



29 June 2021

**Subject to Formal Council Approval  
Subject to Lease**

Mr Simon Wilkes  
River Canoe Club of NSW Incorporated  
Mackey Park  
Marrickville NSW 2204

Dear Mr Wilkes,

[pres.rivercanoeclub@gmail.com](mailto:pres.rivercanoeclub@gmail.com)

**RE: LEASE OF LOT 1 DP 908763 MACKEY PARK**

We take pleasure in providing the following offer to renew the lease of the above property for your consideration.

Please note this proposal is subject to Council approval and satisfactory execution of formal documentation.

<b>Premises</b>	The whole of the land and building within Lot 1 DP 908763
<b>Additional Areas</b>	Nil
<b>Lessor</b>	Inner West Council
<b>Lessee</b>	River Canoe Club of NSW Incorporated ABN 26 127 785 261
<b>Term</b>	Five (5) years
<b>Option</b>	Nil
<b>Commencing Date</b>	1 October 2021
<b>Terminating Date</b>	30 September 2026
<b>Rent</b>	\$17,120.00 per annum excluding GST paid in monthly instalments in advance.

**Accommodation Grant**

Accommodation Grants (Grant) equivalent to all or part of the market rent may be granted to Non-Government Organizations (NGO's), incorporated not for profit organisations, charity service providers, sporting and community organizations for non-commercial purposes provided that such uses align with the community's demonstrated needs or aspirations, and further the objectives in Council's Statement of Vision and Priorities and/or Strategic, Community or other adopted Plans.

Accommodation Grant Eligibility Criteria is detailed in Inner West Council's Land & Property Policy

<https://www.innerwest.nsw.gov.au/about/policies-plans-and-regulations/land-and-property>

The Lessee shall be required to enter into a Service Level Agreement which will detail the criteria to be met to receive a Grant.

**Rent Review**

The rent will be reviewed annually upon the anniversary of the lease commencement date to the greater of CPI and 3.5%.

**Outgoings**

The Lessee to pay outgoings including but not limited to:

- a) Electricity
- b) Gas
- c) Waste removal
- d) Water usage;
- e) Rates and charges;
- f) Building Insurance;
- g) Pest Inspection;
- h) Fire Safety compliance;

Where services are not separately metered the Lessee is required to pay an estimate based on the area occupied or usage as determined by the lessor acting reasonably.

Rates and charges being the equivalent to Council Rates and a genuine estimate of the amount which Inner West Council could impose on the Lessee for rates.

**Repairs and Maintenance**

The Lessee shall be responsible for all repairs and maintenance excluding Structural Repairs.

**Permitted Use**

Clubhouse for River Canoe Club (subject to planning approval)

**Permitted Hours**

In accordance with planning approval

<b>Bank Guarantee</b>	\$1,801.00 (being 1 calendar month rent of the final year of the term plus GST)
<b>Criminal Record Checks</b>	Where the Lessee is engaged in child related work it must demonstrate compliance with Council’s Child Protection Policy and Child Protection Procedure Contractors, Grants and Sponsorship. This includes provision of evidence that where required staff, volunteers, contractors, and board members have Working with Children Checks, and the organisation’s child safe policies and procedures are fit for purpose.
<b>The Lessee’s Additional Obligations</b>	As per the current agreement and in addition subject to the criteria stipulated in a Service Level Agreement.
<b>Hazmat</b>	The Lessee to confirm and acknowledge receipt of a copy of the HAZMAT Report and agrees to abide by all recommendations contained therein or made separately by the Lessor.
<b>Insurance</b>	<p>On or before the commencing date and each year following the Lessee to provide an unexpired certificate of currency for Public Liability Insurance, insure its own contents and pay its share of Council’s building insurance</p> <p>The Lessee to take out insurances required by law, including but not limited to workers compensation insurance; and</p> <p>other insurances which, as is reasonable for operating the Permitted Use.</p>
<b>Capital Works By Lessor</b>	Nil planned.
<b>Lessor’s Additional Obligations and Rights</b>	Nil
<b>Public Liability Insurance</b>	\$20M
<b>Fit-out</b>	<p>The Lessee agrees to lease the property in its existing condition. No fit-out incentive forms part of this agreement.</p> <p>No fit-out shall commence until all approvals have been obtained under the lease or any other form of occupancy arrangement and the relevant planning authority.</p>



**Redecoration Requirements and Dates**

Repaint every 5 years and when reasonably required by notice from the Lessor.

**Addresses for Service of Notices**

**Lessor**

If delivered or posted 7-15 Wetherill Street Leichhardt NSW 2040  
If posted PO Box 14 Petersham NSW

**Email**

[council@innerwest.nsw.gov.au](mailto:council@innerwest.nsw.gov.au)

**Contact**

Strategic Investments and Property Manager

**Telephone**

02 9392 5000

**Lessee**

River Canoe Club of NSW Incorporated  
Mackey Park, Marrickville, NSW, 2204

**Email**

[pres.rivercanoecclub@gmail.com](mailto:pres.rivercanoecclub@gmail.com)

**Contact**

Mr Simon Wilkes, President

**Phone**

0423 779 631

**AGREEMENT**

The execution of this document below, confirms Western Suburbs Tennis Association agreement with the above terms. Please proceed to drafting the lease agreement for execution.

**This proposal does not form a binding agreement and no formal legal relationship shall be created by acceptance of this proposal by the Lessee.**

**Signature**



*(Please signature and print title)*

**Name**

*(Please Print Name)*

**Date**

*(Please insert date above)*

A large, empty rectangular box with a light gray border, intended for a signature and date. The box is divided into two sections by a vertical line. The top right corner of the box is rounded. The bottom right corner of the box is also rounded, with a semi-circular shape cut out from the bottom edge.