



21 May 2024

State of South Australia  
C/- Office of the Agent General, Government of South Australia  
Australia Centre  
Strand, London  
United Kingdom

Via email: s 22(1)(a)(ii) @sa.gov.au

To whom it may concern,

**Notice – Market Rent Review and Service Charge Review  
Lease between the Commonwealth of Australia and the State of South Australia**

Lessor : The Commonwealth of Australia represented by the Department of Foreign  
Affairs and Trade, Overseas Property Office (**DFAT**)  
Lessee : State of South Australia (**SA**)  
Leased Premises: Those parts of the Australia Centre London defined as leased Premises  
within Schedule 1 of the Lease.

We write in relation to the Lease between DFAT and SA, in particular to provide advice of the outcome of the Market Rent Review and Service Charge Review effective 1 July 2024.

**Market Rent Review & Service Charge Review**

The below table set outs the outcome of the Market Rent Review and Service Charge Review. We are pleased to advise that the current Rent has been maintained effective 1 July 2024. Due to increases in costs for a range of Service Charges, particularly a large increase for Electricity, there has been a proportional increase to the Service Charge:

	Market Rent Review & Service Charge Review (£ per square foot / £ per square meter)
Office Rent	£52.95 / £570
Storage Rent	£6.97 / £75
Service Charge	£17.11 / £184.17

The revised Rent and Service Charge recoveries will be reflected on invoices for the rental period commencing 1 July 2024 and will be fixed until 30 June 2027.



To minimise our environmental impact, it is intended that this Notice will only be issued in electronic format. Please advise should you require a hard copy to be provided.

Kindly come into contact should you have any queries regarding this matter.

Sincerely,

s 22(1)(a)(ii)

Global Property Manager  
DFAT Account  
JLL

**LEASE**

LEASE IN RELATION TO THE AUSTRALIA CENTRE THE STRAND, LONDON

The Commonwealth of Australia represented by the Department of Foreign Affairs and  
Trade, Overseas Property Office  
Lessor

State of South Australia as represented by the Office of the Agent General, Government of  
South Australia  
Lessee

(Hereinafter the Lessor and Lessee are also referred to wherever appropriate as the  
“Parties”.)

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**LEASE****Lease in relation to The Australia Centre, Strand, London****Date**

This Lease is dated 3 July 2024 .....

**Parties**

This Lease is made between and binds the following parties:

1. Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade, Overseas Property Office  
(the Lessor)

State of South Australia as represented by the Office of the Agent General, Government of South Australia, Australia Centre, Strand, London.

(the Lessee)

**Operative provisions**

In consideration of the mutual promises contained in this document, the Parties to this Lease agree as follows:

## 1. Interpreting this Lease

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### Definitions

- 1.1. Unless the contrary intention appears a term in bold type and capitalised has the meaning shown opposite it:

<b>Building</b>	means the Building described in Schedule 1C.1.2;
<b>Commencement Date</b>	means the date specified in Schedule 1D;
<b>Common Area</b>	means the area coloured in green on the plans in Schedule 2 and marked Common Area;
<b>Expert</b>	means a member of the Australian Property Institute active in the relevant market at the time of appointment and with at least 5 years' experience in valuing similar Premises or determining service charges, if there is no member of the Australian Property Institute with the relevant expertise and experience, the Australian Property Institute may appoint a member of another equivalent body with the relevant expertise;
<b>Fittings</b>	includes fixtures, partitions and equipment;
<b>Land</b>	means the land described in Item C.1.1;
<b>Lessee</b>	means the lessee named in Item B in Schedule 1 and includes its successors and assigns and where the context so permits, the employees, agents, contractors and invitees of the Lessee;
<b>Lessee's Alterations</b>	means any alteration to the Premises, installation of any fitting, partition or equipment or any building work on or in the Premises undertaken by or for the Lessee;
<b>Lessee's Representative</b>	means the person for the time being performing the duties and functions of the office or person specified in Item K.1.2 or if that person or office is abolished, the person for the time being performing the equivalent duties and functions in the organisation administering this Lease on behalf of the Lessee;
<b>Lessor</b>	means the lessor named in clause A in Schedule 1 and includes its successors and assigns and where the context so permits, the employees, agents and contractors of the Lessor;
<b>Lessor's Representative</b>	means the person for the time being performing the duties and functions of the office or person specified in Item K.1.1 or if that person or office is abolished, the person for the time being performing the equivalent duties and functions in the organisation administering this Lease on behalf of the Lessor;
<b>Month</b>	means calendar month and monthly has a corresponding meaning;
<b>Net Lettable Area of the Building</b>	means the area specified as the net lettable area of the Building in Item H;
<b>Net Lettable Area of the Premises</b>	means the area specified as the net lettable area of the Premises in Item H;
<b>Party</b>	means a Party to this Lease;
<b>Permitted Use</b>	means the permitted use specified in Item J;

<b>Post</b>	means the official diplomatic mission representing the Government of Australia in the United Kingdom;
<b>Post Security Officer</b>	means the person appointed to the position of Post Security Officer at Post including any person appointed in an interim capacity;
<b>Premises</b>	means the Premises described in Item C.1.3 and depicted in Schedule 2;
<b>Public Risk Insurance</b>	means insurance cover for all claims for injury, loss or damage to any person or property however sustained arising out of the use of the Land or the Building for not less than the sum £10,000,000 or for a greater reasonable amount which the Lessor may reasonably require from time to time;
<b>Representational Facilities</b>	means the exhibition hall, cinema hall, Downer Room, the Bruce Rooms, dining room and other such facilities not located in the Building but forming part of the Land which are made available for use by the Lessee and the other occupants of the Building from time to time;
<b>Rent</b>	means the amount specified in Item E;
<b>Requirement</b>	means all statutes, ordinances and by-laws and any Requirement, notice, order or direction of a competent authority;
<b>Service Charge</b>	means the amount specified in Item L;
<b>Services</b>	means any water, gas, electricity, lighting (including, but not limited to common area lighting, lift lighting, security and emergency lighting), sanitary, hot water, air- conditioning and ventilation systems, security systems, fire safety systems, aerials and lifts now or hereafter installed in the Building and serving the Premises, and includes all wires, cables, pipes, ducts, conduits, tanks, cisterns, electrical and mechanical plant and all other ancillary or associated parts, Fittings and accessories;
<b>Shared Facilities</b>	means a ground floor reception area, a basement reading room, basement conference room and a sixth floor dining room being the areas of the Building dedicated for these purposes as at the Commencement Date and are marked Shared Facilities on the plans in Schedule 3, and which are provided by the Lessor for shared use from time to time;
<b>Structure</b>	in relation to the Building includes, but is not limited to all walls (whether load-bearing or not), floors, windows, gutters, downpipes, facades, foundations, ceilings and roof and 'structural' has a corresponding meaning;
<b>Term</b>	means the period specified in Item C.1.3 and where the context permits, includes any extension or renewal;
<b>Valuer</b>	means a member of the Australian Property Institute active in the relevant market at the time of appointment and with at least 5 years' experience in valuing similar Premises, if there is no member of the Australian Property Institute with the relevant expertise and experience, the Australian Property Institute may appoint a member of another equivalent body with the relevant expertise;



<b>Value Added Tax (VAT)</b>	means the tax that in certain circumstances may be payable on goods and services in the European Union (EU), including the United Kingdom under the <i>Value Added Tax Act</i> 1994 (UK);
<b>Valuation Office Agency (VOA)</b>	means the tax or any charges that are payable by the Lessee to the Valuation Office Agency, an agency of HM Revenue & Customs (HMRC);
<b>Working Days</b>	means all days except Saturdays, Sundays and public holidays in London.

### Interpretation

- 1.2. In this Lease, unless a contrary intention appears:
- a. a reference to an Item is a reference to an Item in ;Schedule 1;
  - b. a reference to a clause is to a clause of this Lease;
  - c. a reference to a sub-clause is to the relevant sub-clause of the clause in which the reference appears unless stated otherwise;
  - d. a reference to a paragraph is to the relevant paragraph of the sub-clause in which the references appears;
  - e. a reference to a Schedule is a reference to a Schedule to this Lease;
  - f. words in the singular include the plural and vice versa;
  - g. words importing one gender include each of the other genders;
  - h. wherever the context permits 'Lessor' and 'Lessee' include their respective successors in title;
  - i. in the interpretation of this Lease no rules of construction apply to the disadvantage of any Party on the basis that it is the Party that put forward this Lease;
  - j. if anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force;
  - k. if a provision cannot be read down, that provision will be void and severable and the remaining provisions will not be affected;
  - l. this Lease:
    - (a) contains the entire agreement and understanding between the Parties on everything connected with this Lease; and
    - (b) supersedes any prior agreement or understanding on anything so connected; and
  - m. a reference to any thing (including, without limitation any amount) is to the whole and each part of that thing.

### Consents and approvals

- 1.3. Unless otherwise stated, if the Lessor's consent or approval is required:
- a. the Lessor must consider the request within 21 Working Days;
  - b. the Lessor may require the Lessee to comply with reasonable conditions before giving its consent or as part of the consent; and

- c. the consent is not effective unless in writing.

### **Clause Headings not part of Lease**

- 1.4. Clause headings and sub-clause headings are included in this Lease for convenience of reference only and are not part of, or to be used in the interpretation or construction of, this Lease.

### **Modifications**

- 1.5. No modification or alteration of any clause of this Lease is valid unless in writing and signed by each Party.

### **Applicable law**

- 1.6. The laws of the Australian Capital Territory (ACT) will apply to this Lease as regards its formation and interpretation.
- 1.7. The courts of the ACT shall have a non-exclusive jurisdiction over the subject matter of this Lease and for all purposes of adjudication between the parties, it is agreed that the Building shall be treated as if it were land situated in the ACT.

### **Measurement of Premises**

- 1.8. If the Net Lettable Area of the Premises or of the Building has to be ascertained for any reason, it will be measured in accordance with the then current edition of the Code of Measuring Practice published by the Property Council of Australia Method of Measurement.

## **2. Grant of Lease**

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### **Lease of the Premises**

- 2.1. The Lessor leases the Premises to the Lessee:
- (a) for the Rent,
  - (b) for the Term, and
  - (c) on the terms contained in this Lease.

### **The Lessor's reserved rights**

- 2.2. Subject to clause 6.1 and 14.1, where it is necessary to do so and there is no other reasonable alternative, the Lessor may pass the Services through the Premises but in doing so the Lessor will use its best endeavours to ensure there is no interference with the Lessee's occupation and use of the Premises.

## **3. Rent**

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- 3.1. The Lessee must during the Term pay to the Lessor the Rent specified in Item E, equal quarterly instalments, in advance, of the amount specified in Item F on the first day of January, April, July and October without set off or deduction.
- 3.2. Rent is due from the date specified in Item E and is fixed for the Term.
- 3.3. If the date specified in Item E is not the first day of a quarter or the Lease ends on a day other than the last day of a quarter, the Lessee must pay to the Lessor in respect of the broken quarter a proportion of the quarterly instalment of Rent for the broken quarter

which proportion is to be calculated by multiplying the number of days in the broken quarter by the annual Rent and dividing the result by 365.

- 3.4. The Rent specified in Item E is exclusive of Value Added Tax (VAT). The Lessee must pay any VAT properly chargeable in respect of any sum of consideration due by the Lessee under this Lease in addition to such sum or consideration at the time when the sum or consideration is due to be paid.
- 3.5. The Lessee shall pay any tax arising under the Lease or as a consequence of their occupancy or the use of the Premises and further will provide the Lessor with proof of payment on request.
- 3.6. The Lessor will only pass on VAT charges to the Lessee if the Lessor has incurred or is or will be liable for such charges.

#### **4. Service Charge**

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- 4.1. The Lessor pays for all electricity, water and gas and other services consumed and supplied to the Building (whether consumed by the Lessor or the Lessee) and recovers such costs as part of the Service Charge based upon the areas occupied by each Lessee.
- 4.2. The Parties agree that the Service Charge includes:
  - (a) water;
  - (b) air-conditioning water treatment;
  - (c) air-conditioning repairs and maintenance - reactive;
  - (d) toilet requisites;
  - (e) cleaning;
  - (f) rubbish removal;
  - (g) electricity;
  - (h) fire extinguisher service;
  - (i) gas;
  - (j) lifts maintenance;
  - (k) locks and keys to common area lifts;
  - (l) common area signage;
  - (m) pest control (excludes pest control relating to the structural integrity of the Building);
  - (n) electrical repairs and maintenance - reactive and preventative;
  - (o) Common Area General repairs and maintenance - reactive;
  - (p) Common Area Plumbing repairs and maintenance - reactive;
  - (q) security services;
  - (r) plant displays;
  - (s) reception staff salaries;
  - (t) management fee;

- (u) any Government or statutory charges including rates and taxes or similar charges imposed by utility providers that may be charged;
- (v) other charges or costs of a similar nature relating to maintenance, management or operation of the Building or Services;
- (w) sanitisation services;

and that in each case relate to the Building.

4.3. The Service Charge is fixed for the Term.

4.4. The Lessee must:

- (a) pay to the Lessor the Service Charge by equal quarterly instalments in advance on or before the first day of January, April, July and October;
- (b) pay the first instalment (or a proportion if for less than a quarter) of the Service Charge on the Commencement Date.

## **5. To Repair and Yield up**

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5.1. The Lessee must at its own cost:

- (a) throughout the Term keep the Premises and its own fixtures and Fittings within the Premises in good and tenantable repair and condition;
- (b) not damage the Premises or its own fixtures and Fittings within the Premises or Fittings installed by the Lessor in the Building;
- (c) promptly replace inoperative electric light globes, tubes or other means of illuminating the Premises; and
- (d) at the expiry, termination or surrender of this Lease or any holding over deliver up the Premises in good and tenantable repair in compliance with the obligations in clause 13.5 and having regard to their condition at the Commencement of the Lease as reported in the condition report referred to in clause 10.3 or when the Lessee's first occupancy of the Premises commenced, whichever is earlier.

5.2. If the Lessee fails to make good the Premises in accordance with this clause 5, the Lessor may undertake the make good work at the Lessee's expense and the Lessee must pay all amounts spent by the Lessor, on demand.

5.3. The Lessee must, on demand in writing from the Lessor, reimburse the Lessor the total costs and expenses for any removal and storage (including expenses properly incurred by use of the Lessor's own employees or agents).

5.4. If the Lessor thinks it necessary to remove the Lessee's Alterations or property to storage, the Lessor will give notice of the location of the storage facility to which the property has been removed.

5.5. If the Lessee does not reclaim any property from storage within one month after removal of the property into storage, the Lessor may dispose of that property in any manner as it thinks appropriate, including selling the property in the Lessee's name (and the Lessee appoints the Lessor as its attorney for the purposes of any sale). The Lessor will not be liable to the Lessee for any loss or damage caused to the Lessee occasioned by any disposal.

- 5.6. If the Lessor is not reimbursed of the Lessor's costs under clause 6.3, the Lessor may deduct all costs and expenses it incurs in removing the Lessee's Alterations and fittings or property from the Premises including the cost of storage and sale costs from the sale price and will account to the Lessee for the balance of the proceeds of sale. If the sale price is insufficient to pay those costs the balance are moneys due and payable by the Lessee to the Lessor as if they were rent payable under this Lease.
- 5.7. Nothing in clause 5.1 requires the Lessee to repair:
- (a) damage resulting from fair wear and tear, fire, lightning, storm, flood, tempest, earthquake, radiation, fusion, explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, termites, structural defect, Act of God, riot, civil commotion, strikes, terrorism, enemy action and malicious damage; and
  - (b) any areas outside the Premises,
- except where that need for repair is caused by the act or omission of the Lessee, in which case the Lessee must promptly and at its cost repair.

## **6. Lessor's Right of Entry**

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- 6.1. The Lessor may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving not less than 2 working days' notice to the Lessee.
- 6.2. In an emergency, the Lessor may:
- (a) at any time;
  - (b) without giving notice if that is impracticable; and
  - (c) unaccompanied,
- enter the Premises for the purpose of ascertaining and, if found necessary, remedying the cause of the emergency but the Lessor will in all such cases promptly inform the Lessee of the entry after it occurred.
- 6.3. In exercising its rights of entry under this clause 6 the Lessor will:
- (a) cause no undue interference to the occupation use or enjoyment of the Premises by the Lessee; and
  - (b) forthwith make good any damage caused to the Premises by exercise of those rights.

## **7. Requirements of Authorities**

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- 7.1. The Lessee must comply with Requirements relating to the use of the Premises.
- 7.2. The Lessee will promptly forward all notices which properly pertain to the Lessor and which are left at the Premises to the Lessor.

## **8. Rules**

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- 8.1. This clause applies if the rules are specified in Schedule 4.
- 8.2. The Lessee must observe the rules.

- 8.3. The Lessor, after consultation with the Lessee and other occupants of the Building may make rules or amend the rules from time to time. The new or amended rules must:
- (a) be reasonably necessary for the safety, care and cleanliness of the Building or for the preservation of good order in the Building;
  - (b) not be inconsistent with the Lessee's rights in this Lease; and
  - (c) not be a variation of a covenant of this Lease.

## **9. Indemnity**

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- 9.1. The Lessee must indemnify the Lessor from and against all those actions, claims, demands, losses, damages, costs and expenses for which the Lessor becomes liable and which arise from:
- (a) the negligent use or misuse by the Lessee of the water, gas, electricity, lighting and other services and facilities (including any lifts or escalators) of the Premises or Building;
  - (b) overflow or leakage of water in and from the Premises and caused or contributed to by the Lessee;
  - (c) any loss, damage or injury (including death) to property or to a person within the Premises or the Building to the extent caused or contributed to by a negligent act or omission of the Lessee in connection with the Lessee's use of the Premises; or
  - (d) a breach of this Lease.
- 9.2. The Lessee accepts the condition of the Premises on the Commencement Date. The Lessee occupies and uses the Premises at the Lessee's own risk, and carries out work in the Premises at the Lessee's own risk.
- 9.3. On or promptly after the Commencement Date, the Lessor will provide the Lessee with a condition report prepared by the Lessor or the Lessor's agent or nominated representative. The Lessee will be deemed to have accepted the condition report as accurate unless within 7 days of being given the condition report the Lessee gives the Lessor's agent or nominated representative an amendment request specifying the amendments(s) requested to the condition report and the inaccuracy or omission in the condition report to which the amendments relates.
- 9.4. Upon receipt of an amendment request under clause 10.3 the Lessor's agent or nominated representative must give reasonable consideration to the amendment request and within 7 days either prepare and provide the Parties with an amended condition report or notify the Parties that the amendment request has been rejected and the reasons for the rejection. The decision of the Lessor's agent or nominated representative will be final and binding.
- 9.5. The Lessee agrees that the Lessor is not liable for and releases the Lessor from any liability or loss arising from, or costs incurred in connection with:
- (a) damage, loss, injury or death; and
  - (b) anything the Lessor is permitted or required to do under this Lease,
- except to the extent that the Lessor causes or contributes to, or is otherwise responsible for the damage, loss, injury, death or other act by its negligent act or omission, or the

damage, loss, injury, death or other act arises from any breach of this Lease by the Lessor of this Lease.

## **10. Rights of Access and Use of Premises**

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- 10.1. The Lessee is entitled to unrestricted access to the Premises.
- 10.2. The Lessee must not use the Premises for any purpose other than the Permitted Use.
- 10.3. The Lessor may impose security restrictions on the Lessee's access to the Premises and the Lessee must comply with the following minimum security requirements:
  - (a) the Lessee's personnel must successfully obtain a satisfactory United Kingdom or an Australian Police Check (where that person has not lived in the United Kingdom for more than six (6) months); and
  - (b) the Lessee's personnel and any invitees must have successfully completed any required briefings in respect of access to the Building, behaviour in the Building and Premises, the use of any issued access cards and other requirements of the Lessor as advised from time to time.
- 10.4. For the avoidance of doubt, the temporary use of the Premises by invitees of the Lessee for office purposes, consistent with the Lessee's interests or programs is permitted under this Lease, provided such use is free of charge and the Lessee remains in control of and responsible for the Premises at all times.
- 10.5. The Lessee must not without the prior consent in writing of the Lessor use or store or permit to be used or stored in or about the Premises other than for customary office applications or any other purpose reasonably consistent with the Permitted Use any chemicals, fermentable or inflammable gases or substances.

## **11. Assignment and Sub-letting**

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- 11.1. The Lessee must not assign, underlet, licence, part with possession or otherwise deal with the Premises or any part of them without the express consent of the Lessor.
- 11.2. The Lessee's request for the Lessor's consent to an assignment or sublease of this Lease will include:
  - (a) the name and the address of the proposed assignee;
  - (b) 2 references as to the proposed assignee's financial circumstances;
  - (c) a copy of the proposed deed of assignment; and
  - (d) such other information as the Lessor reasonably requires.
- 11.3. The Lessor may grant or refuse consent at its discretion. Without limitation the Lessor may refuse consent if it considers the assignment or subletting is inconsistent with the Lessor's use of the Building or Land.
- 11.4. An assignment, a sub-lease or a parting with possession of the Premises or part of the Premises to a department or Government Agency of the Lessee must be notified to the Lessor but does not otherwise have to comply with the provisions of clause 11.1.

## **12. Alterations and Fittings**

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- 12.1. The Lessee must not undertake any Lessee's Alterations without the Lessor's prior consent.

- 12.2. The Lessee in seeking the Lessor's consent to any Lessee's Alterations must:
- (a) provide reasonably detailed plans and specifications of the proposed alterations and additions; and
  - (b) pay to the Lessor the Lessor's reasonable costs of approving those plans and specifications.
- 12.3. In addition to obtaining the Lessor's consent under clause 12.1 the Lessee must:
- (a) comply with any Requirement applying to the Lessee's Alterations;
  - (b) arrange for the Lessee's Alterations to be performed in a proper and workmanlike manner and consistent with the general standards of the Building reasonably notified by the Lessor;
  - (c) not interfere with the Services or air circulation unless permitted to do so by the Lessor;
  - (d) rebalance or reconfigure the Services if necessary as a result of the Lessee's Alterations;
  - (e) on completion obtain and give to the Lessor a copy of any certificates required to be obtained under a Requirement; and
  - (f) comply with any reasonable condition or requirement imposed by the Lessor.
- 12.4. The Lessee owns and must repair and maintain all Fittings installed by the Lessee and Lessee's Alterations.
- 12.5. On or before the expiry or termination of this Lease or any holding over the Lessee must:
- (a) vacate the Premises;
  - (b) remove all of the Lessee's Alterations, goods, fixtures and Fittings, restore the Premises to the condition of the Premises before any alteration or addition to the Buildings, Premises, Fittings, fixtures, partitions or Building services made by the Lessee during the Term of this Lease or made by Lessee before the commencement of this Lease;
  - (c) repair any damage caused by removal of the Lessee's Alterations or otherwise caused by the Lessee; and
  - (d) leave the Premises clean and tidy.
- This obligation is in addition to the Lessee's obligations under clause 5.
- 12.6. If the Lessee fails to make good the Premises in accordance with clause 12.5, the Lessor may:
- (a) undertake the make good work at the Lessee's expense and
  - (b) remove any of the Lessee's Alterations and store them in a place and manner as the Lessor deems appropriate in the Lessee's name at cost.

### **13. Insurance**

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- 13.1. The Lessee must:
- (a) take out and maintain Public Risk Insurance;



- (b) take out and maintain insurance for all fit-out in the Premises, irrespective of ownership; and
- (c) any other insurances required by Law.

13.2. The insurance to be taken out under clause 13.1 will be:

- (a) taken out with a reputable insurer; and
- (b) in the general form of policy issued by the insurer for that class of insurance subject only to any special terms required by the insurer to provide for the matters set out in this clause.

13.3. In respect of the insurances required under clause 13.1(a) and 13.1(b), the Lessee must deposit with the Lessor certificates of currency of the insurance promptly on request by the Lessor no more than once annually but at no time is the Lessee required to provide the policy documents.

13.4. The Lessee agrees to notify the Lessor promptly if any of the insurances required by clause 13.1 lapse or become void, voidable or otherwise unenforceable.

#### **14. Quiet Enjoyment**

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14.1. Subject to the Lessee paying the Rent and otherwise complying with the provisions of this Lease, the Lessor covenants with the Lessee that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor.

#### **15. Rates and Taxes**

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15.1. The Lessor must pay all rates and taxes in respect of the Land, Building and Premises and all other outgoings of every kind now or hereafter payable in respect of the Land, Building and Premises except those covenanted to be paid by the Lessee under this Lease.

#### **16. Obligation to Maintain and Repair**

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16.1. Subject to the obligations of the Lessee to repair in clause 5, the Lessor must use reasonable endeavours to maintain and provide the Services in good repair and working order and to a high standard and appearance which is consistent with the standard of maintenance, appearance and repair for a building in London that is comparable to the Building (including undertaking capital expenditure where necessary to comply with this clause).

16.2. Provided that in doing so the Lessor does not, to the extent reasonably practicable, interfere with the Lessee's use of the Premises, the Lessor:

- (a) may do any building work to extend or change the Building;
- (b) may alter, modify or otherwise deal with the Building (other than the Premises) including the common areas;
- (c) may undertake any repairs to the Building; and
- (d) will use its reasonable endeavours to keep the Building in good repair and condition.

- 16.3. When the Lessor plans to undertake works in accordance with clause 16.2 that the Lessor believes may interfere with the Lessee's use of the Premises, the Lessor will notify the Lessee as soon as reasonably practicable with that notice to include details of the planned interference and the approximate times the works will be conducted.
- 16.4. The Lessor may carry out any of the Lessee's obligations if the Lessee does not carry them out in reasonable time. If the Lessor does so, the Lessee must pay the Lessor's reasonable costs within 30 days of the Lessor providing a valid tax invoice to the Lessee. The Lessor must give reasonable notice before carrying out any work and must cause as little disruption to the Lessee's occupation of the Premises as is reasonably possible in the circumstances.
- 16.5. In the event that the Services become unavailable to the Premises as a result of circumstances outside of the Lessor's control the Lessee will not be entitled to:
- (a) claim any compensation or any reduction in any payment required to be made under this Lease; or
  - (b) terminate this Lease.

#### **17. Management Scheme and Common Facilities and Representational Facilities**

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- 17.1. The Lessor may allow the Lessee and other Lessees of the Building to use the Shared Facilities and the Representational Facilities when they are available. The Lessor may place conditions on use of Shared Facilities and the Representational Facilities. In the event that the Lessee uses the Shared Facilities or the Representational Facilities for its own functions, the Lessee may be required to pay a fee for usage as determined by the Lessor. Bookings for the Shared Facilities and Representational Facilities will be determined by the Lessor's Representative (or other nominee of the Lessor).

#### **18. Directory Boards and Signs**

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- 18.1. The Lessor must provide and maintain directory boards:
- (a) at prominent locations adjacent to the main entry to the Building; and
  - (b) listing the Lessees of the Building or floor, as appropriate, together with floor locations.
- 18.2. The Lessee must reimburse the Lessor for the reasonable cost of providing the Lessee's listings on the directory boards.
- 18.3. The Lessee may affix a sign, advertisement or notice within the Premises which is not visible from outside the Building.
- 18.4. At the end or sooner determination of this Lease, the Lessee must remove, paint out or obliterate, according to the reasonable Requirements of the Lessor, any signs, advertisements or notices affixed under this clause.

#### **19. Abatement or Termination of Lease - Remedies where Premises unfit for Occupation**

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- 19.1. If during the Term the Premises are wholly or partially unfit for the Lessee to occupy, use or enjoy and the Lessor has not rectified the unfitness then the Lessor, having received a notice of the unfitness, must do the following:

- (a) reduce the Rent (in a fair and just proportion according to the nature and extent of the effect upon the Premises) and any other money owing to the Lessor; until the Premises are again fit for use;
  - (b) not enforce covenants to repair or maintain against the Lessee; and
  - (c) reinstate the Premises or the Building as soon as reasonably practical.
- 19.2. If the Premises are wholly unfit for the Lessee to occupy, use or enjoy the Lessee may terminate this Lease by notice to the Lessor unless the Lessor notifies the Lessee within 1 month of the Premises or Building being damaged or destroyed that the Lessor will reinstate the Premises.
- 19.3. If the Lessor gives notice under the clause 19.2 but fails to:
  - (a) begin to carry out the reinstatement works within 60 days of the notice; or
  - (b) complete those reinstatement works within 12 months of the notice,
 the Lessee may terminate the Lease by notice to the Lessor.
- 19.4. The Lessee will not be entitled to the rights in clause 19.1 if the damage or destruction was caused by or contributed to, or arises from any wilful act or omission or the negligence of the Lessee or the Lessee's employees.
- 19.5. If during the Term the Premises or the Building is destroyed or damaged by any cause so as to render the Premises or the Building wholly or substantially unfit for the Lessee to occupy use or enjoy, then the Lessor may terminate this Lease by one month's notice in writing the Lessee accompanied by a certificate to the effect that the Premises or Building are likely to remain wholly or substantially unfit for not less than three months from an Expert.
- 19.6. Termination by either Party under this clause does not affect either Party's rights for breach which had accrued before termination.

## **20. Termination on Default**

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- 20.1. The Lessee defaults under this Lease if:
  - (a) the Rent or any money payable by the Lessee is unpaid for 2 months; or
  - (b) the Lessee breaches any other term of this Lease
- 20.2. If the Lessee defaults and does not remedy the default within 21 days of receiving from the Lessor written notice of the default (or such other time as is reasonable in the circumstances), the Lessor may do any one or more of the following:
  - (a) re-enter and take possession of the Premises;
  - (b) terminate this Lease; and
  - (c) recover from the Lessee any loss suffered by the Lessor due to the Lessee's default.
- 20.3. If the Lessee repudiates this Lease or breaches an essential term of this Lease and the Lessor terminates the Lease the Lessor may recover all money payable by the Lessee under this Lease up to the end of the Term. However, the Lessor must use reasonable endeavours to mitigate its loss.
- 20.4. The essential terms of this Lease for the purposes of clause 20.3 are:

- (a) to pay Rent [clause 3.1];
- (b) to use the Premises for only the Permitted Use [clause 10.2];
- (c) to comply with Requirements [clause 7];
- (d) not to assign, sublet or deal with the Lease without consent [clause 11.1];
- (e) to repair [clause 5.1]; and
- (f) any other covenant in respect of which the Lessee's breach is serious, persistent and of a continuing or recurrent nature.

20.5. No waiver by the Lessor is effective unless it is in writing.

20.6. Despite the Lessor's knowledge at the time, a demand for Rent or other money owing by the Lessee or the subsequent acceptance of Rent or other money does not constitute a waiver of any earlier default of the Lessee.

## **21. Holding Over**

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- a. Save as otherwise provided by the governing law, where the Lessee continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by the Lessor, the Lessee is deemed to be holding the Premises under a monthly tenancy determinable at any time upon one month's notice (which notice may expire at any time) being given by either Party to the other upon and subject to the same terms as are contained in the Lease so far as they can be applied to a monthly tenancy.

## **22. Costs of Lease**

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22.1. The Lessor and the Lessee must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of the Lease.

22.2. The Lessee must pay the Lessor the Lessor's reasonable legal fees and outlays:

- (a) relating to any assignment or subletting;
- (b) relating to the taking of a guarantee to secure performance of this Lease on any assignment or subletting; and
- (c) arising from any breach of this Lease by the Lessee of this Lease.

22.3. The Lessee must pay all registration fees and all duty in relation to this Lease assessed in accordance with a Requirement which binds the Lessee.

22.4. This Lease will not be registered unless agreed by both the Lessor and the Lessee.

## **23. Notices**

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23.1. Any notice, demand, consent or other communication required to be given or served under the Lease is duly given to or served on:

- (a) the Lessor if in writing signed by or on behalf of the Lessee's Representative and delivered by hand or sent by prepaid ordinary or registered post, email, or facsimile transmission addressed to the Lessor's Representative in accordance with Item I or to such other address as may be notified in writing to the Lessee from time to time; and

- (b) the Lessee if in writing signed by or on behalf of the Lessor's Representative and delivered by hand or sent by prepaid ordinary or registered post, email, or by facsimile transmission addressed to the Lessee's Representative in accordance with Item I or to such other address as may be notified in writing to the Lessor from time to time.

23.2. A communication is deemed to be received:

- (a) if delivered personally, on the date of delivery;
- (b) if sent by prepaid ordinary post on the seventh day after posting;
- (c) if sent by registered post on the date that the acknowledgment of delivery is completed by the recipient;
- (d) if sent by email, four hours after the time sent (as recorded on the device from which the sender sent the message), unless the sender receives an automated message indicating that the delivery failed or the recipient is out of the office; and
- (e) if sent by facsimile, on production of a transmission report by the facsimile machine from which the facsimile was sent confirming that the entire facsimile was transmitted to the facsimile number of the recipient specified in Item I or notified for the purpose of this clause completion of transmission without evidence of garbling or incomplete transmission.

23.3. A communication takes effect at the time of receipt unless it specifies otherwise.

#### **24. Lessee's Acknowledgement**

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24.1. The Lessee agrees to manage its energy consumption responsibly, and conserve energy in its use of the Services and Premises, having regard to the age, functionality and condition of the Services and Premises.

#### **25. Flagpole**

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While the Lessee is the State of South Australia the Lessee will, free of any charge, by allocated one of the ceremonial flag poles on the Strand frontage of Australia House and will have the right to fly its official State Flag in that location. All flags must be uniform in size and of a size agreed with the Australian High Commission. The Lessee acknowledges that the Australian High Commission has the right to fly the Australian Flag in place of the State Flag of the Lessee on ceremonial days, such as Australia Day and ANZAC Day and other days when there is a requirement to dress the Building as determined by the Australian High Commission in its absolute discretion. The Australian High Commission will advise the Lessee when it requires the use of the Flagpole. The Lessee must fly its Stage Flag in accordance with existing Flag Protocols.

#### **26. Close of Post**

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26.1. If the Australian Government severs diplomatic relations with the country in which the Premises are located or decides to close the Post in the country in which the Premises are located, either Party may by three months' notice in writing to the other terminate this Lease.

26.2. If the Lessor acting reasonably determines the Lease and other similar tenancies in the Building should be terminated for security reasons, it may immediately terminate the Lease by notice in writing to the Lessee.

- 26.3. The Lessee may also terminate (without ongoing obligations as to Rent or any Service Charges) this Lease, after giving 3 months written notice to the Lessor, if the Lessee's diplomatic status is altered in the United Kingdom
- 26.4. Termination pursuant to clauses 28.1, 28.2 or 28.3 does not affect either Party's rights for breach which had accrued before termination, however, neither Party will be entitled to compensation in respect of termination of the Lease.

**27. Negating Implied Terms**

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- 27.1. Covenants and powers otherwise implied in a lease by legislation will not apply to this Lease.

**28. Dispute Resolution**

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- 28.1. If a dispute has not been resolved within:
- (a) 30 working days after written notice by one Party to the other of the nature of the dispute; or
  - (b) such other time as is provided in this Lease,
- either Party may refer the dispute for determination by an appropriate practising professional or expert appointed at the request of either Party by the President of the professional body most appropriate to determine the dispute or, if the Parties are unable to agree the President for the time being of the Law Society of the ACT (or a replacement body). The costs of the expert will be shared equally between the parties or as otherwise determined by the expert. The person appointed under this clause:
- (c) acts as an expert and not as an arbitrator; and
  - (d) may determine the liability of a Party for and the measure of damages under this Lease.

THIS LEASE has been executed as a deed on the date first above written

Executed for and on behalf of the  
Commonwealth of Australia by its authorised )  
delegate: ) s 22(1)(a)(ii)

s 22(1)(a)(ii)

\_\_\_\_\_  
Name of delegate

\_\_\_\_\_  
*Signature*

In the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
*Signature of witness*

Executed by the State of South Australia

s 22(1)(a)(ii)

s 22(1)(a)(ii)

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
*Signature*

In the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
*Signature of witness*

**SCHEDULE 1 PARTICULARS**

<b>A.</b>	<b>The Lessor</b> (clause 1)  THE COMMONWEALTH OF AUSTRALIA as represented by Department of Foreign Affairs and Trade, Overseas Property Office
<b>B.</b>	<b>The Lessee</b> (clause 1)  STATE OF SOUTH AUSTRALIA as represented by the Office of the Agent General, Government of South Australia
<b>C.</b>	<b>Description of Land, Premises and Building</b> (clause 1.1)  <b>Land</b>  C.1.1. The Land is registered under Title Number 1623 87, comprising a site bounded by Strand, Aldwych and Melbourne Place, London, WC 2, and includes the buildings thereon known as Australia House and Victoria House  <b>Building</b>  C.1.2. The Building consists of those parts of the improvements on the Land which are depicted as outlined in red on ten plans each marked 'Area dedicated to the Australia Centre, London' of Schedule 3. Its Net Lettable Area is as shown in Item H and it serves as the Australia Centre in London.  <b>Premises</b>  C.1.3. The Premises comprise the area as depicted in the pink hatched areas of the Plans within Schedule 2 extending from the interior face of its walls, floor and suspended ceiling. The Premises also include the Storage Area.
<b>D.</b>	<b>Term</b> (clause 2.1)  Commencement Date - 1 <sup>st</sup> July 2024  Term - Three (3) years  Expiry Date - 30 <sup>th</sup> June 2027
<b>E.</b>	<b>Rent</b> (clause 3)  <b>Rent</b>  The commencing annual rent represents:  - office rent of <b>GBP 52.95</b> per sq feet per annum, being <b>GBP 127,896.49</b>  - storage rent of <b>GBP 6.97</b> per sq feet per annum, being <b>GBP 1,770.59</b>  The Rent payment commencement date is the lease commencement date.



**F. Instalments****(clause 3.1 & 4.4)**

Quarterly instalments of:

- a. Office rent – **GBP 31,974.12**
- b. Storage rent – **GBP 442.65**
- c. Service Charge – **GBP 10,331.96**

**G. Not used****H. Net Lettable Area****(clause 1.1)**

- a. Net Lettable Area of the Building: 23947.55 sq. ft.  
This is made up of 22,228.55 sq ft of office space and 1,719 sq ft of storage space
- b. Net Lettable Area of the Premises:  
2,415.42 sq ft (office space)  
254.03 sq ft (storage space)  
This area represents 11.5 % of the Australia Centre
- c. The combined area of Australia Centre and Australia House is 119,796.8 sq feet (11,129.50 sq m) and the Australia Centre represents 20% of that total area.

**I. Address for Service****(clause 23)**

The address for service of the Lessor is:  
 Department of Foreign Affairs and Trade  
 C/-  
 JLL  
 GPO Box 721  
 Canberra ACT 2600  
 Fax: s 22(1)(a)(ii)  
 Email: s 22(1)(a)(ii) @jll.com

The address for service of the Lessee is:  
 The State of South Australia  
 C/- Office of the Agent General, Government of South Australia  
 Australia Centre, Strand, London  
 Fax: s 22(1)(a)(ii)  
 Email s 22(1)(a)(ii)@south-aus.eu

**J. Permitted Use****(clause 10.2)**

Office Accommodation

**K. Representatives**  
**(clause 23)**

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K.1.1. Lessor's Representative:

JLL  
s 22(1)(a)(ii)

K.1.2. Lessee's Representative:

Agent General  
Office of the Agent General  
Government of South Australia  
Australia Centre, Strand, London

**L. Service Charge**  
**(clause 4)**

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The Service Charge is charged at a rate of GBP 17.11 per sq foot per annum for office space, being at **GBP 41,327.84 per annum.**

**SCHEDULE 2 PLANS**

Premises demised to the Lessee as depicted in the pink hatched areas on Level 3 of the Plans (marked South Australia)

Storage Area demised to the Lessee as depicted in pink hatched areas on the Upper Basement of the Plans (marked SA Store)

s 47E(d)

s 47E(d)

**SCHEDULE 3 NOT USED**

## **SCHEDULE 4 RULES**

The following Rules referred to in the lease are to be observed by the Lessee. In the case of any inconsistency between the Rules and the provisions of this lease the provisions of the lease prevail.

### **A. Emergencies, Accidents and Defects**

- A.1.1. The Lessee must give the Lessor at least one 24 hour contact name, address and telephone number for the Lessor to use in emergencies and keep the Lessor informed of any changes to this information.
- A.1.2. The Lessee must comply with the Lessor's reasonable requirements for fire safety. The Lessee must appoint and make available employees to fulfil the roles of Chief Fire Warden and Deputy Fire Warden for the Premises.
- A.1.3. The Lessee must observe and obey all fire or emergency drills.
- A.1.4. The Lessee must make sure that its staff, contractors and visitors are fully aware of all safety and emergency procedures.
- A.1.5. The Lessee shall give to the Lessor prompt notice in writing of any accident to or defect in any of the Services.
- A.1.6. If any fire, flooding, explosion or other sudden peril or emergency occurs or appears likely to occur and the Lessee is aware of same the Lessee shall immediately notify the Lessor.

### **B. Security**

- B.1.1. The Lessee must keep the Premises secure when not in use.

### **C. Obstructions safety**

- C.1.1. The Lessee must not obstruct or cover any window (except with internal blinds or curtains approved by the Lessor), skylight, air vent, air conditioning duct, fire alarm or sprinkler system.
- C.1.2. The Lessee must not obstruct the Common Areas or the emergency exits from the Building or the Premises.
- C.1.3. The Lessee must not throw anything from the Building or the Premises or down lift wells.

### **D. Heavy Articles and Movement of Goods**

- D.1.1. No heavy items (such as stages, mobile shelving equipment and the like) shall be placed or stored on any of the floors in the Building without the prior consent in writing of the Lessor (which consent shall not be unreasonably withheld).
- D.1.2. The Lessee shall strictly comply with the Lessor's directions in relation to floor loadings, the maximum permissible weight for any such item and the positioning of any such item on the floor of the Premises.
- D.1.3. Prior to any such heavy item being moved into, out of or within the Building, the Lessee shall give the Lessor at least 24 hours prior written notice and, if required by the Lessor, the moving of same shall only be done under the supervision of the Lessor's Building Manager or other representative of the Lessor.

- D.1.4. The Lessee agrees to use or permit to be used for the receipt, delivery or other movement of any goods or articles of bulk or quantity only those parts of the Premises and the Common Areas and at such times as the manager of the Building may permit and the Lessee must generally comply with all reasonable requirements of the manager of the Building in regard to such matters.

**E. Rubbish**

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- E.1.1. The Lessee must not burn rubbish or waste on the Premises or in the Building or on the Land.
- E.1.2. The Lessee must keep all waste and rubbish until removal in proper receptacles that cannot be seen from outside the Premises and make sure the rubbish is removed regularly from the Premises.
- E.1.3. The Lessee must participate in any reasonable recycling program for rubbish and waste made available by the Lessor or reasonably available to the Lessee.

**F. Auction**

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- F.1.1. The Lessee may not conduct or permit to be conducted on the Premises any auction, bankrupt or fire sale.

**G. No Bicycles or Motor Cycles**

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- G.1.1. No bicycle, motor scooter, motor cycle or similar vehicle may be brought into the Building or the Common Areas by the Lessee and the Lessee's servants, agents or invitees.

**H. Services and Lessor's Property**

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- H.1.1. The Lessee must only use facilities (for example: toilets, sinks, basins, drains, plumbing and Building rubbish bins) in the Premises and the Common Area for their proper purpose.
- H.1.2. The cost of repairing or replacing any such items as a result of misuse by the Lessee or any damage resulting therefrom shall be borne by the Lessee.
- H.1.3. The Lessee must not do anything to affect the working or efficiency of air conditioning equipment or any other Services for the Building.
- H.1.4. The lifts shall be regulated by and under the control of the Lessor at all times.
- H.1.5. The Lessee shall use the passenger lifts only for passengers and shall not use the same for the carriage of goods other than with the prior consent in writing of the Lessor and upon such conditions as the Lessor from time to time may impose.
- H.1.6. The Lessee must use only electricity or gas supplies through meters for light, power and heat.
- H.1.7. The Lessee must not use any method of heating, cooling or lighting that is not approved by the Lessor.
- H.1.8. If the Lessee falsely activates any of the services to the Premises (for example: smoke detectors or fire alarms) the Lessee is responsible for any charges that result.

**I. Nuisance**

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- I.1.1. The Lessee shall not do or permit anything to be done in the Building or bring or keep anything therein which will or will be likely to cause a nuisance in the Building or obstruct, interfere, injure or annoy any other tenant in the Building.
- I.1.2. The Lessee shall not do anything which is likely to create a fire hazard or which may contravene the provisions of any insurance policy current in respect of the Building or the Premises or the requirements of the fire brigade or any other relevant authority which supplies services to the Building.
- I.1.3. The Lessee shall not make or permit to be made any improper or unseemly noise in the Building or interfere with other tenants or persons properly entitled to be in the Building, or with the property of any such person, or mark or otherwise deface the Building or any part of the Building.

**J. Smoking and flames**

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- J.1.1. The Lessee must not permit any person to smoke in any part of the Premises, the Building or the Land.

**K. Animals**

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- K.1.1. The Lessee must not have an animal or bird on the Premises (except a guide dog accompanying a person with impaired sight).

**L. Cooking**

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- L.1.1. The Lessee shall not prepare or cook food in areas other than those areas which are provided in the Premises or the Building for that purpose and which are approved by the Lessor for this purpose.

**M. Airconditioning**

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- M.1.1. The windows in the Premises shall not be opened or be permitted to remain open.
- M.1.2. The Lessee shall not disturb the sun protection devices (if any) installed for the purpose of reflecting solar heat, from the proper operational position (as determined by the lessor from time to time) to ensure the designed performance of the airconditioning equipment.

**N. Functions**

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- N.1.1. The Lessor may allow the Lessee to use the Shared Facilities and Representational Facilities when they are available in accordance with clause 17 of the Lease. The Lessor may place conditions on use of Shared Facilities and the Representational Facilities.
- N.1.2. It is a condition of a function room booking that all glassware, crockery, cutlery etc. is removed from the function rooms and taken to the kitchens, then washed and returned to the correct storage areas.
- N.1.3. Candles and naked flames are not encouraged, permission for their use must be authorised by the Facilities Manager following a Health and Safety audit.
- N.1.4. Organisers of functions which overlap with the working day should bear in mind that High Commission employees elsewhere in the Building will be working. Noise should be kept to a minimum, especially in Common Areas.



- N.1.5. All events, and material associated with the event, must be contained within the booked function room. Security, and Health and Safety considerations prevent the use of the ground floor lobby area as part of any event other than for access.
- N.1.6. Any electrical equipment brought into the Building by the event organiser, or a third party, must display, or be able to provide on request, all appropriate electrical safety certificates. These certificates must be available for inspection at any time by our in-house property services staff, who will inspect the equipment prior to use. Examples include: catering equipment, lighting rigs, audio visual equipment, public address systems, musical instruments, amplifiers etc.
- N.1.7. Electrical equipment used within the Building must have RCD (Residual Current Device) protection of no more than 30mA rating.
- N.1.8. Display of any event promotional material outside the entrance to the Building is prohibited.
- N.1.9. Damage to Building equipment, howsoever caused, by the organiser, their representatives or guests is the full responsibility of the hirer. Costs of repairs or replacement must be met in full.
- N.1.10. The Lessee must pay all fees for use of the Shared Facilities and Representational Facilities and comply with all directions of the Lessor in relation to them (whether or not specified in the Lease).
- N.1.11. The Lessor will advise the Lessee of the booking procedures for the Shared Facilities and Representational Facilities from time to time.
- N.1.12. The Lessee is responsible for security within a function. The Lessee must advise the Lessor's Representative, at the time of seeking approval for use of the Shared Facilities or Representational Facilities, the name of the "security event manager" designated to look after the function. The security event manager must be an employee of the Lessee and is required to remain in attendance until the guests have departed, contract help has cleared-up and departed, and the reception/function area has been searched.

#### **O. Photography**

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- O.1.1. Ad-hoc photography is not permitted within the confines of Building. Photograph for promotion or historical recording may be permitted within the Shared Facilities and Representational Facilities, but conditions will apply. Approval from Post Management must be obtained prior to any event.

#### **P. To Let**

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- P.1.1. The Lessor (after giving the Lessee reasonable notice) shall have the right during the last sixty (60) days prior to the expiration of the lease to bring prospective tenants and occupiers upon and into the Premises (Accompanied by a representative of the Lessee if the Lessee so requires) and to place thereon (and in any newspaper and by other usual means of advertising), the usual 'to let' notices which said notices shall not be removed or detracted from by the Lessee.

#### **Q. Keys - Proximity Cards**

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- Q.1.1. All keys and/or proximity cards and any duplicated or copies of those keys or cards forming part of the building's security management system installed and operated by or

for the Lessor and provided by the Lessor to the Lessee for use during the Lessee's occupancy shall be forthwith surrendered to the Lessor on the expiration or earlier termination of the lease. The Lessee shall not cause or permit duplicate, facsimile or copies of the keys or cards to be made without the prior consent in writing to the Lessor.

**R. Persons for whom the Lessee is Responsible**

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- R.1.1. The Lessee must do all things reasonably practicable to ensure that the Lessee's licensees, clients, customers, visitors and invitees comply with these Rules and Regulations, and the provisions of the lease.