

REGULATIONS 1979, No. 32*

Regulations under the *Local Government Act*

I, JOHN ARMSTRONG ENGLAND, the Administrator of the Northern Territory of Australia, acting with the advice of the Executive Council, hereby make the following Regulations under the *Local Government Act*.

Dated this twelfth day of November, 1979.

J. A. ENGLAND
Administrator

AMENDMENTS OF THE LOCAL GOVERNMENT REGULATIONS

1. Regulation 3 of the Local Government Regulations is repealed. Repeal of regulation 3
2. Regulation 5 of the Local Government Regulations is amended by omitting sub-regulation (1). Interpretation
3. Regulation 6 of the Local Government Regulations is repealed. Repeal of regulation 6
4. Regulation 29 of the Local Government Regulations is amended by omitting sub-regulation (3). Writing off of deficient moneys
5. Regulation 55 of the Local Government Regulations is amended by inserting after "council" (first occurring) the word "shall". Loans register
6. Regulation 58 of the Local Government Regulations is repealed and the following regulation substituted:
 "58. A council shall cause a register to be kept known as the 'Postage and Stamps Book', in which particulars of postage charges incurred by the council and duty or other stamps purchased and used shall be entered." Postage and Stamps Book
7. Regulation 67(2) of the Local Government Regulations is amended by omitting paragraph (d). Destruction, theft, &c.
8. Regulation 68 of the Local Government Regulations is amended by omitting sub-regulation (2). Writing off deficient property
9. Regulation 69 of the Local Government Regulations is amended by omitting sub-regulation (2). Disposal of obsolete property
10. The Local Government Regulations are amended by adding at the end thereof the following regulation:

*Notified in the *Northern Territory Government Gazette* on 23 November, 1979.

Leases

"85. For the purposes of section 339B(1) of the Act, Form 18 is the prescribed form of lease."

Form 18

11. The Schedule to the Local Government Regulations is amended by adding at the end thereof the following form:

"Form 18

Regulation 85

REGISTER BOOK

Volume Folio

.....
Deputy Registrar-GeneralTHE NORTHERN TERRITORY OF AUSTRALIA
LOCAL GOVERNMENT LEASE No.

LEASE granted pursuant to section 339B(1) of the *Local Government Act* on 19

WHEREBY the Minister for (hereinafter called 'the lessor') on behalf of the Crown

GRANTS to the Corporation of (hereinafter called 'the lessee') all that land in the Northern Territory of Australia described as—

and coloured pink on the plan annexed hereto (hereinafter called 'the premises') yielding and paying therefor a rent of \$ per year from, 19 until, 19

1. The lessee covenants with the lessor as follows:

- * (a) that the lessee will pay in advance to the lessor in respect of each year of the term of this lease an amount equal to the rent reserved in respect of that year by this lease;
- * (b) that the lessee will not without leave and in accordance with the *Local Government Act* assign or sublet;
- * (c) that the lessee will permit any person authorized by the lessor to enter upon the premises at all reasonable times and in any reasonable manner and—
 - (i) inspect the premises;
 - (ii) supply electricity to the premises; or
 - (iii) do any act required or permitted to be done under the *Supply of Services Act*;
- * (d) that any sublease granted by the lessee shall contain the following covenants by the sublessee:
 - * (i) that the sublessee will, if so required by the lessor or sublessor, fence to the satisfaction of the lessor;
 - * (ii) that the sublessee will not, without the prior written consent of the lessor, erect or permit to be erected any building or structure on the premises;
 - * (iii) that the sublessee will not use the premises or permit the premises to be used for any purpose other than—

- (A)
- (B)
- (C)

and purposes ancillary thereto;

***(iv)** that the sublessee will at all times during the term of this lease maintain and keep in repair all buildings and structures on the premises to the satisfaction of the sublessor;

***(v)** that the sublessee will—

- (A) within
from the commencement of the term of the sublease submit to the lessor plans and specifications for the development of the premises by the erection of buildings or other structures or the carrying out of other works or both, all to the value of not less than \$;

- (B) within
of consent being given by the lessor to the plans and specifications referred to in sub-paragraph (A) of this paragraph, commence the erection of buildings and structures or the carrying out of works or both, as the case may be, in accordance with the plans and specifications referred to in that sub-paragraph; and

- (C) within
of commencement of the erection of the buildings and structures or the carrying out of works, as the case may be, referred to in subparagraph (B) of this paragraph, complete the erection of the buildings or structures or the carrying out of the works or both, as the case may be;

(e) that any sublease granted by the lessee shall contain a covenant that the lessor may exercise any power conferred by the sublease on the lessee under this lease;

(f)
(insert covenants required)

2. The lessor covenants with the lessee:

.....
(insert covenants required)

3. It is agreed as follows:

***(a)** that any power or duty which may be or is required to be exercised or performed by the lessor under this lease or any sublease may be exercised by the Minister for the Territory for the time being administering the *Local Government Act* pursuant to an Administrative Arrangements Order;

***(b)** that subject to the *Local Government Act*, this lease may be forfeited by the lessor for non-compliance with or breach of any covenant or condition contained in this lease;

***(c)** that the lessee shall not be held to be in breach of a covenant contained in this lease to pay rent by reason only of the failure to comply with that covenant for a period of not more than

***(d)** that the forfeiture by the lessor of this lease under paragraph (b) of this clause shall not—

- (i) affect any claim which the lessor may have under this lease in respect of the breach of any covenant or condition of the lease; or
- (ii) entitle the lessee to receive any compensation from the lessor in respect of any buildings or structures on the premises;

***(e)** that the acceptance of rent by the lessor at any time shall not prevent or impede the exercise by the lessor of any powers conferred on him by this lease;

***(f)** that the lessor may, at any time by notice in writing served on the lessee, require the lessee to—

- (i) undertake work specified in the notice within the time so specified in order to maintain and keep in repair the buildings and structures on the premises; or
- (ii) remove, within the time specified, any building or structure so specified;
- *(g) that if the lessee fails to comply with a notice served under paragraph (f) of this clause, the lessor may, with such assistance as he thinks fit, enter upon the premises and undertake the work or remove the buildings or structures, as the case may be, specified in the notice;
- *(h) that all expenses incurred by the lessor in exercising the power conferred on him by paragraph (g) of this clause shall be paid by the lessee to the lessor on demand and, if not so paid shall be, until paid, deemed to be rent payable under this lease and unpaid;
- *(j) that any notice, or other instrument required or permitted to be given to or served upon the lessee under this lease shall be deemed to have been duly given or served if delivered or sent in a prepaid letter addressed to the lessee—
 - (i) at the premises;
 - (ii) at the usual or last-known address of the lessee; or
 - (iii) affixed in a conspicuous position on the premises;
- *(k) that the word 'lessee' includes, unless a contrary intention appears, the successors and assigns of the lessee;
- *(m)
(insert agreements as required)

4.
(insert clauses as required)

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on, 19.....

PLAN REFERRED TO

I certify that this lease is correct for execution.

Surveyor-General

**Delete if inapplicable*.*

Penalties and
formal
amendment

12. The Local Government Regulations are amended by omitting from the regulations specified in Column 1 of the Schedule hereto the matter specified opposite thereto in Column 2 of that Schedule and substituting the matter specified opposite thereto in Column 3 of that Schedule.

SCHEDULE

Regulation 12

Column 1	Column 2	Column 3
Regulation	Omit	Substitute
7(2)(a)	500 dollars	\$2 000
7(2)(b)	1 000 dollars	\$5 000
19(9)	4 dollars	\$4
28(2)(b)	10 dollars	\$50
56	10 dollars	\$50
67(2)	10 dollars	\$50
71	500 dollars	\$500
72(9)(a)	4 dollars	\$20
83(a)	4 dollars	\$10
84	3 000 dollars	\$3 000
<i>The Schedule:</i>	<i>Local</i>	<i>Local</i>
Forms 9, 10,	<i>Government</i>	<i>Government</i>
11, 12, 13, 14,	<i>Ordinance 1954</i>	<i>Act</i>
15, 15A, 15B,	<i>(wherever occurring)</i>	
16 and 17		