



AERODROME HANGAR GROUND LEASE

SCHEDULE	
Council: DISTRICT COUNCIL OF LOXTON WAIKERIE ABN 42 047 987 821 of PO Box 409, Loxton SA 5333	
Lessee: BRIAN JOHN RULE of [REDACTED]	
Premises: That portion of the land comprised in CT Volume 5605 Folio 602 marked 'X' on the attached plan and known as Hangar X and includes all improvements owned by the Lessee.	
Land : The whole of the land comprised in CT Volume 5605 Folio 602 (includes aerodrome)	
Permitted Use: As an aircraft hangar and office, including storage for fuels / lubricants / hydraulic fluids, and car parking for the Lessee's staff and visitors.	
Permitted Times: All hours.	
Period: Starts 1 July 2026 and ends 30 June 2036	
Public liability insurance: \$20,000,000.	
Improvements: all buildings, fixtures and improvements on the Premises.	
Fee: \$500.00 (plus GST) per annum (subject to review on each Review Date).	
Outgoings: Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Premises, and excludes utilities that remain payable by the Lessee under clause 12.	
Special Conditions: The following special conditions are deemed to be incorporated into this Agreement and prevail over other provisions of this Agreement to the extent of any inconsistency.	
1. Environmental matters	
(a) The Lessee must hold a licence required under the <i>Dangerous Substances Act 1979 (Act)</i> if it keeps any prescribed dangerous substance and must provide evidence of the validity of such licence to the Council upon request. The Lessee breaches this Agreement if the Lessee contravenes that licence or the Act.	
(b) As a continuing obligation, the Lessee indemnifies and holds harmless the Council and the owner of the land, the District Council of Loxton Waikerie (Council) against all claims, liability, loss, costs or expenses (including penalties) incurred by either of them in connection with: (i) a contravention of an Environmental Law in connection with the Premises occurring since the Lessee first occupied the Premises; or (ii) an order or direction under an Environmental Law to control or clean up any contamination or pollution of the Premises except to any extent an environmental auditor concludes was wholly attributable to events occurring before the Lessee first occupied the Premises or caused by the Council's wrongful act or negligence.	

Environmental Law means at any time a law operating in South Australia and directly or indirectly protecting the environment or health or regulating pollution or contamination of land or water or air and includes: (i) any code of conduct or policy or guidelines under such a law; (ii) a term or condition of a permit or authorisation or licence under such a law; (iii) any agreement or undertaking made between the Lessee or other occupier of the Premises and a government body administering any such law.

2. Insurance

- (a) Before the start of the Period, the Lessee must provide evidence of insurance this Agreement requires to the Council.
- (b) If by reason of the wilful default or negligence of the Lessee or its invitee the Council need claim its own insurance of the Premises, the Lessee is liable to pay any excess or deductible the Lessee incurs for that claim.

3. Australian Standards

- (a) The Lessee must at its own cost comply with all applicable Australian Standards, including but not limited to, AS 1940-2004 – The Storage and Handling of Flammable and Combustible Liquids.
- (b) In this clause, **Australian Standards** means the standards published by Standards Australia.

4. Miscellaneous

- (a) The Lessee acknowledges and agrees that the *Retail and Commercial Leases Act 1995* does not apply to this Agreement and that it must not in connection with the Premises sell goods to the public by retail or provide services to the public or invite the public to negotiate for the supply of services.

5. Civil Aviation Safety

- a) This Lease is subject at all times to the requirements of the *Civil Aviation Act 1988* (Cth) (**CA Act**) and any replacement Act.
- b) In addition to the Lessee's obligations under this lease to comply with the Statutory Requirements, the Lessee agrees, as a separate obligation, to comply with all relevant obligations imposed on it under the CA Act, including all regulations, orders or instructions issued pursuant to that Act or by the Civil Aviation Safety Authority (or any replacement Act or regulatory authority).
- c) The Lessee must not store fuel or lubricants of any description at or on the Premises, other than fuel tanks which are fitted in any aircraft, ancillary motorised equipment or motor vehicles located at the Premises, or otherwise in accordance with any relevant Australian Standard, including *AS1940 – The Storage and Handling of Flammable and Combustible Liquids* (or any replacement standard).
- d) The Council is not obliged to provide or maintain any apron for the purpose of facilitating ingress or egress to any hangar or building on the Land, beyond the Council's obligation to maintain in good order and fit for aircraft movement, the approaches and ground, adjacent to the Premises.

6. Common Areas

The Lessee acknowledges and agrees that:

- a) during the Term of this Lease, the Council may from time to time designate certain roads, driveways, carparks, footpaths and other areas on the Land as common areas (the Common Areas);
- b) at the Commencement Date, the Common Areas are highlighted in blue on the plan attached as Annexure A;
- c) the Lessee is granted a non-exclusive licence to access the Common Areas, only for the purpose of accessing the Premises;
- d) the Council may grant rights to third parties to use and access the Common Areas together with the Lessee;
- e) the Lessee must comply with all Statutory Requirements relevant to its use of the Common Areas;
- f) the Lessee will immediately comply with any directions given by the Council with respect to the Common Areas, and the Council may restrict access to any or all of the Common Areas at any time during the Term;
- g) the Lessee indemnifies the Council against any actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring on the Common Areas as a result of:
 - i) any act or omission of the Lessee on the Common Areas; or
 - ii) the Lessee's use or occupation of the Common Areas; and
- h) the Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death:
 - i) occurring on the Common Areas;
 - ii) resulting from any direction given by the Council under this Special Condition; or
 - iii) resulting from any restriction on access to the Common Areas or the Premises,
- i) except to the extent that they are caused by the Council's negligence.

EXECUTED by the Authorised Delegate
of the **DISTRICT COUNCIL OF
LOXTON WAIKERIE** under delegation
pursuant to section 44 of the Local
Government Act 1999:

.....
Signature of Authorised Representative

.....
Name of Authorised Representative (print)

.....
Position of Authorised Representative (print)

.....
Signature of Witness

.....
Name of Witness (print)

Executed by the Lessee

.....
Signature

.....
Full Name (print)

.....
Date

A person signing on behalf of a party warrants they have authority to bind that party for that purpose.

TERMS

PART 1 – LEASE

1. **Grant:**

- 1.1 The Council grants and the Lessee accepts a lease of the Premises excluding all improvements, fixtures and buildings (**Improvements**) which the parties acknowledge and agree are owned by the Lessee for the Term on the terms and conditions as set out in this Agreement.
- 1.2 The parties acknowledge that the Lessee has constructed and installed the Improvements or caused the Improvements to be constructed and installed to make the Premises suitable for the Permitted Use.
- 1.3 The parties acknowledge and agree that the Lessee is the owner of the Improvements and full legal and beneficial title to the Improvements has been and is for the duration of the term vested in the Lessee notwithstanding:
 - 1.3.1 the degree or purposes of affixation of the Improvements or any part of the Improvements;
 - 1.3.2 whether or not the Improvements or any part of the Improvements is a fixture or has or will become a fixture;
 - 1.3.3 any law to the contrary (which is excluded to the extent permitted at law); or
 - 1.3.4 any right granted to the Council or any obligation imposed upon the Lessee whether under this Agreement or any other document including any right or obligation relating to the use; occupation, maintenance, repair, subsistence, assignment, subleasing, charging or control of the Improvements.
- 1.4 This grant does not affect the Council's right under any other term of this Agreement to require the Lessee to remove the Improvements.

2. **Period:** The Lease is for the period stated in the Schedule.

3. **Early termination:** The Lease ends on the earliest of:

- 3.1 the end date stated in the Schedule;
- 3.2 if the Lessee fails to remedy any material breach of this Agreement within 30 days after written notice from the Council identifying the breach and requiring its remedy on the date stated in the notice given by the Council to the Lessee;
- 3.3 if the Premises are damaged and the Council considers the damage is such as to make repair impracticable or undesirable in the proximate future on the date stated in a written notice given by the Council to the Lessee.

Compensation is not payable for an end to the Lease under this clause.

4. **Holding over:** If after the end of the Agreement the Lessee occupies the Premises with the Council's consent the Lessee is a monthly occupier of the Premises and either party may terminate the monthly right to occupation on at least 30 days' written notice (whether or not

ending at the end of any calendar month) and the provisions of this Agreement apply, with necessary variations, to the monthly right to occupation.

Vacating the Premises: At the end of the Lease (or after any holding over), the Lessee at its cost must vacate the Premises (unless otherwise agreed in writing by the Council) remove from the Premises and make good any damage caused and if Lessee is required by the Council, the Lessee must remove any alterations or additions or Improvements made to the Premises and reinstate the Premises to a standard commensurate with the standard of repair the relevant property was in and the quality of the property prior to the installation of the Improvements.

PART 2 – USE

Permitted Use: The Lessee may occupy and use the Premises only for the Permitted Use stated in the Schedule and not for residential purposes, lodging or any other use, (without the Council's prior written consent) and the caravans, tents, RV's, camper trailers or any form of living quarters are not permitted on the Premises or the Land.

5. **Manner of use:** The Lessee in occupying or using the Premises must not contravene any applicable law or mandatory code of practice nor:
- 5.1 cause a nuisance, interference or inconvenience to others;
 - 5.2 allow the Premises to be other than in a safe, clean, sanitary and tidy condition;
 - 5.3 allow the Premises or the Land to encourage weeds, vermin or insects;
 - 5.4 leave or deposit rubbish or waste other than in proper receptacles made available by the Lessee;
 - 5.5 bring or keep in the Premises or the Land anything hazardous to people or property unless such hazardous thing is stored, handled and used in the normal course of the Permitted Use;
 - 5.6 allow to be obstructed any fire prevention equipment;
 - 5.7 overload any infrastructure by which electricity, gas, water, sewer, fire prevention, security, telephone or other services are provided (**Service Infrastructure**); or
 - 5.8 allow dogs to be on the Premises or the Land without a leash.

PART 3 – MAINTENANCE

6. **Lessee's duties:** The Lessee at their cost must maintain and repair the Premises and the Improvements to at least the same standard as at the date the Lessee first occupied the Premises (or in the case of items later brought onto the Premises, as at that date).
7. **Step-in rights:** The Council may notify the Lessee to maintain or repair within a reasonable time a stated defect in the Premises or the Service Infrastructure for which the Lessee is responsible. If for at least 20 working days the Lessee fails to comply with that notice, the Council or the Council and its agents may at the Lessee's cost enter the Premises to carry out such maintenance or repair.

PART 4 – MONEY

8. **Fee:** The Lessee must pay to the Council the Fee at the times stated in the Schedule. Fee accrues from day to day and is payable to or as directed by the Council without need for demand.
9. **Outgoings:** The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises. The Outgoings will be adjusted between the Council and the Lessee as at the commencement date of the Period and the end or termination date of this lease.
10. **Fee reviews:** Unless the parties agree in writing otherwise, on and from the anniversary of the Start date every year (**Review Date**) the annual Fee payable immediately prior to the Review Date will be multiplied by the percentage increase in the CPI in the 12 calendar months since the previous Review Date and the reviewed Fee is payable from the Review Date. **CPI** means consumer price index published by the Australian Bureau of Statistics for All Groups (Adelaide).
11. **GST:** If the Council is liable to pay GST in respect of a taxable supply it makes to the Lessee under this Agreement then:
 - 11.1 the Council must give to the Lessee a tax invoice for the taxable supply within the time required by the GST Act; and
 - 11.2 the consideration payable by the Lessee to the Council for that taxable supply increases by an amount equal to the GST imposed for that taxable supply. Any additional amount so payable must be paid at the same time as when the consideration for the relevant taxable supply is required to be paid by the Lessee.

GST, taxable supply and tax invoice have their meaning in *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)*.

12. **Utilities:** The Lessee is responsible for and must pay to suppliers when due any charges for electricity, water (including excess water), telephone or other services or utilities to or consumed in the Premises separately.

PART 5 – PROPERTY

13. **Improvements:** Any Improvements are the property of the Lessee and not the Council. At any time during or at the end of the Lease (and after any holding over), the Lessee may remove all or any of the Improvements from the Premises but the Lessee must within 28 days and before the end of the Lease (or after any holding over) make good any damage caused thereby. Unless otherwise agreed any Improvements not so removed become the property of the Council who can dispose of them at its discretion and at all costs of such removal and disposal will be passed on to the Lessee.
14. **Sale of Improvements:** In the event that at any time during the Period the Lessee wants to sell the Improvements, it must ensure that it is a condition of any such sale that the incoming purchaser either accepts an assignment of this Lease (in accordance with clause 21) or enters into a new lease with the Council on the same terms as this Lease in relation to the Premises.
15. **Alterations:** Subject to applicable law (including any relevant by-law of the Council), the Lessee at its cost may alter, add to or perform other work upon any Improvements without the Licensors consent. Except with the Council's prior written consent, the Lessee must not alter, add to, interfere with or perform other work (except routine maintenance or repair) upon any improvement, plant, equipment, fixture or fitting upon the Premises not an Lessee's Fixture.

PART 6 – RISK

16. **Warranties excluded:** So far as the law allows, the Council does not warrant the Premises or Service Infrastructure or any services are or will be fit for any purpose or safe.
17. **Liability:** The Lessee occupies and uses the Premises at its own risk and the Council is not liable to the Lessee for any defect in the Premises, Service Infrastructure or any services except to any extent caused by the Council's wrongful act or negligence.

18. Insurance:

- 18.1 At all times during the Lease, the Lessee must insure with an insurance company in Australia:
- 18.1.1 for public risk in respect of the Premises for that amount stated in the Schedule or such higher amount as the Council acting reasonably may at any time require; and
- 18.1.2 any other insurance the Council reasonably requires during the term of this Agreement.
- 18.2 If at any time the Council requires, within seven days the Lessee must produce a certificate of currency and a copy of any insurance policy for inspection.
19. **Indemnity:** As a continuing obligation, except so far as caused by the Council's wrongful act or negligence, the Lessee indemnifies and holds harmless the Council and the Council against loss of or damage to property under the care, control and management of the Council or claims by any person (including the Lessee and those claiming through the Lessee) against the Council or Council in respect of personal injury or death or loss of or damage to any property and/or costs or expenses (including reasonable legal and experts' fees) incurred as a result of a claim as above, caused by or in connection with the Lessee or (so far as can be applicable) the Lessee's invitee entering, leaving, occupying or using the Premises or bringing on, installing or using in the Premises any property not owned by the Council or the Council.

PART 7 – THE PARTIES

20. **Defaults:** If the Lessee is in default under this Agreement, the Council may notify the Lessee stating the default and requiring its remedy within a stated period at the Lessee's cost, remedy or attempt to remedy the default and/or pursue any other remedy for the default.
21. **Assignment/Subleasing:** Except with the Council's prior written consent, the Lessee must not assign or sublet its interest in this Agreement, whether in part or in whole.
22. **Vicarious liability:** The Lessee is liable to the Council for anything done or not done by the Lessee's invitee (including without limitation, an officer, member, employee, contractor, agent or visitor of the Lessee) that if done or not done by the Lessee would breach this Agreement.

PART 8 – THIS AGREEMENT

23. **Notices:** A notice under this Agreement must be in writing and must be given by sending it by pre-paid letter to the other party care of the mailing address in this Agreement or via email to the email address stated in the Schedule or as last notified and a letter is served when the letter would arrive in the ordinary course of post.
24. **About this Agreement:** This Agreement is the entire agreement between the parties and supersedes any prior obligation between the parties. This Agreement can be amended only by written agreement of both parties and a party waives a right under this Agreement only by written notice that it waives that right.

