

COUNCIL POLICY

Council Policy Title:	Council Property Leasing
Council Policy ref. no:	4.2
Responsible Department:	Corporate and Community Services
Date of adoption/review:	18 December 2013

1. INTRODUCTION

The Council's Property Leasing Policy considers the way Council leases out its property assets.

This is a general policy that outlines Council's principles and values. It is not intended to be a rigid set of rules, but rather a framework that assists Council in participating in fair and equitable discussions with all types of tenants.

2. POLICY

2.1 AIMS and PRINCIPLES

2.1.1 Aim

To provide guiding principles that will enable the establishment and management of Council's leased assets in a way that is consistent with the Council Plan and maximises the use of the communities assets so that they are managed responsibly.

2.1.2 Principles

This aim will be achieved by addressing issues in harmony with Council's values, inclusive of partnership, consultation and service. These values will provide the foundations for decision making. This will be done through the following key areas:

- Understanding and fostering community benefit.
- Maximising the value of Council's leased assets to Council and to the community.
- Providing an equitable and transparent process for dealing with subsidised leaseholds.
- Providing an easily understood subsidised rental application.
- Equitable and easily understood framework for subsidies.
- Encouraging community responsibility.
- Consideration of ownership of land

2.1.3 Objective

The objective of the policy is to provide straightforward guidelines for the development of occupancy agreements, which clearly define the roles and responsibilities of both the tenant and the Council. The policy will provide a useful tool to ensure the best use of facilities is achieved and a clear relationship established between parties.

3. DEFINITIONS

3.1 Lease

A lease is a right granted by the owner of land to an occupant to have the exclusive use of that land in consideration for a payment, known as rent.

Nature of the interest.

- A lease creates an interest in land. An interest in land is:
 - i) binding on third parties (ie if the lessor sells the land the purchaser will take the land subject to the lease); and
 - ii) is, unless the lease specifies to the contrary, capable of being assigned.
- A lease is also a contractual agreement between the landlord and the tenant under which each party has certain contractual obligations.
- Council is prohibited under the Local Government Act 1989 (Vic) from entering into a lease exceeding 50 years.
- “The Local Government Act requires Council must give public notice of its intention to enter into a lease where:
 - the lease term is one year or more; and
 - the rent exceeds \$50,000 per annum; or
 - the current market rental value of the land is in excess of \$50,000 per annum; or
 - the lease term is 10 years or more; or
 - the lease is a building or improving lease (which is a lease that includes the construction of a premises or improvements or the carrying out of major redevelopment works by either party).”

A lease agreement will be generally used where the site is fully occupied for a specific purpose, such as bowls and hockey clubs or where a club has made substantial financial contributions to the development.

3.2 Licence

A licence gives the licensee a right to occupy land (not exclusively) which without the licence would be unlawful.

Nature of the interest.

- A licence does not create any interest in the land.
- The rights created by a licence are personal and do not run with the land.
- A licence cannot be assigned unless the other contracting party agrees.
- A licence will terminate where the owner of the land ceases to own the land.

A licence agreement will apply when an occupier shares a facility or the premises offer the potential for the facility to be shared promoting greater use of Council assets, for example Cressy Neighbourhood House using the Cressy Maternal and Child Health Centre.

3.3 Seasonal Allocation

A seasonal allocation is an agreement in which a club agrees to occupy a premises in accordance with the terms and conditions of Council's Seasonal Allocation Policy. It will generally relate to a pavilion or sporting ground which may include change rooms, social rooms, kiosks, kitchens, offices and public toilets where used by clubs. It will apply for an occupancy that occurs for a portion of the year and fits within the following seasonal dates set by Council.

Seasonal dates:

Summer	First Saturday in October to second Sunday in March
Winter	First Saturday in April to second Sunday in September

The establishment of these agreements will be in accordance with the seasonal allocation policy and will generally apply to football, cricket and soccer clubs.

The agreements may be in a form of a lease or licence depending on whether the interest satisfies the definition of a lease or licence as set out in paragraph 2.1 and paragraph 2.2 above respectively.

3.4 Asset Value

The asset value of Council land and buildings is prepared by independent valuers. Council undertakes a formal revaluation of its land and buildings on a regular basis every three years.

4. TENANT GROUP DEFINITIONS

Tenants are grouped in four major categories:

4.1 Group 1 – Community Services

This group will receive the greatest discount or subsidy. This will include community groups that service the local community or an underprivileged group or disadvantaged group. The group will be reliant on Council funding and do not have the capacity to generate a significant amount of income. They will not engage in any form of commercial activity and are expected to utilise the premises for at least 60% of the time available.

Examples of these type of tenant include pre-school committees, senior citizen clubs and historical societies.

4.2 Group 2 – Not for Profit Recreation and Sporting Clubs

This group will pay a rental based upon a percentage of the asset value of the facility and receives a substantial discount or subsidy from a fair market rental. This group will include recreational or community groups that service the community and are readily available to Colac Otway residents. Such tenants may include netball, hockey clubs or the like. The rental for pavilions associated with grass based sports such as soccer, football or cricket clubs will be calculated as group 2 tenants but will generally be allocated a seasonal allocation unless they have made substantial funding contributions to their premises in which case they may be on a lease or licence for a pavilion.

Rental will be assessed in accordance with the factors outlined in 7.2

Examples of this type of tenant would include bowling clubs, tennis clubs and other sporting clubs (without gaming or other commercial facilities).

4.3 Group 3 – Larger Non-Government Agencies (Not for Profit) in Receipt of Significant Grants/Fees or other Income

This group will attract no discount or subsidy unless agreed by Council due to specific circumstances.

Examples of this type of tenant would include the leasing of:

- Botanic Gardens Tearooms, Colac (Otway Community College)
- Colac Central Bowling Club
- Lake Colac Bowling Club

4.4 Group 4 – Commercial or Resident Group

This group will attract no discount or subsidy and is for commercial or residential tenants of Council's assets.

Examples of this type of tenant would include the leasing of:

- Apollo Bay Airfield
- Apollo Bay Service Centre
- Caravan Park, Colac
- Caravan Park, Forrest
- Cinema and Auditorium, COPACC
- Fishing Co-Op, Apollo Bay
- Radio Towers

5. GENERAL PHILOSOPHY

5.1 Tenants

The following factors are to be considered when accepting a tenant:

- Community based tenants must service the Colac Otway community and further the goals of the Council Plan as well as where possible maximising the return on the asset.
- Any tenant or licensee must be a legal entity - that is either a person or an incorporated body.
- Any tenant or licensee must have adequate and appropriate insurance coverage.
- All commercial tenants are to be fully reference checked to assure the premises will be suitably maintained and rentals paid on time.

5.2 Optimum use of Facilities

Council's goal is to ensure the greatest community benefit and value can be provided by the utilisation of Council's facilities. This is done by encouraging multi use of facilities and tailoring the services provided by tenants to best suit the community. Council will work with tenants to ensure the highest potential is achieved.

5.3 Crown Land

Where Council acts as the Committee of Management over Crown Land, agreements will be prepared in accordance with the Department of Sustainability and Environment's guidelines. Leases and licences will take the form of those provided by the Department and Council's standard agreement will not be used. Council's standard maintenance schedules will be included within these agreements.

Before committing/entering into a lease for facilities on Crown Land, approval is required from the Department of Sustainability and Environment.

5.4 Renegotiation to Standard Terms

When Council is making a significant financial input to a facility development this will be dependent on the club/organisation being prepared to renegotiate an existing agreement to bring it into line with standard lease terms.

Long term ongoing agreements may be renegotiated by both parties if it is seen to be in the best interests of the parties and for the benefit of the community.

The determination relieves Councils of complying with procedural obligations placed on landlords by the *Retail Leases Act 2003* (Act), such as disclosure of outgoings and notice of lease renewals. Councils are also exempt from the statutory maintenance and repair obligations imposed on landlords.

5.5 Retail Leases Act 2003

In August 2008 the Victorian Minister for Small Business made a determination under the *Retail Leases Act 2003* (Act) to exempt certain leases of Council owned or managed property that the Act would otherwise cover.

The determination only applies to leases entered into after 1 August 2008.

Under the determination, the following two categories of leases (where Council is the landlord) will be exempt.

1. Where the premises are used by the tenant wholly or predominantly for any one or more of the following purposes:
 - Public or municipal purposes;
 - Charitable purposes;
 - As a residence of a practising minister of religion;
 - For the education and training of persons to be ministers of religion;
 - As a club for, or a memorial to, persons who served in the First or Second World War or in any other war, hostilities or special assignment referred to in the *Patriotic Funds Act 1958*;
 - For the purposes of the RSL;
 - For the purposes of the Air Force Association;
 - For the purposes of the Australian League of Ex-Servicemen and Women
2. Where the premises are used wholly or predominantly by a group that exists for the purposes of providing or promoting community, cultural, sporting or recreational or similar facilities or objectives and that applies its profits to promoting its objectives and prohibits payment to its members.

The second category also applies to leases where Council is acting as a committee of management within the meaning of the *Crown Land (Reserves) Act 1978*.

The determination relieves Councils of complying with procedural obligations placed on landlords by the Act, such as disclosure of outgoings and notice of lease renewals. Councils are also exempt from the statutory maintenance and repair obligations imposed on landlords.

This does not exempt the need for a lease.

6. RENTAL LEVELS

6.1 Group 1 Tenants

This group is fully subsidised. A full rental subsidy is offered to approved recreation or community groups that service the local community or an underprivileged or disadvantaged group and are not in receipt of significant grants or other income.

The minimum to apply at the time of the policy adoption is \$1 per annum.

6.2 Group 2 Tenants

The rental calculation for Group 2 tenants will be assessed at the time of a lease being entered into or at renewal of an existing lease.

The greater the net community benefit, the greater the subsidy offered. The following describes the factors that may be considered in determining the level of rental and subsidy.

Capital Contribution

Often groups or clubs have made a significant Capital Contribution on the site. This may include the addition of an asset on the property at the expense of the tenant.

Proposed Capital Contribution

A group or club may enter into a lease agreement undertaking to carry out capital improvements at their expense or in partnership with Council or another agency.

Approved Use

An approved use is one that is determined by the appropriate Council General Manager to fulfil a function, meet a demand, or provide a service, that is consistent with the Council Plan or the needs of the community.

Special Needs Group

A group that actively promotes an activity for disabled, underprivileged or disadvantaged people, a lower socio economic group or other group with special or unique needs, may be eligible for certain levels of subsidy.

Limited Revenue Potential

There are varying degrees of potential for a group or club to raise revenue. Many clubs are limited by the nature of their function which is the reason for having subsidised rentals. Tenants that have a gaming or liquor licence may be charged a higher rental. Groups will be encouraged to seek alternative revenue sources.

Community Access

Maximising the community use of an asset is a Council priority. Groups are encouraged to make a leased facility available to other user groups in order to maximise the utilisation of the facility.

Maintenance Ability

A tenant's ability to maintain a premises may be limited by their type of use. A tenant may undertake more maintenance in exchange for lower rental payments.

User Catchment

Priority is given to tenants whose users are from the municipality. A local catchment would predominantly include residents of the township or surrounding areas. A regional catchment would include users from other areas.

Grants and Funding

Some groups receive financial assistance from the Council. This may impact on level of rental and subsidy.

Other

Other factors may be considered by Council if special circumstances exist.

6.3 Group 3 Tenants

Group 3 tenants will pay a commercial market rental derived from the market unless a discount or subsidy is agreed to by Council due to specific extenuating circumstances.

6.4 Group 4 Tenants

Group 4 tenants will pay a commercial market rental.

6.5 General

Council reserves the right to amend the rental if a tenant gains liquor or gaming licences, or gains access to any other similar commercial means of income generation during the life of an agreement.

7. MAINTENANCE AGREEMENTS

7.1 Introduction

Generally the purpose of undertaking building maintenance is to ensure buildings remain suitable and safe for their intended use and their life cycle is extended as far as practical. It is in Council's interests to ensure its assets are adequately maintained.

Council is responsible for many buildings which it:

- Owns and operates (eg Council office/depot/library/public toilets);
- Owns and operates via a Committee of Management (Council appointed); and
- Manages as a Committee of Management.

7.2 Requirements

The requirement of tenants to maintain their premises will vary depending upon the following factors:

- Ability to maintain
- Revenue potential
- Level of subsidy or grants
- Any special maintenance needs
- Rental level
- The requirements of any applicable retail leasing legislation

The Maintenance Schedule (Schedule A) will form part of the lease or licence agreements and will clearly identify maintenance responsibilities.

Buildings used for community services and not for profit recreation and sporting clubs are to receive maintenance support in accordance with Schedule A unless specified separately in a lease/agreement.

Buildings occupied and controlled exclusively by a club or organisation or buildings determined by Council as having no further use are to receive no Council support.

Community Services and Not for Profit Recreation and Sporting Clubs are defined as a building operated by (refer clause 3.1 and 3.2 for definitions):

- a) a Committee of Management for public purposes;
- b) an incorporated association undertaking community service under the auspices of Council.

Maintenance requirements for Group 3 Tenants (Larger non-government agencies) and for Group 4 tenants (Commercial) will be agreed to between the parties on suitability market controlled conditions.

7.3 Principles

- a) Council has a responsibility to contribute to the maintenance of buildings that have a community use.
- b) Council has no responsibility to maintain/improve buildings on Council owned land occupied by an organisation or group exclusively for private purposes, subject to the requirements of the Retail Leases Act 2003 if the land is occupied pursuant to a lease subject to that Act.
- c) Wear and tear maintenance and works of a recurrent nature are the responsibility of the occupier or management body of the building, subject to the requirements of the Retail Leases Act 2003 if the land is occupied pursuant to a lease subject to that Act.
- d) Major maintenance and capital works are the responsibility of Council unless agreement with lessee.
- e) No guarantee can be given that works required can be funded by Council in any given year.
- f) Ongoing support for any building is subject to review based on use and need.
- g) Where insufficient funding is available an occupier may choose to proceed with works on its own accord subject to all works being approved by Council.
- h) All maintenance and other works shall be undertaken in accordance with good practice and all requirements of other Commonwealth and State Legislation or policy.
- (i) All maintenance works undertaken by the tenant are to be reported to Council.
- (j) Where maintenance is the responsibility of the tenant they need to ensure that their obligations are carried out as per the Lease or other documentation.

7.4 Assessment of Requests

In assessing requests for major maintenance works Council must consider:

- Reason for request, for example safety issues, damage, deterioration;
- Estimated cost for works;
- Funds available and estimated additional annual works;
- Type of works and whether Council is responsible for the issue;
- Purpose of the building, existing and future use, and need, and
- Alignment with Council's strategic planning objectives.

8. GENERAL TERMS AND CONDITIONS

8.1 A standard agreement will be developed for all tenancies except Group 3 and Group 4 Tenants.

Agreements will be prepared for leases and licences which are tailored to each organisation and varied only when required. Additional clauses will be included in

agreements only when necessary to meet specific requirements of Council or the organisation involved.

Licence agreements will be negotiated in situations where the occupiers share the facility or where the facility is suitable for multiuse and will occupy for a period in excess of 6 months.

Council has a preference to enter such agreements in order for facilities to be used to the greatest potential, rather than only one user. Licences may be used for toy libraries, senior citizens and other clubs that share facilities.

Seasonal allocations will be granted where an organisation will not occupy the premises for the entire year. They may have occupied the premises from year to year but only for a season at a time and the premises will be used by another club in the alternate season. This will apply to some sporting clubs in particular cricket and football.

8.2 Rates, Taxes, Charges and Outgoings

The tenant should pay for all rates, taxes (including GST and stamp duty) charges and outgoings that are levied on the premises or in conjunction with the establishment of the lease, subject to the requirements of the Retail Leases Act 2003 if the land is occupied pursuant to a lease subject to that Act.

8.3 Terms

The term of the agreement will depend upon many factors including the following:

- the tenant;
- the ongoing need for the premises or provided use;
- substantial contributions to capital works;
- the stability of the tenant,
- suitability of the premises to the tenant; and
- the requirements of any applicable retail leasing legislation.

For leases where the rental levels are less than the commercial market rental or are not classified as a retail premises the preferred term of the lease will be for a period of 3 years.

Council sees the optimum term of the agreement as 3 years to best represent the Council and tenants. This allows for regular opportunities to meet and discuss occupancy requirements and to review:

- i) the value Council and the community receives from the lease or licence;
- ii) equity with other organisations in the community.

The regular changes made to leasing/licencing agreements will reflect the changing needs and legislative requirements of all parties to the agreement. It is seen as an opportunity to work with Council's tenants to ensure that they meet the needs of both parties.

A longer term lease may be negotiated where the community organisation is making or has made, a substantial capital contribution to the construction, improvement or maintenance of the property.

Retail Premises leases will be for a minimum of five years (which can include any option periods).

Consideration of a longer lease term will be made on a case by case basis.

Agreements will only exceed 10 years in exceptional circumstances and where there is significant return on investment for Council's asset. When this happens Council will undertake the requirements of section 190 of the Local Government Act including advertising the terms of the proposed agreement. Leases may not exceed 50 years in accordance with the *Local Government Act* (1989).

8.4 Insurance

All tenants are required to take out public liability insurance noting Council as an interested party or in joint names of the tenant and Council. A minimum cover of \$10m is to be provided unless otherwise stipulated by Council.

As a general principle, Council will fully insure all improvements on a leased premises unless otherwise agreed to in a lease. This amount will either be reimbursed by the tenant or considered as part of the rental structure.

Council will not insure the contents of any leased premises. Tenants may choose to provide this themselves.

Other insurances, such as professional indemnity, are the responsibility of the lessee.

8.5 Use of Premises

Council must approve any additional or changed use of a leased or licenced premise. Council reserves the right to review the rent or any other lease provisions when providing this consent. The proposed use will be subject to an assessment of derived community benefit and meeting the needs of the Council Plan. If the use changes or the service or organisation cease to exist the current agreement will automatically terminate and the building will be returned back to Council's control.

8.6 Rent Review

The rental for Group 1 tenants will not be reviewed for the life of the agreement as the agreement is for up to 3 years. Agreements for a period longer than 3 years must include a rental review clause.

Other rents will be reviewed regularly, and adjusted using the Consumer Price Index, a set percentage or a market review.

8.7 Legal Fees

The tenant will pay all legal costs associated with the establishment of a new lease agreement that differs from Council's standard lease document except if the lease is subject to the *Retail Leases Act* 2003.

8.8 Keys and Locks

All keys should be compatible with the master set held by Council's Infrastructure and Services Department.

8.9 Planning Requirements

All leases will encompass the conditions of any issued Planning Permit, and there must be ongoing compliance with Planning Scheme Requirements.

8.10 Safety Requirements

Tenants are responsible to have in place emergency/evacuation plans and generally adhere to occupational, health and safety conditions.

8.11 Smoking

Council has a Smoke Free Environment in Council owned and managed buildings and adherence is strictly required.

8.12 Water and Energy

Tenants are encouraged to minimise water and energy usage.

8.13 Legislation and Regulations

Tenants will be required to comply with all legislation and regulations etc.

8.14 Advertising on Council Facilities

- a) Internal advertising is allowed in Council facilities without Council approval if it is advertising the group's own or community's activities.
- b) Other internal advertising on Council facilities requires the prior approval of Council and in particular, political advertising will not be permitted.
- c) Any external advertising on Council facilities, unless on a designated notice board, requires the prior approval of Council. Political advertising will not be permitted unless approved by Council.

8.15 Gaming in Council Facilities

Council will not generally support gaming facilities in Council owned and/or managed buildings.

9. PROCESS FOR ESTABLISHING OF LEASES

The following outlines the procedures for negotiating and establishing a subsidised leasehold:

- Internal meeting to discuss particulars of proposed tenant with appropriate Council departments:
 - check status of land,
 - confirm statutory requirements,
 - review proposal with respect to Council Property Leasing Policy,
 - seek legal advice where necessary, and
 - assess relevance of any compliance with Retail Leases Act.
- Meet with tenant to discuss terms and conditions of lease.

- Forward copy of lease to tenant for review.
- Where required advertise lease in Council's official newspapers inviting submissions pursuant to s.223 of the Local Government Act for a period of 6 weeks.
- Draft report for next Ordinary Council Meeting recommending execution of two copies Lease Agreement (dependent on submission process).
- Arrange for tenant to sign lease.
- Update Lease Register (in accordance with s11(m) of the Local Government (General) Regulations 2004) and store one original of Lease Agreement.
- Forward an original copy of Lease Agreement to tenant.
- Advise Finance, Infrastructure Services, Risk Management, Parks and Gardens and appropriate manager of lease details.
- Establish invoicing arrangement.

10. IMPLEMENTATION AND REVIEW

The Council Property Leasing Policy will be published on Council's website. The Leasing Policy will be subject to periodic review.

ADOPTED/AMENDMENT OF POLICY

Policy Review Date	Reason for Amendment
23 June 2010	Adopted by Council
24 July 2013	Review
18 December 2013	Review

Schedule A

Maintenance Schedule and Responsibilities for Occupier and Council for Group 1 Community Services and Group 2 – Not for Profit Recreation and Sporting Clubs categories.

GROUP 1 – COMMUNITY SERVICES

LEASES

Apollo Bay Old Cable Station – Historical Society
Apollo Bay Radio Tower (Emergency Services)
Apollo Bay Senior Citizens Centre
Beech Forest Radio Tower (Emergency Services)
CCDA Theatre (COPACC)
Colac History Centre (COPACC)
Lavers Hill Depot Radio Tower (Emergency Services)

AGREEMENTS/LICENCES

Cressy Maternal and Child Health Centre
Kanyana
Pre-Schools

GROUP 2 – NOT FOR PROFIT RECREATION AND SPORTING CLUBS

LEASES

Colac Aero Club
Colac Anglers Club Inc.
Colac Pistol Club Recreation Reserve
Colac Players Shed
Colac Tennis Tournament Club
Pennyroyal Tennis Courts
Public Open Space – Kennett River
Rowing Club, Foreshore Reserve
Wye River Surf Club
Yacht Club, Foreshore Reserve

AGREEMENTS

Recreation Reserves

Item	Occupier's Responsibility	Council's Responsibility
Air Conditioning and Heating Appliances	<ul style="list-style-type: none"> • Service and repair when required 	<ul style="list-style-type: none"> • Replacement of unit and any major parts
Building	<ul style="list-style-type: none"> • Determine and document the specific needs of the building relating to any requests to Council for building alterations. • Prepare plans and obtain quotes for requests for minor improvements. 	<ul style="list-style-type: none"> • Assess all requests submitted. • Undertake works required to bring premises and surrounds to appropriate standards to meet the required regulations. This excludes items identified as the lessee's responsibility in this document. • Preparation of long-term development plans, design of major building alterations or major structural works.

Item	Occupier's Responsibility	Council's Responsibility
Cleaning	<ul style="list-style-type: none"> Keep premises in clean, sanitary and fresh condition. 	<ul style="list-style-type: none"> Nil
Ceilings, Walls and Skylights (internal)	<ul style="list-style-type: none"> Cost of repairs due to major or continual misuse. Regular cleaning 	<ul style="list-style-type: none"> Major repair and/or replacement due to structural faults/age.
Curtains/Drapes/Blinds	<ul style="list-style-type: none"> Repairs costs. Replacement costs. Supervision of installation of replacement items. Regular cleaning. 	<ul style="list-style-type: none"> Nil
Doors (Inc. cupboard doors)	<ul style="list-style-type: none"> Regular cleaning and repair of internal/external doors due to major or continual misuse. Minor adjustments. 	<ul style="list-style-type: none"> Replacement due to age, structural fault.
Electrical Wiring, Fittings and Lights	<ul style="list-style-type: none"> Additional or security lighting. Cost of repair and replacement of electrical wiring if damage is due to major or continual misuse. Repair and replacement of all light globes. Regular cleaning of all light fixtures. 	<ul style="list-style-type: none"> Replacement of all building wiring from main supply to and including the switchboard. Replacement of light fittings.
Essential Safety Measures (eg fire extinguishers, exit lights etc)	<ul style="list-style-type: none"> Notification to Council of maintenance or servicing issues. Not to interfere or obstruct essential safety measures elements 	<ul style="list-style-type: none"> Undertake inspections, servicing and maintenance of all specified essential safety measures as required under the relevant Building Regulations. Meet all costs associated with this function.
Floor Surfaces and Coverings	<ul style="list-style-type: none"> All regular cleaning and maintenance of floor coverings such as carpet and tiles. 	<ul style="list-style-type: none"> Replace to essential areas when excessively worn or dangerous.
Fly Screens	<ul style="list-style-type: none"> Maintain and replace fly wire. Install additional fly screens 	<ul style="list-style-type: none"> Nil
Garbage	<ul style="list-style-type: none"> Normal fee for service waste collection 	<ul style="list-style-type: none"> Nil
Glass	<ul style="list-style-type: none"> Replace broken or cracked windows arising from misuse. Regular cleaning 	<ul style="list-style-type: none"> Replace due to breakage arising from structural fault, age.
Grounds	<ul style="list-style-type: none"> Keep all entry/exit areas clear and sweep regularly. Maintain all grounds associated with building by cutting the grass, minor pruning, replacing trees, bushes and flowers if required. Repair fences. Remove dead foliage. 	<ul style="list-style-type: none"> Repair paths, driveways etc. Replacement of essential pavement, driveway and carpark areas; retaining walls and ramps. Replacement of essential/required fences. Structural repairs or capital works re. fences. Trees lopped/pruned to meet security/safety requirements where considered dangerous.

	<ul style="list-style-type: none"> Seek Council approval for any modification to the grounds. Maintenance of garden beds. 	
Item	Occupier's Responsibility	Council's Responsibility
	<ul style="list-style-type: none"> Maintenance of garden hoses and sprinklers etc. Cleaning and weeding of pavement and driveway areas 	
Internal Appliances eg. Fans, Kettles, Food Processors etc.	<ul style="list-style-type: none"> Replacement as required of minor kitchen appliances. 	<ul style="list-style-type: none"> Nil
Vandalism	<ul style="list-style-type: none"> Less than \$1000 (subject to change based on claims history) 	<ul style="list-style-type: none"> More than \$1000 (subject to change based on claims history)
Keys and Locks	<ul style="list-style-type: none"> Repair and replacement of locks if damaged through major or continued misuse. 	<ul style="list-style-type: none"> Replacement of lost or damaged keys as applies to Council's master key system. Supply of keys for user groups. Repair and replacement of locks as applies to Council's master key system.
Painting	<ul style="list-style-type: none"> Internal painting if damaged through major or continued misuse or colour scheme changes etc. 	<ul style="list-style-type: none"> Internal and external for structural integrity reasons.
Permanent Fixtures	<ul style="list-style-type: none"> Regular cleaning of all fixtures. Repair and/or replace if damaged through major or continual misuse. 	<ul style="list-style-type: none"> Replace when required the following items: <ul style="list-style-type: none"> - hot water service - sinks and toilets - verandas attached to the building.
Pest Control	<ul style="list-style-type: none"> Keep all areas in a clean and hygienic state. All pest control as required both internal and external. 	<ul style="list-style-type: none"> Pest control relating to structural items (eg. woodborer and termites).
Plumbing	<ul style="list-style-type: none"> Cost of internal repair due to major or continued misuse. Replacement and repair of internal surface plumbing fittings such as toilet seats, taps and washers etc. 	<ul style="list-style-type: none"> Replacement of damaged or corroded plumbing fittings, toilet bowls and cisterns. Repairs or works required for drainage purposes, including sewerage, drains, water pipes and pits. Replacement of gas pipes. Structural repairs or capital works.
Roof, Skylight, External Walls, Spouting and Downpipes	<ul style="list-style-type: none"> Cleaning of roof, external walls, spouting, downpipes and guttering. 	<ul style="list-style-type: none"> All maintenance and repair of the structure of the premises as required.
Signage	<ul style="list-style-type: none"> Maintain and replace all internal/external signs relating to the committee. 	<ul style="list-style-type: none"> Identification signage to be provided by Council where required.
Smoke Detectors	<ul style="list-style-type: none"> Install, repair and replacement of battery operated smoke detectors. Includes battery replacement as required. 	<ul style="list-style-type: none"> Installation and maintenance of hard wire system where required.

Telecommunication Systems (eg. fax, photocopiers, telephones etc)	<ul style="list-style-type: none">• Purchase, service and maintenance cost.• Replacement costs.	<ul style="list-style-type: none">• Nil
Whitegoods (eg refrigerator, dishwasher etc)	<ul style="list-style-type: none">• Service and maintenance costs.• Replacement costs.	<ul style="list-style-type: none">• Nil