



Government of **Western Australia**
Department of **Transport**

2017

THE STATE OF WESTERN AUSTRALIA

AND

XXXX XXXX

MPT TAXI PLATE LEASE

**DEPARTMENT OF TRANSPORT
140 WILLIAM STREET, PERTH WA 6000**

THIS LEASE is made the **XX** day of **XXXX**, 2017

BETWEEN

THE STATE OF WESTERN AUSTRALIA acting through its Department of Transport of 140 William Street, Perth ("the Owner") of the one part

AND

The person, persons or Corporation described in Item 1 of the Schedule hereto ("the Lessee") of the other part

WHEREAS:

- (A) Pursuant to the provisions of section 16(2) of the Act, the Director General issued an invitation to apply to lease taxi plates.
- (B) The Lessee, in response to the Director General's invitation, submitted an application to lease taxi plates, which application was successful.
- (C) The Owner has agreed to lease to the Lessee, and the Lessee has agreed to take on lease, the taxi plates described in Item 2 of the Schedule ("the Taxi Plates") upon and subject to the terms, covenants and conditions hereinafter contained.
- (D) The Lessee is an individual and the Lease is granted on the basis that the Lessee will be the owner and principal driver of the vehicle to be operated as a taxi using the taxi plates ("owner-driver") during the term of this Lease.

OR

- (D) The Lessee is a partnership, the members of which are described in Item 1A of the Schedule (Partnership).
- (E) The Lease is granted on the basis that
 - (i) a member of the Partnership will be the owner and principal driver of the vehicle to be operated as a taxi using the taxi plates ("owner-driver") during the term of this Lease; and
 - (ii) ("original owner-driver") will be the owner-driver unless and until another owner-driver is approved in writing by the Director General.

OR

- (D) The Lessee is a corporation, the directors, other persons concerned in the management of the Lessee and the shareholders of which are described in Item 1A of the Schedule ("Lessee's Interest Holders")
- (E) The Lease is granted on the basis that
- (i) A Lessee's Interest Holder will be the owner and principal driver of the vehicle to be operated as a taxi using the taxi plates ("owner-driver") during the term of this Lease; and.
 - (ii) ("original owner-driver") will be the owner-driver unless and until another owner-driver is approved in writing by the Director General.

NOW THIS LEASE WITNESSES AS FOLLOWS

1. This lease is made subject to the provisions of the *Taxi Act 1994* ("the Act") and the *Taxi Regulations 1995* ("the Regulations") which shall apply to this Lease as if fully set forth herein as terms and conditions thereof.

2. Words, phrases and expressions used in this Lease shall, unless expressly defined in this Lease have the meanings expressly ascribed to them in the Act and the Regulations, as the case may be.

3. In this Lease:

"**GST**" has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

"**Lease Period**" means the period stated in Item 3 of the Schedule beginning on the date set out in Item 4 of the Schedule as the commencement date ("the Commencement Date") and ending on the date set out in Item 5 of the Schedule as the expiry date ("the Expiry Date").

"**Lessee**" includes any person who signs this Lease personally or by an agent, and where the Lessee is comprised of more than one person or body, means all such persons and bodies jointly and each of them severally;

"**Owner**" includes the Owner and its substitutes, successors and assigns;

"**Periodic Payment**" means the consideration for the lease of the Taxi Plates in the amount stated in Item 6 of the Schedule (subject to variation as hereinafter provided) payable by the Lessee to the Owner at the times and in the manner set out in Item 7 of the Schedule, and

includes any variation or amendment thereto determined by the Director General for the time being and from time to time; and

"Taxi Plates" includes any replacement for the Taxi Plates and all accessories and other equipment (if any) the subject of this Lease and, if the Taxi Plates are stolen, lost, destroyed or damaged beyond repair, includes any replacement or substitute Taxi Plates.

4. The Owner leases the Taxi Plates to the Lessee for the Lease Period and the Lessee takes the Taxi Plates on lease for that period for the Periodic Payments and the prescribed annual fee referred to in section 19(1) of the Act, upon and subject to the terms, covenants and conditions set out in this Lease. The Lessee shall have the right to use the Taxi Plates for the Lease Period and shall return the Taxi Plates to the Owner on the Expiry Date. Notwithstanding the grant and taking of this Lease for a fixed Lease Period, the Lessee shall have the right at any time, upon and subject to giving 90 days' notice in writing to the Owner, to surrender the Taxi Plates and terminate this Lease, but without prejudice to the rights and remedies of the Owner in respect of any antecedent breach or default by the Lessee.
5.
 - (a) The Lessee shall pay to the Owner the amount of the Periodic Payments for the Lease Period, together with any applicable GST, at the times and in the manner set out in Item 7 of the Schedule. The Lessee shall also pay to the Owner the amount of any stamp duty, financial institutions duty, fees, outgoings, penalties, fines, demands, charges or costs imposed by any authority on or in connection with this Lease or the Lessee's hiring of the Taxi Plates. The Lessee shall also pay to the Owner the prescribed annual fee for Taxi Plates at the time and in the manner prescribed by the Regulations.
 - (b) On each successive anniversary of the Commencement Date ("Review Date") the Director General shall be entitled (but not obliged) to review and vary the amount of the Periodic Payment to be paid by the Lessee during the ensuing period of 12 months until the next following anniversary of the Commencement Date. The amount of the Periodic Payment payable by the Lessee during that period of 12 months shall be such amount as the Director General shall determine and notify to the Lessee in writing PROVIDED THAT the amount of any increase in the Periodic Payment in respect of any such period shall not exceed 3% or the most recent percentage increase in the maximum taxi plate lease rate chargeable by the owners of taxi plates as determined for the time being by the Director General under section 20 (1) of the Act and regulation 5A of the Regulations (whichever is the greater), of the amount of the Periodic Payment as at the Review Date.

- (c) The amount of the Periodic Payment notified in writing by the Director General to the Lessee under subclause (b) of this clause shall be the Periodic Payment due and payable by the Lessee commencing on the Review Date until the next succeeding anniversary of the Commencement Date, notwithstanding that the Director General's notice aforesaid may be given by the Director General and received by the Lessee on a date after the Review Date. Time shall not be of the essence of this Lease with respect to the Review Date.
6. The Lessee shall:
- (a) keep and maintain the Taxi Plates in first class condition and only use them as they would be used by a careful and prudent owner;
 - (b) not use the Taxi Plates for any illegal or unlawful purpose;
 - (c) report any loss, injury, damage, destruction or theft to or of the Taxi Plates to the Owner immediately such loss, injury, damage, destruction or theft occurs;
 - (d) be fully and vicariously liable and responsible for any breach of or default under this Lease committed by the Lessee's employees, agents or contractors or any person driving or having possession, custody or control of the vehicle operated as a taxi using the Taxi Plates with or without the Lessee's approval or consent;
 - (e) indemnify and keep indemnified the Owner for any loss, injury, damage, costs and expenses (including legal costs) suffered, incurred or sustained by the Owner in consequence or in relation to any breach of or default under this Lease and for any liability arising out of any such breach or default;
 - (f) be fully responsible to the Owner for any loss of or damage to the Taxi Plates, howsoever caused or occasioned.
7. The Owner may retake possession of the Taxi Plates if the Lessee commits any breach or default under any provision of this Lease. In exercising its rights under this clause, the Owner shall be entitled, without incurring any liability or responsibility to anyone in respect thereof, to enter any premises where the Taxi Plates may be located, detach them from any vehicle to which they may be attached or otherwise remove them from any vehicle in which they may be found.
8. The Lessee shall at all times observe, perform and comply with all laws, Acts statutes, legislation, rules, regulations and local laws applicable to the Taxi Plates or the use and possession thereof and the use and operation of the taxi or other vehicle to which they are attached or to which they relate. The Lessee shall obtain and keep in

force throughout the Lease Period all licences, permits, certificates and authorities required by law for the use and operation of the taxi or other vehicle to which the Taxi Plates are affixed or relate. The Lessee shall at all times during the Lease Period observe, perform and comply with the terms, conditions and provisions of all such licences, permits, certificates and authorities. The Lessee shall at all times comply with, or ensure compliance with, all conditions imposed by the Director General for the time being and from time to time on the operation of any taxi using the Taxi Plates under section 20 of the Act, including any variations under section 22 of the Act. A copy of such conditions as at the date of this Lease is contained in Item 8 of the Schedule hereto.

9.
 - (a) On and from the Commencement Date and at the Lessee's own expense, the Owner shall give and the Lessee shall take possession of the Taxi Plates.
 - (b) Notwithstanding subclause (a) hereof, the Lessee must make any arrangements necessary to enable the Lessee to obtain delivery of the Taxi Plates. The Owner will not be liable for any delay in obtaining, or (where delivery is to be made by a third party whether acting as agent of the Lessee or of the Owner or otherwise) refusal of, delivery or for any damage to the Taxi Plates in the course of delivery.
 - (c) The Lessee acknowledges that the Owner has not given any warranty or representation as to the date of delivery of the Taxi Plates and agrees that the Lessee's obligation to make the Periodic Payments and to pay the prescribed annual fee on the due date or dates will not be affected by any delay in delivery howsoever caused, except any delay directly caused by the Owner.
10. The Owner retains full title to the Taxi Plates notwithstanding the delivery of the Taxi Plates to the Lessee, the possession and use of the Taxi Plates by the Lessee and any temporary attachment of the Taxi Plates to any taxi or other vehicle to facilitate use of the Taxi Plates, SUBJECT only to the right of the Lessee to use them as a mere bailee in accordance with and under this Lease. The Taxi Plates may not be purchased from the Owner by the Lessee or any related body corporate or any nominee of the Lessee at any time and the Lessee must not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Taxi Plates and must not conceal or alter the Taxi Plates or make any addition or alteration to, or repair of, the Taxi Plates PROVIDED THAT nothing in this clause shall be taken to prohibit or prevent the Lessee from causing or permitting a person other than the principal driver to drive the vehicle operated as a taxi using the Taxi Plates under a standard taxi industry "shift lease" arrangement.

11. The Lessee must on demand reimburse the Owner for all costs, charges, expenses, fees, disbursements (including legal costs on a solicitor and own client basis) paid or incurred by the Owner of or incidental to:
 - (a) any breach, default or repudiation of this Lease by the Lessee (including the fees of all professional consultants properly incurred by the Owner in consequence of, or in connection with, any such breach, default or repudiation); and
 - (b) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Owner under or by virtue of this Lease, the Act, the Regulations or any other written or unwritten law, including all amounts incurred in repossessing the Taxi Plates from the Lessee under the terms of this Lease or the provisions of the Act or the Regulations, and in enforcing this Lease generally.
12. The Lessee must make all payments due to the Owner free from all deductions, abatements and offsets. Each payment must be made in immediately available funds by 5.00 pm on its due date at the place for payment specified in Item 7 of the Schedule or at such other place as the Owner may from time to time direct in writing. Any payments made in any other way, and any payment sent by mail, will be at the Lessee's risk until it is actually received by the Owner.
13. Without limiting any other right or remedy of the Owner under this Lease or under any written or unwritten law, where any, or any part of any, Periodic Payment or annual fee or other monies payable by the Lessee to the Owner under this Lease, is not paid to the Owner in the manner required on or before its due date for payment, the Lessee shall pay interest to the Owner on the outstanding amount calculated at the rate of 10% per annum for the period for which such outstanding amount is overdue and unpaid. Default interest will accrue on and from the date following the due date for payment of the outstanding amount up to and including the date of its payment, computed on a daily basis for actual days elapsed and compounded on the last day of each month.
14. The Lessee must not make any alteration or addition of any nature to the Taxi Plates.
15. The Lessee shall have no right to an extension of the Lease Period or of holding over after the expiration of the Lease Period.
16. Each of the following events is an event of default, namely:
 - (a) if the Lessee fails to pay a Periodic Payment, the annual fee or other monies payable under this Lease on the due date for payment and such failure continues for more than one day;

- (b) if the Lessee fails to observe, perform or comply with any of the terms, covenants or conditions of this Lease on the part of the Lessee;
- (c) if the Owner ascertains that the Lessee has made any false, inaccurate or misleading statement having a material effect in relation to the making of this Lease or any related or collateral document;
- (d) if an application for the winding up or bankruptcy of the Lessee or any of them or any related body corporate is presented and the Lessee or the related body corporate (as the case may be) cannot within 10 days reasonably satisfy the Owner that the application is frivolous or vexatious or an order is made, or any resolution is passed for the winding up of the Lessee or any related body corporate PROVIDED ALWAYS that it will not be an event of default where the winding up of the Lessee or the related body corporate (as the case may be) is for the purpose of reconstruction or amalgamation and has the Owner's prior written consent (which consent will not be unreasonably withheld);
- (e) if a receiver or receiver/manager or provisional liquidator of the undertaking or any part of the undertaking of the Lessee or any related body corporate is appointed;
- (f) if any execution or other process of any court or authority is issued against or levied upon the Taxi Plates or if any such execution or other process is issued against any other property of the Lessee or any related body corporate and is not discharged or a stay of execution is not obtained within 30 days or, a stay of execution having been so obtained, the execution or process is not discharged within 10 weeks after the issue or levy of the execution or process, as the case may be;
- (g) if without the Owner's prior written consent the Lessee or any related body corporate suspends payment generally or ceases to carry on its business or is unable to pay its debts within the meaning of section 460 of the Corporations Law;
- (h) if without the Owner's prior written consent the Lessee or any related body corporate enters into any arrangement, reconstruction or composition with its creditors or any of them;
- (i) if the Lessee or any related body corporate appoints an administrator to the Lessee or the related body corporate, or begins any process in order to do so or if an inspector is appointed to investigate its affairs;
- (j) if without the Owner's prior written consent effective control of

the Lessee is altered to any material extent from that subsisting at the date of this Lease. For the purposes of this clause, "effective control" of the Lessee means -

- (i) control of the composition of the board of directors of the Lessee;
 - (ii) control of more than half of the voting power of the Lessee; or
 - (iii) control of more than half of the issued share capital of the Lessee excluding any part of it which carries no right to participate beyond a specified amount in the distribution of either profit or capital;
- (k) if the Taxi Plates are abandoned or condemned or are seized or appropriated by any lawful authority and not released within 21 days or are attached, sequestered, impounded or restrained upon and not released within 21 days;
- (l) if the Lessee commits a breach of or default under any provision of the Act or the Regulations or commits any offence thereunder.
- (m) if the owner-driver ceases to be the owner and the principal driver of the vehicle operated as a taxi using the Taxi Plates
- (n) if the owner-driver or a member of a Partnership or a Lessee's Interest Holder becomes the owner of taxi plates or holds an interest in the ownership of taxi plates.
- (o) if the Lessee is a corporation and a Lessee's Interest Holder (other than the original owner-driver) is not related to the original owner-driver, other than by ceasing to be the spouse or de-facto partner of the original owner-driver.
- (p) if the Lessee, a member of a Partnership or a Lessee's Interest Holder becomes the lessee of another taxi plate.
- (q) if
- (i) the owner-driver's drivers licence is suspended for more than 120 days or is cancelled; or
 - (ii) the endorsement on the owner-driver's drivers licence under the Road Traffic (Authorisation to Drive) Regulations 2008 of extension T (which authorises the holder to drive a motor vehicle when it is being used for the purpose of carrying passengers for reward) lapses, is suspended for more than 120 days or is cancelled.

- 16A Despite paragraph (m) of clause 16, an owner-driver (“current owner-driver”) may cease to be the owner and the principal driver of the vehicle operated as a taxi using the Taxi Plates if and when;
- (i) the Owner consents in writing to a specified member of the Partnership or a Lessee’s Interest Holder, as applicable, becoming the owner-driver (“new owner-driver”) of the vehicle operated as a taxi using the Taxi Plates; and
 - (ii) that person becomes the owner and the principal driver of the vehicle operated as a taxi using the Taxi Plates. The consent of the Owner may be withheld or granted or made subject to conditions in the absolute discretion of the Owner.
17. If an event of default occurs, the Owner at its option may immediately terminate this Lease and the Lessee's right to the use and possession of the Taxi Plates by notice in writing to the Lessee. Upon service of such notice all rights of the Lessee to or in the use of the Taxi Plates will terminate and the Owner may, directly or by its agent or employees, take possession of the Taxi Plates. Any damages occasioned by the Owner taking possession are waived by the Lessee. The Owner will, upon taking possession of the Taxi Plates hold, possess and enjoy the Taxi Plates free from any right of the Lessee or its successors or assigns to use the Taxi Plates for any purpose.
18. The obligations of the Lessee under this Lease are essential and fundamental terms of this Lease such that failure to comply with them will constitute a repudiation of this Lease entitling the Owner to accept such repudiation and terminate the Lease forthwith. Should any event of default occur, its occurrence will be a breach of an essential and fundamental provision of this Lease by the Lessee amounting to a repudiation by the Lessee of this Lease.
19. Where the Lessee has paid to the Owner a Periodic Payment in advance in respect of a period continuing after the date of termination of the Lease, the amount of the Periodic Payment shall be adjusted and apportioned between the Owner and the Lessee as at the date of termination of the Lease and the Owner shall, after deduction of all amounts (if any) owing to the Owner under the provisions of this Lease, refund the amount of the overpayment (if any) to the Lessee within a reasonable time thereafter.
20. Upon the Expiry Date or the early termination of this Lease, the Lessee must immediately deliver the Taxi Plates at the Lessee's expense to the Owner. If the Taxi Plates are not returned to the Owner as and when required by this clause, the Owner may retake possession of the Taxi Plates. In exercising its rights under clauses 7

or 17, the Owner and its employees and agents shall be entitled, without notice or legal process and without incurring any liability or responsibility to anyone in respect thereof, to enter upon or into any premises and may break open any gate, door or fastening and detach and remove the Taxi Plates from any vehicle to which they may be attached or otherwise remove them from any vehicle or premises in which they may be found.

21 In the event that the Taxi Plates or either of them shall be lost, destroyed, stolen or damaged beyond repair:-

- (a) the Lessee must immediately notify the Owner in writing and return to the Owner the Taxi Plates (if any) in the possession of the Lessee;
- (b) the Lessee may apply in writing to the Owner for the issue of replacement taxi plates;
- (c) if the Owner accepts the Lessee's application for the issue of replacement taxi plates, the Owner shall, upon payment by the Lessee of the prescribed fee, issue the Lessee with interim or temporary taxi plates pending the manufacture of the replacement taxi plates;
- (d) upon completion of manufacture, and subject to the return of the interim or temporary taxi plates and the payment of any further fees by the Lessee, the Owner shall, at the Lessee's request and expense, issue to the Lessee the replacement taxi plates, which shall thereupon become the Taxi Plates the subject of this Lease;
- (e) the Lessee must continue at all times to observe, perform and comply with all and singular the provisions of this Lease as if the Taxi Plates had not been lost, destroyed, stolen or damaged as aforesaid; and
- (f) until the replacement taxi plates have been issued by the Owner to the Lessee, the interim or temporary taxi plates shall be deemed to be the Taxi Plates for the purposes of this Lease.

22 Acceptance of any Periodic Payment by the Owner after the Owner has become aware of an event of default or any event constituting a repudiation of this Lease by the Lessee, will be without prejudice to the exercise by the Owner of the powers conferred on the Owner by this Lease, the Act, the Regulations or the law. Such acceptance will not operate as an election by the Owner either to exercise or not to exercise any of the Owner's rights, powers or privileges under this Lease, the Act, the Regulations or any other written or unwritten law.

23 The remedies provided in this Lease in favour of the Owner arising

pursuant to an event of default or after a repudiation of this Lease by the Lessee will not be deemed to be exclusive, but will be cumulative and will be in addition to all other remedies in its favour existing at law, in equity, in bankruptcy, under the Act or the Regulations or any other written or unwritten law. The election at any time to enforce any such remedies will in no way bar the later enforcement from time to time of any other such remedies.

- 24 If the Lessee pays the annual fee and the Periodic Payments and all other monies payable under this Lease, the Act and the Regulations and duly and punctually performs observes and complies with all of its other obligations under this Lease, the Act and the Regulations the Lessee may peaceably possess, use and enjoy the Taxi Plates during the Lease Period without any interruption or disturbance from the Owner or any other person or persons lawfully claiming by, from or under the Owner.
- 25 In any case where the doing or execution of any act, matter or thing by the Lessee is dependent upon the consent or approval of the Owner, such consent or approval may be given conditionally or unconditionally or may be withheld by the Owner in its absolute and uncontrolled discretion, unless this Lease otherwise expressly provides.
- 26 Whenever the Lessee is obliged or required under this Lease to do or effect any act, matter or thing, then the doing of such act, matter or thing will, unless this Lease otherwise expressly provides, be at the sole risk and expense of the Lessee.
- 27 Unless application is mandatory by law, no statute, ordinance, proclamation, order, regulation or moratorium (present or future) will apply to this Lease so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, remedies or discretions given or accruing to the Owner under this Lease.
- 28 To the extent permissible by law, the Lessee will forthwith upon demand pay to the Owner an amount equivalent to any monies paid by the Owner in respect of any liability imposed upon the Lessee under or by virtue of this Lease notwithstanding that any statute, ordinance, proclamation, order, regulation or moratorium (present or future) directly or indirectly imposes such liability upon the Owner.
- 29 Nothing contained or implied in this Lease will be deemed or construed to create the relationship of partnership or of agency or of joint venture between the Owner and the Lessee. Neither the method of computation or determination of the Periodic Payments, nor any other provision, nor any acts of the Lessee and the Owner or either of them will be deemed to create any relationship between them other than the relationship of lessor and lessee upon the terms and conditions only as provided in this Lease.

- 30 The Owner may at any time assign, charge or otherwise deal with the Taxi Plates or its right, title and interest pursuant to this Lease.
- 31 The Lessee must not transfer or purport to transfer the Taxi Plates in breach of section 24(5) of the Act
- 32 Subject to clause 31, the Lessee must not assign or charge this Lease or any of its rights or obligations under this Lease without the prior written consent of the Owner, which consent may be withheld or granted or made subject to conditions in the absolute discretion of the Owner, and sections 80 and 82 of the Property Law Act 1969 shall not apply to this Lease
- 33 A statement in writing signed by the Director General or any authorised officer of the department stating the amount due or owing by the Lessee to the Owner, the identity of the Taxi Plates, or any other act, matter or thing arising under this Lease as at any date or dates set out in that statement will be prima facie evidence of the facts or matters so stated.
- 34 If any provision of this Lease is or at any time becomes void or unenforceable, the remaining provisions will continue in full force and effect. Any void or unenforceable provision will be replaced forthwith by a lawful and enforceable provision which, so far as possible, achieves the same economic effect, benefit or burden for the Owner and the Lessee as the unlawful or unenforceable provision was intended to achieve. All obligations of the Lessee under this Lease will survive the expiration or termination of this Lease to the extent required for their observance and performance.
- 35 Time is of the essence of this Lease PROVIDED HOWEVER that no failure or delay on the part of the Owner to exercise any power or right under this Lease, the Act or the Regulations will operate as a waiver of that power or right, nor will any single or partial exercise of any such power or right preclude any other or further exercise of that power or right. The Owner will only be taken to have waived any such power or right, including (without limitation) any right in respect of any event of default, to the extent that the right or power has been expressly waived in writing by the Director General or an authorised officer of the Department, irrespective of any previous waiver of any other breach of the same or any other covenant or provision of this Lease, the Act, the Regulations or any other agreement.
- 36 If the Lessee omits or neglects or fails to pay any money or to perform any of its obligations under this Lease, then on each occasion the Owner may at its discretion pay such money or perform such obligation (but without prejudice to any other right or remedy of the Owner by reason of such neglect or failure) as if it were the Lessee. For that purpose the Owner may enter any premises and may remain there for the purpose of performing the relevant obligation. Without prejudice to the rights, powers and remedies of the Owner otherwise

under this Lease, the Act or the Regulations, the Lessee must on demand reimburse the Owner all monies, costs, charges and expenses paid or incurred by the Owner in connection with the making of such payment or the performance of such obligation.

- 37 The Lessee must at its own expense do any further act and execute any further documents which the Owner may reasonably request in order to protect the Owner's title to the Taxi Plates and the Owner's rights, powers and remedies under this Lease, the Act and Regulations.
- 38 Any notice or demand to be given under or in relation to this Lease will be deemed to be duly given or made if it is in writing and in the case of the Lessee, left or sent by prepaid post addressed to the Lessee at the Lessee's place of abode or business last known to the officer of the Department sending such notice or demand or at the registered office of the Lessee being a company, and in the case of the Owner if it is in writing and left at or sent by prepaid post to the Owner at its address set out in this Lease or at the address for the time being of the Department. Any notice or demand sent by post will be deemed to have been received by the party to whom it is addressed on the day which in the normal course of post it would have been delivered.
- 39 This Lease will be construed in accordance with the law for the time being of the State of Western Australian and the law of such State will be the proper law of this Lease. The parties submit to the non-exclusive jurisdiction of the courts of that State and any courts which may hear appeals therefrom.

THE SCHEDULE

1. LESSEE **XXXX XXXX**
2. TAXI PLATES **Taxi XXXX**
3. LEASE PERIOD **X years**
4. COMMENCEMENT DATE **XX/XX/XXXX**
5. EXPIRY DATE **XX/XX/XXXX**
6. PERIODIC PAYMENT

At the date of this Lease the amount of the Periodic Payment is \$245.25

7. TIMES, MANNER AND PLACE FOR PAYMENT

Payment is to be made by equal quarterly payments by the last day of the months of January, April, July and October in each year throughout the Lease Period.

An invoice will be sent to the Lessee's postal address.

The manner for payment for the Lessee's invoice is listed below:



INTERNET: www.transport.wa.gov.au/taxis
PHONE: 1300 660 147
Visa or MasterCard



IN PERSON: Passenger Services or any licensing centre
Cheque, EFTPOS or Credit Card



MAIL: Department of Transport, GPO Box C102,
Perth WA 6839
Cheque only

The manner for payment includes such other methods as may be advised by the Director General on the invoice or otherwise.

8. TAXI OPERATING CONDITIONS

IN WITNESS whereof the parties have executed this Lease as a Deed on the day first hereinbefore written.

SIGNED for and on behalf of THE STATE OF)
WESTERN AUSTRALIA by Paula Tomkins,
A/General Manager, Passenger Services,)
Department of Transport)
as delegate of the)
Director General in the presence of:)

{To be used for Applications by Individuals and Partnerships}

SIGNED by the said)
)
in the presence of:)

SIGNED by the said)
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in the presence of:)

SIGNED by the said)
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in the presence of:)
