



**LEASE
OF THE CRANBROOK REGIONAL
COMMUNITY HUB DAYCARE**

SHIRE OF CRANBROOK

AND

KYLIE TOMLINSON

Trading as

Cranbrook Family Daycare

An agreement made the _____ day of _____ 20____

BETWEEN:

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

AND

KYLIE TOMLINSON of 215 Pearce Road, Tenterden WA 6322 ("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 into 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 foyer, day care area, kitchen, sleep room, store room, toilets, laundry and external fenced play area.

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 electricity, 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 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. COST OF INTERNET SERVICES

- 4.1 The Shire will provide an internet service to the Cranbrook Regional Community Hub.
- 4.2 The Lessee agrees to pay the Shire for any wi-fi service that is required by the Lessee.

5. INTEREST ON OVERDUE MONIES

- 5.1 Without affecting the Shires 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%.

6. MAINTENANCE OF PREMISES

- 6.1 The lessee must maintain the premises, equipment and fixtures in clean and good order and condition except for:
 - 6.1.1 Fair wear and tear;
 - 6.1.2 Maintenance that the Shire has agreed to undertake; and
 - 6.1.3 Damage caused by an event or person that is not due to any act or default of the lessee.
- 6.2 The lessee must:
 - 6.2.1 Keep the premises free from rubbish and place all rubbish in the bins provided by the Shire;
 - 6.2.2 Ensure the premises are cleaned to relevant daycare standards;
 - 6.2.3 Notify the Shire immediately of any damage or suspected pest infestation; and
 - 6.2.4 Do everything possible to prevent the lessee's clients from obstructing any part of the common area.
- 6.3 The Shire will provide a kerbside rubbish removal service.
- 6.4 The Shire is to take reasonable action to ensure that the common areas are kept clean and tidy at all times.

7 ALTERATIONS

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

8 USE OF PREMISES

8.1 Purpose:

8.1.1 The lessee must use the premises only for the purpose specified in Item 4 of the schedule; and

8.1.2 The lessee must use the premises for lawful purposes only.

9 USE AND ENJOYMENT AFFECTING OTHERS

9.1 The lessee must:

9.1.1 Not do anything which is offensive, illegal or causes a nuisance or damage to any persons;

9.1.2 Not use sound amplifying equipment without the express consent of the Shire;

9.1.3 Not obstruct the supply of any utility; and

9.1.4 Not place rubbish on the premises other than in the bins provided.

10 SECURITY OF PREMISES

10.1.2 The lessee must:

10.1.3 Ensure that the premises are secured when they are unoccupied; and

10.1.4 Not duplicate any key without the express written consent of the Shire.

11 INSURANCE

11.1 The Shire must ensure adequate insurance for the building, contents and public liability.

11.2 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.

12 REPORT TO SHIRE

12.1 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.

13 QUIET ENJOYMENT AND SHIRE'S RIGHTS AND OBLIGATIONS

13.1 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.

14 USE OF PREMISES OUT OF HOURS

- 14.1 The lessee is to use the premises during the business hours defined by the daycare license. A copy of the daycare license to be provided to the Shire of Cranbrook and kept on record.

15 RENT REVIEW

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

16 DAMAGE

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

17 TERMINATION

- 17.1 This document has a termination date as specified in the schedule.
- 17.2 This document can be terminated in writing by either party with three (3) months notice.

18 ASSIGNING, SUBLETTING AND CHARGING

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

SCHEDULE

1. THE PREMISES:

The Cranbrook Regional Community Hub Daycare located in the Cranbrook Regional Community Hub located on 3 Dunn Street Cranbrook 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 **First** day of **November 2026**, with the lessee paying an annual rental in advance of:

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

3. TERM:

Three (3) years. Starting on the **First** day of **November 2026** and finishing on the **Thirty First** day of **October 2029**.

4. PURPOSE:

The premises are provided to the lessee for the purpose of providing Daycare Services as licensed by the state licensing board.

Executed on this _____ day of _____ 20____

Kylie Tomlinson - Lessee

Shire of Cranbrook Chief Executive Officer

**SHIRE OWNED ITEMS LOCATED IN THE DAYCARE ROOMS OF THE CRANBROOK REGIONAL
COMMUNITY HUB – ANNEXURE TO LEASE**

Portacot - 3 Stages	2
Room Divider - Half Size	1
Hanging Sleep Mat Wall Rack	1
Mattresses	6
Washing Machine LG 7kg Front Load Washing Machine	1
Wall Mounted Dryer - Simpson 4kg Clothes Dryer	1
VACUUM - Bosch Bagless	1
VACUUM – Bissell Cordless 2025/2026	1
Change Mat	1
Change Table	1
Nappy Bin	1
Dustpan Set	1
Window Cleaning Set	1
Small Kitchen Scrap Buckets	2
Microwave Panasonic 32L Stainless Steel+Black	1
Fridge - Under bench Hisense 860x640x600 Stainless Steel	1
Kettle - Kambrook Stainless Steel	1
Dish Rack Rubbermaid Large Antimicrobial Dish Drainer With Loft	1
Chair - Yellow	1
White Board - Penrite	1
Large Broom	1
Grey Pin-Up Board	1

Lounge - 2 seater + Scotchguard	1
High chair	1
Rugs Round Paint Strokes	2
Rug Pad 270x180	1
Rug - Big City Play Mat	1
Wall Decal - Rainbow Gradient (damaged)	2
Wall Decal - Gelato Height Chart (damaged)	1
Book Shelves	2
TV - 32" Samsung UHD + Wall Mount Bracket	1
Office Chair	1
3 Panel See through divider	1
Wall Gecko (rusted & damaged)	1
Dragonfly Wall Art (rusted & damaged)	1
Lizard Green Wall Art (rusted & damaged)	1
Butterfly Wall Art (rusted & damaged)	1
First Reading Goldilocks	1
First Reading Red Riding	1
First Reading Ugly Duckling	1
Wilbe & Harry Book	1
Toffees New Friend Book	1
Little Begin Farm Book	1
Peppa Pig Engine Book	1
Peppa Pig 1st pet Book	1
Peppa pig big train Book (worn)	1
Dear daddy I love you Book	1

Dear mummy I love you Book	1
Alpha prints 123 Book	1
Green and Yellow Kitchen Chopping Board	2
Plastic Base Planter	10
Hungry Caterpillar Book	1
Where is the Green Sheep Book	1
Guess How Tickle Book	1
Floor Cushion	2
Spot Flip Out Couch (1 couch damaged)	2
Minions Bowl	1
Wiggles Bowl	1
Zak The Zebra Bowl	1
Cars Bowl	1
Zak The Zebra Plate	1
Peppa Plate	2
Peppa Bowl	1
Cars Plate	1
Wiggles Plate	1
Minions Plate	1
Hungry Caterpillar Plate	1
Yellow Mango Plate 20cm	3
Pink Watermelon Plate 20cm	3
Blue Bubble gum Plate 20cm	3
Pink, Blue and Yellow Tumbler	10
Pine Cubby House	1

Plum 5-piece Swing Set with Slide Unit	1
Swing Set Padding 1 x crossbar and 4 x legs for Swing Set	5
Plastic Swing Red	1
Playworld Rotary See Saw (damaged)	1