

Clause 2.3: Cleanliness

Clause 2.3.1

The Lessee will keep the property and access ways clean and clear of rubbish or unsightly or inflammable accumulations at all times to the satisfaction of the Council.

Clause 2.3.2

The Lessee will maintain in an attractive neat and tidy condition all landscaping and grounds upon the property at all times to the satisfaction of the Council.

Clause 2.4: Vermin

The Lessee shall take all reasonable steps to keep the property free of rodents, vermin, insects, pests and animals and if so required by Council, employ pest exterminators approved by the Council.

Clause 2.5: Buildings and Signs

Clause 2.5.1

The Lessee shall not erect any buildings or structures of any kind on the property without the prior written consent of the Minister of Conservation and the Council, which consent may be refused at their complete discretion.

Clause 2.5.2

The Lessee will not erect or display or allow to be erected or displayed any signs or advertising matter of any description on any part of the exterior of the property provided that the Lessee may display its name and emblem on the property together with any sponsorship signage in such a position and in such size, colour, shape and style which has the prior written consent of the Council, which consent may be refused at the complete discretion of Council. The Lessee shall at all times observe and comply with any Council policy on signs.

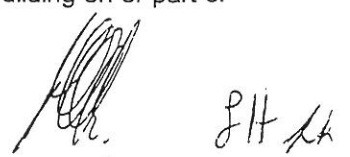
Clause 2.6: Maintenance, Repairs and Alterations

Clause 2.6.1

The Lessee will repair and keep in good and substantial repair to the reasonable satisfaction of the Council at all times during the continuance of the lease the whole of the interior of the building including all doors, wallpaper, windows, locks, plumbing, sanitary and water fittings and pipes, electrical appliances, hot water service, fixtures and fittings. The Lessee shall keep the interior of the building well and properly painted and cleansed to the satisfaction of the Council, and to keep all gullies and drains (which the lessee acknowledges are now running freely) regularly cleared and maintained throughout the said term and so to yield and deliver up the same to the Council in good and substantial tenable repair and condition at the expiration of the lease or at such other time as possession shall be surrendered, fair wear and tear, and damage by accidental fire, earthquake, aircraft or inevitable accident only, excepted. The Lessee will clean down all exterior surfaces and the roof of the building at no more than 3 yearly intervals, notwithstanding the immediate removal of all graffiti. Council will be responsible for the replacement but not repair of hot water cylinders and any stove provided on the premises. The Lessee will be responsible for all security relating to the property.

Clause 2.6.2

The Lessee shall not make any structural alterations to the building except with the previous written consent of the Council nor cut, or in any way interfere with the floors, walls, ceiling or pillars of any building on or part of



the property. For the purpose of obtaining such consent the Lessee shall submit to the Council plans and specifications of the proposed alterations with copies for the Council to keep.

Clause 2.7: Council's Maintenance Obligation

The Council will be responsible for all structural repairs and fixed floor coverings (where provided) except as to any damage or disrepair caused by the fault of the Lessee. The Lessee shall promptly notify the Lessor in writing of any damage or disrepair for which Council may be liable under this clause. The Council shall not be liable for damage caused by lack of repair unless the Lessee has given Council written notice specifying the repairs to be done, and the Council has failed to do the repairs so specified within a reasonable time of receiving the Lessee's written notice. The Council will redecorate the building inside and outside as and when in its entire discretion it considers it necessary to do so, provided that the standard of redecoration will be no less than that in other Council community buildings. The Council shall be responsible for all water, stormwater and sewerage services to the building.

Clause 2.8: Default

Clause 2.8.1

If:

- (a) The rent remains unpaid for more than 14 days after due date
- (b) The Lessee breaches any of the terms of the lease; or
- (c) The Lessee being a body corporate, is wound up;

then the Council may terminate this lease and re-enter the property without prejudice to the rights of either party against the other.

Clause 2.8.2

Without prejudice to any other remedies of Council, interest at Council's overdraft interest rate will be payable from the due date on any rent or other moneys owing by the Lessee to Council in terms of this lease (whether or not any formal demand for payment has been made).

Clause 2.8.3

Should the Lessee fail to perform any obligation contained on the Lessee's part in this lease, the Council shall be entitled upon reasonable notice to enter the property (if necessary) and undertake the performance of the obligation and recover the cost of such performance from the Lessee as if the same were rent in arrears.

Clause 2.8.4

The Council may distrain for rent or any other moneys payable hereunder which are in arrears or unpaid for a space of 15 working days after written notice that the same have become payable.

Clause 2.9: Insurance

Clause 2.9.1

The Council shall at all times throughout the term insure and keep any buildings or improvements owned by the Council and forming part of the property insured in the joint names of the Council and the Lessee for their respective rights and interests to its full replacement value against material damage including loss, damage or destruction by vandalism or malicious damage and loss of rents and will pay the premium in respect of such insurance.

Clause 2.9.2

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a large, stylized signature, the initials 'RH', and another set of initials.