

Attachment 1 -
Agreement for lease of RSPCA Headquarters and Council animal pound located at Cavalry
Road, Mowbray

DATED the 1st day of August 2007

LAUNCESTON CITY COUNCIL

A.B.N. 73 149 070 625

("the Landlord")

and

**ROYAL SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS
(TASMANIA) INC.**

A.B.N. 71 723 781

("the Tenant")

AGREEMENT FOR LEASE

OF

R.S.P.C.A HEADQUARTERS AND COUNCIL ANIMAL POUND

LOCATED AT

63 REMOUNT ROAD, LAUNCESTON

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This Lease is made upon the date set out in the Schedule.

Between The Landlord named and described in the Schedule ("the Landlord")

And The Tenant named and described in the Schedule ("the Tenant")

1. Definitions and Interpretation

"Rent" shall mean the sum as specified in Schedule 4.

"Rent days" shall mean the days as specified in Schedule 1.

"Premises" shall mean the premises as specified in Schedule 1.

"Term" shall mean the term as specified in Schedule 1.

"Contaminant" means any noxious, harmful or hazardous condition or substance that presence of use of which may result in the breach of an Environmental Law or the issuing of an order or direction under an Environmental Law;

"Environmental Law" means provision of law, or a law, which provision or law at any time relates to any aspect of the environment or health.

"GST" means any goods and services tax, value added tax, consumption tax or other similar levy, surcharge, tax, duty or impost charged, levied or imposed in respect of:

- (a) rent and/or any other monies (including monies in the nature of rates, taxes, utilities, charges, expenses and/or outgoings) paid by or on behalf of the Tenant and/or pursuant to this Lease; and/or
- (b) any monies received by the Landlord pursuant to this Lease; and/or
- (c) any goods or services provided to the Land or the Premises or to the Landlord in respect of the Land or the Premises (including water, sewerage, electricity services and any goods or services associated with the maintenance, security, administration or cleaning of the Land or the Premises); and/or
- (d) any payment made by the Landlord in connection with this Lease and/or the Land and/or the Premises including any payment comprised in the Outgoings or Operating Expenses of the Land, Centre and/or Premises as defined in this Lease; and/or

(e) the grant of this Lease or this Lease itself;
pursuant to A New Tax System (Goods and Services Tax) Act 1999 or any other law made by the Parliament of the Commonwealth of Australia or the Parliament of the State of Tasmania

"**Landlord**" shall be deemed to mean the person or company for the time being entitled to the reversion of the premises; and the word "**Tenant**" shall be deemed to mean and include the Tenant, its successors and permitted assigns.

All covenants and agreements by any party, if consisting of more than one person or company, shall bind both jointly or severally.

The marginal notes and headings shall not form part of this Lease.

2. Lease

2.1 Demise

In consideration of the payment of the rent and the observance by the Tenant of all of the Tenant's obligations in this Lease the Landlord leases to the Tenant the premises described in the Schedule ("the premises") and the common areas in common with the Landlord and all persons authorised by it.

- (a) The premises are leased together with the chattels described in the Schedule;
- (b) The term and the rental are described in the Schedule.
- (c) The Lease is subject to the covenants conditions powers reservations and provisos contained in this Lease.
- (d) For the purposes of the license granted pursuant to this sub-clause 2.1 the term "**Tenant**" shall include the Tenant, its Agents, Employees and Invitees.

2.2 Premises

Where the premises form part of a building the expression "the premises" shall not include the outside of the walls at the boundary of them.

3. Tenant's Covenants

3.1 To pay rental

The Tenant covenants with the Landlord:

To duly and punctually pay to the Landlord during the continuance of the term granted under this Lease (at the Landlord's address set out in the Schedule or at such other substitute address as may be directed by the Landlord) the rental set out in the Schedule (inclusive of those outgoings detailed in the Rental Calculations Schedule 4) by the payments at the times and in the manner provided in the Schedule.

3.2 To pay increased rental

To pay any increased rental and the Tenant acknowledges that at each rent review period as set out in the Schedule during the term created by this Lease or any extension of the term computed from the commencing date, the Landlord shall have the option by notice given in writing to the Tenant to increase the rental by an amount in proportion to the increases in the quarterly consumer price index values howsoever named published by the Australian Bureau of Statistics for the City of Hobart as at the commencement of this Lease

3.3 Outgoings

Where the outgoings do not form a part of the rental as reserved in this lease the Tenant will pay or refund the whole of the outgoings incurred by the Landlord in respect of the premises.

(a) Outgoings shall include the following:

- (i) All rates, taxes (including fire service levy), ambulance levies, charges, assessments, duties, impositions, and fees whether of a nature similar to or different from those now assessable, payable or chargeable by any Federal, State, public or municipal authority.
- (ii) All outgoings (whether included in this clause or not) specifically shown Schedule 4 (if any).
- (iii) All outgoings incidental to the occupation by the Tenant and the supply of services including, but not limited to, gas, oil, electric light, water consumption, power and all telephone charges.

(b) In the event that any of the outgoings in the previous sub-clauses:

- (i) are not separately assessed the Tenant shall pay a proportion as agreed between the parties and set out in Schedule 4;

- (ii) relate to a period of time partly outside the term of this Lease the Tenant shall pay that proportion of the outgoing to which the term of this Lease applies; and/or
- (iii) have not yet been determined or demanded at a relevant date, then the previous year's figures shall be used as estimates until actual assessments become available (at which time corrective adjustments shall be made).

Prior to entering into this Lease the Tenant has been given or obtained copies of the rates and land tax assessments for the premises.

3.4 Fixtures and Fittings

- (a) Subject to the operation of clause 3.22 the Tenant is to repair and keep in the condition as they are at present or when installed or placed within the premises at all times during the term, at their own cost, and in accordance with their respective responsibilities detailed in Schedule 3(b) to this Lease, the premises and all fixtures fittings and chattels, reasonable wear and tear and damage by fire storm or tempest excepted, and to yield and give up unto the Landlord the premises with all the fixtures fittings and chattels in a good state of repair order and condition (reasonable wear and tear and damage by fire storm or tempest excepted) at the termination of the term.
- (b) In this clause the word "repair" shall include the cleaning and keeping free of waste all drains and pipes which are exclusively serving the premises but shall not include structural repairs or alterations other than default, or omission on the part of the Tenant, its servants or agents or by the Tenant's use or occupancy of the premises.

3.5 To Clean

- (a) To regularly clean all parts of the premises and all exterior surfaces of all windows and doors.
- (b) To regularly maintain the grounds of the premises.
- (c) To keep the premises, the exterior of them and the grounds, free from dirt and rubbish.
- (d) To store all refuse in proper receptacles.
- (e) To arrange for the regular removal of all rubbish and refuse from the premises, the exterior of them and the grounds.

3.6 To Provide Security

To provide a monitored security system for the site as leased.

3.7 To Permit Collection/Drop Off of Animals

To permit any animal control officer appointed by the Landlord at any time to collect or leave any stray or unwanted animal at the premises. No animals from a Municipality outside the City of Launceston are to be left at the premises except in accordance with any subsisting agreement between that Municipality and the Tenant or that Municipality and the Landlord. The Tenant is to advise the Landlord in writing of any such agreements.

3.8 To Comply with Memorandum of Understanding

The Tenant is to comply with the Memorandum of Understanding as signed between the parties to this lease.

3.9 Right To Inspect

- (a) To permit the Landlord to enter upon the premises or any part of the premises to view and examine the state and condition of them at any reasonable time and upon reasonable notice to the Tenant with or without workmen surveyors and others. The Landlord may leave upon the premises a written notice of any need for repair or improvement required in the order and condition for which the Tenant is liable.
- (b) To make good all those things mentioned in any written notice referred to in sub-clause (a) of this clause to the satisfaction of the Landlord, consistent with the order and condition for which the Tenant is liable under this Lease, and the Tenant will do so within the time mentioned in that notice provided that the time limited by that notice is reasonable in all the circumstances.

3.10 To Pay Cost of Work Done

To refund to the Landlord on demand all reasonable costs charges and expenses of the Landlord in carrying out any work to the premises (which work the Landlord is authorised to do) which is required or necessary to make good any default by the Tenant under the covenants contained in this Lease.

3.11 Use of Premises

- (a) To not use the premises or allow the premises to be used for any purpose whatsoever other than the purpose specified in Schedule 1 without the written consent of the Landlord;
- (b) To not use the premises or allow the premises to be used for any illegal or unlawful acts.

3.12 Not to Assign etc.

To not transfer assign mortgage pledge underlet or part with possession of the premises or any estate or interest in the premises or other property contained in the premises.

3.13 Not to make Alterations

To not make or suffer to be made any alterations or additions to the premises or any part of the premises or any of the fittings on the premises without the written consent of the Landlord and not to carry out any such permitted alterations except by workmen of whom the Landlord shall have approved and to the reasonable satisfaction of the Landlord.

3.14 No nuisance

To not permit or suffer anything on the premises which may be or become a nuisance or annoyance to the Landlord or any other person or which may be illegal.

3.15 Escape of Animals

To take all necessary precautions to ensure that dogs or other animals do not escape and the public is properly protected against loss or damage caused by dogs kept on the premises.

3.16 Capital Improvements

To not seek to recover from the Landlord any costs incurred in the development of buildings and/or structures on the site. All buildings and structures on the site are the property of the Landlord.

3.17 No dangerous substances

To not store on the premises, or permit to be stored on the premises chemicals inflammable liquids, acetylene, gas, alcohol or explosive oils, compounds or substances without the written consent of the Landlord other than those necessary for the ordinary conduct of the Tenant's business.

3.18 Insurance

- (a) To obtain public liability/product insurance, with the Landlord named as Principal, with an insurance company or office reasonably approved by the Landlord for a sum not less than Ten million dollars (\$10 000 000.00). It is agreed that:
 - (i) the Tenant will produce to the Landlord all of those insurance policies effected by the Tenant together with the receipts for the last premiums or a Certificate of Currency for that policy (or policies);
 - (ii) in the event that the Tenant omits or neglects to obtain any insurance required by this Lease the Landlord may, without being bound to do so, do all things necessary to effect or maintain that insurance and all costs incurred by the Landlord in doing so shall be recoverable from the Tenant by the Landlord; and

- (iii) the Tenant will comply with all regulations of the Insurance Council of Australia or the particular insurer in relation to sprinkler and/or alarm and/or control installations which relate to any partitions which may be erected by the Tenant or at the Tenant's request in the premises and the Tenant will pay to the Landlord the cost of any alterations to any sprinkler and/or fire alarm and/or control installation which become necessary because of the Tenant's non-compliance with those regulations.
- (b) To not do or suffer anything which might vitiate or interfere with any policy of insurance of the premises, or any premises of which they form part, or which might prejudice any claim under any such policy or render the Landlord liable for any increased premium on any policy of insurance in respect of the premises, or the premises of which they form part, and without prejudice to the provisions of this clause, to refund to the Landlord on demand any extra insurance premium payable in respect of the premises by reason of the use to which the premises are put by the Tenant or by reason of any products that are kept on the premises by the Tenant, provided that the Landlord has provided copies of all those policies to the Tenant in time to permit the Tenant a reasonable time to comply.

3.19 Rodents and vermin

To take all proper precautions to keep the premises free from rodents and vermin and if required by the Landlord but at the cost of the Tenant to employ periodically pest exterminators to that purpose provided that the Landlord causes those precautions and exterminations to be carried out in the remainder of the property of which the premises form part.

3.20 Disease or illness

To immediately give notice in writing to the Landlord in the event of infection or notifiable disease or illness occurring in or about the premises as a result of an act or omission of the Tenant and, at the Tenant's cost, make arrangements for the premises to be thoroughly fumigated or disinfected or treated to the satisfaction of the Department of Community and Health Services (or its successor) or a person nominated by it for that purpose, provided that in the event of the Tenant failing to make those arrangements then the Landlord may, but shall not be bound to, arrange for the premises to be fumigated or disinfected or treated, the cost of which shall be the responsibility of the Tenant and may be recoverable by action by the Landlord.

3.21 Signs

- (a) To not affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the premises or of the external walls of them any placard, poster, signboard, signwriting or other advertisement without the written consent of the Landlord. Where the Landlord has the control of the exterior

of the premises, the Landlord's consent shall not be unreasonably withheld in the case of signs and advertisements in accordance with the requirements of the local council and any other authority having jurisdiction over the matter and being signs and advertisements similar to or in the style of other signs and advertisements in the area of the premises or for advertisements on the windows of the premises.

- (b) To remove all placards, posters, signboards, signwriting or other advertisements and make good any damage or disfigurement caused to the premises or the exterior or external walls of them caused by the placing or removal of those placards, posters, signboards, signwriting or other advertisements. The removal and making good shall be done at the expiration or sooner determination of this Lease and at the sole expense of the Tenant.

3.22 To comply with orders

To comply with and observe all notices orders and directions given to either the Tenant or the Landlord by any statutory or public authority (including, but without limiting the generality of these provisions, Government, Semi-Governmental, Municipal, Health, Licensing or other Authority having jurisdiction or authority in respect of the premises or the user of the premises) relating to the premises and to carry out the requirements of any such notice order or direction at the Tenant's own expense. The Tenant shall not be responsible for structural repairs or alterations to the premises other than structural repairs or alterations rendered necessary by any act, neglect, default or omission on the part of the Tenant, or the Tenant's servants or agents or by the Tenant's use or occupancy of the premises outside the permitted use, to the intent that the Landlord must carry out any structural repairs required by normal wear and tear.

3.23 Compliance with Environmental Laws

(a) No Contaminants

The Tenant must ensure that no facts or circumstances exist or arise in relation to the premises caused or contributed to by:

- (i) any act or omission on the part of the Tenant and persons under its control; or
- (ii) by the Tenant's use of the premises; or
- (iii) the Tenant's business;

which would render:

- (i) the Landlord;

- (ii) the mortgagee over the land or premises;
- (iii) any future occupier of the premises; or
- (iv) any holder of title to the land or the premises;

liable to be served with any order, notice or direction, to be dealt with or subjected to a penalty or fine or to be liable for the cost of a clean up of any Contaminant.

(b) Environmental Laws

The Tenant shall ensure that at all times all practical and reasonable steps that can be taken, and measures and precautions that can be adopted, are taken or adopted to ensure that:

- (i) the conduct of the Tenant's business, the Tenant and persons under its control and all persons and things of any kind on using the premises complies with Environmental Laws:
- (ii) if there is a breach of this Clause 3.23 or there is any non-compliance with Environmental Laws:
 - the impact on the premises and the environment is minimised; and
 - steps can be, and are, taken as quickly as possible to rectify the non-compliance and eliminate or reduce any danger arising from the non-compliance so as to ensure the non-compliance does not re-occur.

(c) Due Diligence

The Tenant and persons under its control must exercise all due diligence and take all necessary precautions to detect and prevent the commission on the premises of any act which may harm or be likely to harm the environment or which may breach any Environmental Law.

(d) Landlord's Requirements

At all times the Tenant must comply with any requirements of the Landlord concerning the application of any Environmental Law, the implementation of any preventative or remedial action, standards, or conduct in relation to the premises, or any part of the premises, arising directly or indirectly from the Tenant's business or from the Tenant's use of the premises.

Without limitation, upon request by the Landlord the Tenant must:

- (i) cause such environmental assessments and audits to be carried out in relation to the premises and the Tenant's business, by a person

nominated by the Landlord or by and expert approved in writing by the Landlord; and

- (ii) procure that person or expert to provide to the Landlord a signed written report setting out the results or such environmental assessment and/or audit, including details of any non-compliance by the Tenant or the Tenant's employees with any Environmental Law, any Contaminant that exists or may exist on or in relation to the premises and any failure by the Tenant and persons under the Tenant's control to comply with any authorisation, licence or approval under any Environmental Law relating to the premises or the Tenant's business.

(e) Notice to Landlord

The Tenants must inform the landlord immediately of:

- (i) the existence of any Contaminant upon, emanating from or likely to emanate from the premises;
- (ii) the receipt of any requirement, notice, order or direction issued under any Environment Law to rehabilitate, remedy, rectify, or carry put an environmental clean up of the premises;
- (iii) the receipt of any complaint or notice issued pursuant to any Environmental Law, or any notice or claim or the commencement or any proceedings or suits in relation to any offence, infringement or breach of any Environmental Law;
- (iv) any revocation, suspension, modification or refusal or failure to renew any authorisation, licence, or approval under any Environmental Law.

(f) Indemnity

The Tenant indemnifies and shall at all times keep indemnified the landlord against any and all losses, damages, costs, claims, proceedings, suits, fines, compensation and any obligation to rehabilitate, remedy, rectify, or carry out an environmental clean up of orders, penalties, liabilities or expenses whatsoever and howsoever arising (and whether directly or indirectly) which may be made or brought against or incurred by the Landlord as a result of a breach by the Tenant or any of the covenants and undertakings contained in this Clause 3.23. The provisions of this Clause 3.23 do not merge on termination of this Lease whatever the reason or reasons for termination of this Lease.

3.24 Maintenance of air-conditioning system

- (a) To maintain any air-conditioning or ventilation systems installed in the premises in good working order and repair and take reasonable precautions

against an outbreak of Legionellosis Pneumophila (Pontiac Fever and Legionnaire's Disease) in the premises at the expense of the Tenant.

- (b) To immediately remove and treat the bacterium in accordance with the guidelines and standards set by the National Health and Medical Research Council or its successor body and otherwise in compliance with any governing statute by-law or regulation if Legionellosis Pneumophila bacterium is found by the Tenant or the Landlord in the premises at the expense of the Tenant.

3.25 No auction sales

Not to hold or allow to be held any sale by auction on the premises without the prior written consent of the Landlord which shall not be unreasonably withheld.

3.26 To carry on business

- (a) To continuously use the premises as and for the business described in the Schedule unless prevented by fire, storm, civil commotion, Act of God or the Queen's enemies tempest or earthquake or other inevitable happening.
- (b) To use the Tenant's best endeavours to protect and keep safe the premises and any property contained in the premises from theft or robbery and when not in use to keep all doors and windows and other openings closed and securely fastened.
- (c) To trade during the hours set out in Schedule 1 of this Lease.

3.27 Indemnity against negligence

To indemnify and keep indemnified the Landlord from and against all loss and damage to the premises and the building of which the premises form part and all property in the premises caused or contributed to by the negligence of the Tenant or any clerk, servant, licensee, invitee, workman, employee, client, agent, customer or visitor of the Tenant, and in particular, but without limiting in any way the generality of the provisions of this clause, by reason of the negligent or careless misuse waste or abuse of water (including and overflow or leakage of water in or from the premises), gas, electricity or faulty fittings and fixtures of the Tenant, and to give to the Landlord or the Landlord's agents prompt written notice of any accident to or defect in the water pipes, gas pipes, electric light wirings or other fittings or fixtures contained in the premises.

3.28 Further indemnities

To indemnify and to hold harmless the Landlord from and against all damages sums of money, costs, charges, expenses, actions, claims and demands which may be sustained or suffered or recovered or made against the Landlord:

- (a) by any person for any injury that person may sustain when using or entering or near any portion of the building of which the premises form part in the occupation of the Tenant where that injury arises or has arisen as a result of the negligence of, or as a result of the creation of some dangerous thing, or state of affairs by the Tenant, or by any clerk, servant, licensee, invitee, workman, employee, agent, customer or visitor of the Tenant and whether the existence of those dangerous thing or dangerous state of affairs was or ought to have been known to the Landlord or not;
- (b) as a result of any local government or other planning procedure or requirement after the commencement of this Lease and during any time that the Tenant occupies the premises.

3.29 Right to inspect with future tenants and/or intending purchasers

- (a) To permit the Landlord or the Landlord's agents at all times during the six (6) calendar months immediately preceding the determination of the term granted by this Lease, or any extension of that term, to affix upon any reasonable part of the premises a notice for re-letting the same and during the same six (6) months to permit intending tenants with written authority from the Landlord or the Landlord's agents at reasonable times of the day, upon appointment with the Tenant, to view the premises.
- (b) To permit the Landlord or the Landlord's agents at all times during the term created by this Lease, or any extension of that term, to affix upon any reasonable part of the premises a notice for the sale of the same (or of the building of which the premises forms part), and to permit intending purchasers and others with written authority from the Landlord or the Landlord's agents at reasonable times of the day, upon appointment with the Tenant, to view the premises.

3.30 Interest

To pay to the Landlord interest on any moneys due and unpaid pursuant to this Lease (including rental) at the rate set out in Schedule 1 computed from the date on which that payment became due.

4. Landlord's Covenants

The Landlord covenants with the Tenant:

4.1 Quiet Enjoyment

To grant quiet enjoyment of the premises to the Tenant provided that the Tenant pays the rental and performs and observes all the covenants and conditions contained in this Lease which are to be to be observed and performed by the Tenant.

4.2 Payment of insurance, rates and other outgoings

- (a) To insure all buildings on the site to replacement value against loss by fire, flood, explosion, tempest, damage, accident or any act of God.
- (b) When the Landlord is the proper rateable party it will pay all rates, taxes and charges which may be assessed in respect of the premises or the building of which the premises form part save and except those rates taxes and charges which pursuant to the covenants contained in this Lease are to be paid by the Tenant.

4.3 Maintenance and Repairs

4.3.1 To maintain the roof, floors, walls and main drains of the following buildings which form part of the premises.

<u>Asset ID</u>	<u>Building</u>
108804	Rear kennels/Council day Pound
108805	Isolation
108807	Feed Store/Vet
108803	Front Kennels
108802	Administration/Flat

4.3.2 To meet the costs of cleaning sewerage holding tanks.

4.3.3 To carry out, at the Landlord's cost, any structural repairs or alterations to the premises necessitated by any notice, order or direction referred to in Clause 3.22 or in any case where the Tenant is not responsible for them under the terms of this Lease.

5. General Covenants

5.1 Default

a) If and whenever:

the rent reserved or any part of that rent shall be in arrears for fourteen (14) days although no legal or formal demand has been made for payment of that rent; or

the Tenant being a company shall go or be put into liquidation or shall have a Receiver or Receiver and Manager or an Official Manager appointed; or

the Tenant shall make default in the observance or performance of any of the covenants and conditions contained in this Lease to be observed and performed by the Tenant;

then and in every or any of those cases it shall be lawful for the Landlord (although the Landlord may not have taken advantage of some previous breach or default of a like nature) immediately, or at any time after that breach or default, to determine this Lease upon or at any time after the expiration of fourteen (14) days after the date of service of a notice specifying that default, unless the default has been remedied within that fourteen (14) day period.

The period of fourteen (14) days is fixed as the time within which the Tenant is to remedy any such breach or default if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Landlord for that breach or default.

If after the fourteen (14) day period has expired the default remains, the Landlord may re-enter upon the premises or any part of the premises in the name of the whole of the premises and from that time the term shall absolutely cease and determine.

If after the fourteen (14) day period has expired the default remains, the Landlord may also without notice eject from the premises or any part of the premises all persons without prejudice to any right of action or other remedy of the Landlord in respect of any breach of covenant on the part of the Tenant.

If after the fourteen (14) day period has expired the default remains, the Landlord may remove any goods and chattels in the premises and store the same at the risk and cost of the Tenant and give a good and valid authority for the sale of those goods and chattels for non-payment of storage charges or any payment due under this Lease.

- (i) The non-payment for a period of fourteen (14) days after they become payable of any monies payable by the Tenant pursuant to the terms of this Lease (including the payment of rental and expenses by the Tenant to the Landlord) shall constitute a breach of an essential term of this Lease.
- (ii) In addition to the covenant contained in paragraph (i) above, each covenant contained in clause 3.1; 3.2; 3.3; 3.4; 3.5; 3.9; 3.10; 3.11; 3.12; 3.13; 3.14; 3.17; 3.18; 3.19; 3.20; 3.22; 3.25; 3.26; 3.27; 3.28; and 3.29 are agreed to be essential terms of this Lease.

In respect of the Tenant's obligation to pay rent, the acceptance by the Landlord of arrears or of any late payment of rent shall not constitute a waiver of the essentiality of the Tenant's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Tenant's continuing obligation to pay rent during the term.

The Tenant covenants to compensate the Landlord in respect of any breach of an essential term of this Lease and the Landlord is entitled to recover damages from the Tenant in respect of those breaches. The Landlord's entitlement under this clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including the right to terminate this Lease).

- (i) In the event that the Tenant's conduct (whether acts or omissions) constitutes a repudiation of this Lease (or of the Tenant's obligations under this Lease) or constitutes a breach of any covenants contained in this Lease, the Tenant covenants to compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach.
- (ii) The Landlord shall be entitled to recover damages against the Tenant in respect of repudiation or breach of covenant for the damage suffered by the Landlord during the entire term of this Lease.

The Landlord's entitlement to recover damages shall not be affected or limited by any of the following:

if the Tenant shall abandon or vacate the premises;

if the Landlord shall elect to re-enter or to terminate this Lease;

if the Landlord shall accept the Tenant's repudiation;

if the Tenant's conduct shall constitute a surrender by operation of law.

The Landlord shall be entitled to institute legal proceedings claiming damages against the Tenant in respect of the entire term, including the periods before and after the Tenant has vacated the premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in paragraph (c) of this clause whether the proceedings are instituted either before or after that conduct.

5.2 Damage to the premises

If the premises or any part of the premises shall at any time during the term be damaged or destroyed by an insured event so as to be unfit for occupation and use, and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy moneys refused in consequence of some act or default of the Tenant or the Tenant's servants or agents, the rent reserved or a fair proportion of that rent according to the nature and extent of the damage sustained shall be suspended until the premises shall be again rendered fit for occupation and use.

In the case of any disagreement between the parties in relation to this clause it shall be resolved in accordance with the dispute resolution provisions contained in this Lease.

5.3 Overholding

If the Tenant shall continue in occupation of the premises after the expiration of the term the Tenant shall be deemed to be a tenant from month to month (or for such other period as is stipulated in the Schedule) to the Landlord upon the like terms and conditions as are contained in this Lease as far as those terms and conditions are applicable to that tenancy, at a monthly rental proportionate to the rent payable by the Tenant at the expiration of the term, and that tenancy may be determined by one month's notice in writing given at any time (or where another period of tenancy is stipulated in the Schedule, by a period of prior notice as is equal to the other period).

5.4 Landlord not liable

The Landlord shall not be responsible or liable to the Tenant or any person claiming under or through the Tenant (whether by way of compensation or reduction in rent or otherwise) for any loss, damage or injury to the goods, property, effects, business or person of the Tenant caused by a flow of water, moisture or liquid through the bursting of or any defect in or overflow from any pipe or from the lavatories, closets, basins, receptacles, roof, walls or drains of the premises or of the building of which the premises form part of or for any failure breakdown or mishap involving any lift, stairs, passages, airconditioning, lavatories, conveniences or parking space in that building.

5.5 Notices

Any notice required to be served under this Lease shall (but without prejudice to any other mode of service constituting good service at law) be sufficiently served on the Tenant if forwarded by prepaid post addressed to the Tenant at the premises, left for the Tenant at that address, or served on Tenant's solicitors and on the Landlord if forwarded by prepaid post to the Landlord's address appearing in this Lease or left for the Landlord at that address and any such notice if so posted shall be deemed served on the third day following the date of posting.

5.6 Dispute resolution

- (a) Subject to sub-clause (b) of this clause, if any dispute arises between the parties to this Lease then the parties shall use all reasonable endeavours to settle the matter in dispute within fourteen (14) working days of both parties becoming aware of the dispute. For the purposes of this clause to assist in resolving any dispute it shall be discussed by the parties and failing satisfactory resolution then the dispute shall be referred to mediation by a Law Society of Tasmania approved mediator agreed by the parties, or failing agreement, appointed by the President of the Society at the request

of one of the parties. Mediation shall be a pre-condition to the parties rights to seek remedies in the courts.

- (b) All disputes with respect to rental shall be determined in accordance with clause 3.1 and 3.2 of this Lease.

5.7 Severance

The covenants contained in this Lease shall be construed as subject to the provisions of the Trade Practices Act 1974 as amended. Insofar as any covenant or part of any covenant would be rendered void or voidable or unenforceable by that Act or by any other provision or rule of law, then that covenant or part of the covenant shall be severed from the balance of this Lease without affecting the validity of the remaining provisions which shall remain of full force and effect.

Schedule 1: Agreement Details

1. Name Of Landlord:

LAUNCESTON CITY COUNCIL A.B.N. 73 149 070 625 of St John Street,
Launceston in Tasmania

2. Present Address Of Landlord:

Town Hall, St John Street, Launceston in Tasmania.

3. Name Of Tenant:

Royal Society for the Prevention of Cruelty to Animals (Tasmania) Inc. A.B.N.
71 723 781

4. Present Address Of Tenant:

63 Remount Road, Launceston in Tasmania.

5. Premises:

63 Remount Road, Launceston in Tasmania as outlined on the Plan annexed
hereto.

6. Term:

Until 31 July 2011

7. Commencing Date:

1 August 2007

8. Rental:

\$25.00 per annum (exclusive of GST) plus any outgoings set out in this lease.

In addition to the above amount, the tenant shall pay to the landlord, in advance each quarter, an amount which reasonably represents one twelfth of the annual outgoings for which the tenant is liable pursuant to item 13 of this schedule, and within thirty (30) days of the expiration of each period ending 30th June each year or at the termination date there shall be an accounting and the tenant shall account to the landlord for any deficiency or the landlord shall account to the tenant for any surplus.

9. Payable:

Monthly by automatic bank transfer or as otherwise required by the landlord the first of such monthly payments to be made on the 1st day of August 2007.

10. Rent Review Period:

Each twelve (12) months with the first adjustment due as at the 1st day of July 2008.

11. Purpose For Which Premises Are To Be Used:

A dog's home, boarding kennels for dogs and cats, sale and rehoming of stray animals that come under the care of the R.S.P.C.A or Launceston City Council and R.S.P.C.A Headquarters.

12. Chattels:

Not applicable.

13. Tenant's Apportionment of Outgoings:

The Tenant shall reimburse the Landlord on the basis set out in clause 3.3 for the expenditure incurred by the Landlord in connection with the operation of the property of which the Premises form part namely:-

(a) Building Insurance;

Payment of the relevant increment of all annual outgoings (or estimates thereof if final actual figures are not then available) shall be due and payable at the same time and place as the rental is required to be paid under 9 above.

14. Landlord's Outgoings Not Reimbursable By Tenant:

As per Schedule 4.

15. Interest Rate:

A rate that is three per cent (3%) above the rate charged by Perpetual Trustees Tasmania Limited on variable rate first mortgages from time to time. A letter from the Manager of Perpetual Trustees Tasmania Limited in Hobart shall be final and conclusive evidence of the applicable rate.

16. Trading Hours Of The Premises:

The tenant can trade:-

(a) Not less than six (6) hours per day;

(b) Not less than six (6) days per week;

- (c) Saturday and Sunday each week;
- (d) No less than fifty (50) weeks each year;
- (e) Opening hours shall be consistent and the Tenant shall display weekly opening hours in a prominent place;

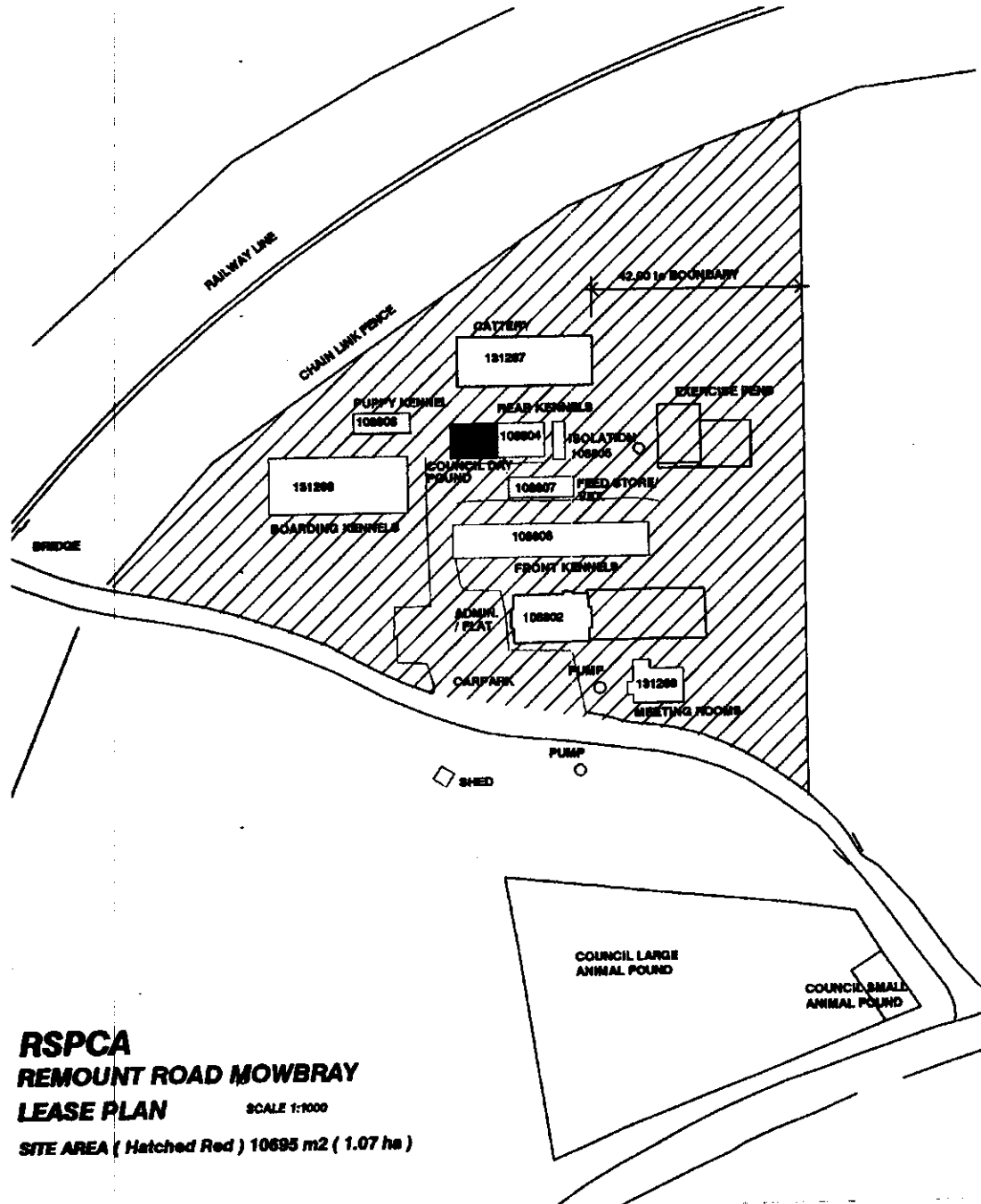
subject to any Acts or Regulations in effect from time to time.

17. Date Of This Lease

This Lease is made on the day of 2007

Schedule 2: Property Description and Plan

The Property known as R.S.P.C.A Headquarters and Council Pound located at 63 Remount Road, Launceston. The site and buildings are depicted below.



Schedule 3

(a) Building Details

Administration Offices and Flat

Asset ID 108802

Gross Building Area = 130.00m²

Meeting Room Complex

Asset ID 131266

Gross Building Area = 61.60m²

Timber Deck = 26.80m²

Front Kennels

Asset ID 108803

Gross Building Area = 267.23m² (2 Kennel Complexes)

Veterinarian's Room and Feed Store Complex

Asset ID 108807

Gross Building Area = 53.30m² (Main Building)

2 cliplock sheds Each 3.30m²

Rear Kennels

Asset ID 108804

Gross Building Area = RSPCA occupied 64.86m²

LCC Day Pound 65.55m²

Isolation Building

Asset ID 108805

Gross Building Area = 18.40m²

Exercise Pens No.1

Pens = 82.1 lineal metres

Concrete Path = 9.24m²

Cattery

Asset ID 131267

Gross Building Area = 166.00m²

Concrete Terraces = 108.00m²

Puppy Kennels

Asset ID 108806

Gross Building Areas = 24.00m² Enclosed Section
 22.47m² Open Section

Boarding Kennels

Asset ID 131268

Gross Building Areas = 244.00m² Kennels

66.59m² Enclosed and Roofed Yard Areas

Exercise Pens No.2

Pens = 54 lineal metres

(b) Landlord and Tenant Responsibility Assignment

LOCATION	ELEMENT		LANDLORD	TENANT
Car Park	Gravel			C M & R
	Grated pit covers			C M & R
	Manhole covers/lids			C M & R
	Underground foul water conduits		R	C M
	Underground stormwater conduits		R	C M
	External light fittings			C M & R
	Concrete footpaths			C M & R
	Steps & handrails			C M & R
	External plantings			C M & R
	Grassed areas			C M & R
	Signage			C M & R
Admin office & Caretaker's flat Asset No 108802	Structural maintenance		R	C M
	Structural repair or replacement		R	C M
	Roof coverings , gutters & downpipes			C M & R
	External painting/finishes			C M & R
	Fixed external lighting			C M & R
	External electric Mains Distribution Board		R	C M

LOCATION	ELEMENT		LANDLORD	TENANT
	Garden shed			C M & R
	Rotary clothesline			C M & R
<i>Reception Area</i>	Wall & ceiling decorations			C M & R
	Vinyl flooring		R	C M
	Doors & locks		R	C M
	Glazing to doors			C M & R
	Fixed light fittings			C M & R
	Counter/desk			C M & R
	GPO outlets		R	C M
	'L' shaped worktop/shelf			
	Ceiling exhaust fan		R	C M
<i>Photocopier Room</i>	Wall & ceiling decorations			C M & R
	Carpet flooring		R	C M
	Doors & locks		R	C M
	Glazing to doors			C M & R
	Fixed light fittings			C M & R
	GPO outlets		R	C M
	Vertical window blinds			
	Loose cupboard		R	C M
<i>Cribroom area & WC</i>	Sink & bench unit		R	C M
	Wall & ceiling decorations			C M & R
	vinyl flooring		R	C M
	Doors & locks		R	C M
	Fixed light fittings			C M & R
	GPO outlets		R	C M
	Window exhaust fan		R	C M
	Paper towel dispenser			C M & R
	Soap dispenser			C M & R
	Mirror			C M & R
	Toilet paper dispenser			C M & R
<i>Sales area</i>	Wall & ceiling decorations			C M & R
	vinyl flooring			C M & R

LOCATION	ELEMENT		LANDLORD	TENANT
	Doors & locks		R	CM
	'L' shaped bench units			CM & R
	Fixed light fittings			CM & R
	Counter/desk			CM & R
	GPO outlets		R	CM
	Ceiling exhaust fan		R	CM
	Pegboard wall display			CM & R
	Loose shelving unit			CM & R
	Window vertical blinds			CM & R
<i>Office No 1</i>	Wall & ceiling decorations			CM & R
	Carpet flooring			CM & R
	Doors & locks		R	CM
	Glazing to windows			CM & R
	Fixed light fittings			CM & R
	Window blinds			CM & R
	GPO outlets		R	CM
	Loose shelving unit			CM & R
<i>Office No 2</i>	Wall & ceiling decorations			CM & R
	Carpet flooring			CM & R
	Doors & locks		R	CM
	Glazing to windows			CM & R
	Fixed light fittings			CM & R
	Window blinds			CM & R
	GPO outlets		R	CM
<i>Flat Accommodation Kitchen/Dining Area</i>	Sink, benches & worktops			CM & R
	Hot water cylinder		R	CM
	Ceiling exhaust fans			CM & R
	Simpson 540 electric stove		R	CM
	Robe divider unit		R	CM
	GPO outlets		R	CM
	Towel rail			CM & R
	Window glass			CM & R
	Vertical window blinds			CM & R

LOCATION	ELEMENT		LANDLORD	TENANT
	Flyscreens			CM & R
	Carpet flooring			CM & R
<i>Lounge Area</i>				
	Wall & ceiling decorations			CM & R
	Carpet flooring			CM & R
	Doors & locks		R	CM
	Glazing to windows			CM & R
	Fixed light fittings			CM & R
	Window blinds			CM & R
	IXL wall heater		R	CM
	Flyscreens			CM & R
	GPO outlets		R	CM
<i>WC & bathroom area</i>	Wall & ceiling decorations			
	Vinyl flooring		R	CM
	Doors & locks		R	CM
	Wash tub			CM & R
	Towel rail			CM & R
	Sanitary goods		R	CM
	Hot water cylinder		R	CM
	Window glazing			CM & R
	Shower & glass			CM & R
	Window flyscreens			CM & R
	Window exhaust fan			CM & R
	Electric bar wall heater			CM & R
	GPO outlets		R	CM
	WHB & base cupboard unit			CM & R
	Ceiling exhaust fan		R	CM
<i>Bedroom 1</i>	Wall & ceiling decorations			CM & R
	Carpet flooring			CM & R
	Doors & locks		R	CM
	Window glazing			CM & R
	Fixed lighting			CM & R
	GPO outlets		R	CM

LOCATION	ELEMENT		LANDLORD	TENANT
	Window blinds			CM & R
	Window flyscreens			CM & R
Bedroom 2	Wall & ceiling decorations			CM & R
	Carpet flooring			CM & R
	Doors & locks		R	CM
	Window glazing			CM & R
	Fixed lighting			CM & R
	GPO outlets		R	CM
	Window blinds			CM & R
	Window flyscreens			CM & R
Front Kennels Asset No 108803				
	Structural maintenance			CM & R
	Structural repair or replacement			CM & R
	Roof coverings , gutters & downpipes			CM & R
	Concrete paths			CM & R
	Steps & handrails			CM & R
	Fixed external lighting			CM & R
	External roller sun blinds			CM & R
	External wall finishes			CM & R
	Grated drain covers			CM & R
	Fixed internal lighting			CM & R
	Doors & locks			CM & R
	Water reticulation			CM & R
Feed store & vets. Asset No 108807				
	Structural maintenance			CM & R
	Structural repair or replacement			CM & R
	Roof coverings , gutters & downpipes			CM & R
	External wall finishes			CM & R
	Bath on steel frame			CM & R
	Hot water cylinder			CM & R
	Sink unit			CM & R
	Loose shelving/racks			CM & R

LOCATION	ELEMENT		LANDLORD	TENANT
	Shower cubicle			CM & R
	Shower seating			CM & R
	Sanitary goods			CM & R
	Ceramic tiled flooring			CM & R
	Window glass			CM & R
	Doors & locks			CM & R
	Fixed external lighting			CM & R
	Fixed internal lighting			CM & R
	Grated drain covers			CM & R
	Water reticulation			CM & R
	Concrete paths			CM & R
	Steps & handrails			CM & R
	2 zincalume sheds			CM & R
Rear Kennels Council day pens Asset No 108804	Structural maintenance		R	CM
	Structural repair or replacement		R	CM
	Roof coverings , gutters & downpipes		R	CM
	External wall finishes		R	CM
	Doors & locks		R	CM
	Fixed external lighting		R	CM
	Loose shelving/racks		R	CM
	Grated drain covers		R	CM
	Water reticulation		R	CM
	Concrete paths		R	CM
	Steps & handrails		R	CM
Cattery Asset No 131267	Structural maintenance			CM & R
	Structural repair or replacement			CM & R
	Roof coverings , gutters & downpipes			CM & R
	Internal divisions/partitions			CM & R
	Wash tub			CM & R
	Hot water cylinder			CM & R
	Sink & base unit			CM & R

LOCATION	ELEMENT		LANDLORD	TENANT
	Loose shelving/racks			CM & R
	Roof rotary vents			CM & R
	Window glass			CM & R
	Doors & locks			CM & R
	Fixed external lighting			CM & R
	Fixed internal lighting			CM & R
	Grated drain covers			CM & R
	Water reticulation			CM & R
	Concrete paths			CM & R
	Steps & handrails			CM & R
	Rotary clothesline			CM & R
	External wall finishes			CM & R
	External ceiling finishes			CM & R
	Elec sub-board			CM & R
<i>Puppy Kennels Asset No 108806</i>				
	Structural maintenance			CM & R
	Structural repair or replacement			CM & R
	Roof coverings , gutters & downpipes			CM & R
	External wall finishes			CM & R
	Internal divisions/partitions			CM & R
	Shade cloth roof areas			CM & R
	Fixed external lighting			CM & R
	Fixed internal lighting			CM & R
	Grated drain covers			CM & R
	Water reticulation			CM & R
	Concrete paths			CM & R
	Steps & handrails			CM & R
<i>Boarding Kennel Asset No 131268</i>				
	Structural repair or replacement			CM & R
	Roof coverings , gutters & downpipes			CM & R
	External ceiling soffites			CM & R
	Internal divisions/partitions			CM & R
	Wash tub			CM & R

LOCATION	ELEMENT		LANDLORD	TENANT
	Hot water cylinder			CM & R
	Sink & base unit			CM & R
	Loose shelving/racks			CM & R
	Roof rotary vents			CM & R
	Window glass			CM & R
	Doors & locks			CM & R
	Fixed external lighting			CM & R
	Fixed internal lighting			CM & R
	Grated drain covers			CM & R
	Water reticulation			CM & R
	Concrete paths			CM & R
	Steps & handrails			CM & R
	Rotary clothesline			CM & R
	External wall finishes			CM & R
	External ceiling finishes			CM & R
Elec sub-board (IP56)			CM & R	
Meeting Rooms/access toilet Asset No 131266				
	Structural maintenance			CM & R
	Structural repair or replacement			CM & R
	Roof coverings , gutters & downpipes			CM & R
	Carpet flooring			CM & R
	Ceramic tile flooring			CM & R
	Sanitary goods			CM & R
	Water boiler			CM & R
	Internal partitions			CM & R
	Hot water cylinder			CM & R
	Sink & base unit			CM & R
	Window flyscreens			CM & R
	Window glass			CM & R
	Doors & locks			CM & R
	Fixed external lighting			CM & R
	Fixed internal lighting			CM & R
	Water reticulation			CM & R
	Concrete paths			CM & R
Steps & handrails			CM & R	

LOCATION	ELEMENT		LANDLORD	TENANT
	Water reticulation			C M & R
	Timber ramps/handrails			C M & R
	Water reticulation			C M & R
General	Fire extinguishers			C M & R
	Water pressure pump			C M & R
	Boundary fences/gates			C M & R
	Signage			C M & R
Exercise Pens	Fences & gates			C M & R
	Locks & chains			C M & R
	Water reticulation			C M & R
Day Pens	3 day pens front of office		C M & R	
Garden Shed	Galvanised		C M & R	
Security System	Detectors & all associated equipment & accessories			C M & R
Telephone System	Supply cables & distribution box			C M & R
	Handsets			C M & R
Electrical supply service	Supply cables & fittings from Mains Distribution Board			C M & R
	Sub-Boards/cabinets			C M & R
Water supply services	Underground supply pipework & fittings from water			C M & R

Cleaning C

Maintenance (including Servicing) M

Replacement R

Element - General description of type of asset

(N/A - not applicable to this area of the facility)

Schedule 4: Rental Calculations

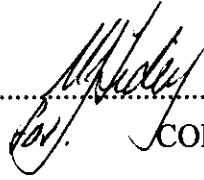
	Per Annum	Per Week
Rent	27928	
Add Rates (AAV \$27928)		
General (8.316 cents in \$)	Exempt charity organisation	
Sewer (3.802 cents in \$)	1061.82	
Water (1.14 cents in \$)	318.38	
Connection (25 mm)	125.00	
Waste Management		
	1505.20	
Gross Rent	29433.20	
Less Allowances	(29408.20)	
Adjusted Gross Rent	25	
Add GST		

Note:

The AAV (assessed annual value) has been based on an apportionment provided by the Government Valuation Service. The inclusion of rates amount does not effect the amount of the gross rent which has been negotiated between the parties. The base rent has been calculated by deducting the rates from the gross rent. Calculations prepared at the time of the negotiation of the agreement suggest a commercial rent of \$-- (plus rates and taxes) could be appropriate for the property.

IN WITNESS whereof this Agreement has been executed the day and year first hereinbefore written.

SIGNED on behalf of the LAUNCESTON CITY COUNCIL by Corporate Secretary MARTIN REYNOLDS and IAN ABERNETHY Director, Development Services pursuant to delegated power for and on behalf of the LAUNCESTON CITY COUNCIL in the presence of:

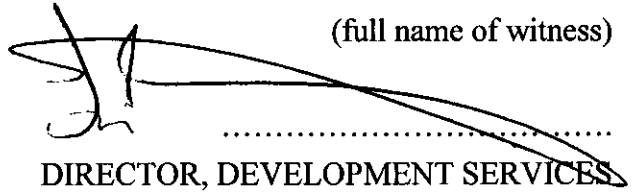


.....
CORPORATE SECRETARY



.....
WITNESS

MELANIE CRIFFITH
.....
(full name of witness)



.....
DIRECTOR, DEVELOPMENT SERVICES



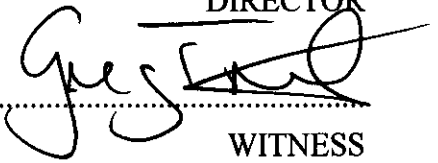
.....
WITNESS

SONYA NARELLE JACK
.....
(full name of witness)

SIGNED by RICK BUTLER
the DIRECTOR of RSPCA in the presence of



.....
DIRECTOR



.....
WITNESS

Greg Medinnick
.....
(full name of witness)

In Witness whereof the parties hereto have executed these present the day and year first hereinbefore written

Memorandum of Understanding

This is a Memorandum of Understanding between the Launceston City Council and the Royal Society for the Prevention of Cruelty to Animals (R.S.P.C.A) Tasmania Inc. and is an appendix to the lease for the Council property at 63 Remount Road.

1. The Agreement is made on 1st August 2007 and is for a period of 4 years.
2. This Agreement will be reviewed and may be amended with agreement by both parties 12 months prior to the expiry of the MOU.
3. All charges and fees mentioned in this agreement are detailed in the Schedule of Fees and Charges appended to this agreement which may be amended during the term of this agreement.

This Memorandum of Understanding is to form the basis of an ongoing relationship between Launceston City Council and the Royal Society for the Prevention for Cruelty to Animals (R.S.P.C.A) (Tasmania) inc. relating to the operation of the Launceston City Council Dog Pound.

Nothing in this Memorandum of Understanding will affect the legislative responsibilities of either party to this agreement.

GENERAL GUIDELINES

Rent Remittal

The Lease is entered into on a commercial basis. The Launceston City Council may chose to remit the rent payable or part thereof.

Master Plan

There will be no capital expenditure relating to the site, by either party to the Memorandum of Understanding unless by negotiation,

Disease Management Plan

A Disease Management Plan will be maintained and updated after consultation between the parties to this Memorandum of Understanding. The Plan will form part of the operating guidelines for the Council Pound.

OPERATING GUIDELINES

The Launceston City Council Pound is to be run according to the following guidelines. Some of these guidelines are based on provisions of the *Dog Control Act 2000* which gives Local Government responsibility for dog management and control.

Identified Dogs

If a dog is impounded and its owner is identifiable the owner is to be notified in writing that the dog has been seized and detained and the owner may reclaim the dog. The RSPCA is to notify the owner using Form A. The notice is to be sent within one working day from the date of impounding,

If after 5 working days after the notice has been sent the owner does not reclaim the dog, the dog will become the property of the RSPCA. If the dog is subsequently sold all proceeds belong to the RSPCA. If the dog is subsequently euthanased the RSPCA is responsible for the cost.

Unidentified Dogs

If a dog is impounded and its owner is unidentified after three working days the dog will become the property of the RSPCA. If the dog is subsequently sold all proceeds belong to the RSPCA. If the dog is subsequently euthanased the RSPCA is responsible for the cost.

All reasonable efforts are to be made to identify the owner.

Release of Dogs

No dog shall be released to its owner until

- The owner produces evidence of ownership (Council registration papers and photo identification) and/or an affidavit of ownership.
- The person claiming the dog as their own registers the dog after showing photo identification and pays the appropriate registration fee. If the dog resides outside the Launceston Municipal Area the person claiming the dog is to forward proof of registration prior to release.
- A registered owner must be 18 years of age.
- The owner must pay all fees relating to the seizure and detention of the dog as detailed in the Schedule of Fees and Charges.

No registration fees shall be remitted without consultation with the Environmental Services – Team Leader. The RSPCA acknowledges that it has no right or power to remit charges set by Council.

Financial Contribution

Launceston City Council will pay \$55,000 per annum paid monthly in arrears to the RSPCA to operate the pound. This fee is to include coverage of wages and the cost of maintenance and euthanasia for dogs detained in Council's Pound.

The actual cost of maintenance and impounding will be offset by the monies paid by dog owners upon collection of their dog. The RSPCA are to retain these monies and they shall be expended by the RSPCA on the provision of shelter, food and water for the dogs and, cleaning materials for the premises.

Stray Dogs Handed in by Members of the Public

As the operator of the Council pound the RSPCA is authorised to accept on Council's behalf strays found in the Launceston Municipal Area. The

procedures as outlined above for identified and unidentified dogs must be followed.

If an owner wishes to surrender ownership of their dog that is a matter for the RSPCA and not a matter for the Council pound. Launceston City Council will not pay any costs associated with the keeping of these dogs.

Record Keeping

For all dogs impounded the following information shall be kept

Breed /Colour /Sex /Coat Length /Age

Registration Tag Number (if any)

Location collected from e.g Margaret Street

Time impounded

Person impounding

Number of days impounded for

Attempts made to contact or identify owner

Name/Address/Phone Number of person claiming dog

Date became property of RSCPA (if applicable)

Date vet contacted regarding euthanasia

Date of euthanasia

Launceston City Council will provide a Pound Register for the recording of this information.

The RSPCA will provide a quarterly report to the Launceston City Council detailing the number of dogs impounded, number of days impounded for, number of dogs which were collected and number which became the property of the RSPCA and number of dogs euthanased.

Dog Registrations

The RSPCA will register dogs on behalf of the Launceston City Council using the forms as provided. The fees will be charged as per the Schedule of Fees and Charges (as amended annually). The details of dogs registered and the registration fees will be forwarded to the Council for inclusion in Council's records.

Launceston City Council will provide the RSPCA with copies of records showing current registrations details, including dog registration tag numbers and owner details.

Veterinary Care

Launceston City Council is not responsible for the collection of sick or injured animals but if an animal control officer impounds a dog and believes it may need veterinary care the officer is to request the RSPCA to assess the animal (Form B). The RSPCA will seek veterinary care if necessary. This process will be duly recorded on Form B.

Under Section 74 of the *Dog Control Act 2000* the RSPCA is to recoup costs incurred for veterinary treatment from the owner of the dog. If an owner can not be identified the cost will become the responsibility of Launceston City Council. The RSPCA will recoup the costs of veterinary treatment from the owner of a claimed dog.

Veterinary care will be capped at \$100

Euthanasia of Dogs which Pose a Threat

If an assessment of a dog by the RSPCA reveals that the dog is suffering from a contagious disease and poses a threat to the Pound's dog population that dog may be euthanased. Except under extreme circumstances, the timeframes for identified or unidentified dogs must be followed.

After Hours Access

Launceston City Council Animal Control Officers will have access to the Pound after hours.

A minimum of 3 pens in the Council pound must be left vacant, clean and equipped with a bed bowl and blanket after hours.

The gate to the pound is to remain shut and padlocked at all times.

Legal Proceedings

The RSPCA will maintain dogs impounded by the Launceston City Council that are subject to court proceedings until such time that Launceston City Council permit them to be reclaimed by the owner or surrenders them to the RSPCA.

The RSPCA will provide the Launceston City Council with an invoice for maintenance and charges as per the Schedule of Fees at end of the legal proceedings. An interim invoice will be provided prior to any court hearing date.

The Launceston City Council will inform the RSPCA of the relevant circumstances of the case that may be pertinent to the care of the dog or the safety of the RSPCA staff.

The Launceston City Council will update the RSPCA on the progress of the case.

The Launceston City Council will make payment to the RSPCA for daily maintenance as per the Schedule of Fees and Charges, and

Recover such costs from the owner

Pound Infrastructure and Maintenance

Launceston City Council will undertake an audit of their facilities annually and undertake any maintenance and repairs relating to the infrastructure.

SCHEDULE OF FEES AND CHARGES (2007/2008)

Dog Registrations	Microchipped	Not Microchipped
Whole Dog	\$35.00	\$45.00
Purebred with papers*	\$21.50	\$28.50
Working Dog*	\$21.50	\$28.50
Greyhound*	\$21.50	\$28.50
Sterilised Dog*	\$13.50	\$17.00
Pensioner (one dog only)*	\$6.50	\$8.00
Declared Dangerous Dog**	\$330	NA
Dog Registrations paid from July (excluding new registrations)		
Whole dog*	\$42.50	\$57.00
Purebred with papers*	\$26.50	\$35.00
Working Dog*	\$26.50	\$35.00
Greyhound*	\$26.50	\$35.00
Sterilised Dog*	\$15.50	\$20.50
Pensioner (one dog only)*	\$9.00	\$11.50
Declared Dangerous Dog**	\$360.00	NA
* Evidence to be provided		
** Declared Dangerous dog signs and collar to be purchased from Council in addition to registration fee. Need to be microchipped by law		
From January to June new Registrations will be charged half price – apart from Declared Dangerous Dogs		
Impounding Fee – first time***	\$16.50	
Second and subsequent impounding***	\$27.50	
Daily Maintenance fee for impounded dogs***	\$18.10	
***These fees are GST inclusive.		
Veterinary Care (pain relief)	Actual cost to a cap of \$100	

The RSPCA has no right or power to vary or remit these fees and charges.

This Schedule is subject to review by Council. Changes will be notified in writing.

Form A

TASMANIA

DOG CONTROL ACT 2000

NOTICE OF SEIZURE AND DETENTION OF REGISTERED DOG

To Name

Address

.....

TAKE NOTICE that a registered dog of which you are the owner has been seized at

..... On

Pursuant to the powers conferred by the Dog Control Act 2000 and is being held at the City Pound, R.S.P.C.A Headquarters, Remount Road.

The dog is a(breed/colour)

The dog's registration disc number is

If you do not claim the dog within 5 working days after the giving of this notice, under section 35(2) of the Dog Control Act 2000 the dog may be destroyed, sold, or otherwise disposed of pursuant to that Act.

.....

For the RSPCA on behalf of the
Launceston City Council

Form B Health assessment of dog

I Animal Control Officer for
Launceston City Council

request the Royal Society for the Prevention for Cruelty to Animals
(R.S.P.C.A) Tasmania Inc. Northern Division to assess the health of a

.....(breed/colour/age)

as impounded by me this day of 2001

and to take any necessary action.

Signed

Animal Control Officer
Launceston City Council

RSPCA health assessment of dog and subsequent result

I officer for the RSPCA assessed the
health of a(breed/colour/age) after
a request from an animal control officer for the Launceston City Council.

I found the dog to be

In need of veterinary care and contacted a vet

In good health

Brief Description of Dogs Condition

Signed

for the RSPCA