

*This lease reflects that the Landlord will continue to pay rates and taxes on the property. If you wish the Tenant to pay all outgoings, see Commercial Property Lease – TPO.*

# **COMMERCIAL PROPERTY LEASE AGREEMENT**

**Between**

Simmons Superannuation Fund

**LANDLORD**

**And**

Insight Plumbing Services Pty Ltd

**TENANT**

This lease is suitable for factories, industrial units and offices  
not for use with retail shop premises.

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## **COMMERCIAL PROPERTY LEASE AGREEMENT**

### **TERMS OF AGREEMENT**

This Agreement is made on the 01st day of July, 2012, and mutually agreed upon between:

#### **LANDLORD**

Simmons Superannuation Fund

ABN 47439624863 Phone No 0246511882 E-mail [theresa\\_simmons@ymail.com](mailto:theresa_simmons@ymail.com)

The Landlord is registered for Goods and Services Tax (GST).

#### **LANDLORD'S AGENT**

Self Managed

#### **TENANT**

Insight Plumbing Services Pty Ltd

ABN 20100927400 Phone No 0246480330 E-mail [admin@insightplumbing.com.au](mailto:admin@insightplumbing.com.au)

## **1. PREMISES**

- 1.1. The Landlord gives the Tenant the right to occupy the premises located at **Unit 13, 15 McPherson Road, Smeaton Grange**, including all fixtures and fittings listed in the inventory sheet attached to this Agreement (which inventory shall form an integral part of this Agreement), signed by the Parties as being an accurate account of all fixtures and fittings located in or on the Premises.

## **2. PERMITTED USE OF PREMISES**

- 2.1. The Premises shall only be used for the following purpose(s):

**Plumbing, Drainage, Gasfitting & LP Gasfitting Workshop and Office**

## **3. SECURITY DEPOSIT OR BANK GUARANTEE**

- 3.1. The Tenant must give security against breach of the lease to the Landlord or the Landlord's agent on or before the date of signing this Agreement by:-

3.1.1. depositing with the Landlord the amount of - Nil

- 3.2. The Landlord must maintain any deposit in a separate interest-bearing account with a respectable financial institution. Interest earned on the account will become part of the deposit.

- 3.3. If the Tenant fails to pay rent or other money payable under the lease or if the Landlord suffers loss or damage because of any other breach of the lease by the Tenant, the Landlord may apply the deposit or the amount payable under the Bank Guarantee towards the arrears of rent or other money, or towards the loss or damage. In doing so, the Landlord does not waive the Tenant's breach and does not waive any other right or remedy arising from the breach.

- 3.4. If the Landlord does use the deposit or the amount payable under the bank Guarantee as described in this clause 3, the Landlord may notify the Tenant that it has done so. Within 14 days of the notification date, the Tenant must reinstate the deposit by paying to the Landlord the amount applied or extend or renew the Bank Guarantee for the amount applied.

- 3.5. At the end of the lease, if the Tenant is not indebted to, or otherwise liable to the Landlord for breach of the lease, the Landlord will refund the deposit or the balance of the deposit then held to the Tenant or will consent to the discharge of the Bank Guarantee.

- 3.6. If the Tenant transfers its interest in the building or the premises, the Tenant may assign to the transferee any deposit it then holds or the benefit of the Bank Guarantee. After doing so and notifying the Tenant of the fact, the

transferee will be discharged from all further liability to the Tenant or any other person for the deposit or the Bank Guarantee.

#### **4. RENT**

- 4.1. A **monthly** rental of **\$2160** plus GST, is payable in advance and in equal **monthly** instalments starting on the 1<sup>st</sup> day of July 2012 (Rent).
- 4.2. The Rent must be paid:
  - 4.2.1. **To the Landlord**
  - 4.2.2. At any other reasonable place the Landlord names in writing; or
  - 4.2.3. Into the following account **BSB – 032710 Account No. 152945** or any other account nominated by the Landlord.

#### **5. TERM**

- 5.1. The initial term of this Agreement is **24 months**, commencing on the **1<sup>st</sup> day of July, 2012** and ending on the **30 day of June, 2014** (Term).

#### **6. OPTION TO RENEW**

- 6.1. Subject to the Tenant's compliance with all of the terms and conditions of this Agreement, the Landlord offers the Tenant a renewal for an additional term of **2 years**.
- 6.2. In the event that the Tenant does not exercise their option to renew this Agreement in accordance with this provision, the Tenant agrees, at all times, to be bound by all of the remaining terms and conditions of this Agreement.

#### **7. INCREASES IN RENT**

The Landlord and Tenant shall agree to negotiate reasonable annual increases in the Rent in accordance with the then prevailing market conditions.

#### **THE LANDLORD AGREES:**

#### **8. VACANT POSSESSION**

- 8.1. To ensure the Premises are vacant so that the Tenant can occupy the Premises on the date agreed;

- 8.2. That there is no legal reason the Landlord knows, or should know about when signing this Agreement, why the Tenant cannot take occupancy of the Premises;
- 8.3. To ensure the Premises are reasonably clean at the beginning of the tenancy Term;
- 8.4. Provided that no damage is the result of the Tenant or the Tenant's employees or guests, to keep the Premises in reasonable repair, and to execute without delay all reasonable repairs necessary for the Tenant's ordinary use and occupation of the Premises, taking into account:-
  - 8.4.1. the age of the Premises;
  - 8.4.2. the amount of Rent paid, and
  - 8.4.3. the expected life of the Premises.

## **9. COPY OF AGREEMENT**

- 9.1. To give the Tenant a copy of this Agreement duly signed by both Parties as soon as practicable.

## **10. LOCKS AND SECURITY DEVICES**

- 10.1. To provide and maintain locks or other security devices necessary to keep the Premises reasonably secure.

## **11. RATES, AND TAXES**

- 11.1. The Landlord agrees to pay:-
  - 11.1.1. Council rates;
  - 11.1.2. Reasonable Water and Sewerage charges; and
  - 11.1.3. Land taxes.

## **12. TAX INVOICES & RECEIPTS**

- 12.1. To provide a receipt or tax invoice where applicable for any Rent paid to the Landlord or the Landlord's agent. Where the Rent is not paid in person, the Landlord will post a receipt or tax invoice to the Tenant. Any receipt or tax invoice posted to the Tenant shall be deemed as received by the Tenant on posting.

### **13. CONTINUATION**

13.1. If, at the end of the Term, the Tenant does not exercise their option to renew this Agreement, the Tenant can continue to utilise the Premises and the terms and conditions of this Agreement shall remain in full force and effect and this Agreement shall continue as a periodic Agreement from month to month or week to week, as the case may be.

### **THE TENANT AGREES:**

### **14. UTILITIES**

14.1. To be responsible for all charges associated with the consumption of services supplied to the Premises including; electricity, telephone, gas, internet and any excess garbage or sanitary charges and including any deposits that may be payable thereon.

14.2. To pay for the connection of all services that will be supplied in his or her name.

### **15. APPROVALS AND USE**

15.1. To comply with and obtain all approvals, licenses and consents required by and from the proper authorities to carry on the proposed business. The Tenant also agrees to bear all costs incurred in obtaining such approvals consistent with the specified use.

15.2. Not to cause or allow the Premises to be used for any illegal purpose.

15.3. Not to use the Premises to be used as a place of residence.

15.4. Unless otherwise agreed to in writing by the Landlord, the Landlord is not under any duty or obligation to assist the Tenant in his or her obtaining any approvals, licenses and consents required to carry on the proposed business on the Premises.

### **16. PROHIBITED USES**

16.1. Not to use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

### **17. TENANTS CARE AND USE OF THE PREMISES**

17.1. To keep the Premises reasonably clean.

- 17.2. To notify the Landlord as soon as practicable, orally or in writing, of any damage to the Premises or the need for any repairs or maintenance, other than repair or maintenance of a negligible kind.
- 17.3. Not to intentionally or negligently cause or permit any damage to the Premises, any part of the Premises or common property.
- 17.4. Where the Tenant causes damage to the Premises, the Tenant shall notify the Landlord, at whose option the Tenant will repair or compensate the Landlord for any reasonable expense incurred by the Landlord in repairing the damage.
- 17.5. That, when this Agreement expires, the Tenant shall leave the Premises in substantially the same state of cleanliness and state of repair (fair wear and tear excepted) as the Premises were in on the date the Tenant took occupancy of the Premises.
- 17.6. Not to put anything harmful down any sink, toilet or drain or do anything likely to cause a blockage or damage to the plumbing. The Tenant further agrees to pay the cost of repairs for any damage or blockage caused by the Tenant in this regard.
- 17.7. Not to allow trade refuse or garbage to accumulate around the Premises and ensure such refuse is removed from the Premises regularly.
- 17.8. To do nothing that is likely to prejudice, render void or increase premiums payable under any policy of insurance held by the Landlord in relation to the Premises.
- 17.9. Not to use any product on the Premises that would constitute toxic, harmful, pollutant or dangerous materials under any local, state or federal laws.

## **18. RESPONSIBLE FOR THE ACTIONS OF OTHERS**

- 18.1. To be responsible to the Landlord for any act or omission by any employees, agents, or persons the Tenant allows on the Premises, including ensuring that such persons do nothing which would contravene any of the terms and conditions of this Agreement.

## **19. INSURANCE**

- 19.1. Throughout the Term of this Agreement, the Tenant must:-

- 19.1.1. Obtain and maintain Grade 'A' insurance policies required to cover all stock, furnishings and plant and equipment for the full insurable value against all reasonable risks as required by the Tenant. For the avoidance of doubt, the term "Grade 'A'" insurance shall be any insurance provider agreed to by the Landlord.



- 19.1.2. Maintain legal/public liability insurance cover for a minimum of 10 million dollars.
- 19.1.3. Obtain plate glass insurance against all risks specified by the Landlord.
- 19.1.4. Ensure that all current insurance policies or those required by the Tenant under this Agreement have been approved by the Landlord and are taken out in the joint names of the Landlord and the Tenant for their respective rights and interests.
- 19.1.5. Upon request, provide copies and provide certificates annually for each insurance policy confirming the currency of such policies to the Landlord.
- 19.1.6. Obtain any additional insurance reasonably requested by the Landlord from time to time to ensure the Premises and its contents are sufficiently insured or which may be required under then applicable law.

## **20. ALTERATIONS AND ADDITIONS**

- 20.1. Not to attach any fixture or renovate, make alterations or additions to the Premises (or the property, as the case may be) without the Landlord's prior written permission.
- 20.2. Not to erect, paint, write or attach any sign upon any part of the Premises (or the property, as the case may be) without first having written approval from the Landlord and where necessary, the relevant authorities.
- 20.3. Not to remove, without the Landlord's prior written permission, any fixture attached by the Tenant if its removal would cause damage to the Premises or common property.
- 20.4. To notify the Landlord of any damage caused by removing any fixture attached by the Tenant.
- 20.5. At the option of the Landlord, have the damage repaired or compensate the Landlord for the reasonable cost of repairing the damage.

## **21. INDEMNITY**

- 21.1. To indemnify the Landlord against all claims, demands, losses, damages and expenses including legal actions the Landlord may sustain or become liable for during or after this Agreement arising from:-
  - 21.1.1. Neglect or default by the Tenant or Tenant's employees or any person

who the Tenant permits to be on the Premises or for whom the Tenant is legally responsible;

21.1.2. Tenant's failure to give notice of service defects;

21.1.3. Damage to person or property caused or contributed to by the Tenant, or Tenant's employees, or any person who the Tenant permits to be on the Premises or for whom the Tenant is legally responsible; or

21.1.4. Any liability the Landlord incurs resulting from anything the Tenant is permitted or required to do under this Agreement, unless the claim results from the gross negligence of the Landlord or its employees or contractors.

## **22. RELEASE**

22.1. The Tenant releases the Landlord from all cost, liability, loss or damage suffered directly or indirectly in connection with all claims, demands, losses, damages and expenses including legal actions the Landlord may sustain or become liable for during or after this Agreement arising from:-

22.1.1. Neglect or default by the Tenant or Tenant's employees or any person who the Tenant permits to be on the Premises or for whom the Tenant is legally responsible;

22.1.2. Tenant's failure to give notice of service defects;

22.1.3. Damage to person or property caused or contributed to by the Tenant, or Tenant's employees, or any person who the Tenant permits to be on the Premises or for whom the Tenant is legally responsible;

22.1.4. Any liability the Landlord incurs resulting from anything the Tenant is permitted or required to do under this Agreement, unless the claim results from the gross negligence of the Landlord or its employees or contractors.

## **23. ASSIGNMENT AND SUBLETTING**

23.1. Not to assign any part of the Tenant's interest in the Premises or to sublet the Premises without the Landlord's prior written consent.

**BOTH PARTIES AGREE:**

## **24. LANDLORD'S ACCESS**

24.1. Unless an emergency situation dictates otherwise, when the Landlord or Landlord's agent shall have immediate access right, the Tenant shall allow the Landlord or the Landlord's agent unfettered access to the Premises at all reasonable times on reasonable notice to the Tenant:-

24.1.1. To inspect and view the state of repair of the Premises and to carry out necessary repairs.

24.1.2. To show the Premises to prospective tenants or purchasers after receiving notice from the Tenant of the Tenant's intention to terminate this Agreement.

24.1.3. After receiving notice from the Landlord of the Landlord's intention to sell the Premises (or the property, as the case may be) for the purpose of erecting "for sale" signs.

24.1.4. For any other reasonable purpose the Landlord deems fit and proper.

## **25. UNEXPECTED EVENTS**

25.1. Where the Premises becomes wholly or partially unfit for the Tenant to occupy due to damage or destruction, not caused by the Tenant or the Tenant's employees:-

25.1.1. The Landlord will adjust the Rent and other amounts payable by the Tenant in accordance with the degree of damage or destruction until the Premises are restored and made fit for the Tenant to occupy, or

25.1.2. Where the damage or destruction is a continuing event without likelihood of repair, either party may terminate this Agreement provided written notice is given within sixty (60) days of the event.

25.2. Should the damage or destruction have been caused or contributed to by the Tenant, or its employees, or any person who the Tenant permits to be on the Premises or for whom the Tenant is legally responsible, or should the Tenant or Tenant's employees' actions result in any insurer refusing to indemnify for such damage or destruction, this clause will no longer apply, insofar as they relate to the Tenant.

## **26. TENANTS RIGHT TO PRIVACY**

26.1. Provided that the Tenant is, at all times, in compliance with this Agreement, the Tenant has the right to quiet enjoyment of the Premises and the Landlord will respect the Tenant's privacy at all times.

## **27. COSTS**

27.1. The Tenant agrees to bear all reasonable costs incurred by the Landlord in preparation of this Agreement, including stamp duty where applicable.

## **28. GST**

28.1. All amounts payable by the Tenant to the Landlord, including Rent and outgoings, will be inclusive of GST (where applicable).

## **29. STATUTES**

29.1. Tenant and Landlord each shall comply with all by laws, statutory regulations, statutes and other public requirements now or hereafter affecting the Premises.

## **30. CLEANING**

30.1. If the Tenant is unable or unwilling to maintain the Premises in a clean and tidy condition, the Tenant hereby authorises the Landlord to arrange for such cleaning to be undertaken at the Tenant's expense.

## **31. MITIGATION**

31.1. The Parties hereby acknowledge that any rules relating to the law of contract about mitigation of loss or damage on breach of a contract apply to a breach of a lease agreement.

## **32. DISPUTE RESOLUTION**

32.1. All disputes from the implementation of this Agreement or related to this Agreement shall, in the first instance, be resolved through friendly consultation between both Parties. If negotiation fails to settle the dispute, either Party has the right to make an arbitration application to the Australian Commercial Disputes Centre. The arbitration shall be the final verdict and have binding force on both Parties.

## **33. RENEWAL**

33.1. Where the Tenant intends to renew this Agreement under any option or additional term offered by the Landlord or this Agreement, he shall give the Landlord at least three (3) month's notice of his intention prior to the Agreement expiration date.

33.2. Provided that the Tenant has paid all Rent punctually and complied with all of the terms and conditions contained within this Agreement until the Agreement

expiration date, the Landlord will grant to him a further term at current market rates.

## **34. TERMINATION**

34.1. If, at the end of the Term, the Tenant does not exercise their option to renew this Agreement, and for so long as the Tenant continues to lawfully occupy the Premises after the Term expires, the Parties will be deemed to have entered into a month to month periodic Agreement.

34.2. Where this Agreement has become a month to month periodic Agreement, either Party, giving a minimum one (1) month's written notice, may terminate this Agreement.

34.3. The Landlord shall have the right to re-enter the Premises peacefully or to continue the Agreement as a periodic Agreement from week to week:-

34.3.1. Where the Tenant has failed to pay Rent for a period in excess of fourteen (14) days, whether formally demanded or not;

34.3.2. Where the Tenant or any other relevant person has seriously or persistently breached any of the conditions of this Agreement;

34.3.3. Upon the Tenant becoming bankrupt or insolvent according to the law, or making any assignment for the benefit of creditors.

34.4. If the Landlord intends to exercise his right to re-enter, he shall serve the Tenant with written notice stating the reason and demanding immediate possession.

34.5. If the Landlord intends to exercise his right to continue this Agreement as a periodic Agreement from week to week, he shall serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to the Agreement. Upon service of the notice the Agreement shall continue with all its conditions except the Term and continuation conditions, as a periodic Agreement from week to week which may be terminated by one week's written notice by the Landlord.

34.6. The Landlord may enter the Premises if he has reasonable grounds to believe the Premises have been abandoned.

34.7. The Tenant shall have the right to terminate this Agreement if the Landlord has seriously or repeatedly breached any of its conditions. The Tenant shall give the Landlord fourteen (14) days notice at the same time indicating the nature of the breach. The Landlord shall have fourteen (14) days to rectify any such breach and if the Landlord fails to rectify such breach within such period, the

Tenant shall have the right to terminate this Agreement on the giving of an additional fourteen (14) days notice of his intention to do so.

34.8. Any action by the Landlord or the Tenant in accordance with this clause shall not affect any claim for damages in respect to a breach of a condition of this Agreement.

34.9. Upon termination of this Agreement for any cause, the Tenant shall vacate the Premises:-

34.9.1. In substantially the same state of repair and cleanliness, removing all the Tenant's belongings and any other goods brought onto the Premises during the Term of this Agreement.

34.9.2. In substantially the same condition as the Premises were in at the commencement of this Agreement, fair wear and tear excepted.

34.9.3. To deliver vacant possession of the Premises in a peaceful and prompt manner, by securely locking the Premises and handing over all keys to the Landlord or the Landlord's agent, including any copies of keys the Tenant made during the period the Tenant occupied the Premises.

## **35. GUARANTORS LIABILITY**

35.1. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this Agreement, the Guarantors for themselves and each of them, and each of their executors, unconditionally agree that they and each of them will be (with the Tenant) jointly and severally liable to the Landlord for the payment of the Rent and all other monies payable by the Tenant, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied. It is hereby further expressly agreed and declared that the Landlord may grant to the Tenant time or any other indulgence and may compound or compromise or release the Tenant without affecting the liability of the Guarantors.

## **36. SPECIAL CONDITIONS**

36.1. Special conditions forming part of this Agreement may be inserted here.  
nil

## **37. NOTICES**

37.1. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognised overnight delivery services at addresses already specified in this Agreement.

37.2. The Tenant and Landlord may agree to give notice to each other by means of email correspondence, provided that, unless otherwise notified in writing, any such email shall be sent to the email address of the relevant Party first set out above.

## **38. RULES AND REGULATIONS**

38.1. Except as approved in writing by the Landlord, no signage or advertisements may be affixed or painted on any part of the interior or exterior building. Where the Landlord's consent is forthcoming he shall reserve the right to stipulate the location colour and style of any advertisement.

38.2. The Landlord, at the Tenant's expense, will provide interior signs on glass doors or directory tablets at such time as requested by the Tenant.

38.3. The obstruction of passageways, staircases, fire escapes or the entrance of the Premises is strictly prohibited. The Tenant shall not use them for any other purpose than entering or exiting the building.

38.4. The Tenant will not cause or permit the Premises to be used in such a manner as to cause a nuisance or interference with the reasonable peace, comfort and privacy of other tenants.

38.5. The Tenant will not breach the terms and conditions of any policy of insurance relating to the building and its contents.

38.6. The Tenant will not conflict with the regulations of any public authority.

38.7. Except as approved in writing by the Landlord, no heavy equipment may be installed on any part of the Premises. Where the Landlord's consent is forthcoming he shall reserve the right to stipulate the location where such heavy equipment must be placed. Should the building be damaged in anyway during the installation or removal of any heavy articles, all damage shall be repaired at the Tenant's expense.

38.8. In the event of any emergency or other eventuality whereby the toilets or washrooms on any floor are not available for use, the Landlord may temporarily withdraw the right of exclusive use of all or any of the toilets or washroom areas and services not affected to ensure availability of these facilities to all occupants of the building and no rental adjustment will be made during such temporary arrangements.

38.9. When moving furniture or goods in and out of the building passenger lift traffic shall have priority at all times.

38.10. When the Premises are left unoccupied, the Tenant will ensure all doors and windows of the Premises are securely fastened. The Landlord reserves the right to enter the Premises to ensure the security of the building is not compromised if windows or doors are left unfastened.

## 39. INTERPRETATION

### 39.1. Definitions

**Landlord** means the person who has granted the right to occupy the Premises under this Commercial Lease Agreement, and includes the person's heirs, executors, administrators and assigns.

**Landlord's agent** means the person who acts as the agent of a Landlord and who (whether or not the person carries on any other business) carries on the business as an agent for:-

- (a) The letting of commercial premises, or
- (b) The collection of rents payable for any tenancy of commercial premises.

**Tenant** means the person who has the right to occupy the Premises pursuant to this Agreement, and includes the person's heirs, executors, administrators and assigns.

**Fixtures** includes fittings, furniture, appliances, plant, machinery and equipment listed in the inventory sheet attached to this Agreement, signed by the Parties as being an accurate account of all fixtures and fittings located in or on the Premises.

**Month** shall mean a calendar month.

39.2. Where the context permits, words expressed in the singular include the plural and vice versa, and words expressed in the masculine gender include the feminine, and words referring to a person include a company.

39.3. Where two or more persons are Parties hereto either as agent, Guarantor, Landlord or Tenant, each of them shall be bound by the conditions of the Agreement, both jointly and individually.

39.4. When this Agreement is signed by both Parties and witnessed it is a deed at law from that time.

39.5. By signing this Agreement the Tenant (for itself, its employees or any person who the Tenant permits to be on the Premises or for whom the Tenant is



legally responsible) agrees that use and occupancy of the Premises will be at the Tenant's own risk.

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