



ATTACHMENTS

ORDINARY COUNCIL MEETING

Wednesday, 22nd July 2026
10.00 a.m.

Kempton Municipal Offices
85 Main Street, Kempton

Item 5.1	Draft Council Meeting Minutes (Open) – 24 June 2026
Item 5.2.1	Woodsdale Hall Geneal Committee Meeting Minutes – 29 June 2026 Woodsdale Cemetery Management Committee Meeting Minutes – 15 July 2026
Item 16.8.1	Draft Lease – 8 Union Street, Campania

SOUTHERN
MIDLANDS
COUNCIL



MINUTES

ORDINARY COUNCIL MEETING

Wednesday, 24th June 2026
10.00 a.m.

Oatlands Municipal Offices
71 High Street, Oatlands

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OPEN COUNCIL MINUTES

MINUTES OF AN ORDINARY MEETING OF THE SOUTHERN MIDLANDS COUNCIL HELD WEDNESDAY 24th JUNE 2026 AT THE OATLANDS MUNICIPAL OFFICES, 71 HIGH STREET, OATLANDS, COMMENCING AT 10.00 A.M.

In accordance with Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2025*, Mayor Batt advised all attendees that:

- a) this meeting is being recorded;
- b) all persons attending the meeting are to be respectful of, and considerate towards, other persons attending the meeting; and
- c) language and conduct at the meeting that could be perceived as offensive, defamatory or threatening to a person attending the meeting, or listening to the recording, is not acceptable.

1. PRAYERS

Reverend Dennis Cousens recited prayers.

2. ACKNOWLEDGEMENT OF COUNTRY

Mayor E Batt recited Acknowledgement of Country.

3. ATTENDANCE

Mayor E Batt, Deputy Mayor K Dudgeon (arrived 10.17 a.m.), Cllr A E Bisdee OAM, Cllr D Blackwell, Cllr B Campbell, Cllr D Fish and Cllr F Miller.

Mr T Kirkwood (General Manager), Mr A Benson (Deputy General Manager), Mr D Richardson (Director Assets), Mr G Finn (Manager Development and Environmental Services), Mrs A Burbury (Manager Finance), Mr A Briggs (Oatlands Aquatic Centre Coordinator), Mr B Williams (Manager Heritage Projects and Services) and Ms J Crosswell (Executive Assistant).

4. APOLOGIES

Nil.

5. MINUTES

5.1 Ordinary Council Meeting

DECISION

Moved by Cllr A E Bisdee OAM, seconded by Cllr D Fish

THAT the Minutes (Open Council Minutes) of the Council Meeting held 27th May 2026 be confirmed.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

5.2 Special Committees of Council Minutes

5.2.1 Special Committees of Council - Receipt of Minutes

Nil.

5.2.2 Special Committees of Council - Endorsement of Recommendations

Nil.

5.3 Joint Authorities (Established Under Division 4 Of The *Local Government Act 1993*)

5.3.1 Joint Authorities - Receipt of Minutes

Nil.

5.3.2 Joint Authorities - Receipt of Reports (Annual & Quarterly)

Nil.

6. NOTIFICATION OF COUNCIL WORKSHOPS

RECOMMENDATION

THAT the information be received.

DECISION

Moved by Cllr D Blackwell, seconded by Cllr D Fish.

THAT the information be received.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

7. COUNCILLORS – QUESTION TIME

7.1 Questions (On Notice)

Regulation 30 of the *Local Government (Meeting Procedures) Regulations 2025* relates to Questions on notice. It states:

- (1) *A councillor, at least 7 days before an ordinary council meeting or a council committee meeting, may give written notice to the general manager of a question in respect of which the councillor seeks an answer at that meeting.*
- (2) *An answer to a question on notice must be in writing.*

Nil.

7.2 Questions Without Notice

Clr A E Bisdee OAM – questioned the extent to which artificial intelligence (AI) is being utilised within Council and whether any staff training been undertaken?

General Manager advised that no formal training has been conducted. The use of AI within Council is currently limited, with some staff members using AI tools primarily to assist in reviewing and refining written communications. Council does not currently subscribe to any specific AI platform or product. Comments were noted regarding the risks associated with the use of AI, particularly in relation to information security and the potential exposure of sensitive data.

Clr A E Bisdee OAM – made reference to an information sheet prepared by the Manager Finance that compares increases in rates and charges across a number of Councils and asked whether this information can be included in a Council Newsletter?

General Manager confirmed that the property is owned by Crown and it needs to take whatever action to manage the future of the property. It is not a Council responsibility.

Clr B Campbell – Road Issues – Eldon Road (Hill – Tunnack end) – raised a number of issues including ice; fog and other safety concerns. Can anything be done?

The Director Assets advised that advanced warning signs have been installed.

Clr B Campbell – Transport with Wheelchair access?

General Manager confirmed that this is not a Council responsibility.

Clr B Campbell – Old Colebrook Store / Post Office – any update regarding the renewal / replacement of the verandah?

Question taken on notice, noting that the Tas Heritage Council has issued the property owner with an approval / exemption for the works required.

Clr B Campbell – Inglewood Road – removal of trees.

The Director Assets advised that the trees have been removed or trimmed for safety reasons following an inspection by an arborist. Trees on rural roadsides are not managed in accordance with Council's Street Trees Policy.

Deputy Mayor K Dudgeon entered the meeting at 10.17 a.m.

Clr F Miller — Colebrook Main Road / Mudwalls Road area – raised the need for additional warning signs for sharp corners. The barriers are continually being damaged. It was also commented that there is a significant increase in illegal dumping of waste along this route.

Issues to be referred to the Department of State Growth for appropriate action.

8. DECLARATIONS OF PECUNIARY INTEREST

In accordance with the requirements of Part 2 Regulation 8 of the *Local Government (Meeting Procedures) Regulations 2025*, the chairman of a meeting is to request Councillors to indicate whether they have, or are likely to have, a pecuniary interest in any item on the Agenda.

Accordingly, Councillors are requested to advise of a pecuniary interest they may have in respect to any matter on the agenda, or any supplementary item to the agenda, which Council has resolved to deal with, in accordance with Part 2 Regulation 8 (6) of the *Local Government (Meeting Procedures) Regulations 2025*.

Nil.

9. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE AGENDA

In accordance with the requirements of Part 2 Regulation 8 (6) of the *Local Government (Meeting Procedures) Regulations 2025*, the Council, by absolute majority may decide at an ordinary meeting to deal with a matter that is not on the agenda if the General Manager has reported –

- (a) the reason it was not possible to include the matter on the agenda; and
- (b) that the matter is urgent; and
- (c) that advice has been provided under section 65 of the Act.

Nil.

10. PUBLIC QUESTION TIME (SCHEDULED FOR 10.30 A.M.)

Julia Jabour – Midlands Hotel – High Street, Oatlands – have the property owners been consulted in relation to the temporary fencing around the perimeter of the property?

The General Manager confirmed that the property owners have been consulted regarding the temporary fencing. The owners have advised that there is an ongoing need to retain the temporary fencing for security purposes due to incidents of vandalism and unauthorised entry to the property. The fencing will remain in place to discourage access and protect the site.

Mr Chris Cartledge:

- Commended Council for taking ownership of the Bagdad Community Precinct
- Suggested that information in terms of management responsibilities for each part of the precinct needs to be communicated to the general community. For example, use of the oval and who is to be contacted etc.
- Consider expanding the Management Committee to include other interested persons through an expression of interest process.

Acknowledged - issues to be directly addressed by the General Manager or through the Management Committee.

Mr Tony Bantick:

- Also spoke in relation to the membership of the Bagdad Community Precinct Management Committee, and in particular, the need to confirm the Bagdad Fire Brigade representative.

Acknowledged - to be directly addressed by the General Manager.

10.1 Permission to Address Council

Nil.

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Clr D Blackwell.

THAT Council break for morning tea at 10.39 a.m.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

DECISION

Moved by Deputy Mayor K Dudgeon, seconded by Clr D Blackwell.

THAT Council reconvene at 11.03 a.m.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

**11. MOTIONS OF WHICH NOTICE HAS BEEN GIVEN UNDER
REGULATION 16 (5) OF THE LOCAL GOVERNMENT (MEETING
PROCEDURES) REGULATIONS 2025**

Nil.

12. COUNCIL ACTING AS A PLANNING AUTHORITY PURSUANT TO THE LAND USE PLANNING AND APPROVALS ACT 1993 AND COUNCIL'S STATUTORY LAND USE PLANNING SCHEME

Session of Council sitting as a Planning Authority pursuant to the Land Use Planning and Approvals Act 1993 and Council's statutory land use planning schemes.

12.1 Development Applications

12.1.1 Application to Amend the Planning Scheme (Reference DA2500/105) - 20 Interlaken Road, Oatlands (CT44807/6, CT20462/5)

DECISION

Moved by Cllr A E Bisdee OAM, seconded by Cllr F Miller.

THAT Council reaffirm its decision not to support the request to prepare and initiate a draft amendment which is based on the further rationale provided in this report.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt		✓
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell		✓
Cllr D Fish	✓	
Cllr F Miller	✓	

12.2 Subdivisions

Nil.

12.3 Municipal Seal (Planning Authority)

Nil.

12.4 Planning (Other)

Nil.

**[THIS CONCLUDES THE SESSION OF COUNCIL
ACTING AS A PLANNING AUTHORITY]**

13. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – INFRASTRUCTURE)

13.1 Roads

Strategic Plan Reference 1.1

Maintenance and improvement of the standard and safety of roads in the municipal area.

Nil.

13.2 Bridges

Strategic Plan Reference 1.2

Maintenance and improvement of the standard and safety of bridges in the municipality.

Nil.

13.3 Walkways, Cycle Ways and Trails

Strategic Plan Reference 1.3

Maintenance and improvement of the standard and safety of walkways, cycle ways and pedestrian areas to provide consistent accessibility.

Nil.

13.4 Lighting

Strategic Plan Reference 1.4

Ensure adequate lighting based on demonstrated need / Contestability of energy supply.

Nil.

13.5 Buildings

Strategic Plan Reference 1.5

Maintenance and improvement of the standard and safety of public buildings in the municipality.

Nil.

13.6 Sewer / Water and Energy

Strategic Plan Reference(s) 1.6

Increase the capacity of access to reticulated sewerage services / Increase the capacity and ability to access water to satisfy development and Community to have access to reticulated water.

Nil.

13.7 Drainage

Strategic Plan Reference 1.7

Maintenance and improvement of the town storm-water drainage systems.

Nil.

13.8 Waste

Strategic Plan Reference 1.8

Maintenance and improvement of the provision of waste management services to the Community.

Nil.

13.9 Information, Communication Technology

Strategic Plan Reference 1.9

Improve access to modern communications infrastructure.

Nil.

13.10 Officer Reports – Assets

13.10.1 Assets Report

QUESTIONS WITHOUT NOTICE TO THE DIRECTOR ASSETS

Deputy Mayor K Dudgeon – Wellington Street – Traffic / Car Parking Issues – any update?

The Director Assets informed Council that an on-site meeting has been arranged with the Director Facility Services (Department for Education, Children and Young People) for 3 July 2026.

Deputy Mayor K Dudgeon – Oatlands Aquatic Centre – Female Showers – spoke about the need to change the existing push-burton arrangements with standard taps as the mothers do experience issues with the current set-up.

The Oatlands Aquatic Centre Coordinator advised that the works have been arranged and awaiting delivery of materials.

Clr F Miller – Colebrook Main Road / Mudwalls Road – illegal dumping of waste – can Council take any action?

Reiterated that the Road is not a Council responsibility and Council has no authority to perform any work. The issue has been referred to the Department of State Growth for appropriate action.

Clr B Campbell – Road Kill – noted comments about the extent of road kill which can vary depending on the seasonal conditions. Additional signage not a solution.

Clr B Campbell – Road maintenance issues (e.g. potholes Inglewood Road) – noted.

Clr D Fish – Stanley Street / Midlands Highway junction – raised the issue of Council erecting a detour sign for vehicles to cross the highway via the underpass during periods of heavy fog.

The Director Assets discouraged this option due to the narrow width of the underpass, which would also be subject to fog.

Mayor E Batt – Interlaken Road – questioned the need to for an additional directional sign for the 'hill area' blow the TasWater treatment plant when travelling east.

The Director Assets to assess.

RECOMMENDATION

THAT the Assets Report be received and the information noted.

DECISION

Moved by Cllr A E Bisdee OAM, seconded by Cllr B Campbell.

THAT the Assets Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Deputy Mayor K Dudgeon	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

Deputy Mayor K Dudgeon departed the meeting at 12.10 p.m.

14. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – GROWTH)

14.1 Residential

Strategic Plan Reference 2.1

Increase the resident, rate-paying population in the municipality.

Nil.

14.2 Tourism

Strategic Plan Reference 2.2

Increase the number of tourists visiting and spending money in the municipality.

Nil.

14.3 Business

Strategic Plan Reference 2.3

Increase the number and diversity of businesses in the Southern Midlands / Increase employment within the municipality / Increase Council revenue to facilitate business and development activities (social enterprise).

Nil.

14.4 Industry

Strategic Plan Reference 2.4

Retain and enhance the development of the rural sector as a key economic driver in the Southern Midlands / Increase access to irrigation water within the municipality.

Nil.

15. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – LANDSCAPES)

15.1 Heritage

Strategic Plan Reference – Page 22

- 3.1.1 Maintenance and restoration of significant public heritage assets.
- 3.1.2 Act as an advocate for heritage and provide support to heritage property owners.
- 3.1.3 Investigate document, understand and promote the heritage values of the Southern Midlands.

15.1.1 Heritage Projects & Services Report

DECISION

Moved by Clr D Blackwell, seconded by Clr A E Bisdee OAM.

THAT the Heritage Projects & Services Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

15.1.2 Council Endorsement of Oatlands Town Hall Historic Heritage Management Strategy

DECISION

Moved by Clr A E Bisdee OAM, seconded by Clr D Blackwell.

THAT Council endorse the Oatlands Town Hall and Council Chambers Historic Heritage Management Strategy.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Clr A E Bisdee OAM	✓	
Clr D Blackwell	✓	
Clr B Campbell		✓
Clr D Fish	✓	
Clr F Miller	✓	

15.1.3 Council Endorsement of Oatlands Town Hall and Council Chambers Access and Facilities Upgrade Project

DECISION

Moved by Cllr D Blackwell, seconded by Cllr A E Bisdee OAM.

THAT Council endorses the Oatlands Town Hall and Council Chambers Access and Facilities Upgrade Project, with the preference that the entrance structure be reduced in height.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr A E Bisdee OAM	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

Cllr A E Bisdee OAM departed the meeting at 12.22 p.m.

15.2 Natural

Strategic Plan Reference – page 23/24

- 3.2.1 Identify and protect areas that are of high conservation value.
- 3.2.2 Encourage the adoption of best practice land care techniques.

15.2.1 Natural Resource Management – General Report

DECISION

Moved by Cllr D Fish, seconded by Cllr B Campbell.

THAT the NRM Unit Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

15.3 Cultural

Strategic Plan Reference 3.3

Ensure that the cultural diversity of the Southern Midlands is maximised.

Nil.

15.4 Regulatory (Development)

Strategic Plan Reference 3.4

A regulatory environment that is supportive of and enables appropriate development.

Nil

15.5 Regulatory (Public Health)

Strategic Plan Reference 3.5

Monitor and maintain a safe and healthy public environment.

Nil.

15.6 Regulatory (Animals)

Strategic Plan Reference 3.6

Create an environment where animals are treated with respect and do not create a nuisance for the community

15.6.1 Animal Management Report

DECISION

Moved by Cllr B Campbell, seconded by Cllr D Blackwell

THAT the Animal Management report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

15.7 Environmental Sustainability

Strategic Plan Reference 3.7

Implement strategies to address the issue of environmental sustainability in relation to its impact on Councils corporate functions and on the Community.

Nil.

16. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – COMMUNITY)

16.1 Community Health and Wellbeing

Strategic Plan Reference 4.1

Support and improve the independence, health and wellbeing of the Community.

Nil.

16.2 Recreation

Strategic Plan Reference 4.2

Provide a range of recreational activities and services that meet the reasonable needs of the community.

16.2.1 Oatlands Aquatic Centre – Coordinators Report

DECISION

Moved by Cllr B Campbell, seconded by Cllr D Blackwell.

THAT the information be received and noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

16.3 Access

Strategic Plan Reference 4.3

Continue to explore transport options for the Southern Midlands community / Continue to meet the requirements of the Disability Discrimination Act.

Nil.

16.4 Volunteers

Strategic Plan Reference 4.4

Encourage community members to volunteer.

Nil.

16.5 Families

Strategic Plan Reference 4.5

Ensure that appropriate childcare services as well as other family related services are facilitated within the community / Increase the retention of young people in the municipality / Improve the ability of seniors to stay in their communities.

Nil.

16.6 Education

Strategic Plan Reference 4.6

Increase the educational and employment opportunities available within the Southern Midlands

Nil.

16.7 Capacity & Sustainability

Strategic Plan Reference 4.7

Build, maintain and strengthen the capacity of the community to help itself whilst embracing social inclusion to achieve sustainability.

Nil.

16.8 Safety

Strategic Plan Reference 4.8

Increase the level of safety of the community and those visiting or passing through the municipality.

Nil.

16.9 Consultation & Communication

Strategic Plan Reference 4.8

Improve the effectiveness of consultation & communication with the community.

16.9.1 Desktop Review of Southern Midlands Council Strategic Plan 2024 – 2034 and the Creation of the Strategic Plan 2026 – 2036

DECISION

Moved by Cllr D Fish, seconded by Cllr B Campbell.

THAT Council:

1. Receive and note the report; and
2. Adopt the Strategic Plan 2026 – 2036.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

17. OPERATIONAL MATTERS ARISING (STRATEGIC THEME – ORGANISATION)

17.1 Improvement

Strategic Plan Reference 5.1

Improve the level of responsiveness to Community & Developer needs / Improve communication within Council / Improve the accuracy, comprehensiveness and user friendliness of the Council asset management system / Increase the effectiveness, efficiency and use-ability of Council ICT systems / maintain the Business Process Improvement & Continuous Improvement framework

17.1.2 Policy Review – Donations & Community Support Policy

DECISION

Moved by Cllr D Blackwell, seconded by Cllr B Campbell.

THAT Council:

1. Receive and note the report; and
2. Adopt the Donations & Community Support Policy.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

17.2 Sustainability

Strategic Plan Reference 5.2

Retain corporate and operational knowledge within Council / Provide a safe and healthy working environment / Ensure that staff and elected members have the training and skills they need to undertake their roles / Increase the cost effectiveness of Council operations through resource sharing with other organisations / Continue to manage and improve the level of statutory compliance of Council operations / Ensure that suitably qualified and sufficient staff are available to meet the Communities need / Work co-operatively with State and Regional organisations / Minimise Councils exposure to risk / Ensure that exceptional customer service continues to be a hallmark of Southern Midlands Council

17.2.1 Tabling of Documents

Nil.

17.2.2 Elected Member Statements

An opportunity is provided for elected members to brief fellow Councillors on issues not requiring a decision.

Deputy Mayor K Dudgeon – Ms Margaret Elliott – recently celebrated her 100th Birthday – congratulations!

Mayor E Batt – Melbourne Cup – Oatlands Event – informed Council that the recent event involving the Melbourne Cup being brought to Oatlands was really well received. The Cup was taken to the Oatlands Historical Society premises, followed by a visit to the Waverley property and concluding with a small reception at the Callington Mill Distillery.

Clr B Campbell – informed the meeting that the Woodsdale Cracker Night was being held on 4 July 2026 at the Woodsdale Recreation Ground.

Clr D Blackwell – Broadmarsh resident Meg Brewer has been selected to represent Tasmania in the U18 National Hockey Championships to be held in Darwin in July 2026. Council congratulates Meg on this achievement and as per our Donations and Community Support Policy have donated \$200 towards associated costs.

17.3 Finances

Strategic Plan Reference 5.3

Community's finances will be managed responsibly to enhance the wellbeing of residents / Council will maintain community wealth to ensure that the wealth enjoyed by today's generation may also be enjoyed by tomorrow's generation / Council's financial position will be robust enough to recover from unanticipated events, and absorb the volatility inherent in revenues and expenses.

17.3.1 Monthly Financial Statement (Period ending 31 May 2026)

DECISION

Moved by Cllr B Campbell, seconded by Cllr D Blackwell

THAT the Financial Report be received and the information noted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller	✓	

17.3.3 Adoption of the 2026/2027 Rates and Charges Resolution

DECISION

Moved by Clr D Blackwell, seconded by Clr D Fish

THAT Council, by absolute majority, adopt the 2026-2027 Rates and Charges Resolution as presented.

AMENDMENT

Moved by Clr F Miller, seconded by

THAT Council, by absolute majority, adopt the 2026-2027 Rates and Charges Resolution subject to deleting the Penalty Clause - clause 6 a).

The amendment lapsed due to the lack of a seconder.

The original Motion was put and carried.

Moved by Clr D Blackwell, seconded by Clr D Fish

THAT Council, by absolute majority, adopt the 2026-2027 Rates and Charges Resolution as presented.

CARRIED

DECISION (by absolute majority)		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller		✓

17.3.2 2026/2027 Annual Plan & Budgets (Operating & Capital)

DECISION

Moved by Clr B Campbell, seconded by Clr D Blackwell

THAT Council, by absolute majority, formally approve the 2026/27 Annual Plan and Budget (Operating and Capital).

CARRIED

DECISION (by absolute majority)		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	
Clr F Miller	✓	

17.3.4 Adoption of Schedule of Fees and Charges 2026/2027

DECISION

Moved by Cllr D Blackwell, seconded by Cllr D Fish.

THAT:

- a) This report be received by Council; and
- b) The Schedule of Fees and Charges for 2026-2027 be adopted.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	
Cllr F Miller		✓

Cllr F Miller departed the meeting at 12.53 p.m.

18. MUNICIPAL SEAL

Nil.

**19. CONSIDERATION OF SUPPLEMENTARY ITEMS TO THE
AGENDA**

Nil.

RECOMMENDATION

THAT in accordance with Regulation 17 (1) of the *Local Government (Meeting Procedures) Regulations 2025*, the following items are to be dealt with in Closed Session.

DECISION

Moved by Cllr B Campbell, seconded by Cllr D Blackwell.

THAT in accordance with Regulation 17 of the *Local Government (Meeting Procedures) Regulations 2025*, the following items are to be dealt with in Closed Session.

Matter	<i>Local Government (Meeting Procedures) Regulations 2015 Reference</i>
<i>Closed Council Minutes - Confirmation</i>	17(2)
<i>Applications for Leave of Absence</i>	17(2)(h)(i)

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	

RECOMMENDATION

THAT in accordance with Regulation 17(2) of the *Local Government (Meeting Procedures) Regulations 2025*, Council move into Closed Session and the meeting be closed to members of the public.

DECISION

Moved by Cllr D Blackwell, seconded by Cllr B Campbell

THAT in accordance with Regulation 17(2) of the *Local Government (Meeting Procedures) Regulations 2025*, Council move into Closed Session and the meeting be closed to members of the public.

CARRIED

DECISION (MUST BE BY ABSOLUTE MAJORITY)		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Cllr D Blackwell	✓	
Cllr B Campbell	✓	
Cllr D Fish	✓	

CLOSED COUNCIL MINUTES

20. BUSINESS IN “CLOSED SESSION”

20.1 Closed Council Minutes - Confirmation

In accordance with the Local Government (Meeting Procedures) Regulations 2025, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 17(2) of the Local Government (Meeting Procedures) Regulations 2025.

20.2 Applications for Leave of Absence

In accordance with the Local Government (Meeting Procedures) Regulations 2025, the details of the decision in respect to this item are to be kept confidential and are not to be communicated, reproduced or published unless authorised by Council.

Item considered in Closed Session in accordance with Regulation 17(2)(i) of the Local Government (Meeting Procedures) Regulations 2025.

RECOMMENDATION

THAT Council move out of “Closed Session”.

DECISION

Moved by Clr D Blackwell, seconded by Clr D Fish

THAT Council move out of “Closed Session”.

CARRIED

DECISION		
Councillor	Vote FOR	Vote AGAINST
Mayor E Batt	✓	
Clr D Blackwell	✓	
Clr B Campbell	✓	
Clr D Fish	✓	

OPEN COUNCIL MINUTES

21. CLOSURE

The meeting was closed at 12.57 p.m.

Woodsdale Community Memorial Hall

Est. 1905

General Committee Meeting

Monday 29th June 2026

Woodsdale Hall

1. Welcome/Opening:

The President welcomes members and declares the meeting open at 7.08pm

2. Attendance:

Councillor Karen Dudgeon, Ms Alyson Scott, Ms Andrea Jones, Mrs Ann Wiggins, Mrs Ann Scott, Mrs Marion Wiggins and Barbette McConnon.

3. Apologies:

Mrs Sally Stubs

Moved: Karen Dudgeon

Seconded: Marion Wiggins

Motion Carried

4. Confirmation of Minutes for the last meeting – 30th March 2026

Moved: Ann Wiggins

Seconded: Ann Scott

Motion Carried

5. Business Arising from Previous Minutes – 30th March 2026

- Correction to Sally's last name only one B
- Did we make any money from the Valentines Day High tea – \$280.70

Moved: Karen Dudgeon

Seconded: Marion Wiggins

Motion Carried

6. Financial Report:

Total funds as of 30th March 2026 **\$ 10757.51**

Y.T.D Financials

Opening Balance (1/7) **\$10149.75**

Incoming YTD \$ **\$3574.26**

Outgoing YTD \$ **\$2298.01**

Closing balance as of 29th June 2026 **\$ 11426.00**

Please see attached financials for further information.

Moved: Mrs Andrea Jones

Seconded: Mrs Ann Wiggins

Motion Carried

7. Business arising from financial report:

7.1 Council will pay their bill of \$210.00 by the 30th of June 2026.

Motion Carried

Correspondence:

In

- Toni from Woodsdale Football Club wanted lease agreements and wants to hold the red and green ball again on the 29th of August 2026.
- Bendigo Bank Michael Gordan rang to discuss giving us money. Andrea gave him Alyson's number.
- Alyson Scott asked to hire the hall fortnightly

Out

- Andrea has sent the lease agreement hires information to Toni.

Moved: Mrs Ann Scott

Seconded: Mrs Ann Wiggins

Motion Carried

1. General Business:

1.1 Barbette McConnon from Health together project officer – Has come from Department of health and has given money to the Southern Midlands. Projects must be around the community, about health and it can't be clinical. Do we want to do a screening of "Just a Farmer" 1hr30min. Between now and end of year

10th October is Mental Health Week. Hall to potentially contribute to cover some of the catering or the hall fees etc, may not be any cost. RAW, Rural Flying Doctors will also be in attendance.

Healthy together has a screen that hall can use.

There is a website, has all the information about the local community flyers can go on there from local groups etc. Barbette will send Alyson the information.

- 1.2 Red and Green Ball 29th August – They will give all supplies we just need to cook and clean like last year. We are happy to do it.
- 1.3 Southern Midlands Farmers Group – Members wanted, it's a hub to give back to the farmer.
- 1.4 Soup and Sandwich – do we have a food safety certificate. Karen will chat with someone from the council about it. There were too many people here. Same time next year. Food in Supper Room only and limit people. Lights and things were left out.
- 1.5 Christmas Party for hospital, 1st Wednesday of December. Alyson to talk to Louise Coppleman at the Hospital.
- 1.6 Maybe do a Christmas movie night??
- 1.7 Toilet door in the women's toilet hasn't got a lock and the floor near the supper room was stated to be bouncy. Karen will follow up.
- 1.8 Karen announced that a new fence has been granted in the council budget for a fence around the playground.
- 1.9 Not sure where the main keys are, Alyson, Ann Scott and Alyson will check their homes again.

Moved: Mrs Marion Wiggins seconded: Mrs Ann Wiggins

Motion Carried

2. Bookings:

- 1: 29th August 2026 WFC
- 2: Alyson Fortnightly bookings from now on.

Meeting closed 8.20pm

Next Meeting will be

Monday 17th August 2026

Woodsdale Cemetery Management Committee
Minutes of the Meeting held on Wednesday 15th July 2026 at the
Woodsdale Community Hall commencing at 2.00 p.m.

MINUTES

Membership:

Name:	Email Contact / Address:
Deputy Mayor Karen Dudgeon (Chair)	kdudgeon@southernmidlands.tas.gov.au
Ron Scott	jannescott1@outlook.com
Kate Bourne	kandktas@activ8.net.au
Gerald Crawford	geraldcrawford1@bigpond.com
Yvonne Crawford	y.crawford3@gmail.com
Adrian Dare	adsunnysides@gmail.com
Julie Bellette	ron.julie@yahoo.com
Lynette Browning	Lyn.browning1952@outlook.com
Dan Free	daniel.free75@outlook.com
Jamie Free	mardi_jamie@bigpond.com

1. PRESENT

Deputy Mayor Karen Dudgeon (Chair), Ron Scott and Lynette Browning.

In Attendance: General Manager (Tim Kirkwood) and Director Assets (David Richardson).

2. APOLOGIES

Kate Bourne, Gerald Crawford, Yvonne Crawford, Adrian Dare, Julie Bellette, Dan Free and Jamie Free.

3. CONFIRMATION OF MINUTES

Attachment(s):

Committee Meeting Meetings – 14 October 2025

Refer to the attached Minutes of the Meeting held 14 October 2025.

RECOMMENDATION

THAT the Minutes of the Meeting held 14 October 2026 be confirmed.

DECISION

RESOLVED THAT the Minutes of the Meeting held 14 October 2026 be confirmed.

4. BUSINESS ARISING FROM THE MINUTES

4.1 Noticeboard

Noticeboard has been installed and project completed.

DECISION

RESOLVED THAT the information be received, noting that the Cemetery Map (which indicates plots and the name of persons interred) will need to be updated every 1 to 2 years, depending on the number of burials.

Note: Map to checked for spelling errors prior to re-printing.

Running list of amendments:

1. Laurence Rowlands - currently spelt with a 'w'.

4.2 Wall of Remembrance

Committee members may have noted that the foundation concrete slab has been poured for the construction of the Wall of Remembrance.

At the previous meeting, there was some discussion regarding the type of structure to be built.

Director Assets (David Richardson) will be at the meeting and provide an overview of what is proposed; including a sample of the brick; and to discuss the need for rendering (if required).

DECISION

RESOLVED THAT the information be received, noting that members in attendance were satisfied with the brick sample, and that the Director Assets will contact Adrian Dare to seek his feedback before proceeding.

5. FINANCE REPORT

5.1 2024/25 FINANCIAL YEAR (AMENDED)

Opening Balance	Amount	Totals
As at 1/7/24		\$0
Council Allocated Budget		\$0
Cemetery Income		
Memorial Wall (E Plummer)	\$227.27	
Plot (Estate Sharon Gregor)	<u>\$227.27</u>	
Total Income		\$454.54
Sub Total		\$454.54
Expenses – Sub Total		
Abetz Curtis – Legal Fees (Property Transfer etc.)	(\$3,476.47)	
Advertising Costs	(\$918.95)	
Council Labour & On-costs	(\$402.51)	
Gravel Supplies	(\$112.00)	

DPAC – Application Fee (Cemetery Manager)	<u>(\$213.60)</u>	
Cemetery Expenses		(\$5,123.53)
Closing Balance		(\$4,668.99)

5.2 2025/26 FINANCIAL YEAR

Opening Balance	Amount	Totals
As at 1/7/25		(\$4,668.99)
Council Allocated Budget		\$5,960.00
Cemetery Income		
Funds ex: closure of Bank Account	\$8,121.31	
23/9/25 K Rowlands	\$181.81	
16/12/25 G P Palmer	<u>\$227.27</u>	
Total Income		\$8,530.39
Sub Total		\$9,821.40
Expenses – Sub Total		
Labour, Plant & Materials	<u>(\$1,338.90)</u>	
Total Cemetery Expenses		(\$1,338.90)
Closing Balance		\$8,482.50

5.3 2026/27 FINANCIAL YEAR (TO DATE)

Opening Balance	Amount	Totals
As at 1/7/26		\$8,482.50
Council Allocated Budget - Operating		\$5,960.00
Cemetery Income		
Total Income		\$0.00
Sub Total		\$14,442.50
Expenses – Sub Total		
Capital Commitments – Columbarium - allocated	<u>\$8,121.00</u>	
- \$1,844.81 spent to date		
Total Cemetery Expenses		(\$8,121.00)
Closing Balance		\$6,321.50

RECOMMENDATION

THAT the information be received.

DECISION

RESOLVED THAT the information be received.

6. BUSINESS

6.1 Cemetery – Burial and Wall of Remembrance Fees

All Council fees and charges are reviewed on an annual basis as part of the Budget process.

In respect to Cemeteries (both Campania and Woodsdale), the following fees are applicable from 1 July 2026:

- | | |
|--------------------------|---------------------|
| • Reserved Cemetery Plot | \$2,250.00 |
| • Wall of Remembrance | \$ 300.00 |
| • Exhumation | Cost recovery basis |

However the Committee is reminded that the following applies to the Wooddale Cemetery:

a) Reserved Cemetery Plot – to be identical to the Campania Cemetery (i.e. currently \$2,100- incl. GST) unless the following applies:

- If the person resides in either the Levensdale, Runnymede, Whiteford or Woodsdale districts (the property address and district nominated on the application to be verified based on Council's Property & Rates system), then a donation is to be made at the time that the Plot is reserved (with a minimum donation of \$250 being required); or
- If the person does not live within the above districts, and provides evidence that there is an existing family member in the Cemetery, then a donation is to be made at the time that the Plot is reserved (with a minimum donation of \$250 being required).

b) Wall of Remembrance - to be identical to the Campania Cemetery (i.e. currently \$260 - incl. GST) unless the following applies:

- If the person resides in either the Levensdale, Runnymede, Whiteford or Woodsdale districts (the property address and district nominated on the application to be verified based on Council's Property & Rates system), then a donation is to be made at the time that the Niche is reserved (with a minimum donation of \$150 being required);
- If the person does not live within the above districts, and provides evidence that there is an existing family member in the Cemetery, then a donation is to be made at the time that the Niche is reserved (with a minimum donation of \$150).

Note:

- i) If there is any doubt regarding a person's eligibility for the reduced fee, then the application is to be referred to the Management Committee for decision

(or a delegation of at least three members of the Committee in a situation where there is a limited timeframe to make a determination regarding the fee that is to be applied).

ii) If a person's application for a Reserved Cemetery Plot or reservation in the Wall of Remembrance is approved and the full fee applies, this does not enable any subsequent persons to claim the reduction in fee based on them having an existing family member interred in the Cemetery.

iii) If a person is experiencing financial hardship, then an application for a reduction in the fee can be submitted to Council for consideration in accordance with its 'Financial Hardship Assistance Policy'.

RECOMMENDATION

THAT the information be received.

DECISION

RESOLVED THAT the information be received.

6.2 Committee Members to raise any other issues for discussion

- Application for Installation / Alteration of A Monument

Site Details: Sharon Gregor (application submitted by Rebekah Tribolet – daughter)

Headstone and plaque identical to the Patsy Gregor installation

- Approval granted.

DECISION

RESOLVED THAT the information be received.

7. CLOSURE / NEXT MEETING

Next meeting scheduled for Wednesday 2 December 2026, commencing at 2.00 p.m.

Meeting closed at 2.35 p.m.



Lease

8 Union Street, Campania

Date

Southern Midlands Council
(Lessor)

and

State Fire Commission
(established as a corporation pursuant to section 7 of the *Fire Services Act 1979 (Tas)*)
(Lessee)

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Lease

Details and recitals

Date:

Parties:

Name	Southern Midlands Council
ABN/ACN	68 653 459 589
Short form name	Lessor
Notice details	PO Box 21, Oatlands TAS 7120 Attention: David Richardson

Name	State Fire Commission (established as a corporation pursuant to section 7 of the <i>Fire Service Act 1979</i> (Tas))
ABN	68 039 681 690
Short form name	Lessee
Notice details	C/- Property Services Department of Police, Fire and Emergency Management GPO Box 308, Hobart, Tasmania 7001 Telephone: (03) 6173 2871 Email: accommodation@dpfem.tas.gov.au Attention: Manager, Asset Management and Accommodation Planning – Property Services

Recitals:

- A. The Lessor is the registered proprietor of the Land.
- B. The Lessor has agreed to grant the Lessee a lease of the Premises and a licence of the Licensed Area (if applicable), in accordance with this Lease.
- C. The Lessee has agreed to accept a lease of the Premises and a licence of the Licensed Area (if applicable), in accordance with this Lease.

Information Table

Item 1 (clause 1.1): Land

All that area of land situated at 8 Union St, Campania comprised in folio of the Register Volume 86907 Folio 1.

Item 2 (clause 1.1): Premises

That part of the Land shown outlined in RED on the Plan.
--

Item 3 (clause 1.1): Licensed Area

Not Applicable

Item 4 (clause 1.1): Improvements
--

Fire station building, together with any other improvements on the Premises to support the operation of the fire station as owned by the Lessee.
--

Item 5 (clause 1.1): Commencement Date

3 August 2025

Item 6 (clause 1.1): Expiry Date

2 December 2027

Item 7 (clause 1.1): Term

Two (2) years and Four (4) Months

Item 8 (clause 4): Option

New Lease Term	Five (5) Years
Number of New Terms	One (1)

Item 9 (clause 3): Rent

\$1.00 per annum, if demanded

Item 10 (clause 1.1): Insured Amount

\$20,000,000.00.

Item 11 (clause 1.1): Permitted Use – Fire station base
--

The Lessee may use the Premises for the purposes of:
--

- | |
|---|
| <ul style="list-style-type: none">(a) maintaining the Improvements;(b) operating a fire station base which includes, office to support the operation of a fire station, staff and volunteer training, social activities, vehicle parking service and |
|---|

maintenance, equipment service and maintenance and storage of items to support the operation of a fire station base; and

(c) all reasonably necessary ancillary purposes to the operation of a fire station base.

Item 12 (clause 13): Special terms and conditions

The following Special terms and conditions apply to this Lease:

Nil

Operative provisions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Lease, unless the context otherwise requires:

Approval or **Approvals** includes:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from by or with a Government Body;
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Body intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiration of that period without intervention or action;
- (c) all necessary development approvals, licences, permits and approvals as may be required from time to time by a Government Body for or in respect of the Permitted Use; and
- (d) to avoid doubt, any planning and environment approvals.

Building Legislation means *the Building Act 2016* (Tas) and *Building Regulations 2016* (Tas).

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in the municipal area of the location of the Premises.

Commencement Date means the date set out in Item 5.

Crown means the Crown in Right of Tasmania.

Crown Agency means a Statutory Authority or Agency (as defined in Section 1A of the *Public Accounts Committee Act 1970* (Tas)) or a Government Business Enterprise (for the purposes of the *Government Business Enterprises Act 1995* (Tas))

Details means the details and recitals set out above.

Expiry Date means the date set out in Item 6.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Improvements means the improvements set out in Item 4.

Information Table means the table titled 'Information Table' (if any) included in this Lease.

Insured Amount means the amount set out in Item 10.

Item means an item in the Information Table.

Land means the land set out in Item 1.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

Lease or this Lease means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Lessee means the entity set out in the Details and where the context permits includes the Lessee's employees, authorised contractors, sub-contractors, agents, licensees and invitees and any other person claiming through or under the Lessee.

Lessor means person or entity set out in the Details and where the context permits includes the Lessor's employees, authorised contractors, sub-contractors, agents, licensees and invitees and any other person claiming through or under the Lessor.

month means calendar month.

Outgoings means all charges levied against the Premises and payable by an owner including:

- (a) Council rates;
- (b) Land tax;
- (c) Water and sewerage rates; and
- (d) body corporate fees.

Permitted Use means the right to use the Premises for the purpose set out in Item 11 and for all reasonably necessary ancillary purposes.

Plan means the plan of the Premises which is attached to this Lease as 'Attachment: Plan' which is attached for illustration purposes only.

Premises means that area of the Land set out in Item 2.

Rent means the amount set out in Item 9, as adjusted or reviewed from time to time in accordance with this Lease.

Right includes a right, a power, a remedy, a discretion or an authority.

Term means:

- (a) the period set out in Item 7; and
- (b) where applicable, any further period granted in accordance with clause 4,

commencing on the Commencement Date and ending on the Expiry Date (inclusive of those dates).

1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Lease have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a part to, or a clause or a part of, this Lease;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
 - (iii) an amendment or supplement to, or replacement or novation of, that document; or
 - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (n) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person

who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;

- (o) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (p) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (q) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (r) references to '\$' and 'dollars' are to Australian dollars.

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Lease.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Lease, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.

1.5 Information Table

If there is an Information Table:

- (a) an Item that has not been completed will be taken to be 'not applicable'; and
- (b) unless the context otherwise requires, expressions defined in that table have the same meanings when used in other parts of this Lease.

2 Grant of lease

2.1 Grant of lease

The Lessor grants to the Lessee, and the Lessee accepts from the Lessor, a lease of the Premises to use the Premises for the Permitted Use from the Commencement Date for the Term in accordance this Lease.

2.2 Licence and shared access

- (a) This clause 2.2 applies if Item 3 includes a description of the Licensed Area. For the avoidance of doubt, this clause 2.2 is not applicable if Item 3 states that this clause 2.2 is not applicable.
- (b) In addition to the rights granted under clause 2.1, the Lessor grants to the Lessee and the Lessee accepts, a non-exclusive licence for the Term for the purposes of access and egress to the Premises over Licensed Area for the Permitted Use.

3 Rent

In consideration of this Lease, the Lessee must pay the Rent to the Lessor annually in advance with the first payment to be made on the Commencement Date and each subsequent payment to be made on each anniversary of the Commencement Date.

4 Option

4.1 New lease

- (a) The Lessor must grant the Lessee a new lease of the Premises for such further term as set out in Item 8 commencing on the expiration of this Lease if the Lessee:
 - (i) makes a written request no earlier than six months and at least three months prior to the expiration of this Lease; and
 - (ii) is not in breach of any of the terms of this Lease at the time of the request under clause 4.1(a) and at the expiration of the initial Term of this Lease; and
 - (iii) has not persistently been in breach of this Lease during the Term.
- (b) The new lease will be on the same terms and conditions contained in this Lease (with any necessary changes) with the commencing Rent for the new lease to be the Rent for the final year of the expired Term (unless otherwise specified in the Special terms and conditions).

4.2 Number of options

The number of new leases that may be created under clause 4.1 is limited to the number specified in Item 8 and clause 4.1 must be excluded from the final lease entered into as a result of the application of that clause.

5 Improvements

5.1 Ownership of Improvements

The Parties acknowledge and agree that despite being a fixture to the Land the Improvements have been constructed on the Land by the Lessee and are to be treated, during the Term of this Lease, as the property of the Lessee.

5.2 Maintenance and repair

The Lessee is permitted to maintain, repair and make changes which do not change the footprint or substantially change the structure of the Improvements at any time during the term, without the consent of the Lessor, provided that the Lessee obtains all necessary Approvals from any Government Body.

5.3 Lessor to act reasonably

- (a) If the permission, consent or approval of the Lessor is required in connection with any matter or thing that permission, consent or approval must not be unreasonably withheld or delayed.
- (b) If the Lessor is entitled to give any directions, issue instructions or specify its requirements in relation to any matter or thing, those instructions, directions and requirements must be reasonable and the Lessor must act reasonably.
- (c) A permission, approval or consent may be given conditionally or unconditionally. Any conditions imposed by the Lessor must be reasonable.

6 Lessee's covenants

6.1 Covenants

The Lessee covenants with the Lessor as follows:

- (a) to pay the Rent as required under this Lease;
- (b) to pay the costs of delivery of all separately metered services used by the Lessee at the Premises including electricity, telephone, telecommunication service and ad valorem charges for water and sewerage;
- (c) to comply with the terms of this Lease;
- (d) to comply punctually with all notices received from the Lessor or any Government Body concerning:
 - (i) the Premises; and
 - (ii) the Permitted Use;
- (e) to punctually comply with:
 - (i) all notices received from the Lessor or the Lessor's duly authorised agents relating to the Lessee's obligations under this Lease;
 - (ii) all notices received from any Government Body with respect to the Premises or Permitted Use or both; and
 - (iii) all Laws, Approvals and other requirements of a Government Body that affect the Premises or Permitted Use or both in any way;
- (f) to obtain, keep current and comply with, for the Term all necessary Approvals as may be required from time to time by all Laws or any Government Body or both, for or in respect of the Permitted Use and occupation of the Premises (including for the avoidance of doubt all necessary Approvals and permits as may be required under the *Land Use Planning and Approvals Act 1993* (Tas) in respect of any works undertaken by the Lessee in accordance with this Lease);
- (g) to use the Premises solely for the Permitted Use;
- (h) to keep and leave the Premises and the Improvements:
 - (i) clean and tidy and in good repair and condition;
 - (ii) in a safe state and condition for everyone who enters the Premises or uses the facilities on the Premises or both; and
 - (iii) maintained, installed and repaired, including with respect to all structural matters, in accordance with all Laws, Approvals and other requirements of any Government Body, good industry practice and any directions given by the Lessor;

it being acknowledged by the parties that the Lessee is responsible for maintenance and repair of the Improvements and all buildings, structures, facilities, plant, equipment and services or other improvements on the Premises including in respect to all structural matters and all costs associated therewith during the Term;
- (i) not to permit any activity on the Premises that is not authorised under this Lease without obtaining the Lessor's prior written consent;

- (j) to permit the Lessor, with or without workmen, to enter upon the Premises at all reasonable times to review the Lessee's compliance with the terms of this Lease provided that the Lessor, and/or workmen must be accompanied by the Lessee whilst on the Premises at all times;
- (k) not to keep any explosive or combustible substances on the Premises unless required for the Permitted Use and then only in quantities permitted by the relevant statutory authorities and in accordance with all relevant Laws and Approvals; and

6.2 Determination of Lease

On the expiration or sooner determination of this Lease the Lessee must cease to exercise the rights conferred under this Lease and leave the Premises in a condition consistent with the Lessee's obligations under this Lease, it being acknowledged by the parties that immediately before the expiration or sooner determination of this Lease the Lessee must:

- (a) remove all the Lessee's personal property from the Premises; and
- (b) make good all damage caused by removal in accordance with clauses 6.2(a) to the reasonable satisfaction of the Lessor.

it being acknowledged and agreed that the Lessee may in its absolute discretion chose to remove the Improvements from the Land or leave the Improvements in situ and in that event the Improvements on the Land will become the property of the Lessor with no compensation payable by the Lessor to the Lessee for the Improvements.

6.3 Lessee not obliged to make good

The Lessee is not obliged to make good, reinstate, or restore the Land at the expiration or sooner determination of this Lease.

6.4 Notice to repair

Upon receipt of notice from the Lessor or any Government Body having jurisdiction, the Lessee must repair, remedy or otherwise make good all defects and lack of repair that are the Lessee's responsibility under this Lease. If the Lessee fails to comply with such a notice given under this sub-clause, then the Lessor, or the Lessor's agents, may, but are not bound to, undertake the required repairs.

7 Lessor's covenants

7.1 Lessor's covenants generally

The Lessor covenants with the Lessee as follows:

- (a) to pay all Outgoings assessed against the Land as and when they fall due, and for the avoidance of doubt the Lessee is not required to contribute to the Outgoings;
- (b) not to derogate from the grant of this Lease despite any other provision of this Lease; and
- (c) to punctually comply with the requirements of:
 - (i) all notices received from any Government Body with respect to the Premises; and
 - (ii) all Laws and other requirements of any Government Body;

which in any way affect the Land so far as the requirements and provisions do not relate solely to the Lessee's use and occupation of the Premises for the Permitted Use.

7.2 Quiet enjoyment

The Lessor covenants with the Lessee that, if the Lessee pays the Rent and observes and performs all the Lessee's obligations contained in this Lease, then the Lessor will permit the Lessee to quietly and exclusively use and enjoy the Premises during the Term without any disturbance by the Lessor, or any person claiming through the Lessor.

7.3 Unrestricted Access

The Lessor must ensure that access to and egress from the Premises is not restricted or interrupted in any way at any time during the Term.

8 Building Legislation

8.1 Lessee to comply with Building Legislation

The Lessee, as the owner of the Improvements, must ensure compliance of the Improvements with all requirements of the Building Legislation (to the maximum extent such can be placed on the Lessee) at all times during the Term, including:

- (a) ensuring the Improvements are used and maintained in accordance with the Building Legislation;
- (b) ensuring a schedule of maintenance for the Improvements is prepared, approved, reviewed and complied with in accordance with the Building Legislation;
- (c) ensuring appropriate records in relation to maintenance as required by the Building Legislation are kept; and
- (d) to otherwise act co-operatively with the Lessor and provide all reasonable assistance requested by the Lessor in respect of compliance with the Building Legislation.

9 Insurance

9.1 Lessee to insure

The Lessee must take out and keep current throughout the Term, and for as long as the Lessee uses the Premises, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Lessor's and the Lessee's liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) either or both loss of, or damage to, property of any person,for not less than the Insured Amount for each individual claim or series of claims arising out of a single occurrence, or for such other amount as the Lessor reasonably determines;
- (b) a comprehensive insurance policy:

- (i) for the full insurable and replacement value of the Improvements and any building, structure, fixture, fittings, plant and equipment and personal property on the Premises;
 - (ii) against loss or damage by fire storm tempest earthquake lightning explosion burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks; and
- (c) the Lessee's liability for workers' compensation.

The liability to be insured against under clause 9.1(a) is liability arising from, or attributable to, the Lessee's use or occupation of the Premises to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Lessee or the Lessee's employees, authorised contractors, sub-contractors, agents, Lessees and invitees and any other person claiming through or under the Lessee.

9.2 Lessee to notify Lessor

The Lessee must notify the Lessor in writing as soon as practicable:

- (a) if an insurance contract taken out under clause 9.1 lapses or is cancelled or is materially altered; or
- (b) if the Lessee claims, or becomes entitled to claim, under such an insurance contract for something arising from, or attributable to, the Lessee's possession of the Premises.

9.3 Evidence of insurance

The Lessee must give the Lessor evidence of:

- (a) the terms of; and
 - (b) payment of the premium for,
- each insurance contract taken out under clause 9.1:
- (c) before the Lessee exercises rights under this Lease; and
 - (d) before each due date for renewal of each such insurance contract.

9.4 Lessor may insure

If the Lessee fails to take out or renew each insurance contract required to be taken out under clause 9.1, then without being obliged to do so, the Lessor may:

- (a) take out or renew each such insurance contract that the Lessee has not taken out or renewed; and
- (b) pay any unpaid premium.

9.5 Lessee not to prejudice insurance

The Lessee must not do anything that may result in insurance under clause 9.1 or any part of it becoming invalid or unenforceable.

9.6 Exemption to insurance

The Lessor acknowledges and agrees that for so long as the Lessee is the State Fire Commission or a Crown Agency the Lessee is not required to take out the contracts of

insurance referred to in clause 9.1 and may cover its own risk in which case the Lessor is entitled to rely on the indemnities contained in this Lease.

10 Termination of Lease

10.1 Essential term

- (a) The essential terms of this Lease are clauses 3, 6.1(a), 6.1(g), 6.1(h) and 9.1 to the extent that they are applicable.
- (b) This clause 10.1 does not prevent any other obligation of the Lessee under this Lease being an essential term.

10.2 Lessee may terminate

- (a) The Lessee may terminate this Lease by giving six (6) calendar month's prior written notice to the Lessor of its intention to do so.
- (b) This Lease automatically terminates when a notice given under clause 10.2(a) expires.

10.3 Lessor's right on default

If there is a breach of any of the Lessee's covenants contained or implied in this Lease which the Lessee fails to rectify, or commence action to rectify, within twenty (20) Business Days of notice being given by the Lessor then it will be lawful for the Lessor to either:

- (a) give twenty (20) Business Days written notice to the Lessee that this Lease is cancelled, and this Lease automatically terminates when such notice expires; or
- (b) proceed by appropriate court action to enforce performance by the Lessee of the applicable terms of this Lease or to recover damages for their breach.

10.4 Lessee's rights to terminate

If at any time during the Term:

- (a) the Improvements:
 - (i) are wholly or partly damaged or destroyed by any event (except one resulting from any wrongful (including negligent) act or omission of the Lessee); or
 - (ii) if there is an interruption to access to the Improvements,
so as to render the Premises or the Improvements or any part thereof as being unable to be used for the Permitted Use and/or wholly or substantially unfit for the occupation or use of the Lessee and/or inaccessible by any means of access;
or
- (b) any application to a Regulatory Agency for a required consent or permit for the use of the Premises as a fire station base is granted to the Lessee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- (c) the Premises are rendered unfit for the Lessee's use for the Permitted Use; or

- (d) the Lessor commits a breach of any material obligation of the Lessor under this Lease and that breach is not remedied within a reasonable period of notice from the Lessee having regard to the nature of the breach,

then the Lessee's obligations to pay the Rent will abate to an extent proportional to the effect on the Lessee's use of the Premises for the Permitted Use until the Improvements are reinstated or restored to a condition reasonably suitable for use for the Permitted Use and the Lessee may at its sole discretion either:

- (e) terminate this Lease by giving to the Lessor 30 days written notice in which case the Term will cease at the expiration of 30 days from the date of the notice; or
- (f) in the event that the Improvements are wholly or partly damaged or destroyed elect to rebuild the Improvements.

11 Holding over

If the Lessee:

- (a) continues to use the Premises after the Term expires, with the Lessor's consent; or
- (b) fails to exercise the option for a further term in accordance with clause 4 and does not vacate the Premises on or before the expiration of the Term,

then the Lessee will use the Premises:

- (c) as a lessee on a six monthly lease;
- (d) at the Rent that is payable immediately prior to the expiration of this Lease on a six monthly basis or any other Rent which is agreed by the parties from time to time;
- (e) with the Rent to be paid in advance;
- (f) on the terms and conditions of this Lease so far as they are applicable to a six monthly lease.

Such lease may be determined by either party giving to the other not less than six month's written notice expiring at any time.

12 Warranty as to fitness for use

12.1 Lessor's warranty

The Lessor warrants that at the Commencement Date, and at all times during the Term, and any further term and any holding over:

- (a) that the Premises is suitable to be used for the Permitted Use; and
- (b) that the Premises may lawfully be used for the Permitted Use; and
- (c) the zoning of the Land will permit the Premises to be used for the Permitted Purpose.

13 Special terms and conditions

- (a) The Special terms and conditions form part of this Lease.
- (b) If there is any inconsistency between the Special terms and conditions and another provision of this Lease, the Special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A Special term and condition is taken not to be inconsistent with another provision of this Lease if the Special term and condition and the other provision of this Lease are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 17.17, any Right contained in a Special term and condition is in addition to any other Rights provided for in this Lease or at Law.

14 GST

- (a) Unless otherwise stated in this Lease, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Lease, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Lease must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 14(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Lease is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Lease is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 14 as if it were an actual payment made pursuant to this Lease.
- (g) Unless the context otherwise requires, expressions used in this clause 14 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

15 Dispute resolution

15.1 Application

This clause 15 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

15.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Lease, the parties must undertake negotiations with a view to resolving the dispute or difference.

15.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 15.2 will be without prejudice and treated as confidential including:
- (b) any settlement proposal made to, or considered by, a party;
 - (i) the willingness of a party to consider a settlement proposal;
 - (ii) any statement made by, or on behalf of, a party during the negotiations; and
 - (iii) any document prepared for the purposes of the negotiations.
- (c) Nothing in clause 15.3(a):
 - (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

15.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 15.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

15.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Lease has been terminated, each party must continue to perform its obligations in accordance with this Lease.

15.6 Injunctive and other discretionary relief

Nothing in this clause 15 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

16 Notices

16.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Lease must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clause 16.1, signed by or on behalf of the sender or by a lawyer for the sender;

- (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 16.2.
- (b) A Notice sent by email is taken to have been signed by the sender.
- (c) A Notice must not be given orally.

16.2 Method and address for delivery

- (a) Subject to clause 16.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details; or
 - (iii) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, or email address (as applicable) last notified by that intended recipient.

16.3 Time of receipt

- (a) Subject to clause 16.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;
 - (ii) if sent by prepaid ordinary mail, on the fifth Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting; and
 - (iii) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 16.3(a) and 16.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

16.4 Other modes or places of service

Nothing in this Lease limits or excludes any other mode or place of service required by an applicable Law.

17 Miscellaneous

17.1 Governing law

This Lease is governed by the Laws applying in Tasmania.

17.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Lease.

17.3 Entire agreements clause

This Lease forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Lease are those that arise out of the provisions contained in this Lease. All prior agreements in relation to the subject matter of this Lease are merged in and superseded by this Lease unless expressly incorporated in this Lease as an annexure, an appendix, an attachment or by reference.

17.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Lease, binds them jointly and each of them severally.

17.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

17.6 Compliance with obligations

- (a) A party must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by that party of its obligations under this Lease:
 - (i) comply with the provisions of this Lease related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Lease or that, if the conduct was undertaken by the party, would result in the party being in breach of this Lease.
- (b) If a party is prohibited from doing anything under this Lease, that party must not knowingly assist, authorise or allow any other person to do that thing.

17.7 Severance

If a provision of this Lease is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Lease and the remaining provisions of this Lease:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Lease.

17.8 Counterparts

- (a) This Lease may be entered into in any number of counterparts.

- (b) A party may execute this Lease by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Lease is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

17.9 Execution of Lease

If this Lease is not executed prior to or on the Commencement Date and the Lessee uses the Premises from the Commencement Date, then the parties will, from the Commencement Date until this Lease is executed, be in all respects bound by the terms contained in this Lease as if this Lease had been duly and fully completed and executed by the Lessor and the Lessee prior to or on the Commencement Date.

17.10 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Lease.

17.11 Business Days

If the day on or by which an act, matter or thing is to be done under this Lease is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

17.12 No partnership or agency

Unless stated to the contrary in this Lease:

- (a) nothing contained or implied in this Lease will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust; and
- (b) a party must not represent or hold itself out to be a partner, joint venturer, agent or representative of another party.

17.13 Legal costs

The Lessee will pay the reasonable costs of the Lessor in respect of preparing and negotiating this Lease.

17.14 Amendment

This Lease may only be amended or supplemented in writing signed by the parties.

17.15 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

17.16 Successors and assigns

This Lease is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

17.17 Rights cumulative

Each Right provided for in this Lease:

- (a) operates independently of any other Right provided for in this Lease; and
- (b) is cumulative with, and does not exclude or limit, any other Right, whether at Law or pursuant to any other agreement, deed or document.

17.18 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Lease, a party may publish all or any part of this Lease without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

17.19 Consent and approvals

- (a) This clause applies to any consent or approval which a party must obtain from another party in accordance with this Lease. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Lease is not effective unless given in writing.
- (d) Except as otherwise stated, a party whose consent or approval is required must not unreasonably withhold or delay that consent or approval.
- (e) A consent or approval may be given subject to reasonable conditions.
- (f) A party receiving a consent or approval must comply with any conditions subject to which the consent or approval is given. To the extent that the party receiving the consent or approval fails to comply with the condition, that failure is taken to be a breach of this Lease.

17.20 Doctrine of merger

The doctrine or principle of merger does not apply to this Lease or to anything done under or in connection with this Lease. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Lease.

17.21 Surviving provisions and termination

- (a) The termination of this Lease does not affect or limit the operation or effect of clauses or parts of this Lease:
 - (i) that are expressed to survive the termination of this Lease;
 - (ii) that, at Law, survive the termination of this Lease; or
 - (iii) that are necessary to survive the termination of this Lease:

- (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Lease;
 - (B) to enable a party to make, enforce or defend any claims related to this Lease; or
 - (C) to give full force and effect to the operation of clause 17.21(b) or clause 17.21(c).
- (b) The termination of this Lease does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Lease before the date on which this Lease is terminated.
- (c) Nothing in this clause 17.21 affects or limits the operation of another provision of this Lease which gives a party Rights, or imposes obligations on a party, on or after the termination of this Lease.

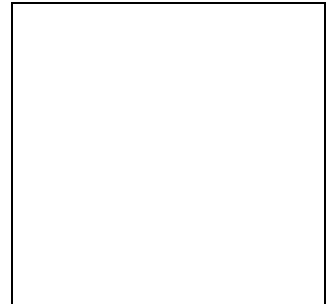
Executed as a deed

Signing

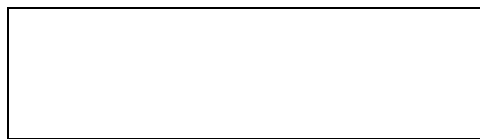
Signing by Lessor

The common seal of **Southern Midlands Council** was affixed pursuant to a Resolution of the said Council in the presence of:

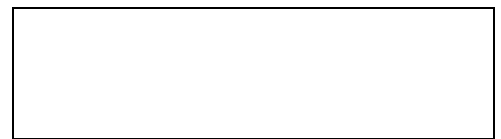
Common seal:
→



Signature:
→



Signature:
→



*Print
name and
position
held:



*Print
name and
position
held:



*Use BLOCK LETTERS

Signing by the Lessee

Executed as a deed on behalf of the **State Fire Commission** by the person named below in the presence of the witness named below:

Signature:
→

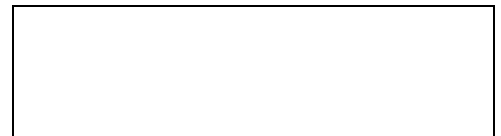


Being a person who has authority to sign
this Deed on behalf of the Lessee

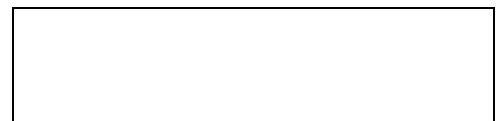
*Print
name and
position:



Witness'
signature:
→



*Witness
print
name and
position:



*Use BLOCK LETTERS

*Witness
print address:



Attachment: Plan of Premises

