



**LEASE**  
**OF THE FRANKLAND RIVER**  
**COMMUNITY CENTRE CRECHE**

**SHIRE OF CRANBROOK**

**AND**

**Purple Butterfly Pty Ltd,**  
**trading as**

**Skylar Early Learning**

An agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:**

SHIRE OF CRANBROOK of 19 Gathorne Street, Cranbrook WA 6321 ("the Shire")

**AND**

PURPLE BUTTERFLY PTY LTD, trading as SKYLAR EARLY LEARNING, 67 David Street Spencer Park 6330 ("the lessee")

**BACKGROUND**

- A. The Shire owns the premises.
- B. The lessee is licensed to run a daycare facility.
- C. The Shire and the lessee agree to enter an arrangement for the lease to operate a daycare business from the premises.

**The parties agree with each other as follows:**

**1. DEFINITIONS AND INTERPRETATIONS**

**Business Day** means a day other than a Saturday, Sunday, or Public Holiday in Western Australia.

**Common Areas** means those parts of the premises designed or intended by the Shire to be used by staff or members of the public.

**Daycare** means the provision of care to children, as defined in the lessee's license.

**Document** means this deed as supplemented, amended or varied from time to time.

**Equipment and Fixtures** means equipment and fixtures owned by the Shire and supplied to the lessee.

**Further Term** means the term specified in the schedule.

**Insurance** means the insurances necessary for the building and operation of the business.

**Lessee's Obligations** means the agreements and obligations contained or implied in this document or imposed by law with which the lessee must comply.

**Lessee's Rights** means the right to use all rights in the lessee's favour contained or implied in this document.

**Monies Payable** means rent and any other money payable by the lessee under the terms of this document.

**Original Term** means the term specified in Item 3 of the schedule.

**Premises** mean the premises described in Item 1 of the schedule which includes the crèche, storeroom, sleep room, toilet and external fenced play area adjoining the crèche.

**Schedule** means the schedule attached to this document.

**Shire's Obligations** mean the agreements and obligations contained or implied in this document or imposed by law with which the Shire must comply.

**Shire's Rights** means all other rights in favour of the Shire contained or implied in this document or granted by law.

**Term** means the term and each further term granted.

**Termination** means the expiry or earlier determination of the term of any period of holding over under this document.

**Utility Supplier** means any authority, company or other body which supplies gas, electricity, water, or other utility to the premises.

**Utility** means power, water, and sewerage supply.

## **2. GRANT OF RIGHTS**

The Shire:

- a. Grants the lessee the right to use the Premises; and
- b. Grants the lessee the right to run a daycare business from the Premises.

For the term specified in the schedule subject to:

- a. The payment of monies payable;
- b. The observance and performance of the lessee's obligations; and
- c. Reserving to the Shire, the Shire's rights.

## **3. COST OF UTILITIES**

- 3.1 The Shire must pay to the relevant supplier when due the costs, fees, and charges for the supply of any utility to the premises.

#### **4. INTEREST ON OVERDUE MONIES**

- 4.1 Without affecting the Shire's rights, the lessee must pay to the Shire on demand, interest on any monies payable which is unpaid for 60 days after written demand at a rate of 11%.

#### **5. MAINTENANCE OF PREMISES**

- 5.1 The lessee must maintain the premises, equipment and fixtures in clean and good order and condition except for:
- 5.1.1 Fair wear and tear;
  - 5.1.2 Maintenance that the Shire has agreed to undertake; and
  - 5.1.3 Damage caused by an event or person that is not due to any act or default of the lessee.
- 5.2 The lessee must:
- 5.2.1 Keep the premises free from rubbish and place all rubbish in the bins provided by the Shire;
  - 5.2.2 Ensure the premises are cleaned to relevant daycare standards;
  - 5.2.3 Notify the Shire of any major pest infestation; and
  - 5.2.4 Do everything possible to prevent the lessee's clients from obstructing any part of the common area.
- 5.3 The Shire will provide a kerbside rubbish removal service.
- 5.4 The Shire is to take reasonable action to ensure that the common areas are kept clean and tidy at all times.

#### **6. ALTERATIONS**

- 6.1 The lessee must not make any alterations to the premises without the express written consent of the Shire.

#### **7. USE OF PREMISES**

- 7.1 Purpose:
- 7.1.1 The lessee must use the premises only for the purpose specified in Item 4 of the schedule; and
  - 7.1.2 The lessee must use the premises for lawful purposes only.

## **8. USE AND ENJOYMENT AFFECTING OTHERS**

- 8.1 The lessee must:
- 8.1.1 Not do anything which is offensive, illegal or causes a nuisance or damage to any persons;
  - 8.1.2 Not use sound amplifying equipment without the express consent of the Shire;
  - 8.1.3 Not obstruct the supply of any utility; and
  - 8.1.4 Not place rubbish on the premises other than in the bins provided.

## **9. SECURITY OF PREMISES**

- 9.1 The lessee must:
- 9.1.1 Ensure that the premises are secured when they are unoccupied; and
  - 9.1.2 Not duplicate any key without the express written consent of the Shire.

## **10. INSURANCE**

- 10.1 The Shire must ensure adequate insurance for the building and public liability.
- 10.2 The lessee must obtain all insurance necessary and relevant to the running of the daycare business. A copy of the lessee's current insurance to be provided to the Shire of Cranbrook and kept on record.

## **11. REPORT TO SHIRE**

- 11.1 The lessee should report to the Shire annually on the success and outcomes of the provision of services for the period of the term specified in Item 3 of the schedule.

## **12. QUIET ENJOYMENT AND SHIRE'S RIGHTS AND OBLIGATIONS**

- 12.1 Except as provided in this document and subject to the observance and performance of the lessee's obligations, the lessee may quietly hold the premises and enjoy the lessee's rights during the term without interruption or disturbance from the Shire or any person lawfully claiming through or under the Shire.

## **13. USE OF PREMISES OUT OF HOURS**

- 13.1 The lessee is to use the premises during the business hours defined by the daycare license. Operational days to be approved by the Shire of Cranbrook Chief Executive Officer. A copy of the daycare license to be provided to the Shire of Cranbrook and kept on record.

#### **14. RENT REVIEW**

14.1 The rent is fixed as per Item 2 of the schedule.

#### **15. DAMAGE**

15.1 Any damage to the premises is to be reported to the Shire as soon as is practicable.

#### **16. TERMINATION**

16.1 This document has a termination date as specified in the schedule.

16.2 This document can be terminated in writing by either party with three (3) months notice.

#### **17. ASSIGNING, SUBLETTING AND CHARGING**

17.1 The lessee may not assign or sublet any portion of this document.

**SCHEDULE**

**1. THE PREMISES:**

The Frankland River Community Centre Creche located in the Frankland River Community Centre located on Lot 55 Wingebellup Road Frankland River Western Australia (“the premises”).

**2. THIS AGREEMENT:**

The Council hereby leases the premises to the lessee for a period of three (3) years from the **twentieth** day of **April 2026**, with the lessee paying an annual rental in advance of:

Year 1 .....\$1,700.00 – Due 1 June 2026  
Year 2 .....\$1,700.00 – Due 1 June 2027  
Year 3 .....\$1,700.00 – Due 1 June 2028

**3. TERM:**

Three (3) years. Starting on the **Twentieth** day of **April 2026** and finishing on the **Ninetieth** day of **April 2029**.

**4. PURPOSE:**

The premises are provided to the lessee for the purpose of providing Daycare Services as licensed by the state licensing board. The days of operation will be Monday, Tuesday, and Thursday incorporating school holidays. These days can be changed, and additional days scheduled upon demand.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Jo Talmage Founder/CEO Purple Butterfly Pty Ltd trading as Skylar Early Learning - Lessee

\_\_\_\_\_  
Shire of Cranbrook Chief Executive Officer

**SHIRE OWNED ITEMS LOCATED IN THE FRANKLAND RIVER COMMUNITY CENTRE CRECHE**

**ANNEXURE TO LEASE**

6 x Sleep Mats

1 x Big Draws – white

1 x Big Shelf – white

1 x Armchair – blue

2 x Portable Cots

3 x Highchairs

10 x Little Chairs

1 x Kids Table

DRAFT