

## Key Lease Information – Normanville Surf Life Saving Club Incorporated.

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| <b>Item 1</b> | <b>Premises:</b><br>Portion/s of the land in CT Volume 5923 Folio 811 outlined in red on the plan in Annexure B.  |
| <b>Item 2</b> | <b>Lessor:</b><br>THE DISTRICT COUNCIL OF YANKALILLA of PO Box 9, Yankalilla SA 5203.   |
| <b>Item 3</b> | <b>Lessee:</b><br>NORMANVILLE SURF LIFE SAVING CLUB INCORPORATED ABN 66 127 417 263 of PO Box 2107, Normanville SA 5204.  |
| <b>Item 4</b> | <b>Term of Lease:</b><br>21 years<br>Commencing on 01 December 2023 (TBC)<br>Expiring on 30 November 2044 (TBC)<br>With 1 right to extend for 21 years (in line with maximum expectations of the Local Government Act 1999).  |
| <b>Item 5</b> | <b>Rent and Manner of Payment:</b><br>Rent is to be negotiated in two components. For the emergency services component of the operations, rent is set at \$1 per annum, underscoring the community-oriented and non-commercial character of the Surf Lifesaving Club operations. The second component remains subject to negotiations where there is potential for an extra rental paid equivalent to negotiated percentage of turnover or profits should hospitality income surpass an agreed threshold. The rent will be subject to an annual adjustment that includes a fixed increase, and during the renewal process, consideration will also be given to a market-based adjustment.   |
| <b>Item 6</b> | <b>Permitted Use:</b><br>Primarily for the operation of a surf life saving club together with licensed bar and restaurant providing light meals to members of the Lessee and to the public. The Lessee shall have access to the premises solely for the operation of a surf life saving club, including but not limited to training activities, water safety programs, lifesaving courses, club meetings, related administrative functions and the storage of surf life saving vehicles, vessels, and associated equipment. In addition, the Lessee is permitted to operate a licensed bar providing light meals and snacks to members of the surf life saving club and to the general public. Commercial scale hospitality operations require the consent of the Lessor and the Lessee shall not engage in any activities that are inconsistent with the primary purpose of operating a surf life saving club, as determined by applicable laws and regulations. Any proposed changes or expansions of the use beyond the aforementioned activities shall require prior written consent from the Landlord, which shall not be unreasonably withheld. |
| <b>Item 7</b> | <b>Security:</b>  |

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|                | Not applicable so long as the Lessee is Normanville Surf Life Saving Club Incorporated ABN 66 127 417 263.  |
| <b>Item 8</b>  | <p><b>Rent reviews:</b></p> <p>Every Review Date, the Existing Rent plus CPI.</p> <p>Where:</p> <ol style="list-style-type: none"> <li>1. <b>CPI</b> means the Consumer Price Index (all groups index for Adelaide) published under the Census and Statistics Act 1905. If after its first publication for any reference period of time that Index is revised, use only the first publication;</li> <li>2. <b>Existing Rent</b> means the annual Rent payable immediately before the Review Date concerned disregarding any rent concessions;</li> <li>3. <b>Review Date</b> means each anniversary of the Commencement Date.</li> </ol> <p>For a review of Existing Rent plus CPI - add to the Existing Rent the result of multiplying the Existing Rent by the percentage change in the CPI for the calendar quarter ended on or immediately before the Review Date by the CPI for the calendar quarter ended on or immediately before the previous Review Date (or if there was no previous Review Date, the Commencement Date).</p> |
| <b>Item 9</b>  | <p><b>Contribution to Lessor's Outgoings:</b></p> <p><b>TO BE DETERMINED</b> - and will be payable by the Lessee to the Lessor in advance in equal calendar monthly instalments, and <i>pro rata</i> for any period of less than a month, on the days Rent is payable and on the basis of those Lessor's Outgoings last estimated in writing given by the Lessor to the Lessee. If however, at any time and on a timely basis the Lessor gives the Lessee a copy of a third party invoice, assessment or other notice for payment of a Lessor's Outgoing and requests that the Lessee pay that invoice, assessment or other notice direct to the third party, the Lessee must do so by the due date for payment.</p>  |
| <b>Item 10</b> | <p><b>Painting Date/s:</b></p> <p>Including the internal and external building fabric covered by the extent of the lease for each of the following:</p> <ol style="list-style-type: none"> <li>1. Every 5<sup>th</sup> Annual Review Date.</li> <li>2. Unless done in the last 12 months of the Term (before any holding over), no later than 14 days after termination of the Term.</li> </ol>   |
| <b>Item 11</b> | <p><b>Ancillary Rights:</b></p> <p>Shared right for the Lessee, its staff and customers to use:</p> <ol style="list-style-type: none"> <li>1. The adjoining car park for deliveries and the parking of passenger vehicles.</li> <li>2. The public toilets in the building containing the Premises.</li> <li>3. The lift and the shared hallways within the building containing the Premises.</li> <li>4. Areas designated by the Lessor for locating bins for users or occupiers of the building containing the Premises, for trade waste created in their respective businesses.</li> </ol>  |

**Item 12**

**Special Conditions:** [Any special conditions stated in this Item prevail over other provisions of this document to the extent of any necessary inconsistency.]

1. The respective obligations of the parties to maintain and repair the Premises are set out in Annexure A, which prevails over any other provision in this document to the extent of any inconsistency.
2. The Lessee must not use the Premises or any part of it for any purpose for which a licence is or would be required under the *Gaming Machines Act 1992* (SA).
3. Any painting or repainting of the Premises by the Lessee must have the prior consent of, and be undertaken in accordance with any conditions required by, the Lessor.
4. The Lessee may operate the Surf Life Saving Club seven (7) days per week, subject to the following restrictions and conditions:
  - a. The hours of operation for the Surf Life Saving Club shall not commence on the leased premises before 5:00 AM local time, and shall conclude by 12:00 AM (midnight) local time on any evening, unless express written permission is obtained from the Lessor for occasional events or activities that require extended operational hours.
  - b. The Lessee shall submit a written request to the Lessor seeking permission to extend the operational hours beyond midnight on any specific evening, detailing the reasons for the extension and the proposed duration of the extended hours. The Lessor's decision to grant or deny such request shall be at its sole discretion.
  - c. In the event that the Lessor grants permission for extended operational hours, such permission shall be specific to the date and time of the requested extension and shall not constitute a precedent or ongoing allowance for future extended hours of operation.
  - d. The Lessee shall ensure that any extended operational hours approved by the Lessor are conducted in compliance with all applicable laws, regulations, and ordinances, including but not limited to noise restrictions and safety requirements.
  - e. The Lessee acknowledges and agrees that any violation of the specified hours of operation without obtaining prior written permission from the Lessor may constitute a breach of this Lease Agreement and may result in penalties, fines, or other remedies as outlined in the terms of this Agreement.
5. **Other Items yet to be determined.**

# Lease Area Detail:

- Lease Area – **Normanville Surf Life Saving Club Incorporated** (Ground and Upper Level).
- Lease Area – **Firkin Burger PTY LTD** (Upper Level Cafe).
- Lease Area - **Firkin Burger PTY LTD** (Ground Level Kiosk).
- Common Areas – Entry Lobbies, Ground Level Waste Room and BoH, Upper Level Amenities.
- Council – Ground Level Public Amenities

