Party 1 Name] [Party 1 ACN] [as trustee for TRUST NAME]** in accordance with Section 127 of the *Corporations Act 2001*  (Cth): |  |  |
|  |  |  |
|  |  |  |
| Signature of director |  | Signature of director/company secretary  (Please delete as applicable) |
|  |  |  |
| Name of director (print) |  | Name of director/company secretary (print) |

**[Execution by affixing the company seal]**

|  |  |  |
| --- | --- | --- |
| **The common seal** of [**Party 1 Name] [Party 1 ACN] [as trustee for TRUST NAME]** the affixing of which was witnessed by: |  |  |
|  |  |  |
|  |  |  |
| Signature of director |  | Signature of director/company secretary  (Please delete as applicable) |
|  |  |  |
| Full name (print) |  | Full name (print) |

**[Execution by a Power of Attorney]**

|  |  |  |
| --- | --- | --- |
| **Signed sealed and delivered** for and on behalf of [**Party 1 Name] [Party 1 ACN] [as trustee for TRUST NAME]** by: |  |  |
|  |  |  |
|  |  |  |
| Name of signatory (print) |  | Signature |
| In the presence of:  who is authorised by Power of Attorney [Number or Date] [insert details of registration (if any)]' and who declares that [he/she] has at the time of execution of this document no notice of its revocation  in the presence of: |  |  |
|  |  |  |
| Name of witness (print) |  | Signature of witness |