

THIS INDENTURE made the 18th day of September One thousand nine hundred and sixty-eight Between THE VICTORIAN RAILWAYS COMMISSIONERS of the Railway Offices Spencer Street Melbourne in the State of Victoria (hereinafter called "the Commissioners") of the one part and THE BOY SCOUTS ASSOCIATION (AUSTRALIA) VICTORIAN BRANCH of 384 Elizabeth Street Melbourne aforesaid (hereinafter called "the Lessee" which expression where the context so admits shall be deemed to include its permitted assigns) of the other part WITNESSETH as follows:-

I. THE Commissioners HEREBY DEMISE unto the Lessee ALL THAT piece of land at RINGWOOD EAST in the said State known as Lot No. 5 which is delineated and coloured red on the plan annexed hereto (hereinafter called "the demised land") TO HOLD unto the Lessee on and from the First day of July One thousand nine hundred and sixty-five for the term of Twenty-one years that is to say until and inclusive of the Thirtieth day of June One thousand nine hundred and eighty-six unless sooner terminated as hereinafter provided the Lessee PAYING THEREFOR unto the Commissioners yearly and proportionately for any portion of a year the yearly rent of Six dollars which shall be paid in advance clear of all deductions

II. THE Lessee for itself and its permitted assigns HEREBY COVENANTS with the Commissioners as follows:-

1. To pay the yearly rent in the manner aforesaid
2. To bear pay and discharge all existing and future rates taxes assessments duties impositions and outgoings whatsoever imposed or charged upon the demised land or upon the owner or occupier in respect thereof or payable by either in respect thereof
3. That if it desire to erect or construct any improvements on the demised land it shall:-
 - (i) upon obtaining the approval of the local Municipal Council thereto submit for the approval in writing of the proper officer of the Commissioners plans elevations sections and specifications of the said improvements, and
 - (ii) subject to the said approvals being obtained at its sole expense and to the satisfaction of the proper officer of the Commissioners erect or construct the said improvements in accordance with such approved plans elevations sections and specifications

4. At its sole expense and to the satisfaction of the proper officer of the Commissioners:-

- (i) to fence off the demised land from the adjoining lands of the Commissioners with either a substantial close fence at least six feet in height or such other fence as may be approved in writing by the said proper officer
- (ii) to maintain in good and substantial repair all improvements which may now or hereafter be erected constructed or placed in position on the said land or on any boundary thereof and during the third year of the tenancy and thereafter regularly at five-yearly intervals during the tenancy to paint in a workmanlike manner with at least two coats of first quality oil or other approved paint the outside woodwork and such other external parts of any improvements aforesaid as are usually painted
- (iii) to construct and/or to provide and thereafter to maintain in good and substantial repair all drains sewers and sanitary conveniences which the said proper officer may from time to time by writing under his hand declare should be constructed and/or provided upon the said land or which may be required by any lawfully constituted sewerage authority to be constructed and/or provided thereon
- (iv) to provide and execute and thereafter to maintain in good order any equipment or works which the said proper officer may from time to time declare should be provided and/or executed on the said land in order to prevent fire from arising thereon or spreading therefrom

5. At its sole expense to obey comply with submit to observe and be bound by the provisions of any permit issued under the Town and Country Planning Acts and of any statute statutory rule regulation or order from time to time in force within the limits of the State of Victoria with respect generally to public health local government the supply of water and the disposal of sewage the prevention and abatement of fire and other like matters or particularly to its user of the demised land

6. To permit the Commissioners and their servants or agents at all times to enter upon the demised land and to abate any present or potential fire hazard which the Commissioners may by law be required so to do and to pay unto the Commissioners upon demand the costs and expenses incurred by them in so doing

7. To permit the Commissioners and their authorised officers with or without workmen or others at all reasonable times to enter upon the demised land and when there:-

- (i) to view the condition thereof and of all improvements and things which may be thereon or on any boundary thereof

- (ii) to examine the nature of its user thereof, and
 - (iii) to execute any work the execution of which in the opinion of the Commissioners is necessary for the proper maintenance management and control of the railways vested in the Commissioners PROVIDED THAT its user of the said land shall not be unduly interfered with
8. Not without the consent in writing of the Commissioners to erect any gate or to provide any other means of access to the demised land opening on or leading to adjoining lands of the Commissioners
 9. Not without the consent in writing of the Commissioners to use the demised land otherwise than for the purposes of erecting and maintaining a Scout Hall thereon
 10. Not to affix or display or permit or suffer to be affixed to or displayed upon any part of the demised land or any improvements or thing which may be thereon or on any boundary thereof any advertisement or anything in the opinion of the Commissioners in the nature of an advertisement except such advertisement as may be necessary for carrying on or for advertising the nature of its user of the said land and it shall forthwith upon being required by the Commissioners so to do remove any advertisement which in their opinion is being displayed contrary to the provisions of this sub-Clause
 11. That all materials for use in the erection or construction of any improvements to be erected or constructed on the demised land in accordance with the provisions hereof and which are despatched to the said land from a location distant more than fifty miles therefrom shall be despatched to the Commissioners' Ringwood Railway Station by rail unless the Commissioners otherwise approve
 12. Not to do or permit or suffer to be done anything whereby or by means or by reason whereof the flow of water along any drain which may now or hereafter be constructed or be in position upon the demised land may be or may become in anyway obstructed or interfered with
 13. Not to discharge drainage or sewage on to any adjoining lands of the Commissioners without first obtaining in that behalf the written consent of the Commissioners In the event of such consent being given at its sole expense and to the satisfaction of the proper officer of the Commissioners to construct and thereafter maintain a suitable drain or sewer the type and route of which shall be specified by the said proper officer
 14. Not to do or permit or suffer to be done on the demised land or to be in or upon or about the said land anything which may be or may become a nuisance or the cause of damage offence or annoyance to the Commissioners or to the occupiers of lands in the neighbourhood of the said land or to anyone lawfully using the Commissioners' railways

15. Not to assign underlet part with the possession or dispose of the demised land or any part thereof without first obtaining in that behalf the written consent of the Commissioners AND the proviso contained in or provided for by Section 144 of the Property Law Act 1958 or of any amendment or re-enactment thereof is expressly hereby negatived PROVIDED THAT the provisions of this sub-Clause shall not apply to any assignment or sub-lease made or granted by it to any local group or body of persons under its control
16. Upon the termination of the tenancy as to the whole of the demised land or any part thereof at its sole expense and to the satisfaction of the proper officer of the Commissioners:-

- (i) to remove from the said land or part thereof (as the case may be) all its improvements then situate thereon and such improvements on any boundary thereof as are its exclusive property PROVIDED THAT the provisions of this paragraph shall not apply if the tenancy be terminated for non-payment of rent
- (ii) to yield up the said land or part thereof (as the case may be) to the Commissioners in a clean and level condition
- (iii) to erect on the boundary or boundaries of the said land from which any fence of the Commissioners was removed or otherwise interfered with by it in connexion with its occupation of the said land a fence or fences of a type or types specified by the said proper officer

III. THE Commissioners HEREBY COVENANT with the Lessee that the Lessee paying the yearly rent and performing observing and fulfilling the several covenants stipulations and provisos herein contained on its part to be performed observed and fulfilled shall (subject to the provisions of sub-Clause 5 of Clause IV hereof) peaceably hold and enjoy the demised land during the term hereby created without interruption by the Commissioners or by any person or persons or body corporate claiming through under or in trust for them

IV. PROVIDED ALWAYS and it is expressly hereby agreed as follows:-

1. If the yearly rent or any part thereof be unpaid for fourteen days after becoming payable (whether formally demanded or not) or if any covenant stipulation or proviso on the part of the Lessee herein contained be not performed observed or fulfilled or if any permitted assignee of the Lessee being an individual become bankrupt or enter into any composition or arrangement with or make any assignment for the benefit of his creditors or in

any other way take advantage of the law for the time being in force relating to bankrupts or to their estates or if any action be taken with a view to winding up the affairs of the Lessee or any permitted assignee of the Lessee being a body corporate (action with a view to reconstruction or amalgamation excepted) or if the Lessee or any permitted assignee of the Lessee suffer any execution to be levied on his or its real or personal estate then and in any of the said cases it shall be lawful for the Commissioners at any time thereafter to enter upon the demised land or any part thereof in the name of the whole and thereupon this demise shall absolutely terminate WITHOUT PREJUDICE however to any right of action of either party hereto in respect of any antecedent claim or breach of covenant

2. That the consent of the Commissioners required to be obtained by the Lessee in accordance with sub-Clause 15 of Clause II hereof if granted shall be given upon the terms and conditions to be specified by the Commissioners at the time such consent is sought by the Lessee
3. That the time to be allowed to the Lessee for compliance with the requirements of any notice served upon it by the Commissioners in pursuance of the provisions of Section 146 of the Property Law Act 1958 or of any amendment or re-enactment thereof shall be twenty-one days after the service of such notice
4. If the tenancy be terminated for non-payment of rent or if the Lessee fail upon the termination of the tenancy as to the whole of the demised land or any part thereof:-
 - (i) to comply with the provisions of paragraph (i) of sub-Clause 16 of Clause II hereof:-
 - (a) all its improvements then situate upon the said land or part thereof (as the case may be) and such improvements on any boundary thereof or part thereof (as the case may be) as are its exclusive property (whether affixed to the said land or part thereof or the said boundary or not) shall become and be the absolute property of the Commissioners, and
 - (b) the Commissioners at their absolute discretion may remove the said improvements from the said land or part thereof (as the case may be) or from any boundary thereof or part thereof and may restore the said land or part thereof to a clean and level condition and it shall upon demand pay to the Commissioners the costs and expenses incurred by them in so doing
 - (ii) to comply with the provisions of paragraph (ii) and/or paragraph (iii) of the said sub-Clause the Commissioners may remedy its default and it shall upon demand pay to the Commissioners the costs and expenses incurred by them in so doing

5. In the event of the demised land or any part thereof being at any time required by the Commissioners for any railway purpose the Commissioners shall have authority to terminate the tenancy hereby created either as to the whole of the said land or any part thereof by giving unto the Lessee six months' previous notice in writing of their intention so to do and the Lessee shall not be entitled to claim any compensation or damages from the Commissioners for or by reason of or in respect of any loss or damage sustained by it on account of such termination PROVIDED HOWEVER that if the tenancy be terminated as to part of the said land a fair and just proportion of the yearly rent shall cease to be payable
6. Subject to the yearly rent and to the various covenants and stipulations on the Lessee's part herein contained having been respectively paid performed and observed the Lessee shall be entitled at any time to terminate the tenancy hereby created by giving unto the Commissioners six months' previous notice in writing of its intention so to do
7. Should the Lessee continue in possession of the demised land or part thereof after the expiration of the term hereby created whether with or without the consent of the Commissioners the Lessee shall be deemed to be a tenant from week to week only in respect of the said land or part thereof (as the case may be) at a rent as nearly as may be proportionate to the yearly rent and subject to the provisions of this Indenture so far as the same are capable of being applied to such tenancy AND notwithstanding the manner in which the rent in respect of such tenancy may have been paid such tenancy may be terminated at any time on the expiration of one week's notice in writing which either party hereto may give to the other of them
8. All questions and disputes relating to the construction of these presents or otherwise arising herefrom or hereunder or in anyway connected herewith shall be determined in accordance with the provisions of the Arbitration Act 1958 or of any amendment or re-enactment thereof
9. Any notice required to be served hereunder shall be sufficiently served upon the Commissioners if addressed to the Secretary for Railways and if forwarded by registered post to him at his office in the Railway Offices Spencer Street Melbourne aforesaid AND shall be sufficiently served upon the Lessee if addressed to the General Secretary thereof and if delivered or forwarded by registered post to him at its last known office or if posted in some conspicuous position on the demised land A notice sent by post shall be deemed to have been given at the time when in due

course of post it would have been delivered at the address to which it is sent

10. That in the construction of these presents the following expressions unless the context otherwise requires shall have the meanings assigned to them hereunder that is to say:-
- "the proper officer of the Commissioners" shall mean the person in the Commissioners' service who at the time any question as to the meaning of the expression arises either holds office as Chief Civil Engineer or is acting in that office or if the said office should hereafter be discontinued or abolished then the person in the Commissioners' service who at such time either holds or is acting in the office in their service which corresponds most closely with the said office of Chief Civil Engineer
- "improvements" shall mean buildings structures fixtures and fences
- "fixtures" shall include all chattels (other than engines machinery movable trade fittings and furniture) annexed to the buildings and structures from time to time constructed or erected on the demised land or on any boundary thereof

IN WITNESS whereof the parties hereto have executed these presents the day and the year first above written

THE COMMON SEAL of THE VICTORIAN RAILWAYS COMMISSIONERS was hereunto affixed by authority of -

W. Rogan
R. H. ...

Victorian Railways
Commissioners

THE COMMON SEAL of THE BOY SCOUTS ASSOCIATION (AUSTRALIA) VICTORIAN BRANCH was hereunto affixed pursuant to a resolution of the State Executive Committee in the presence of:

...
...
...

Members of the Committee
General Secretary

...

I have also executed...

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