

|  |  |
| --- | --- |
|  |  |
|  | Commonwealth National LeaseLease in relation to [insert description of Premises]⎯[insert Landlord's name and ACN (if applicable)] (**Landlord**)[insert Commonwealth tenant entity name] (**Tenant**)⎯   |

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PART A. PARTICULARS AND INTERPRETATION

| Information Table |
| --- |
| 1.
 | **Landlord**(Clause 47.9) | **Name and ACN/ABN (if applicable):** | [insert full name of Landlord]**ACN:** [insert ACN if applicable]**ABN:** [insert ABN if applicable] |
| **Landlord's Representative:** | [insert name and contact details for Landlord's Representative]^User Note – It is important that the details of the Landlord's Representative are recorded accurately because these details will affect how the Parties will communicate (including by service of notices) under this Lease.^ |
| **Address for service:** | [insert address for service for Landlord's Representative] |
| **Email:** | [insert email address of Landlord's Representative] |
| **Telephone:** | [insert telephone number of Landlord's Representative] |
| 1.
 | **Tenant**(Clause 47.9) | **Name and ACN/ABN (if applicable):** | [Commonwealth of Australia]**ACN:** [insert ACN if applicable]**ABN:** [insert ABN if applicable]^User Note – Insert full name (including the agency representing the Commonwealth) and ACN/ABN if applicable.^ |
| **Tenant's Representative:** | [insert name and contact details for Tenant's Representative]^User Note – It is important that the details of the Tenant's Representative are recorded accurately because these details will affect how the Parties will communicate (including by service of notices) under this Lease.^ |
| **Address for service:** | [insert address for service for Tenant's Representative] |
| **Email:** | [insert email address of Tenant's Representative] |
| **Telephone:** | [insert telephone number of Tenant's Representative] |
| 1.
 | **Land**(Clause 1.1) | [insert title reference details of Land on which the Premises are located] |
| 1.
 | **Premises**(Clause 2 and Schedule 2) | [insert address details of Premises]**Title description of Premises:**  [insert specific title reference details] |
| 1.
 | **Car Parking Bays**(Clause 13 and Schedule 3) | **Number of Car Parking Bays:** [insert number of car parking bays the Tenant will have use of in accordance with clause 13 and specify if any of these have or require Electric Vehicle Charging Points to be installed on them]**Location of Car Parking Bays:** [insert car parking bay location details], as delineated on the plan or plans in Schedule 3.  |
| 1.
 | **Term**(Clause 2) | [insert Term] |
| 1.
 | **Commencement Date**(Clause 1.1) | [insert Commencement Date] |
| 1.
 | **Expiry Date**(Clauses 1.1 and 38) | [insert Expiry Date] |
| 1.
 | **Permitted Use**(Clause 8.1) | Office accommodation^User Note – In addition to 'Office accommodation', insert any additional uses that the Commonwealth tenant entity may require, for example the Commonwealth tenant entity may require the Premises for a non-office service delivery purpose (e.g. – a government shopfront).^ |
| 1.
 | **Net lettable area**(Clauses 1.1 and 6) | **Net lettable area of the Building:** | [insert NLA of Building] m2^User Note – If the NLA of the Building is not known at the time this Lease is entered into, insert the words 'To be determined in accordance with clause 6, if required by the Tenant'.^ |
| **Net lettable area of the Premises:** | [insert NLA of Premises] m2^User Note – If the NLA of the Premises is not known at the time this Lease is entered into, insert the words 'To be determined in accordance with clause 6, if required by the Tenant'.^ |
| 1.
 | **Rent**(Clauses 1.1 and 16) | **Rent (per annum):** | [insert initial annual Rent] ([insert rent rate per m2]) excluding GST^User Note – Details of any other occupancy or licence fees should be detailed in this Item. For example, if the Parties have agreed that the Rent will comprise office rent for the Premises, storage rent at a different rate for any storage area licensed to the Tenant and/or car parking rent for any car parking licence, the rental rates for the office Premises, storage area and car parking bays, comprising the total Rent, should be included. The CNL User Guide includes an optional clause for the Tenant to receive a licence to a storage area that is separate to the Premises.^ |
| **Rent (per month):** | [insert initial monthly Rent] excluding GST |
| **Rent Commencement Date:** | [insert Rent Commencement Date] |
| 1.
 | **Review during Term**(Clauses 1.1 and 17)^User Note – Select from the following Review Dates and methods with reference to the applicable commercial arrangement.^ | **Fixed Review Date(s)**  |
| The Fixed Review Dates are: | [insert Fixed Review Dates]^User Note – Insert each Fixed Review Date taking particular care if there is a mix of review types. Insert 'Not applicable' if there are no Fixed Review Dates.^ |
| Percentage Increase in each Review Date is:  | [insert percentage increase]%^User Note – Insert percentage, for example 4%. Insert 'Not applicable' if there are no Fixed Review Dates.^ |
| **CPI Review Date(s)** |
| The CPI Review Dates are: | [insert CPI Review Dates]^User Note – Insert each CPI Review Date taking particular care if there is a mix of review types. Insert 'Not applicable' if there are no CPI Review Dates.^ |
| The location for CPI Review is: | [insert]^User Note – Insert location to be used for CPI review. Refer to clause 17.2 for more information on the CPI Review formula.^ |
| **Market Review Date(s)** |
| The Market Review Dates are: | [insert Market Review Dates]^User Note – Insert each Market Review Date taking particular care if there is a mix of review types. Insert 'Not applicable' if there are no Market Review Dates.^ |
| **Mixed Review Date(s)** |
| The Mixed Review Dates are: | [insert Mixed Review Dates]^User Note – As Mixed Reviews are used less commonly than Fixed Reviews, CPI Reviews and Market Reviews, there are no Mixed Review provisions in clause 17. If the Parties have agreed to a Mixed Review (i.e. – greater of Fixed Increase and Increase in CPI, lesser of Fixed Increase and Increase in CPI, lesser of Market and Increase in CPI, or greater of Market and Increase in CPI) the appropriate alternate clause in the CNL User Guide should be included in clause 17, along with a definition of 'Mixed Review' referring to the inserted clause. Each Mixed Review Date should be inserted in this Item. Insert 'Not applicable' if there are no Mixed Review Dates.^ |
| 1.
 | **Option Term(s)**(Clause 3.1)^User Note – The Commonwealth's preferred timeframes, based on an assessment of the whole-of-government lease portfolio considerations, are:* for leases with a Term of 3 years or less, the option to renew may be exercised during the period that starts 6 months before the Expiry Date and ends 3 months before the Expiry Date; and
* for leases with a Term that is longer than 3 years, the option to renew may be exercised during the period that starts 12 months before the Expiry Date and ends 6 months before the Expiry Date.^
 | **Option Term(s):** | [insert number of Option Terms] Option Terms of [insert length of Option Terms] year(s) each. |
| **Earliest date the Tenant may give an Option Notice to the Landlord:** | [12] months prior to the Expiry Date. |
| **Last date the Tenant may give an Option Notice to the Landlord:** | [6] months prior to the Expiry Date. |
| 1.
 | **Commencing Rent for Option Term(s)**(Clause 3.1.1.e and Schedule 4) | **Rent (per annum) for Option Term(s):** | [insert initial annual Rent] ([insert rent rate per m2]) excluding GST.^User Note – If a fixed increase applies on the commencement of the Option Term, insert the amount in this Item. Otherwise, insert the words 'To be determined in accordance with the Method of Rent determination for Option Term(s) below'. If there are no Option Terms, insert 'Not applicable'.^ |
| **Rent (per month) for Option Term(s):** | [insert initial monthly Rent] excluding GST.^User Note – If a fixed increase applies on the commencement of the Option Term, insert the amount in this Item. Otherwise, insert the words 'To be determined in accordance with the Method of Rent determination for Option Term(s) below'. If there are no Option Terms, insert 'Not applicable'.^ |
| **Rent Commencement Date for Option Term(s):** | [The Commencement Date of the Option Term(s)]^User Note – Rent is ordinarily payable from the Commencement Date of the Option Term. If that is not the case, amend this Item accordingly. If there are no Option Terms, insert 'Not applicable'.^ |
| **Method of Rent determination for Option Term(s):** | ^User Note – If the initial Rent for the Option Term is not fixed, insert one of the following mechanisms for determining the initial Rent for the Option Term, for example, a Market Review (subject to the terms in Schedule 4), CPI Review or an agreed Mixed Review.^ [If the Parties do not agree the initial Rent within 3 months after the commencement date of the Option Term, then Rent payable on the commencement date of the Option Term will be determined in accordance with the procedure set out in Schedule 4 of this Lease].^OR^[CPI Review].^OR^[Mixed Review].^User Note – If there are no Option Terms, insert 'Not applicable'.^ |
| 1.
 | **Review Dates in Option Term(s)**(Clause 3.1.1.g)^User Note – Amend this Item by including relevant details for Rent review during any Option Term(s). If there are no Option Terms, insert 'Not applicable'.^ | [insert Fixed Review Dates] ^AND/OR^ [CPI Review Dates] ^AND/OR^ [Market Review Dates] ^AND/OR^ [Mixed Review Dates] for first Option Term.[insert Review Dates] ^AND/OR^ [CPI Review Dates] ^AND/OR^ [Market Review Dates] ^AND/OR^ [Mixed Review Dates] for second Option Term.[insert Review Dates] ^AND/OR^ [CPI Review Dates] ^AND/OR^ [Market Review Dates] ^AND/OR^ [Mixed Review Dates] for third Option Term. |
| 1.
 | **External signs**(Clause 12.2) | [Tenant may affix External Signs without Landlord's consent].^OR^[Tenant to obtain Landlord's consent prior to affixing External Signs].^User Note – Select applicable option above.^ |
| 1.
 | **Naming rights**(Clause 12.3) | [Tenant does not have naming rights for the Building].^OR^[Tenant has naming rights for the Building].^User Note – Select applicable option above.^ |
| 1.
 | **Rules**(Clause 15) | [The Rules in Schedule 1 apply to this Lease].^OR^[As at the Commencement Date, there are no Rules for the Building].^User Note – Select applicable option above.^ |
| 1.
 | **Outgoings**(Clause 23) | [**Applicable**: Outgoings means all rates, charges, assessments (excluding land tax) payable to the ^insert name of local municipal Authority^ or any other Authority responsible for the provision of reticulation of water, sewerage, fire protection or drainage services and any other utilities to the Land or the Building that are properly and reasonably paid, charged or otherwise incurred by the Landlord and directly attributable to the Land or the Building.]^User Note – The standard position provides for statutory outgoings to be paid by the Tenant. Alternate clauses for Outgoings are located in the CNL User Guide for use when the Parties have agreed to a gross lease (i.e. no outgoings are payable at all) or a semi-gross lease (i.e. when the Landlord will recover a proportion of total operating expenses incurred by the Landlord). If the latter, details of the operating expenses the Tenant has agreed to pay should be inserted in this Item. If no Outgoings are payable the following words should be inserted: "The Landlord and Tenant acknowledge and agree that this Lease is a gross lease and no outgoings are payable by the Tenant."^ |
| 1.
 | **Cleaning the Premises**(Clause 30.1) | [The Tenant is responsible for cleaning the Premises].^OR^[The Landlord is responsible for cleaning the Premises].^User Note – Select applicable option above.^ |
| 1.
 | **Cleaning the external windows**(Clause 30.2.2) | **Frequency of window cleaning:** [insert frequency].^User Note – The Commonwealth tenant entity should consider the frequency at which windows should be cleaned by the Landlord - this may vary on location, age and type of building, use and other factors.^ |
| 1.
 | **Green Lease Schedule** (Clause 31) | [**Applicable – GLS Type:** [insert applicable GLS]].^OR^[Not applicable].^User Note – Delete whichever is not applicable and complete details of type of GLS being used.^ |
| 1.
 | **Metering requirements**(Clause 32) | [Electricity meters in the Premises must be digital 30 minute on market status meters].^User Note – Include details of the metering requirements in this Item.^  |
| 1.
 | **Minimum frequency for painting**(Clause 33.1.1.a) | Once each [insert number] years since the Premises and Building were last painted.^User Note – The Commonwealth tenant entity should consider the minimum period at which painting is required – this may vary on location, age and type of building, use and other factors.^ |
| 1.
 | **Minimum frequency for replacing floor coverings**(Clause 33.1.1.b) | Once each [insert number] years since the floor coverings in the Premises and the Common Areas were last replaced.^User Note – The Commonwealth tenant entity should consider the minimum period at which floor coverings should be replaced – this may vary on location, age and type of building, use and other factors.^ |
| 1.
 | **Normal Business Hours**(Clause 1.1) | [7:00 am to 7:00 pm] Monday to Friday inclusive except for public holidays in the Jurisdiction.^User Note – The above hours need to be completed taking into account the intended use of the Premises and Commonwealth tenant entity need, energy efficiency measures and the market practices in the vicinity of the Premises. Commonwealth tenant entities may agree to amend these hours as circumstances warrant.^ |
| 1.
 | **After hours air-conditioning cost**(Clauses 21 and 36.3) | $[insert rate] per hour excluding GST.^User Note – Insert details of after hours air-conditioning rate, usually determined on a per hour basis.^ |
| 1.
 | **End of Lease requirements**(Clause 38) | [**Tenant not obliged to make good:** Apart from its obligations in clause 38.3.2 (if any), the Tenant is not obliged to make good, reinstate, redecorate, repaint, recarpet or restore the Premises or remove its Fittings or Tenant’s Alterations on or before the Expiry Date or earlier termination of this Lease or any holding over].^User Note – The Commonwealth's standard make good position is set out above. If the Commonwealth tenant entity agrees to make good the Premises, the details of the make good obligations should be set out in this Item, including the standard to which the Premises must be made good. The CNL User Guide includes examples for when the Parties agree to use a condition report, if the Tenant agrees to remove workstations, loose furniture, fitout and/or recarpet and repaint.^ |
| 1.
 | **Insurance**(Clauses 1.1, 40.2 and 40.3) | **Public Risk Insurance Amount:** | [$20,000,000]^User Note – Amend public risk insurance amount if a different amount has been agreed with the Landlord.^ |
| **Insurance requirements:** | ^User Note – Choose one of Option (a), (b) OR (c) depending on the commercial agreement between the Parties.^ ^Option (a)^ [To be in the name of the Landlord and such other persons as the Landlord may reasonably require].^OR^^Option (b)^ [To be in the joint names of the Landlord, the Tenant and such other persons as the Landlord may reasonably require].^OR^^Option (c)^ [To note the Tenant’s interests under this Lease in each of the policies of insurance and to contain a waiver by the insurer of its rights of subrogation against the Tenant]. |
| 1.
 | **Insurance of Tenant's Fittings and Tenant's Alterations**(Clauses 1.1 and 40) | [Landlord is to insure Tenant's Fittings and Tenant's Alterations].^OR^[Landlord is not required to insure Tenant's Fittings and Tenant's Alterations].^User Note – Choose only one of the above alternatives.^  |
| 1.
 | **Resolution of disputes**(Clause 45.3.1) | [Clauses 2, 3, 4, 5, 7, 9, 14, 16, 17, 27, 28, 29, 36, 37, 39, 44 and 45 of this Lease may be dealt with through legal proceedings rather than, or as well as, being determined by the Expert].^User Note – If for any reason a Commonwealth tenant entity does not intend that the decision of the Expert will be final and binding (e.g. - a particular transaction may have elements that carry a higher risk and the Commonwealth tenant entity may wish to leave the door open for referral to a Court) then clause 45.3.1 provides for the matters listed in this Item to be excluded from those which may only be referred to an Expert. Insert relevant clauses (e.g. - disputes arising under clauses dealing with the breach of a Landlord warranty are best not dealt with by an Expert).^ |
| 1.
 | **Laws that do not apply to this Lease**(Clause 47.1.3) | [Not applicable].^User Note – Replace the words 'Not applicable' with any State or Territory leasing law which is to be excluded or which does not apply.^ |
| 1.
 | **Prior Agreement**(Clause 47.3) | [insert details of any Prior Agreement].^OR^[Not applicable].^User Note – Delete whichever is not applicable and complete details of prior agreement (if any).^ |
| 1.
 | **Trust**(Clauses 1.1 and 47.11) | [Not applicable].^User Note – If the Landlord enters into this Lease as trustee of a trust, replace the words 'Not applicable' with the name of the relevant Trust^. |

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

|  |  |
| --- | --- |
| **Asbestos** | means the fibrous form of the mineral silicates belonging to the serpentine and amphibole groups of rock forming minerals, including actinolite, amosite (brown asbestos), anthophyllite, crocidolite (blue asbestos), chrysolite (white asbestos), tremolite, or any material or object containing one or more of these minerals. |
| **Australian Standards** | means any standard published by Standards Australia Limited in the form applicable at the Commencement Date. |
| **Authority** | means the Commonwealth, the State or Territory of the Jurisdiction, or any federal, state or local government administrative body, government body, department or agency or any body exercising Powers and, where the context requires, means an Authority which has jurisdiction or Powers in the context of the relevant clause of this Lease. |
| **Building** | means the building and all improvements in the building located on the Land. |
| **Building Insurance** | means insurance for the Building and, if Item 30 requires, the Tenant’s Fittings and/or Tenant’s Alterations:* 1. for its full reinstatement or replacement value (including architects, surveyors and other professional fees, the cost of debris removal, demolition, site clearance, any works that may be required by a Law or a Requirement and incidental expenses) at the time of loss or damage; and
	2. against loss or damage from fire, lightning, flood, storm and tempest, earthquake, water damage (including sprinkler leakage and rain water), explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, radiation, riots, strikes, civil commotion, malicious damage.
 |
| **Building Name** | means the name and logo which are approved under clause 12.3.2.a. |
| **Car Parking Bays** | means the car parking bays identified in Item 5.  |
| **Claim** | means an action, claim, proceeding, expense, demand or damages. |
| **Combustible Cladding** | means cladding materials or products that do not comply with the fire resistance provisions of the *National Construction Code* including, without limitation, aluminium composite panels with a polyethylene core and expanded polystyrene and any other cladding materials or products that are prohibited by a Law or Requirement. |
| **Commencement Date** | means the date specified in Item 7. |
| **Common Areas** | means those areas of the Land and Building provided for common use by the Tenant, other occupants of the Building or members of the public, including loading docks, risers, entrances, lobbies, corridors, passages, stairways, lifts, escalators, toilets, tearooms and washrooms in the Building and, where applicable, access and egress roads, pathways, walkways and pavements. |
| **Commonwealth** | means the Commonwealth of Australia. |
| **Commonwealth Company** | has the meaning given to it in the *Public Governance, Performance and Accountability Act 2013* (Cth). |
| **Corporate Commonwealth Entity** | has the meaning given to it in the *Public Governance, Performance and Accountability Act 2013* (Cth). |
| **CPI** | means the Consumer Price Index (All Groups) for the city specified in Item 12 (or, if no city is specified, for the capital of the Jurisdiction) kept by the Australian Statistician and published by the Australian Bureau of Statistics (**Index**) and in the event of the Index being discontinued or abolished such price index as the Australian Statistician substitutes for it. |
| **CPI Review** | means a review of the Rent in accordance with clause 17.2. |
| **CPI Review Date** | means a date specified as such in Item 12. |
| **Dispute Notice** | means a Notice given by one Party to the other Party in accordance with clause 47.9 of this Lease in which the nature of the dispute is specified in reasonable detail.  |
| **Electric Vehicle Charging Points** | means the number of charging points for electric vehicles identified in Item 5 and hatched on the plan in Schedule 3 and which must comply with the [Prior Agreement] ^OR^ [insert specification].^User Note – If the Prior Agreement sets out the requirements for the Electric Vehicle Charging Points it can be referred to here, otherwise a specification should be included.^ |
| **EPBC Act** | means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth). |
| **Expert** | means an appropriate practising professional appointed at the request of either Party by:* 1. the chairperson for the time being of the Resolution Institute ABN 69 008 651 232 in the Jurisdiction; or
	2. if there is no such body in existence at the time of the request, the chairperson for the time being of an equivalent body.
 |
| **Expiry Date** | means the date specified in Item 8. |
| **External Signs** | means a sign (including an illuminated sign), advertisement or notice either:* 1. inside the Premises which is visible from outside the Building; or
	2. outside the Premises.
 |
| **Fittings** | means chattels, fixtures, partitions and equipment. |
| **Fixed Review Date** | means a date specified as such in Item 12. |
| **GLS** | means the Green Lease Schedule at Schedule 7. |
| **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). |
| **Hazardous Chemical** | includes anything which may create a risk to the health or safety of persons including the Tenant and anything which is a hazardous chemical as defined in the *Work Health and Safety Regulations 2011* (Cth) and not including any chemicals that are reasonably required for cleaning and maintenance and are stored appropriately and in such a way that they will not affect the Tenant's enjoyment of the Premises or cause risk to the health of occupants or users of the Building.  |
| **Hazardous Disease** | includes any disease, bacteria, virus or foreign matter which may create a risk to the health or safety of persons including the Tenant. |
| **Heritage List** | means the Commonwealth Heritage List under the EPBC Act, the National Heritage List under the EPBC Act, the Register of the National Estate and any list or register established under the Laws of the Jurisdiction dealing with the heritage value of places including a place's natural and cultural environment having aesthetic, historic, scientific or social significance, or other significance, for current and future generations of Australians. |
| **Information Table** | means the table setting out the particulars of this Lease in Part A. |
| **Institute** | means the Australian Property Institute incorporated in the Jurisdiction or if that body no longer exists then its successors or equivalent body. |
| **Item** | means an item in the Information Table. |
| **Jurisdiction** | means the State or Territory in which the Land is located. |
| **Land** | means the land described in Item 3. |
| **Landlord** | means the Party named in Item 1. |
| **Landlord Dealing** | means:* 1. the termination of any superior estate or interest whether voluntarily or as a result of the Landlord's default under any agreement for lease or head lease relating to or including the Premises; or
	2. any transfer, assignment, mortgage, charge, encumbrance or other dealing with this Lease, the Premises, the Land or the Building.
 |
| **Landlord's Act of Default** | means:* 1. a failure by the Landlord to commence carrying out repairs or maintenance for which it is responsible within 20 Working Days after Notice from the Tenant properly requiring the Landlord to carry out repairs and maintenance or to proceed diligently to complete those repairs and maintenance; or
	2. a failure by the Landlord to perform or observe a provision of this Lease (other than those falling within the scope of paragraph a. or Schedule 7); and
		1. that failure is capable of remedy but continues for more than 20 Working Days after the Tenant gives Notice to the Landlord properly requiring the Landlord to remedy that failure; or
		2. that failure is not capable of remedy and the Landlord fails to pay reasonable compensation to the Tenant within 20 Working Days after the Tenant gives Notice to the Landlord of that failure and demanding reasonable compensation for loss or damage incurred by the Tenant as a consequence of the failure; or
	3. where an administrator or controller is appointed or a resolution is passed or proceedings are commenced for the winding up of the Landlord (where the Landlord is a corporation); or
	4. the Landlord fails to perform or observe a provision of clause 48 or clause 49 and that failure is not capable of remedy; or
	5. the Landlord fails to perform or observe a provision of clause 48 or clause 49 and that failure is capable of remedy but continues for more than 20 Working Days (or such longer period as may be Notified by the Tenant) after the Tenant gives Notice to the Landlord properly requiring the Landlord to remedy that failure.
 |
| Landlord's Representative | means the person nominated as such in Item 1 or any other person notified as such by the Landlord to the Tenant from time to time in accordance with this Lease. |
| **Law** | means the common law, a statute, regulation, rule, by-law, ordinance, proclamation, enactment, statutory instrument or delegated or subordinated legislation (whether federal, state, municipal or of any Authority), codes (including any code of practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth), the *National Code of Practice for the Construction Industry* and the *Australian Government Building and Construction OHS Accreditation Scheme*, andthe *National Construction Code*) and any Requirements issued under Law. |
| **Lease** | means this lease, the Schedules and any applicable registration forms. |
| **Market Review** | means a review of the Rent in accordance with clause 17.3. |
| **Market Review Date** | means a date specified as such in Item 12. |
| **Market Review Method** | means the mechanism for a Market Review set out in Schedule 4. |
| **Mixed Review Date** | means a date specified as such in Item 12. |
| **month** | means calendar month. |
| **monthly** | means calendar monthly. |
| **NABERS** | means the National Australian Built Environment Rating System. |
| **Naming Fee** | means $1.00 per annum. |
| **net lettable area of the Building** | means the area specified as the net lettable area of the Building in Item 10. |
| **net lettable area of the Premises** | means the area specified as the net lettable area of the Premises in Item 10. |
| **Net Zero Strategy** | means the Net Zero in Government Operations Strategy. |
| **Non-corporate Commonwealth Entity** | has the meaning given to it in the *Public Governance, Performance and Accountability Act 2013* (Cth). |
| **Normal Business Hours** | means the hours specified in Item 26. |
| **Notice** | includes a notice, consent, request or demand. |
| **Option Lease** | means a new lease for the relevant Option Term granted under clause 3. |
| **Option Notice** | means a Notice given by the Tenant to the Landlord in accordance with clause 3 to the effect that the Tenant wishes to lease the Premises for the relevant Option Term starting on the expiry of the Term granted by this Lease. |
| **Option Term** | means the relevant further term specified in Item 13. |
| **Outgoings** | means the rates, taxes and other operating expenses incurred by the Landlord in respect of the Land, the Building and the Premises listed in Item 19 (if any). |
| **Party** | means a party to this Lease. |
| **Performance Standards** | means the Performance Standards in Schedule 6. |
| **Permitted Use** | means the use specified in Item 9. |
| **Plate Glass Insurance** | means insurance for all damage and breakage to all plate glass within the Building for the full replacement value.  |
| **Powers** | means regulatory powers or other powers under Laws in respect of the Land, the Building, the Services, heritage, environment, health and safety, or other activities, uses or transactions contemplated by this Lease. |
| **Premises** | means the premises described in Item 4 and identified on the plan or plans in Schedule 2 extending from the interior face of all walls, doors and windows and extending from the surface of the floor to the underside of the false ceiling. |
| **President** | means the president or senior official of the Institute. |
| **Prior Agreement** | means the prior agreement specified in Item 33. |
| **Prior Breach** | means a breach of this Lease by the Tenant:* 1. which occurs prior to the Tenant giving an Option Notice; and
	2. which has been notified by the Landlord to the Tenant.
 |
| **Public Risk Insurance** | means insurance cover for all Claims for injury, loss or damage to any person or property however sustained arising out of the use of the Land or the Building for not less than the sum specified in Item 29 or for a greater reasonable amount which the Landlord or the Tenant may require from time to time.  |
| **Relocation Expenses** | means the costs reasonably incurred by the Tenant associated with:* 1. vacating the Premises during the Term;
	2. obtaining alternative accommodation excluding rent, except to the extent that rent for the alternative accommodation exceeds the Rent payable by the Tenant in accordance with this Lease;
	3. the installation and establishment of the Tenant in alternative accommodation including the costs of a standard office fitout after deduction of any amount received by the Tenant from any party towards the costs of the fitout or as an incentive to lease; and
	4. if applicable, the return and re-establishment of the Tenant in the Premises when they are again fit for the Tenant to occupy and use (including any removal of fitout, make good and reinstatement (if applicable) of the alternative accommodation).
 |
| **Rent** | means the amounts specified in Item 11 as varied from time to time under this Lease. |
| **Rent Commencement Date** | means:* 1. the date specified in Item 11 (if any); and
	2. otherwise, the Commencement Date.
 |
| **Requirement** | means a requirement, Notice, order or direction of a competent Authority. |
| **Review Date** | means the Review Date as provided for in Item 12.  |
| **Rules** | means the rules specified in Schedule 1 or the rules for the Building introduced by the Landlord in accordance with clause 15.4. |
| **Schedule** | means a schedule of this Lease. |
| **Services** | means all utilities and services on or in the Land or the Building including water, gas, electricity, lighting, sanitary, hot water, air-conditioning and ventilation systems, security systems, data, communication and telecommunication systems, fire safety systems and measures, aerials, lifts and Electric Vehicle Charging Points installed in the Building and serving the Premises and Common Areas and includes all wires, cables, pipes, ducts, conduits, tanks, cisterns, electrical and mechanical plant and all other ancillary or associated parts and accessories. |
| **Structure** | in relation to:* 1. the Building, includes all walls (whether load-bearing or not), floors, doors, windows, gutters, downpipes, facades, foundations, ceilings (including ceiling tiles) and roofs and ‘structural’ has a corresponding meaning; and
	2. areas other than the Building, includes car parks, driveways, paving, fencing and other fixed items.
 |
| **Tenant** | means the Party named in Item 2. |
| **Tenant's Act of Default** | means a failure by the Tenant to:* 1. pay the Rent when it becomes due and to pay that Rent within 20 Working Days after the receipt of a Notice from the Landlord requiring payment of the Rent arrears;
	2. commence carrying out repairs or maintenance for which it is responsible within 20 Working Days after receiving Notice from the Landlord properly requiring the Tenant to carry out repairs and maintenance or to proceed diligently to complete those repairs and maintenance; or
	3. perform or observe a provision of this Lease (other than those falling within the scope of paragraphs a. and b. of this definition or Schedule 7) and:
		1. that failure is capable of remedy but continues for more than 20 Working Days after the Landlord gives Notice to the Tenant properly requiring the Tenant to remedy that failure; or
		2. that failure is not capable of remedy and the Tenant fails to pay reasonable compensation to the Landlord within 20 Working Days after the Landlord gives Notice to the Tenant of that failure and properly demanding reasonable compensation for loss or damage incurred by the Landlord as a consequence of the failure.
 |
| **Tenant’s Alterations** | means any alteration or addition to the Premises, installation of any Fitting (other than chattels) or any building work on or in the Premises undertaken by or for the Tenant. |
| Tenant’s Representative | means the person performing the duties and functions of the position specified in Item 2 or, if that position is abolished or the function of that position is transferred to another position, the person for the time being performing the equivalent duties and functions in the organisation administering this Lease on behalf of the Tenant. |
| **Term** | means the period specified in Item 6 and where the context permits, any extension or renewal. |
| **Trust** | means the trust named in Item 34 (if any). |
| **Valuation Rules** | means the rules for determining Market Rent set out in Schedule 5. |
| **Valuer** | means a member of the division of the Institute with not less than 5 years' experience as a valuer in the Jurisdiction. |
| **Working Day** | means each day except Saturdays, Sundays and public holidays in the Jurisdiction. |

* 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. If two or more people are named as Tenant or Landlord, this Lease binds them jointly and individually.
		5. Where this Lease 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 Lease.
		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 Lease 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 will be construed so as not to be invalid, illegal or unenforceable.
		7. If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease 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 will be void and severable and the remaining provisions will not be affected.
		10. No rule of construction will apply to disadvantage a Party on the basis that it put forward this Lease.
	1. Agreed terms
		1. The Parties agree to the terms contained in this Lease which is made up of the Parts, the Schedules and any applicable registration forms.

PART B. GRANT OF LEASE, USE AND ASSOCIATED RIGHTS

1. Grant of Lease
	1. Lease of the Premises
		1. The Landlord leases the Premises to the Tenant:
			1. for the Rent;
			2. for the Term; and
			3. on the terms contained in this Lease.
2. Option to renew this Lease
	1. Tenant’s option to renew
		1. If:
			1. an Option Term is set out in Item 13;
			2. the Tenant wishes to lease the Premises for that Option Term;
			3. the Tenant gives an Option Notice to the Landlord:
				1. no earlier than the earliest date the Tenant may give an Option Notice to the Landlord set out in Item 13; and
				2. no later than the last date the Tenant may give an Option Notice to the Landlord set out in Item 13; and
			4. when the Tenant gives the Option Notice:
				1. it is not in breach of this Lease; or
				2. any Prior Breach has either been waived or rectified or, in the case of a negative covenant, has been discontinued,

then the Landlord agrees to grant to the Tenant an Option Lease of the Premises for the Option Term on the same terms contained in this Lease except that:

* + - 1. the Rent for the Option Term will be determined in accordance with Item 14;
			2. this clause 3 will be omitted unless Item 13 refers to a further Option Term after that for which the Option Lease is being granted;
			3. the Review Dates and method in the Option Term will be those set out in Item 15; and
			4. any other consequential amendments to the Items will be made as appropriate.
1. Holding over
	1. Holding over rights
		1. If the Tenant continues to occupy the Premises after the expiry of the Term without the Landlord demanding possession, the Tenant holds the Premises under a monthly tenancy which:
			1. can be terminated at any time by either Party giving to the other Party no less than 1 months' Notice (which Notice may expire at any time); and
			2. is at the same Rent and on the same terms as are contained in this Lease so far as they can be applied to a monthly tenancy.
2. The Landlord's reserved rights
	1. Landlord may pass Services
		1. Subject to clause 7.1 and clause 10.1, where it is necessary to do so and there is no other reasonable alternative, the Landlord may pass Services through the Premises but in doing so the Landlord will use its best endeavours to ensure there is no interference with the Tenant’s occupation, use and enjoyment of the Premises.
3. Measurement
	1. Measuring the Premises or the Building
		1. If the area of the Premises or the Building needs to be ascertained for any reason, it will be measured by the Landlord in accordance with the method of measurement for the measurement of the net lettable area set out in Section 3 of the *Property Council of Australia Method of Measurement for Lettable Area of March 1997* (as amended from time to time).
	2. Landlord to provide plans and information of area
		1. The Landlord agrees to provide to the Tenant survey plans (in a form sufficient to enable registration of this Lease) of the Premises and the Car Parking Bays no later than 20 Working Days after the date of this Lease.
		2. The Landlord agrees to provide the Tenant evidence of the net lettable area of the Premises and the net lettable area of the Building no later than 20 Working Days after the Tenant's request.
4. Quiet enjoyment
	1. Tenant entitled to quiet enjoyment
		1. The Tenant is entitled to quiet enjoyment of the Premises without any interruption or disturbance from the Landlord or any person lawfully claiming through or under the Landlord, except as otherwise allowed under this Lease.
		2. Without limiting any rights of the Tenant, if there is a breach of clause 7.1.1 the Landlord agrees to use its best endeavours to bring the interruption or disturbance to an end as quickly as possible.
5. Use of Premises
	1. Tenant to use Premises for Permitted Use
		1. The Tenant is entitled to use the Premises for the Permitted Use and any use reasonably incidental to the Permitted Use.
6. Rights of access and use
	1. Tenant entitled to unrestricted access and use
		1. The Tenant is entitled to unrestricted access to:
			1. the Premises; and
			2. subject to clause 9.1.2, the Common Areas.
		2. Subject to clause 7.1, the Landlord may impose reasonable restrictions on the Tenant's access to Common Areas if the Landlord intends to carry out repairs, maintenance or alterations of the Common Areas or the Building which were not foreseeable on the Commencement Date and that are:
			1. necessary to comply with the Landlord's obligations to maintain or repair under this Lease;
			2. required by Law to be done; or
			3. required to be done for the safety of the Common Areas or the Building or the occupants of the Building.
7. Landlord’s rights to inspect and enter
	1. Landlord able to enter
		1. The Landlord may enter the Premises:
			1. on giving reasonable prior Notice;
			2. at reasonable times; and
			3. accompanied by a person nominated by the Tenant (if the Tenant requires);

to:

* + - 1. inspect the state of repair of the Premises not more often than once every 6 months;
			2. re-inspect the Premises where, following an inspection under clause 10.1.1.d, Notice has been served which properly requires the Tenant to effect a repair; or
			3. carry out repairs, maintenance or alteration of the Premises or the Building if the work:
				1. is maintenance or repair for which the Tenant is liable under this Lease but which the Tenant has failed to carry out in accordance with a Notice referred to in clause 10.1.1.e;
				2. is necessary to comply with the Landlord's obligations to maintain or repair under this Lease;
				3. is required by Law to be done; or
				4. is required to be done for the safety of the Premises or the Building or the occupants of the Premises or the Building.
		1. If the Tenant requires that the Landlord be accompanied by a person nominated by the Tenant under clause 10.1.1.c, the Tenant must take reasonable steps to ensure that the nominated person is available to accompany the Landlord at the time nominated by the Landlord in the Notice given in accordance with clause 10.1.1.a.
	1. Landlord’s rights in an emergency
		1. If there is an emergency, the Landlord may enter the Premises:
			1. at any time;
			2. without giving Notice if it is impracticable to give Notice; and
			3. unaccompanied,

to ascertain and, if necessary, remedy the cause or limit the effect of the emergency.

* + 1. The Landlord agrees to inform the Tenant promptly in writing of any entry effected under clause 10.2.1.
	1. Landlord's duties on entering
		1. In exercising its rights of entry under this clause 10, the Landlord agrees:
			1. not to cause undue interference to the occupation, use or enjoyment of the Premises by the Tenant;
			2. to comply with all Laws and Requirements, and any security and work health and safety requirements of the Tenant;
			3. to use its best endeavours to avoid causing damage to the Premises or the Tenant; and
			4. to immediately make good all damage caused to the Premises or the Tenant arising from the exercise of those rights.
	2. Landlord's indemnity in respect of entry
		1. The Landlord agrees to indemnify the Tenant from and against all Claims in any way resulting from the Landlord entering the Premises otherwise than in accordance with this clause 10, except to the extent a Claim is caused or contributed to by the Tenant.
1. Alterations and Fittings
	1. Landlord’s consent to Tenant’s Alterations
		1. Subject to clause 11.1.2, the Tenant agrees not to undertake any Tenant’s Alterations without the Landlord’s prior consent.
		2. Despite clause 11.1.1, the Landlord's consent is not required where:
			1. the Tenant's Alterations are necessary:
				1. to comply with Laws and Requirements; or
				2. for demonstrable health and safety reasons;
			2. the Tenant's Alterations are not structural and do not impact on the Services; and
			3. the Tenant provides the Landlord with reasonably detailed plans and specifications of the proposed Tenant's Alterations.
		3. The Landlord cannot unreasonably withhold or delay its consent to any proposed Tenant's Alterations.
	2. Tenant’s obligations when requesting consent
		1. If the Tenant requests the Landlord's consent to any Tenant’s Alterations, the Tenant agrees:
			1. to provide reasonably detailed plans and specifications of the proposed Tenant's Alterations at the time of the request; and
			2. to pay to the Landlord the Landlord's reasonable costs of approving those plans and specifications if:
				1. it is reasonable in the circumstances for the Landlord to incur those costs; and
				2. reasonable details substantiating those costs are provided by the Landlord.
	3. Tenant to do work properly
		1. In addition to obtaining the Landlord’s consent under clause 11.1, the Tenant agrees that in undertaking the Tenant's Alterations it:
			1. will comply with the Landlord's reasonable directions or conditions given in accordance with clause 46.2.1.c;
			2. will comply with any applicable Laws or Requirements;
			3. will arrange for the Tenant’s Alterations to be performed in a proper and workmanlike manner;
			4. will not interfere with the Services or air circulation unless permitted to do so by the Landlord;
			5. will rebalance or reconfigure the Services if necessary as a result of the Tenant’s Alterations; and
			6. will provide the Landlord with any certifications required for the Tenant's Alterations by any Laws or Requirements promptly following completion.
	4. Ownership and maintenance of Tenant’s Fittings and Tenant’s Alterations
		1. Subject to clause 11.4.2, the Tenant owns all Fittings installed by the Tenant and the Tenant's Alterations.
		2. Any Fittings installed by the Tenant in the Premises which the Parties have agreed are owned by the Landlord:
			1. will be deemed to form part of the Premises; and
			2. are not Tenant's Alterations or Tenant's Fittings,

and to the extent practicable (given the nature of those Fittings), the respective obligations of the Parties relating to the Premises apply to those Fittings.

1. Directory boards and signs
	1. Landlord to provide directory boards
		1. The Landlord agrees to provide and maintain directory boards:
			1. at prominent locations adjacent to the main entry to the Building and to the lift lobbies on all floors with multiple tenancies; and
			2. listing the tenants of the Building or floor, as appropriate, together with floor locations.
		2. Without limiting any other of its obligations, the Landlord agrees to provide and maintain all signage in the Building (including the Premises) relating to exit signs, emergency access and egress and floor loadings in compliance with all Laws, Requirements, the Performance Standards and applicable Australian Standards.
		3. The Tenant agrees to reimburse to the Landlord the reasonable cost of providing the Tenant's listings on the directory boards.
	2. Tenant may affix signs
		1. The Tenant may affix a sign, advertisement or notice within the Premises which is not visible from outside the Building. A sign affixed in accordance with this clause will be deemed to be a Tenant's Alteration which does not require the Landlord's consent.
		2. The Tenant may affix External Signs in the Premises or on the Building:
			1. if Item 16 indicates that the Landlord's consent is not required, without the Landlord's consent; or
			2. if Item 16 indicates that the Landlord's consent is required, only with the Landlord's consent.
	3. Naming rights
		1. This clause 12.3 applies if Item 17 indicates that the Parties have agreed that the Tenant will have naming rights for the Building.
		2. Before using any name or logo for the Building the Tenant must obtain:
			1. the approval of the Landlord; and
			2. the approval of any appropriate Authority (if required).
		3. The Landlord may withhold its consent, if:
			1. in the opinion of the Landlord, the name or logo is offensive, detracts from or is inconsistent with the image, quality, location or status of the Building; or
			2. the name or logo includes a name or logo other than the name or trading name of the Tenant.
		4. During the Term:
			1. the Landlord grants to the Tenant the right to use the Building Name to describe and name the Building; and
			2. the Landlord agrees to instruct any managing agent of the Building to use the Building Name when referring to the Building in formal correspondence.
		5. The Tenant must pay the Naming Fee to the Landlord if and when demanded.
2. Car parking
	1. Use of Car Parking Bays
		1. The Tenant is entitled to the use of the Car Parking Bays on the terms contained in this clause and the Landlord agrees not to permit other persons to use the Car Parking Bays.
		2. The Tenant is entitled to unrestricted ingress and egress from the Car Parking Bays.
		3. The Tenant may at any time and upon giving no less than 20 Working Days’ Notice to the Landlord terminate its use of any or all of the Car Parking Bays.
		4. If:
			1. a separate component of the Rent associated with the Tenant's use of the Car Parking Bays in accordance with this clause 13 is included in the description of the Rent in Item 11; and
			2. the Tenant terminates its use of any of the Car Parking Bays in accordance with clause 13.1.3,

the Rent will be reduced accordingly.

* + 1. The Landlord agrees to ensure that any car parking contractor appointed by it is made aware of the Tenant’s rights under this clause 13.1.
	1. Electric Vehicle Charging Points
		1. If Item 5 specifies that any Car Parking Bays must have Electric Vehicle Charging Points, the Landlord must provide the Tenant with unrestricted access to the Electric Vehicle Charging Points in accordance with the requirements of this Lease.
1. Compliance with Laws and Requirements
	1. Tenant’s duty to comply
		1. The Tenant agrees to comply with all Laws and Requirements relating to the use of the Premises:
			1. to the extent that the Tenant is bound by a Law or Requirement; and
			2. provided the Tenant is not required to effect structural alterations or additions to the Premises, install, alter or add to equipment in the Premises.
	2. Landlord’s duty to comply
		1. Subject to clause 14.1, the Landlord agrees to comply with all Laws and Requirements relating to the Premises, the Building and the Land.
2. Rules
	1. When does this clause apply
		1. This clause applies if Rules are specified in Item 18 or if the Landlord introduces rules for the Building in accordance with clause 15.4.
	2. Parties to comply with Rules
		1. The Landlord and the Tenant agree to observe the Rules, provided the Rules are not inconsistent with any term of this Lease.
	3. Landlord may amend Rules
		1. The Landlord may amend the Rules if:
			1. the amendment is reasonably necessary for the safety, care and cleanliness of the Building or for the preservation of good order in the Building;
			2. the amendment is not inconsistent with the Tenant’s rights in this Lease;
			3. the amendment is notified to the Tenant at least 20 Working Days prior to taking effect;
			4. the Landlord has taken into account the Tenant's reasonable comments in determining the final form of the amendment;
			5. the amendment is not a variation of a covenant of this Lease; and
			6. the Tenant's cost of compliance with the Rules or this Lease does not increase substantially.
	4. Landlord may introduce Rules
		1. If no Rules are set out in Schedule 1, the Landlord may introduce Rules provided that the proposed Rules comply with the requirements of clause 15.3.

PART C. FINANCIAL OBLIGATIONS

1. Rent
	1. Amount and payment of Rent
		1. The Tenant agrees:
			1. to pay the first instalment of Rent on the Rent Commencement Date and subsequently to pay the Rent by equal monthly instalments in advance on the first day of each month during the Term; and
			2. if necessary, to pay the first and last instalments of Rent during the Term apportioned on a daily basis.
		2. Despite any other provisions of this Lease, the Landlord is not entitled to require payments from the Tenant to be effected by direct debit. The Tenant may make Rent and other payments under this Lease by cheque or electronic funds transfer.
2. Rent review
	1. Fixed Percentage Increase
		1. A Fixed Review Date is a date specified as such in Item 12.
		2. The Rent will increase by the percentage specified in Item 12 from each Fixed Review Date.
	2. CPI Review
		1. A CPI Review Date is a date specified as such in Item 12.
		2. On and from each CPI Review Date the Rent will be calculated as follows:

|  |  |  |
| --- | --- | --- |
| **A** | **=** | **(B x C)** |
|  |  | **D** |

where:

A is the Rent payable on and from the CPI Review Date;

B is the Rent payable immediately before the CPI Review Date;

C is the CPI current at the relevant CPI Review Date; and

D is the CPI current at the last Review Date (which for the first Review Date is the Commencement Date).

* + 1. The Rent calculated under this clause 17.2 is payable from the relevant CPI Review Date.
		2. Until the Landlord notifies the Tenant of a change in Rent calculated in accordance with this clause 17.2, the Tenant agrees to pay the Rent which applies immediately prior to the CPI Review Date.
		3. A Notice under clause 17.2.4 may only be given:
			1. no earlier than 3 months before the relevant CPI Review Date; and
			2. no later than 3 months after the relevant CPI Review Date.
		4. If the Rent changes by the operation of clause 17.2.2, the Parties agree to make any necessary adjustment by payment or repayment within 20 Working Days after the Landlord gives the Tenant Notice under clause 17.2.4.
	1. Market Rent Review
		1. The Rent will be determined on each Market Review Date in accordance with the Market Review Method in Schedule 4.
	2. Payment of Rent Following Rent Review
		1. If the Rent is reviewed or adjusted on a Review Date in accordance with this clause 17 (**Relevant Review Date**) the Parties must make any necessary adjustment in respect of the reviewed or adjusted Rent. That adjustment must be made so that the first instalment of the monthly Rent payable by the Tenant following that review or adjustment is calculated as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **A** | **=** | **(B x C)** | **+** | **(D x E)** |
|  | **F** |

where:

A is the monthly instalment of the Rent payable in that month in which the Relevant Review Date occurs;

B is the monthly instalment of Rent payable in the month immediately preceding the Relevant Review Date;

C is the number of days in the period commencing on the first day of that month in which the Relevant Review Date occurs and ending on the day before the Relevant Review Date;

D is the Rent which is reviewed or adjusted pursuant to clause 17 expressed as a monthly Rent;

E is the number of days in the period commencing on the Relevant Review Date and ending on the last day of that month in which the Relevant Review Date occurs; and

F is the number of days in that calendar month in which the Relevant Review Date occurs.

1. Payment of interest
	1. Interest
		1. If:
			1. the Rent is more than 20 Working Days in arrears;
			2. the Landlord has given a Notice to the Tenant specifying:
				1. the period that the Rent is in arrears;
				2. the amount of the arrears; and
				3. that unless the arrears are paid within 20 Working Days of the Notice interest in accordance with this clause 18.1 will be payable; and
			3. the Tenant does not object to that Notice within 20 Working Days of its receipt,

the Tenant agrees to pay to the Landlord the simple interest amount (calculated in accordance with clause 18.1.2.c) on the Rent in arrears at the General Interest Charge Rate calculated in respect of each day from the day the amount was due up to and including the day that payment is made in accordance with the formula in clause 18.1.2.

* + 1. For the purpose of this clause 18:
			1. **General Interest Charge Rate** means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day; and
			2. **the day that payment is made** is the day when the Tenant's system generates a payment request into the banking system for payment to the Landlord; and
			3. $SI=UA x GIC x D$

where:

SI is the simple interest amount;

UA is the unpaid amount;

GIC is the General Interest Charge Rate; and

D is the number of days from the day after payment was due up to and including the day that payment is made.

* 1. Payment obligations
		1. The Tenant is under no obligation to pay any amount (except for Rent) which the Tenant becomes liable to pay under this Lease until 20 Working Days after the Landlord has furnished the Tenant with a correctly rendered tax invoice which complies with the GST law (and where the GST law does not apply with a written demand) and which contains reasonable particulars of the amounts claimed by the Landlord and, where applicable, reasonable proof of payment of those amounts by the Landlord.
1. Cost of operating Services
	1. Landlord to pay for operation of Services
		1. Subject to clauses 20.1.1 and 21.1.1, the Landlord agrees to pay for all electricity, gas and water consumed in operating the Services.
2. Cost of consumption of utilities
	1. Tenant to pay for consumption and use on Premises
		1. Provided the Landlord complies with clause 32, the Tenant agrees to pay to the suppliers all charges for separately metered:
			1. electricity;
			2. gas;
			3. water (whether described as water consumption charges or excess water charges but excluding water rates); and
			4. telecommunications and data Services,

consumed or used by the Tenant on the Premises (except for electricity, gas, water, telecommunications and data Services consumed or used in operating the Services) and

* + - 1. electricity consumed or used by the Tenant from the use of the Electric Vehicle Charging Points.

^User Note: clause 20.1.1.e may require amendment to reflect the nature of EV Charging Points installed and how power costs are recovered by the Landlord e.g. If EV Charging points provide for the consumer to pay at the EV Charging point, 20.1.1.e should be removed and an additional clause added to address payment by the end user at the consumption point. In addition, if the lease is a net lease, consideration should also be given to whether power consumed in operating EV Charging Points may be covered by a head of reimbursable outgoings. Care should be taken to ensure that the Tenant does not pay for power consumed in operating the EV Charging Points under this clause 20.1.1 and under the outgoings reimbursement framework under a net lease arrangement. ^

1. Tenant pays outside Normal Business Hours air-conditioning cost
	1. Tenant pays cost of requested air-conditioning outside Normal Business Hours
		1. The Tenant agrees to pay to the Landlord the cost of air-conditioning the Premises outside Normal Business Hours in accordance with clause 36.3.
2. Rates, taxes and operating expenses
	1. Landlord to pay rates, taxes and operating expenses
		1. The Landlord agrees to pay all rates, taxes and other operating expenses in respect of the Land, the Building and the Premises except for those which the Tenant is required to pay under this Lease.
3. Payment of Outgoings by Tenant
	1. Tenant to pay a proportion of Outgoings
		1. In this Lease:

|  |  |
| --- | --- |
| Commencement Date of each Outgoings Year | meansa. in the case of an Outgoings Year which ends in the first year of the Term - the Commencement Date; andb. in other cases - each 1 July falling within the Term. |
| Estimated Outgoings | means a reasonable estimate of the Tenant’s Contribution to Outgoings for the relevant Outgoings Year; ^User note - This should be deleted where Outgoings are payable only after the Landlord has paid them and has produced the tax invoice, assessment and receipt.^ |
| Estimated Outgoings Notice | means a Notice which specifies the Estimated Outgoings for the relevant Outgoings Year; ^User note - This should be deleted where Outgoings are payable only after the Landlord has paid them and has produced the tax invoice, assessment and receipt.^ |
| Objection Notice | means a Notice from the Tenant to the Landlord in which the Tenant objects to the nature or any detail or the amount of any Outgoings which the Landlord advises are to be paid or reimbursed by the Tenant under this clause 23.1. |
| Outgoings | means those outgoings listed in Item 19 of the Information Table. |
| Outgoings Commencement Date | means the later of the Commencement Date and the Rent Commencement Date. |
| Outgoings Year | means each period of 12 months commencing on 1 July and ending on 30 June even if part of that 12 month period does not fall within the Term. |
| Tenant’s Contribution | means the amounts determined from time to time in accordance with the following formula:**C = P x N x I** **Y**where:C is the Tenant’s Contribution;P is the Tenant’s Proportion expressed as a percentage;N is the number of days of the Term falling within the relevant Outgoings Year; I is the amount of Outgoings for the relevant Outgoings Year; andY is 365 (or 366 in the case of a leap year). |
| Tenant’s Proportion | means the proportion that the net lettable area of the Premises bears to the net lettable area of the Building assuming that the whole of the net lettable area of the Building is being used as office accommodation. |

^User note – Subclauses 23.1.2 to 23.1.6 are to be used when Outgoings are payable on an 'estimate' rather than 'actual basis'. Delete those subclauses and reorder the remaining subclauses if the Parties have agreed that Outgoings are payable on an 'actual' basis.^

* + 1. Subject to clause 23.1.3 and clause 23.1.5 the Tenant agrees to pay to the Landlord the Tenant’s Contribution for each Outgoings Year.
		2. The Landlord agrees to provide the Estimated Outgoings Notice to the Tenant on the Commencement Date of each Outgoings Year.
		3. The Tenant agrees to pay the Landlord the Estimated Outgoings set out in the Estimated Outgoings Notice by consecutive equal monthly instalments (or proportionately for any part of a month) in advance at the same time as the Tenant is required to pay the Rent.
		4. Within 3 months after the expiry of each Outgoings Year, the Landlord agrees to provide to the Tenant an audited statement of Outgoings specifying the actual amount of the Tenant’s Contribution incurred for that Outgoings Year, and if requested by the Tenant, copies of all relevant invoices, accounts and assessments paid by the Landlord.
		5. The Parties agree to make any necessary adjustment by payment or repayment, as the case may be within 1 month after:
			1. the Landlord provides to the Tenant the audited statement under clause 23.1.5; or
			2. the date of determination of a dispute under clause 45 in connection with a statement provided to the Tenant under clause 23.1.5,

whichever date last occurs.

^User note – Subclauses 23.1.7 to 23.1.8are to be used when Outgoings are payable on an 'actual' rather than 'estimate' basis. Delete those subclauses and reorder the remaining subclauses if the Parties have agreed that Outgoings are payable on an 'estimate' basis.^

* + 1. If the Landlord provides the Tenant with receipted assessments evidencing payment of the Outgoings and a suitable tax invoice, the Tenant agrees to reimburse to the Landlord the Tenant’s Contribution for the relevant Outgoings.
		2. The Tenant’s Contribution is payable within 20 Working Days of receipt by the Tenant of the receipted assessments and tax invoice referred to in clause 23.1.7.
		3. The Tenant may at any time give an Objection Notice. If the Tenant gives an Objection Notice the amount objected to (but only that amount) will not be paid or reimbursed to the Landlord until the Parties have reached agreement, or failing agreement, its amount has been determined in accordance with clause 45.
		4. If the Parties do not agree on any objection of the Tenant under clause 23.1.9 within 20 Working Days of the Tenant's Objection Notice then the matter may be referred by either or both of the Parties for resolution in accordance with clause 45.
1. Costs of Lease
	1. Parties bear own costs
		1. Each Party agrees to bear its own costs of and incidental to the negotiation, settlement, preparation and execution of this Lease.
	2. Tenant pays registration fees
		1. The Tenant agrees to pay all registration fees imposed by an Authority in relation to the registration of this Lease on the land titles register in the Jurisdiction in accordance with clause 47.2.
		2. The Parties acknowledge that if a Law:
			1. imposes duty on this Lease; and
			2. imposes that duty on the Tenant,

then the Tenant is only liable to pay that duty if that Law is binding on the Tenant.

1. Tenant to reimburse for additional premiums
	1. Tenant reimburses additional premiums for Landlord insurance
		1. The Tenant agrees to reimburse the Landlord for all additional premiums on the insurances in accordance with clause 40.9.
2. GST
	* 1. Unless otherwise indicated, all consideration for any supply made under this Lease is exclusive of any GST imposed on the supply.
		2. Subject to this clause 26, if one Party (**Supplier**) makes a taxable supply under this Lease 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 26 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 Lease for which the first Party can obtain an input tax credit or decreasing adjustment.
		5. If any payment under this Lease 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.

PART D. BUILDING SERVICES, CONDITION, REPAIR AND MAINTENANCE

1. Tenant’s obligations to maintain and repair
	1. Tenant’s duties
		1. Taking into account the condition of the Premises at the Commencement Date, and subject to clause 27.1.2, clause 38.4 and the Landlord’s obligations under this Lease, the Tenant agrees to keep and maintain the Premises in good and tenantable repair and condition.
		2. The Tenant is not obliged to repair:
			1. damage resulting from fair wear and tear, fire, lightning, storm, flood, rising sea, rivers, creeks or water catchment levels, tempest, earthquake, water damage (including sprinkler leakage and rain water), radiation, fusion, explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, termites, structural or inherent defect (whether due to faulty design, construction, inadequate supervision, defective or unsuitable materials or other cause), subsidence, inevitable accident, Act of God, riot, civil commotion, acts of terrorism, strikes, enemy action or malicious damage;
			2. any part of the Services or the Structure; or
			3. any damage caused by the Landlord, or an employee, agent or contractor of the Landlord or any other person for whom the Tenant is not responsible,

except where that need for repair is caused by the act or omission of the Tenant.

1. Landlord’s obligation to maintain and repair
	1. Landlord’s duties to repair, maintain and operate
		1. Subject to the obligations of the Tenant to repair in clause 27.1, the Landlord agrees to keep and maintain:
			1. the Premises, the Landlord’s Fittings and the Building including the Structure and the Services:
				1. watertight (where applicable);
				2. clean;
				3. in good and substantial repair, working order and condition; and
				4. pest and vermin free; and
			2. all gardens and landscaped areas:
				1. clean and free from rubbish; and
				2. in a neat and tidy condition.
		2. Without limiting the Landlord's obligations under clause 28.1.1 the Landlord agrees to replace any plant or equipment which it is reasonably necessary to replace rather than repair, taking into account its age and condition and the frequency and extent of ongoing repair to the relevant plant or equipment.
		3. The Landlord agrees to operate and maintain the Building and the Services efficiently.
	2. Landlord to replace specified items
		1. Without limiting the operation of clause 28.1, the Landlord agrees to replace promptly:
			1. all broken and damaged glass in the windows and doors of the Building including plate glass, unless payment of any insurance moneys in respect of that breakage or damage is not recoverable due to the act or omission of the Tenant;
			2. all damaged or non-operative electric light bulbs, globes, tubes and other means of illumination in all parts of the Land and the Building except for the Premises; and
			3. all damaged ceiling tiles in the Premises and any Common Areas.
	3. Landlord to remedy defects
		1. The Landlord agrees to rectify all defects in the Building which result from:
			1. faulty design;
			2. inadequate or faulty supervision;
			3. materials which are faulty, not compliant with Laws or Requirements or not fit for the purpose; or
			4. failure to construct the Building in a proper and workmanlike manner.
2. Fitness of Premises and Building
	1. Landlord’s warranties as to fitness of Premises and Building
		1. The Landlord warrants that at the Commencement Date, at all times during the Term and any holding over, the Premises and the Building:
			1. are and will remain fit for use and occupation for the Permitted Use;
			2. do and will comply with:
				1. all Laws and Requirements; and
				2. the Performance Standards (if any) and the relevant Australian Standards effective at the Commencement Date (provided that in the event of inconsistency, the higher standard will apply); and
			3. are and will be:
				1. managed and operated at a standard commensurate with the quality of the Premises and the Building at the Commencement Date as compared with comparable Buildings used for the Permitted Use in the city or town in which the Building is located; and
				2. professionally maintained and managed office accommodation.
	2. Landlord’s warranty as to combustible cladding
		1. Without limiting the operation of clause 29.1, the Landlord, having made diligent enquiries, warrants that it is not aware of any Combustible Cladding used on the Building.
		2. If any Combustible Cladding is at any time discovered on or in the Building and the presence of the Combustible Cladding is not attributable to the act or omission of the Tenant, the Landlord agrees to, as soon as practicable after discovering the Combustible Cladding:
			1. notify the Tenant;
			2. take steps to remove and replace the Combustible Cladding with cladding that complies with all Laws and Requirements and any applicable Australian Standards as at the date the Combustible Cladding is discovered;
			3. put in place risk management measures to manage the fire safety risk pending removal and replacement of the Combustible Cladding;
			4. comply with all Laws and Requirements relating to the existence, removal and replacement of Combustible Cladding from the Building; and
			5. ensure that the Building complies with all Australian Standards relevant to Combustible Cladding from time to time.
	3. Landlord’s warranties as to health and safety
		1. Without limiting the operation of clauses 29.1 and 29.2, the Landlord, having made diligent enquiries, warrants that:
			1. it is not aware of any:
				1. materials containing Asbestos existing in the Land or the Building; or
				2. Hazardous Chemicals existing in the Land or Building; and
			2. the air-conditioning system and any other relevant parts of the Services have been treated and maintained and throughout the Term and any holding over period will be treated and maintained:
				1. in accordance with the relevant Laws, Requirements and Australian Standards to prevent the occurrence of any Hazardous Disease; and
				2. in a manner which satisfies the requirements of the *Work Health and Safety Act 2011* (Cth), all Laws and Requirements including *Managing the Work Environment and Facilities Code of Practice 2024* (as amended from time to time) approved pursuant to section 274 of the *Work Health and Safety Act 2011* (Cth) and any other Laws or Requirements applicable to health and safety from time to time.
	4. Treatment of Hazardous Chemicals and Hazardous Disease
		1. The Parties must use reasonable endeavours to ensure that they do not bring any Hazardous Chemicals or Hazardous Disease on to the Land or in to the Building.
		2. If any Hazardous Chemicals or Hazardous Disease are at any time discovered on the Land or in the Building, the Landlord agrees to:
			1. notify the Tenant promptly; and
			2. remove or eradicate the Hazardous Chemicals or Hazardous Disease promptly and in a safe manner.
	5. Premises unsafe due to presence of Combustible Cladding, Hazardous Chemicals or Hazardous Disease
		1. If the Tenant considers that the presence of Combustible Cladding, Hazardous Chemicals or Hazardous Disease may cause risk to the health of occupants or users of the Premises (acting reasonably) and the Tenant elects to vacate the Premises until such time as the Combustible Cladding, Hazardous Chemicals or Hazardous Disease is removed or eradicated and the Premises are rendered safe, subject to clause 29.5.2 the Landlord agrees to pay the Relocation Expenses of the Tenant.
		2. The Landlord is not required to pay the Relocation Expenses of the Tenant if the presence of Combustible Cladding, Hazardous Chemicals or Hazardous Disease is attributable to the act or omission of the Tenant.
	6. Landlord to provide information, consultation, co-operation and co-ordination
		1. The Landlord agrees to provide promptly on request such information, consultation, co-operation and co-ordination as is reasonably required by the Tenant to comply with its obligations under Laws including the *Work Health and Safety Act 2011* (Cth), the *Work Health and Safety Regulations 2011* (Cth), any code approved in accordance with section 274 of the *Work Health and Safety Act 2011* (Cth),andany other Laws or Requirements related to health and safety applicable from time to time.
3. Cleaning the Premises, the Building and the Land
	1. Cleaning the Premises
		1. The Party identified in Item 20 agrees to clean and maintain the Premises in a clean and tidy condition and that Party may engage a cleaning contractor to clean the Premises on its behalf.
		2. If the Party identified in Item 20 is the Tenant, the Tenant may engage the Landlord's cleaning contractor to clean the Premises on the Tenant's behalf if the Tenant is satisfied that the procurement of the cleaning contractor is consistent with any applicable Commonwealth Law, Requirement or policy.
	2. Cleaning the Building and the Land
		1. The Landlord agrees to clean and maintain in a clean and tidy condition all parts of the Land and the Building with the exception of:
			1. the Premises (unless the Landlord is the Party identified in Item 20); and
			2. other premises in the Building which are:
				1. leased or licensed to a third party tenant; and
				2. entirely contained within a floor of the Building.
		2. The cleaning of the exterior surfaces of the windows in the Building will be undertaken not less often than is specified in Item 21.
	3. Failure by Landlord to clean
		1. If the Landlord fails to perform its obligations in clauses 30.1 and 30.2, the Tenant may give a Notice to the Landlord giving particulars of the failure.
		2. If the standard of cleaning is still unsatisfactory at the expiration of 10 Working Days from the date of the Tenant's Notice under clause 30.3.1 the Tenant may carry out supplementary cleaning and:
			1. the cost of that cleaning will be a debt due and payable by the Landlord to the Tenant within 20 Working Days after demand; and
			2. the Tenant may recover the cost from the Landlord by setoff in Rent or other money payable by the Tenant to the Landlord under this Lease.
	4. Waste
		1. The Landlord agrees that the Tenant is entitled to make its own waste and rubbish disposal arrangements with alternative vendors.
		2. The Landlord agrees to provide promptly on request such information, consultation, co-operation and co-ordination as is reasonably required by the Tenant to comply with its obligations under Laws and Requirements including the Net Zero Strategy and associated emissions reporting,andany other Laws or Requirements related to Government policy applicable from time to time.
4. Green Lease Schedule, Building Energy Efficiency Disclosure and NABERS
	1. Green Lease Schedule
		1. If Item 22 states a GLS applies to this Lease, the Parties agree that the GLS identified in Item 22 and attached in Schedule 7 is incorporated into and forms part of this Lease and each Party agrees to comply with the terms of the GLS.
		2. If any conflict arises between:
			1. the terms and conditions contained in this Lease; and
			2. any clauses or parts of the clauses of the GLS,

then:

* + - 1. in so far as the issue to be resolved relates to or affects the rights and obligations of the Parties under the GLS; and
			2. unless the particular terms and conditions contained in this Lease expressly provide that they prevail over the GLS,

the clauses (or the relevant parts of the clauses) of the GLS prevail to the extent necessary to resolve the conflict.

* + 1. The Landlord warrants that the Landlord is compliant with any obligations it may have under the *Building Energy Efficiency Disclosure Act 2010* (Cth) in relation to all buildings owned or leased by the Landlord. The Landlord agrees to continue to be so compliant for the duration of this Lease.
	1. Landlord to provide environmental management information
		1. The Landlord must obtain an accredited rating certificate under the NABERS which complies with Schedule 6 and the GLS for each successive period of 12 months of the Term (**Accredited Rating Certificate**).
		2. Within three months after each anniversary of the Commencement Date, the Landlord must provide to the Tenant a copy of the Accredited Rating Certificate which relates to the preceding 12 month period.

^User Note – Insert details of the NABERS rating required for the Premises in accordance with the Net Zero Strategy and the GLS to be inserted in Schedule 7.^

1. Metering for electricity, gas and water
	* 1. The Landlord:
			1. will ensure that from the Commencement Date the Premises are separately metered for electricity (with the meters meeting the specifications set out in Item 23), water and, where applicable, gas;
			2. will ensure that from the Commencement Date the Electric Vehicle Charging Points are separately metered for electricity;
			3. will ensure that the meters have an accuracy class suitable for customer billing and the meter register is readily accessible for billing;
			4. will ensure that the meters have a National Meter Identifier (NMI) and provide the Tenant with the NMI data upon request by the Tenant;
			5. agrees that if the Tenant requires, management of the meters will reside with the Tenant on installation; and
			6. agrees that the Tenant is entitled to purchase its own electricity.
		2. The Landlord will ensure that from the Commencement Date there is separate metering for electricity (with the meters meeting the specifications set out in Item 23), gas and water for central Services in the Building including Common Areas.
		3. The Tenant agrees to reimburse to the Landlord the reasonable cost of complying with clause 32.1.1.
		4. In the event that the GLS contains requirements which are different to this clause 32 the GLS takes precedence.
2. Repainting and recarpeting
	1. Landlord to repaint and replace floor coverings
		1. The Landlord agrees:
			1. to repaint, colour or paper the Premises and the Building (including the external parts of the Building and the Common Areas previously painted, coloured or papered):
				1. as often as may become necessary due to fair wear and tear (but in respect of the Premises not less often than is specified in Item 24) and in colours approved by the Tenant;
				2. in a proper and workmanlike manner; and
				3. with materials of no lesser standard to those used previously; and
			2. to replace:
				1. in a proper and workmanlike manner; and
				2. in accordance with the relevant Australian Standards at that time,

all carpet and other floor coverings within the Premises and the Common Areas on those floors of the Building on which the Premises are located and all stairways connecting those floors as often as may become necessary due to fair wear and tear (but not less often than is specified in Item 25) with floor coverings of no lesser standard to those used previously.

* + 1. The Tenant will reimburse the Landlord for the cost of repainting if such repainting is necessitated by damage caused by the Tenant.
		2. The Tenant will reimburse the Landlord for the cost of replacing the floor coverings or carpet if the replacement is necessitated by damage caused by the Tenant.
	1. Tenant to uplift non fixtures
		1. The Tenant agrees to move and uplift at the Landlord’s reasonable cost, the Tenant’s Fittings which are not fixtures to the extent necessary to enable the Landlord to carry out its obligations under clause 33.1.
	2. Tenant has no obligation to uplift fixtures
		1. Nothing in this Lease requires the Tenant to take down or dismantle the Tenant’s Fittings which are fixtures and the Landlord agrees to lay any replacement carpet and floor coverings up to the face of those fixtures.
	3. When Landlord should perform work
		1. The Landlord agrees to:
			1. carry out all work it is obliged to do under this clause 33 outside of Normal Business Hours; and
			2. with as little disruption as possible to the Tenant’s use and occupation of the Premises.
1. Maintenance and service contracts
	1. Landlord to effect maintenance contracts
		1. The Landlord agrees to effect and maintain contracts for the maintenance and repair of the Services in accordance with the relevant Australian Standards with respectable and recognised maintenance and repair contractors. Nothing in this clause limits in any way the Landlord’s obligations to keep and maintain the Services in accordance with this Lease.
	2. Landlord to provide information on Services contracts
		1. On the Commencement Date, on each anniversary of the Commencement Date and at other times when reasonably requested by the Tenant, the Landlord agrees to provide to the Tenant a certificate by the Landlord’s air-conditioning maintenance contractor certifying that:
			1. the performance and maintenance of the air-conditioning system complies with the requirements of this Lease and all Laws and Requirements; and
			2. the maintenance and repair of the air-conditioning system has been carried out in accordance with the current air-conditioning maintenance contract.
		2. If the Tenant requests, the Landlord agrees to produce to the Tenant a copy (which may remove or redact confidential commercial terms) of each of the current contracts for the maintenance and repair of the Services required by clause 34.1.
2. Heritage
	1. Landlord's representations
		1. The Landlord represents to the Tenant that at the Commencement Date:
			1. the Land and/or Building is not on a Heritage List; and
			2. it has no knowledge of any proposal for the Land and/or Building to be so listed.
	2. Landlord's heritage obligations
		1. The Landlord agrees to:
			1. notify the Tenant within 5 Working Days of receipt of any proposal or becoming aware of a proposal to include the Building and/or Land on a Heritage List;
			2. provide the Tenant with any information which the Landlord has, or reasonably should have, with regard to any proposal or nomination for listing;
			3. comply with any Law or Requirement (including any management plan) relating to the listing of the Building and/or Land on a Heritage List;
			4. provide the Tenant with a copy of any management plan when available; and
			5. provide the Tenant with such other information in respect of the Building and/or Land, its heritage value and on-going management strategy as the Tenant reasonably requires.
3. Air-conditioning and other Services
	1. Landlord to provide and operate Services
		1. The Landlord agrees to:
			1. provide and operate the Services (other than the air-conditioning) at all times; and
			2. provide and operate the air-conditioning during Normal Business Hours with any warming up or cooling down outside those hours,

in accordance with all applicable Laws or Requirements, the Performance Standards (if any) and the relevant Australian Standards effective at the Commencement Date provided that in the event of inconsistency, the highest standard will apply.

* + 1. If any of the Services becomes unusable or otherwise incapable of being operated in accordance with clause 36.1.1 from any cause the Landlord agrees to repair or replace those Services as soon as practicable.
	1. Landlord to provide after hours Services
		1. At the Tenant’s request the Landlord agrees to provide air-conditioning and ventilation Services to any one or more of the floors of the Building in which the Premises are located outside Normal Business Hours in accordance with the standards specified in clause 36.1.1.
	2. Tenant pays cost of requested air-conditioning outside Normal Business Hours
		1. If:
			1. at the Tenant's request, the Landlord provides air-conditioning and ventilation Services outside Normal Business Hours in accordance with clause 36.2; and
			2. the air-conditioning system is capable of operating on a zone basis,

the Tenant agrees to pay to the Landlord within 20 Working Days after receipt of a tax invoice complying with the GST law the cost of:

* + - 1. providing conditioned air calculated at the rate in Item 27 per floor agreed by the Parties for each hour or part of an hour during which that Service is being provided to that floor; and
			2. providing ventilation calculated at the rate in Item 27 agreed by the Parties for each hour or part of an hour during which that Service is being provided to that floor.
	1. Tenant may monitor air-conditioning performance
		1. The Tenant may install within the Premises equipment to monitor the performance of the air-conditioning and ventilation systems.
		2. If required by the Tenant, the Landlord agrees to produce to the Tenant, the Landlord’s records relating to the operation and performance of the air‑conditioning and ventilation systems within 10 Working Days of request by the Tenant (or within any longer period specified in the Tenant's request).
	2. Landlord to monitor Electric Vehicle Charging Points performance
		1. The Landlord must monitor the performance of the Electric Vehicle Charging Points and provide such information to the Tenant at the Tenant’s request.
		2. If required by the Tenant, the Landlord must produce to the Tenant the Landlord’s records relating to the operation, performance and maintenance of the Electric Vehicle Charging Points within 10 Working Days of request by the Tenant (or within any longer period specified in the Tenant's request).
1. Premises unfit for use and occupation
	1. Circumstances giving rise to unfitness
		1. The Parties acknowledge that in this clause a reference to the Premises being wholly or partially unfit for the Tenant's use and occupation includes where the Premises are wholly or partially unfit for the Tenant's use and occupation arising from:
			1. the Services malfunctioning or not being provided in accordance with the requirements of this Lease;
			2. the presence in or on the Building of Combustible Cladding, Asbestos, a Hazardous Disease or Hazardous Chemical (unless the Landlord can demonstrate to the Tenant's reasonable satisfaction that there is no risk to the occupants and users of the Building);
			3. a structural fault or defect in the Building or the Services;
			4. the destruction of or damage to the Building or the Services;
			5. the Building being wholly or substantially inaccessible;
			6. the Premises being wholly or partially inaccessible; or
			7. a breach of the Landlord's obligations under clause 7.1.1.
	2. Tenant's rights if Premises unfit
		1. If the Premises are wholly or partially unfit for the Tenant's use and occupation for the Permitted Use:
			1. the Rent and all other moneys payable by the Tenant under this Lease, or a fair and just proportion according to the nature and extent of the effect of the unfitness of the Premises, will be suspended and cease to be payable from the date the unfitness commences until:
				1. the Premises have been made fit for use and occupation for the Permitted Use; and
				2. a further period has elapsed which is reasonable in all the circumstances to allow the Tenant to carry out any necessary refitting of the Premises; and
			2. the Tenant's covenant to repair and maintain in good and tenantable repair any part of the Premises for which Rent has been suspended will cease for so long as the Premises are unfit to use and occupy for the Permitted Use.
		2. If the unfitness for use and occupation arises as a result of the Services malfunctioning or not being provided in accordance with the requirements of this Lease (**Services Failure**):
			1. the Tenant's right to abatement under clause 37.2.1 only commences if:
				1. the Tenant has given Notice of the Services Failure to the Landlord; and
				2. the unfitness for use and occupation continues for 2 Working Days after that Notice was given; and
				3. the Services Failure was caused by an event that was either:

within the Landlord's reasonable control; or

outside the Landlord's reasonable control and the Landlord has not taken all reasonable steps to arrange for the Services to be reinstated in a timely manner; and

* + - 1. if Services Failure relates to Services located within the Premises and remains uncorrected for a period of 5 Working Days after Notice is given under clause 37.2.2.a.i:
				1. the Tenant may carry out the necessary repairs;
				2. the cost of the repairs will be a debt due and payable by the Landlord to the Tenant within 20 Workings Days of demand; and
				3. the Tenant may recover the cost of the repairs by a setoff in Rent or other moneys payable by the Tenant under this Lease.
		1. If the Premises are wholly or partially unfit for the Tenant's use and occupation, the Tenant, without prejudice to any other rights and remedies:
			1. may elect to vacate the Premises until such time as the Premises are again fit for the Tenant's use and occupation or clause 37.2.3.b applies (and in both cases the Landlord agrees to pay the Relocation Expenses of the Tenant);
			2. in addition to, or as an alternative to its right to vacate the Premises under clause 37.2.3.a, may by Notice terminate this Lease if:
				1. an Expert certifies that the Premises are likely to remain wholly or partially unfit for use and occupation for the Permitted Use for 3 months or more after the date of the certificate;
				2. the Building is condemned as a dangerous building or structure by any Authority having jurisdiction for that purpose; or
				3. the Premises remain wholly or partially unfit for use and occupation for the Permitted Use for a period of 3 months after the date on which the Premises became unfit.
		2. For the purposes of clause 37.2.3.b, neither Party is required to give to the other a Dispute Notice before requesting the appointment of an Expert to provide certification in accordance with clause 37.2.3.b.
	1. Landlord's right to terminate Lease
		1. If the Premises are rendered wholly unfit for the Tenant's use and occupation for the Permitted Use the Landlord (but only where the unfitness arises by any cause which is not attributable to the act or omission of the Landlord) may terminate this Lease by Notice to the Tenant if the Notice:
			1. is given within 40 Working Days after the unfitness commences; and
			2. is accompanied by a certificate given by an Expert that the Premises are likely to remain wholly unfit for use and occupation for the Permitted Use for 3 months or more after the date of the certificate.
		2. For the purposes of clause 37.3.1.b, neither Party is required to give to the other a Dispute Notice before requesting the appointment of an Expert under clause 45 to provide certification under clause 37.3.1.b.
	2. Tenant's act or omission
		1. To the extent that the Tenant's act or omission caused the unfitness of the Premises, the Tenant may exercise its rights under this clause only to the extent that the Landlord is entitled to be indemnified from insurance or would have been so entitled if it had insured in accordance with this Lease.
	3. Termination under this Part – Rights on termination
		1. If either Party terminates this Lease under this Part D:
			1. the termination will not prejudice the rights or Claims of either Party in existence prior to that termination; and
			2. despite any clause to the contrary, the Tenant is not required to remove its Fittings or Tenant’s Alterations, redecorate, restore, reinstate or make good the Premises.

PArt E. LEASE END OBLIGATIONS

1. Deliver up at Lease end
	1. Tenant delivers up Premises
		1. At the expiry or termination of this Lease or any holding over the Tenant agrees to deliver up the Premises in good and tenantable repair and condition taking into account the condition of the Premises at the Commencement Date and subject to clause 38.2.1 and clause 38.4.1.
	2. Removal of signs
		1. If:
			1. the Landlord has consented to the Tenant affixing a sign in accordance with clause 12.2.2; and
			2. it was a condition of that consent that the sign be removed or painted out at the expiry or termination of this Lease or any holding over,

then at the expiry or termination of this Lease or any holding over, the Tenant agrees to remove or paint out, according to the reasonable requirements of the Landlord, all signs, advertisements and notices affixed in accordance with the Landlord's consent.

* 1. Fittings and Tenant’s Alterations at Lease end
		1. On or before the expiry or termination of this Lease or any holding over the Tenant may remove all or any of its Fittings and Tenant’s Alterations.
		2. If the Tenant chooses to remove all or any of its Fittings or Tenant's Alterations, and in doing so it causes damage to the Premises then:
			1. if the damage is material; and
			2. the damage is in a location and of a type and to an extent which would disadvantage the Landlord in reletting the Premises,

the Tenant agrees to repair that damage.

* + 1. If the Tenant does not remove all or any of its Fittings and Tenant’s Alterations on or before the expiry or termination of this Lease or any holding over, those Fittings and Tenant’s Alterations not removed will become the property of the Landlord.
	1. Tenant's make good obligations
		1. The Tenant is only obliged to make good to the extent described in Item 28.

PArt F. RISK AND INSURANCE

1. Indemnity by Tenant
	1. Indemnity
		1. Subject to clause 40, the Tenant agrees to indemnify the Landlord from and against all Claims for which the Landlord becomes liable and which arise from:
			1. the negligent use or misuse by the Tenant of the Services;
			2. overflow or leakage of water in or from the Premises to the extent caused or contributed to by the negligent act or omission of the Tenant; or
			3. loss, damage or injury to property or to a person within or outside the Premises or the Building to the extent caused or contributed to by the negligent act or omission of the Tenant in connection with the Tenant’s use of the Premises.
		2. The Tenant’s indemnity under this clause 39.1 is limited to $[to be inserted] in the aggregate and will expire on the expiry or earlier termination of this Lease.

^User Note: The Tenant is to insert its own capped figure for the indemnity, having regard to RMG414, the specific lease in question and its own risk profile. The Tenant should also be aware of the terms and conditions of cover for indemnities that are specified in the Comcover Statement of Cover ^

* + 1. As soon as practicable after becoming aware of any event, circumstance or Claim which may give rise to the Landlord relying on the indemnity in this clause 39.1, the Landlord:
			1. agrees to notify the Tenant in writing of the event, circumstance or Claim and provide reasonable details; and
			2. agrees to use its best endeavours to mitigate any loss, damage or expenses arising out of or in connection with the event, circumstance or Claim.
		2. The Parties agree that if the Tenant requires, the Tenant will be entitled to have the conduct of any Claim in respect of which the indemnity in this clause 39.1 applies. The Landlord agrees to co-operate with the Tenant in the conduct of the Claim.
		3. Nothing in this clause 39 acts as a general limitation on the liability of the Tenant.
1. Insurance
	1. Acknowledgment of Tenant as self-insurer
		1. The Parties agree that while the Tenant is a Corporate Commonwealth Entity, a Non-corporate Commonwealth Entity or a Commonwealth Company and maintains arrangements for risk coverage through Comcover or any equivalent successor, the Tenant is not required to take out any other insurance for the purpose of this Lease.
	2. Landlord’s insurance responsibilities
		1. The Landlord agrees to take out and maintain;
			1. Building Insurance;
			2. Public Risk Insurance; and
			3. Plate Glass Insurance.
	3. Form of insurance
		1. The Landlord agrees that the insurance to be taken out under clause 40.2 will be:
			1. taken out with a reputable insurer;
			2. in the general form of policy issued by the insurer for that class of insurance subject only to any special terms required by the insurer to provide for the matters set out in this clause 41; and
			3. in accordance with Item 29.
	4. Landlord’s warranties about insurance
		1. The Landlord warrants that:
			1. the use of the Premises for the Permitted Use does not render void or voidable the Landlord’s insurance; and
			2. the provisions of this Lease do not affect the Landlord’s right to be indemnified under the insurances required by clause 40.2.
	5. Landlord to prove currency of insurance
		1. If the Tenant requests, the Landlord agrees to produce to the Tenant reasonable proof of the currency of any of the insurances required by clause 40.2.
		2. The Landlord agrees to notify the Tenant promptly if any of the insurances required by clause 40.2 lapse or become void, voidable or otherwise unenforceable.
	6. Application of insurance proceeds
		1. If, during the Term:
			1. the Building is damaged or destroyed by a risk against which the Landlord is required by this Lease to insure;
			2. the payment of insurance moneys under the insurance policy has not been refused in whole or in part because of any act or omission of the Tenant; and
			3. the Tenant has notified the Landlord within 20 Working Days after the date of the damage or destruction that it requires the Landlord to reinstate the Building,

the Landlord agrees to act promptly and do its best to reinstate the Building including:

* + - 1. claiming and obtaining payment of any insurance moneys to which it is entitled under the insurance policy for the damage or destruction;
			2. obtaining any permission, permits and consents that may be required under a Law or Requirement to enable the Landlord to reinstate the Building; and
			3. using all relevant insurance proceeds (except sums for loss of Rent) in reinstating the Building making up any difference between the cost of reinstating and the insurance proceeds.
	1. Tenant not to void Landlord’s insurance
		1. As long as the Landlord has provided the Tenant with the relevant information regarding the terms of its insurance, the Tenant agrees not to do anything which renders void or voidable the Landlord's insurance taken out under this Lease.
	2. Limitation on Tenant’s obligations
		1. Notwithstanding anything contained or implied in this Lease, the Tenant is only liable for damage or destruction caused by the Tenant to the Building to the extent that the Landlord:
			1. is not entitled to receive indemnity under an insurance policy which the Landlord is required to effect under clause 40.2; or
			2. would not have been so entitled had the Landlord insured in accordance with that clause.
	3. Tenant reimburses additional premiums for Landlord insurance
		1. Subject to clause 40.9.2, if:
			1. the Landlord provides to the Tenant independent evidence that the Landlord has paid additional premiums for the matters specified in clause 40.9.1.c and clause 40.9.1.d; and
			2. the amount of the additional premium attributable to those matters is identified in that independent evidence,

the Tenant agrees to reimburse the Landlord for all additional premiums on the insurances in clause 40.2 as a result of:

* + - 1. the Tenant being named as a co-insured; or
			2. a waiver by the insurer of its rights of subrogation against the Tenant.
		1. Clause 40.9.1 will not apply if the additional premiums are reimbursable or payable by the Tenant as Outgoings.

PART G. DEALINGS WITH LEASE

1. Assignment and subletting
	1. Consent to assignment and subletting
		1. The Tenant may assign, sublet, part with possession or deal with its interest in this Lease after obtaining the Landlord’s prior consent.
		2. The Landlord’s consent is not required if the Tenant assigns, subleases, parts with possession or deals with its interest in this Lease to a Corporate Commonwealth Entity, a Non-corporate Commonwealth Entity or a Commonwealth Company.
		3. The Tenant agrees to notify the Landlord within a reasonable time of any action taken in the exercise of its rights under clause 41.1.2.
	2. Information to be given on assignment
		1. The Tenant’s request for the Landlord’s consent to an assignment of this Lease will include:
			1. the name and the address of the proposed assignee;
			2. 2 references as to the proposed assignee’s financial circumstances;
			3. a copy of the proposed deed of assignment; and
			4. such other information as the Landlord reasonably requires.
	3. Landlord to give consent to assignment
		1. The Landlord agrees to give its consent if:
			1. the Tenant satisfies the Landlord that the proposed assignee is financially secure and has the ability to carry out the Tenant's obligations under this Lease;
			2. the proposed assignee:
				1. signs a deed or agreement in which it covenants with the Landlord and the Tenant to perform the obligations of the Tenant under this Lease; and
				2. if the Landlord requests, gives reasonable security and takes out any insurance policies in respect of this Lease reasonably required by the Landlord;
			3. the Tenant complies with any other reasonable requirements of the Landlord;
			4. the Tenant is not in breach of this Lease; and
			5. the Tenant pays the Landlord's reasonable costs of giving its consent.
		2. With effect from the date of assignment of this Lease the Tenant is released from all obligations and liabilities arising under this Lease.
	4. Information to be given on subletting
		1. The Tenant’s request for the Landlord’s consent to a sublease will include:
			1. the name and the address of the proposed subtenant;
			2. 2 references as to the proposed subtenant’s financial circumstances;
			3. a copy of the proposed sublease; and
			4. such other information as the Landlord reasonably requires.
	5. Landlord to give consent to subletting
		1. The Landlord agrees to give its consent to a subletting if:
			1. the Tenant complies with the reasonable requirements of the Landlord;
			2. the Tenant is not in breach of this Lease; and
			3. the Tenant pays the Landlord's reasonable costs of giving its consent.
	6. What are Landlord’s reasonable costs
		1. In clauses 41.3 and 41.5, the Landlord’s reasonable costs comprise its reasonable administrative and legal costs and expenses directly related to the giving of consent including enquiries about a person’s respectability, financial soundness and reputation.
2. Consent of mortgagee
	1. Landlord to obtain consent of mortgagee
		1. If:
			1. the Land is subject to a mortgage, charge or other encumbrance; and
			2. this Lease would otherwise not be binding upon the mortgagee, chargee or encumbrancee,

the Landlord agrees to:

* + - 1. obtain the unconditional written consent to this Lease of the mortgagee, chargee or encumbrancee; and
			2. provide that consent to the Tenant if requested by the Tenant.
1. Landlord Dealing
	1. Landlord Dealings not to diminish
		1. The Landlord agrees that it will not permit the Tenant's estate or interest under this Lease to be terminated because of any Landlord Dealing.
		2. If the Landlord proposes to undertake any Landlord Dealing, it:
			1. must notify the Tenant before the Landlord Dealing occurs;
			2. must ensure that the Landlord Dealing preserves the rights of the Tenant under this Lease and any other relevant agreements between the Landlord and the Tenant and any third parties:
			3. must ensure that any proposed transferee of the Landlord's estate or interest enters into a deed of covenant with the Landlord and the Tenant whereby:
				1. subject to clause 43.1.2.c.ii, the proposed transferee agrees to be bound by all obligations and liabilities of the Landlord under this Lease; and
				2. the proposed transferee agrees to be bound by all obligations and liabilities of the Landlord of the Prior Agreement (if any),

as from the date the Landlord Dealing takes place; and

* + - 1. agrees to pay all costs of the Tenant (including legal costs) in relation to the preparation, review, negotiation and finalisation of the deed of covenant.

PART H. BREACH OR DISPUTE

1. Default and termination
	1. What the Landlord may do if Tenant defaults
		1. If a Tenant's Act of Default occurs, the Landlord may do any one or more of the following without affecting any pre-existing rights of a Party:
			1. re-enter and take possession of the Premises;
			2. by Notice to the Tenant, terminate this Lease; and
			3. exercise any of its other legal rights.
	2. What the Tenant may do if Landlord defaults
		1. If a Landlord's Act of Default occurs, the Tenant may do either one or both of the following without affecting any pre-existing rights of a Party:
			1. subject to any applicable statutory stay on the exercise of rights, including sections 415D, 434J and 451E of the *Corporations Act 2001* (Cth) (as applicable), by Notice to the Landlord terminate this Lease; and
			2. exercise any of its other legal rights.
	3. Applicability to GLS
		1. Clauses 44.1 and 44.2 do not apply to the GLS.
2. Resolution of disputes
	1. Disputes may be referred to an Expert
		1. Subject to any provision of this Lease to the contrary, the Parties agree that a dispute arising under this Lease will be dealt with as follows:
			1. the Party claiming that there is a dispute agrees to give the other Party a Dispute Notice setting out the nature of the dispute;
			2. within 5 Working Days (or such other period as agreed by the Parties in writing) each Party agrees to nominate a representative not having any prior involvement in the dispute;
			3. the representatives will try to settle the dispute by direct negotiation between them;
			4. failing settlement of the dispute within a further 10 Working Days following the direct negotiation (or such other period as agreed by the Parties in writing), or failure of one or both Parties to nominate a representative within the period set out in clause 45.1.1.b, the Parties may agree that the dispute may be referred by either Party for determination by an Expert and in that event clause 45.2 applies; and
			5. if the Parties have been unable to agree to refer the dispute to an Expert either Party may commence legal proceedings.
	2. Process to resolve disputes
		1. If an Expert is appointed by the Parties in accordance with clause 45.1.1.d, each Party may make a submission either orally or in writing to the Expert within 10 Working Days after the date of appointment of the Expert.
		2. In making a determination the Expert will:
			1. act as an expert and not as an arbitrator;
			2. consider any submission made by a Party; and
			3. provide the Parties with a written statement of reasons for the determination.
		3. Subject to clause 45.3.1 the determination of the Expert is conclusive and binding on the Parties.
		4. Nothing in this clause prevents a Party from seeking urgent interlocutory relief through the Courts.
		5. The costs of the Expert will be shared equally between the Parties.
		6. If the Expert fails to deliver a determination within 20 Working Days after the date of appointment, either Party may require the appointment of a further Expert under the above provisions to determine the dispute or may commence legal proceedings.
	3. General dispute resolution provisions
		1. The Parties agree that any dispute arising under the clauses listed in Item 31:
			1. may be dealt with through legal proceedings rather than being determined by the Expert; or
			2. may be dealt with through legal proceedings despite determination by the Expert.

PART I. CO-OPERATIVE PERFORMANCE OF LEASE

1. Co-operative performance of Lease
	1. Acting co-operatively and reasonably
		1. The Parties agree that in relation to this Lease they will act co-operatively and reasonably.
	2. Consents and approvals
		1. Unless otherwise stated, if a Party’s consent or approval is required, the requested Party:
			1. agrees to consider and respond to the request promptly;
			2. agrees not to unreasonably withhold or delay the consent or approval;
			3. may require the requesting Party to comply with reasonable conditions before giving its consent or approval;
			4. agrees not to impose conditions in giving consent or approval which would have the effect of being inconsistent with this Lease; and
			5. agrees not to make payment of its costs a condition of its consent or approval unless a provision of this Lease specifically allows it to do so.
		2. A consent or approval is not effective unless it is in writing and signed by the consenting Party.
	3. Performance of Lease
		1. To the extent appropriate in the circumstances, where this Lease 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 Lease, a Party’s obligations will:
			1. be performed at its cost; and
			2. be performed throughout the Term and any holding over of this Lease.

PART J. GENERAL PROVISIONS

1. General provisions
	1. Applicable Law
		1. This Lease is to be construed in accordance with, and any matter related to it is to be governed by, the Law applying in the Jurisdiction but nothing in this Lease is to be construed as binding the Tenant to comply with Laws or Requirements which do not apply to it of their own force.
		2. The Parties submit to the jurisdiction of the Courts of the Jurisdiction.
		3. The Parties agree that the Laws set out in Item 32 do not apply to this Lease.
	2. Landlord to register Lease
		1. If the Tenant requires this Lease to be registered on the land titles register in the Jurisdiction, the Landlord agrees to promptly do all things required to arrange for this Lease to be registered as soon as practicable after receiving a copy of this Lease in registrable form, executed by the Tenant.
	3. Entire Agreement
		1. Subject to the Prior Agreement (if any), this Lease:
			1. contains the entire agreement and understanding between the Parties on everything connected with this Lease; and
			2. supersedes any prior agreement or understanding on anything so connected.
	4. When things can be done
		1. If a payment is due or a thing is to be done on a day other than a Working Day that payment will be made or the thing done on the next Working Day.
	5. Waiver and variation
		1. The provisions of this Lease will not be varied either in law or in equity except by the written agreement of the Parties.
		2. A provision of, or a right under, this Lease will not be waived except in writing signed by the Party giving the waiver.
		3. A waiver by a Party in respect of a breach of a provision of this Lease by the other Party or of a right under this Lease will not be deemed to be a waiver in respect of any other breach or right.
		4. The failure of a Party to enforce at any time any provision of, or any rights under, this Lease will in no way be interpreted as a waiver of such provision or right.
	6. Time for compliance
		1. Any Notice given by the Landlord in accordance with this Lease requiring the Tenant to pay any moneys or perform any act will allow a minimum period of 20 Working Days (unless a longer period is expressly provided) for compliance.
	7. Sale and Power of Attorney
		1. Any provision expressed or implied in this Lease enabling the Landlord to sell any property of the Tenant or to sign documents or otherwise act as attorney for the Tenant has no effect.
	8. Confidentiality
		1. The Landlord acknowledges that the activities of the Tenant in the Premises are confidential and agrees that it will not disclose to a third party information which comes into its possession pursuant to or as a result of or in the performance of any obligation or right under this Lease, whether that information relates to the business, activities or technical operation of the Tenant or any person dealing with the Tenant or otherwise.
		2. This clause does not apply to disclosure:
			1. to a Commonwealth Minister or Parliamentary Secretary;
			2. required by a Law or Requirement which is applicable to the Commonwealth of Australia; or
			3. to professional advisers for the purposes of administering this Lease provided that before it makes the disclosure the Landlord ensures that those professional advisers are bound by the same duty of confidentiality which applies to the Landlord.
		3. The operation of this clause survives the termination or expiry of this Lease.
	9. Notices
		1. A Notice under this Lease is only effective if it is in writing, and dealt with as follows:
			1. *if given by the Tenant to the Landlord* – given by the Tenant or the Tenant's Representative and addressed to the Landlord’s Representative at the address or email address specified in Item 1 or as otherwise notified by the Landlord; or
			2. *if given by the Landlord to the Tenant* – given by the Landlord or the Landlord's Representative and addressed to the Tenant’s Representative at the address or email address specified in Item 2 or as otherwise notified by the 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 unless the person giving Notice receives notification that the email was undeliverable.
		4. A Notice received after 5 pm, 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.
	10. Notices on Change of Landlord
		1. If:
			1. the Landlord sells or otherwise disposes of its interest in the whole or any part of the Land; or
			2. changes its address for Notices; or
			3. a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under this Lease or becomes entitled to any of the rights and obligations of the Landlord under this Lease,

the Landlord agrees to give the Tenant prompt notice of the above circumstances and, if it fails to do so, then the Landlord releases the Tenant from, and indemnifies the Tenant from and against, all Claims for which the Tenant may become liable as a result of or in connection with the Landlord's failure or delay in notifying the Tenant of the above circumstances.

* 1. Landlord as a trustee
		1. This clause 47.11 applies if the Landlord owns the Premises in the capacity as trustee of a Trust.
		2. The Landlord is bound both personally and in its capacity as a trustee.
		3. The Landlord in its personal capacity and in its capacity as trustee of the Trust, represents and warrants to the Tenant that:
			1. it is the only trustee of the Trust;
			2. so far as it is aware, no action has been taken or proposed to remove it as trustee of the Trust;
			3. it has the power under the Trust to enter into and observe its obligations under this Lease and it has entered into this Lease in its capacity as trustee of the Trust;
			4. it has in full force and effect the authorisations necessary to make this Lease, perform obligations under this Lease and allow this Lease to be enforced (including all authorisations under the Trust and its constitution);
			5. under the constitution of the Trust, it has a right to be indemnified out of the Trust assets in respect of obligations incurred by it;
			6. so far as it is aware, no action has been taken or proposed to terminate the Trust;
			7. so far as it is aware, there are no unremedied breaches of the Trust or its constitution; and
			8. the transaction created by this Lease is for the benefit of the Trust.

PART K. Additional PROVISIONS

1. Commonwealth Supplier Code of Conduct
	* 1. For the purposes of this clause 48, ‘**Commonwealth Supplier Code of Conduct’** or ‘**Code’** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.
		2. The Landlord must comply with, and ensure that it’s officers, employees, agents and contractors comply with, the Code in connection with the performance of this Lease.
		3. The Landlord must:
			1. periodically monitor and assess its, and its officers’, employees’, agents’ and contractors’ compliance with the Code; and
			2. on request from the Tenant, promptly provide information regarding:
				1. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code; and
				2. the Landlord’s compliance with clause 48.1.2.
		4. The Landlord must immediately issue the Tenant a Notice on becoming aware of any breach of clause 48.1.2. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
		5. Where the Tenant identifies a possible breach of clause 48.1.2, it may issue the Landlord a Notice, and the Landlord must, within 3 Working Days of receiving the Notice, either:
			1. where the Landlord considers a breach has not occurred; advise the Tenant that there has not been a breach and provide information supporting that determination; or
			2. where the Landlord considers that a breach has occurred; issue a Notice under clause 48.1.4 and otherwise comply with its obligations under this clause 48.
		6. Notwithstanding clause 48.1.5, the Tenant may Notify the Landlord in writing that it considers that the Landlord has breached clause 48.1.2, in which case the Landlord must issue a Notice under clause 48.1.4 and otherwise comply with its obligations under this clause 48.
		7. A failure by the Landlord to comply with its obligations under any part of this clause will be a material breach of this Lease.
		8. Nothing in this clause or the Code limits, reduces, or derogates from the Landlord’s other obligations under the Lease. The Tenant’s rights under this clause are in addition to and do not otherwise limit any other rights the Tenant may have under the Lease. The performance by the Landlord of its obligations under this clause will be at no additional cost to the Tenant.
		9. The Landlord agrees that the Tenant or any other Commonwealth agency may take into account the Landlord’s compliance with the Code in any future approach to market or procurement process.
2. Notification of Significant Events
	* 1. In this clause 49, a ‘**Significant Event**’ means:
			1. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Landlord or its officers, employees, agents or contractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation including without limitation unethical, anti-competitive or collusive conduct; or
			2. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Landlord or its officers, employees, agents or contractors (including without limitation relating to unethical, anti-competitive or collusive conduct), that may adversely impact compliance with Commonwealth policy, Requirements, or the Commonwealth’s reputation.
		2. The Landlord must immediately issue the Tenant a Notice on becoming aware of a Significant Event.
		3. The Notice issued under clause 49.1.2 must provide a summary of the Significant Event, including the date that it occurred and whether any of the Landlord’s officers, employees, agents or contractors or personnel engaged in connection with this Lease were involved.
		4. The Tenant may Notify the Landlord in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Landlord must issue a Notice under clause 49.1.2 in relation to the event within 3 Working Days of being Notified by the Tenant.
		5. Where reasonably requested by the Tenant, the Landlord must provide the Tenant with any additional information regarding the Significant Event within 3 Working Days of the request.
		6. If requested by the Tenant, the Landlord must prepare a draft remediation plan and submit that draft plan to the Tenant for approval within 10 Working Days of the request.
		7. A draft remediation plan prepared by the Landlord under clause 49.1.6 must include the following information:
			1. how the Landlord will address the Significant Event in the context of the Lease, including confirmation that the implementation of the remediation plan will not in any way impact on the compliance by the Landlord with its obligations under this Lease;
			2. how the Landlord will ensure events similar to the Significant Event do not occur again; and
			3. any other matter reasonably requested by the Tenant.
		8. The Tenant will review the draft remediation plan and either approve the draft remediation plan or provide the Landlord with the details of any changes that are required. The Landlord must make any changes to the draft remediation plan reasonably requested by the Tenant and resubmit the draft remediation plan to the Tenant for approval within 3 Working Days of the request unless a different timeframe is agreed in writing by the Tenant. This clause 49.1.8 will apply to any resubmitted draft remediation plan.
		9. Without limiting its other obligations under this Lease, the Landlord must comply with the remediation plan as approved by the Tenant. The Landlord agrees to provide reports and other information about the Landlord’s progress in implementing the remediation plan as reasonably requested by the Tenant.
		10. A failure by the Landlord to comply with its obligations under this clause will be a material breach of this Lease. The Tenant’s rights under this clause are in addition to and do not otherwise limit any other rights the Tenant may have under the Lease. The performance by the Landlord of its obligations under this clause will be at no additional cost to the Tenant.
3. National Anti-Corruption Commission Act 2022 (Cth)
	* 1. The Landlord acknowledges that it is a contracted service provider for the purposes of the *National Anti‑Corruption Commission Act 2022* (Cth) (**NACC Act**).
		2. The Landlord must comply with any reasonable request, policy or direction issued by the Tenant and otherwise cooperate with the Tenant in relation to any action taken by the Tenant required or authorised by the NACC Act.
4. Rules

^User Note – If the Landlord uses Rules for the Building and the Tenant has agreed that it will comply with the Rules in accordance with clause 15 insert the Rules in this Schedule 1, otherwise insert the words 'As at the Commencement Date, there are no Rules for the Building' or similar.^

1. Plan or Plans of Premises

^User Note – If attaching plans to this Lease will not prohibit registration, insert plans of the Premises in this Schedule 2, otherwise insert the words 'Not applicable'.^

1. Plan of Car Parking Bays

^User Note – If the Tenant will have the use of car parking spaces in accordance with clause 13 and attaching plans to this Lease will not prohibit registration, insert plans of the car parking spaces in this Schedule 3, otherwise insert the words 'Not applicable'.^

1. Market Review Method
	1. Valuer to determine Rent if not agreed
		1. Defined Terms
			1. In this Schedule 4, Rent Period means the period starting on a Market Review Date (including the commencement date of an option term (if applicable)) and ending on the day before the next Review Date.
		2. Determination of Rent
			1. If the Parties fail to agree the Rent for the Rent Period within 3 months of the commencement of that period, the Rent will be determined by a Valuer appointed in accordance with this Schedule 4.
		3. Appointment of Valuer
			1. If the Parties fail to agree on a Valuer within 10 Working Days after the end of a period of 3 months following the commencement of the Rent Period, either Party may request the President to appoint a Valuer and advise the Parties of the name and contact details of the Valuer and the date of appointment within 5 Working Days of that request.
			2. The Valuer must:
				1. determine the open market rental value of the Premises at the commencement date of the relevant Rent Period;
				2. apply the Valuation Rules;
				3. act as an expert and not as an arbitrator; and
				4. give a written determination with reasons within 20 Working Days of the date of appointment.
			3. In making a determination, the Valuer must consider the written and oral submissions of a Party received within 10 Working Days after the Valuer's appointment.
			4. The Valuer's fees and expenses must be paid by the Parties in equal shares.
			5. The Valuer’s determination is final and binding.
			6. If the Valuer fails to make a determination within 20 Working Days of the date of appointment, a Party may request the President to appoint another Valuer and the provisions of this Schedule 4 relating to the appointment of and determination by the Valuer will apply to the extent practicable to the other Valuer.
			7. The Rent agreed or determined under this Schedule 4 is payable from the beginning of the relevant Rent Period.
			8. Until the Rent is agreed or determined under this Schedule 4, the Tenant agrees to pay the Rent which applies immediately prior to the commencement date of the relevant Rent Period.
			9. If the Rent changes by the operation of this Schedule 4, the Parties agree to make any necessary adjustment by payment or repayment within 20 Working Days after the date of agreement or determination under this Schedule 4.
2. Valuation Rules
	1. Valuation Rules
		1. Valuation Rules to determine Rent
			1. The Valuer or Valuers (as the case maybe) will determine the open market rental value at the Market Review Date assuming that:
				1. the Landlord is a willing but not anxious landlord and the Tenant is a willing but not anxious tenant;
				2. the Premises are available with vacant possession,

and taking into account:

* + - * 1. the open market rental value (other than rental values which have been escalated to a predetermined amount or in accordance with movements in the consumer price index or any other index) at the Market Review Date (expressed as a rental rate per square metre) of comparable premises, in the suburb or town or city within which the Building is situated (and where there is insufficient evidence of comparable premises in the relevant suburb or town, then of comparable premises within a comparable suburb or town within the immediate vicinity of that in which the Building is situated) whether that value is determined in respect of new lettings with vacant possession or in respect of occupied premises;
				2. the Permitted Use of the Premises;
				3. the period which will elapse between the Market Review Date and the next Rent review date or, if there is no further Rent review date, the end of the Term;
				4. the increased value of the Premises occasioned by the Landlord repainting or recarpeting the Premises pursuant to this Lease (provided that nothing in this clause will require the Tenant to reimburse the Landlord for the cost of that repainting or recarpeting);
				5. the restriction on user, assignment or subletting;
				6. the terms and conditions generally of this Lease;
				7. any rent-free period, financial contribution (including any contribution towards the cost of fitout) or other concession customarily or likely to be offered to new tenants of comparable vacant premises,

but not taking into account:

* + - * 1. the adverse effect on the condition or rental value of the Premises of any breach of this Lease by the Tenant;
				2. any Fittings and other improvements or alterations installed in or made to the Premises by or for the Tenant, its sub-tenants or their respective predecessors in title during the Term or any period of prior occupation to the intent that the Premises for the purpose of determining the open market rental value will be regarded as cleared space but otherwise serviced and habitable;
				3. any increase in value in the Premises as a result of any structural alterations or other voluntary improvements made to the Premises or the Building (including installation of equipment) by the Landlord at its discretion for any reason (except any carried out at the prior request of the Tenant to which the Tenant has not contributed either by way of service charge or otherwise);
				4. any special interest of the Tenant, its sub-tenants or their respective predecessors in title including the fact that the Tenant is a sitting tenant;
				5. goodwill occasioned by the Tenant, its sub-tenants or their respective predecessors in title;
				6. any right of the Tenant to use any part of the Building or the Land other than the net lettable area of the Premises and the Car Parking Bays; or
				7. any naming rights the Tenant may have in respect of the Building.
1. Performance Standards

^User Note – Insert the agreed Performance Standards for the Building in this Schedule 6.^

1. Green Lease Schedule

^User Note – If this Lease is subject to a Green Lease Schedule, the appropriate GLS (as named in Item 22) should be included in this Schedule 7, otherwise insert the words 'Not applicable'.^

1. Signing Page
	1. DATE

This lease is dated [insert date this Lease is signed]

^User Note – The date of this Lease is the date the second party to sign this Lease signs and should be inserted by hand at the time of signing.^

* 1. SIGNING

This Lease is executed as a deed.

**EXECUTION BY LANDLORD**

^User Note – Choose from following execution clauses for each party.^

**^Execution by natural person^**

|  |  |  |
| --- | --- | --- |
| [SIGNED] [SEALED AND DELIVERED] by [Landlord name]:Name of signatory | ))) | Signature  |
| In the presence of:Name of witness |  | Signature of witness |

**^Execution in accordance with section 127 of the Corporations Act^**

|  |  |  |  |
| --- | --- | --- | --- |
| EXECUTED by [Landlord name] [Landlord ACN] in accordance with the requirements of section 127 of the *Corporations Act 2001* (Cth):Name of director |  | ))) | Signature  |
| Name of director/secretary |  |  | Signature |

|  |  |  |  |
| --- | --- | --- | --- |
| EXECUTED by [Landlord name] [Landlord ACN] in accordance with the requirements of section 127 of the *Corporations Act 2001* (Cth):Name of sole director and sole secretary |  | ))) | Signature  |

**^Execution by affixing the company seal^**

|  |  |  |
| --- | --- | --- |
| THE COMMON SEAL of [Landlord name] [Landlord ACN] the affixing of which was witnessed by:Name of director | ))) | Signature  |
| Name of director/secretary |  | Signature |

**^Execution by a Power of Attorney^**

|  |  |  |
| --- | --- | --- |
| SIGNED for and on behalf of [Landlord name] [Landlord ACN] by:Name of signatory | ))) | Signature  |
| who is authorised by Power of Attorney [Number or Date] [insert details of registration (if any), for example 'and registered with the office of the NSW Registrar-General]' and who declares that [he/she] has at the time of execution of this document no notice of its revocationin the presence of:Name of witness |  | Signature of witness |

**EXECUTION BY TENANT**

|  |  |  |
| --- | --- | --- |
| SIGNED SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia by:Signature of authorised delegate | ))) | Signature of witness |
| Name of authorised delegate |  | Name of witness |
| Position and position number of authorised delegate  |  | Position of witness |
| Address of delegate  |  | Address of witness  |

^User Note – The above execution clause may need to be amended to reflect the signing requirements of the Commonwealth tenant entity. Authorised signatory should include their position number under Schedule 2 of the *Lands Acquisition Delegation 2024 (No. 2)* (as updated from time to time)^