

SPORTING CLUBS/ASSOCIATIONS AGREEMENT SCHEDULE FOR SHARED FACILITIES LEASES (EXCLUSIVE RIGHT OF POSSESSION OVER BUILDINGS & STRUCTURES AND LICENCE OVER GRASSED AREAS) 5.9

Policy Number and Name:	5.9 Sporting Clubs/Associations Agreement Schedule for Sharing Facilities Leases (Exclusive Right of Possession over Buildings & Structures and Licence over Grassed Areas)
Classification	Public - Council Policy
Adopted:	October 2011
Frequency of Review:	Biennial
Last Review:	March 2013
Next Review Due:	January 2015
Responsible Officer(s):	Director Planning & Infrastructure Property Officer
Policy Manual File Ref:	CC10/2601
Council File Reference:	CC10/3204
Legislation Authority:	Local Government Act 1999 Retail and Commercial Leases Act 1995 Associations Incorporations Act 1985
Related Policies:	Policy 5.7 - Sporting & Community Clubs/Organisations Agreement Schedule for Leases (Exclusive Right of Possession) Policy 5.8 - Sporting & Community Clubs/Organisations Fees Policy for Ground Leases (Exclusive Right of Possession) – Adopted 25 April 2010

1. INTRODUCTION

Council has a role in providing facilities for community and recreational activities to strengthen communities and encourage healthy lifestyles.

Council has a responsibility to ensure the optimum use of its sporting facilities and is committed to the principles of access and equity for all members of the community.

2. PURPOSE

The Town of Gawler provides a range of sport, recreation and other facilities and services to the community including the provision of sportsgrounds, clubrooms and other community buildings. In addition, Council has an extensive network of open space that provides for passive and other recreation activities.

As the owner of community land Council recognises that it has a key role to play in the provision of a diverse range of recreation, sport and other facilities in collaboration with local clubs, groups and organisations to meet the needs and interests of our changing community. This is one of many services that Council provides which contributes towards the creation of community, health and wellbeing and active communities.

This policy relates to the following Council properties only:-

1. Gawler Central Sporting Club
2. Karbeethan Sporting Association
3. South Gawler Football Club
4. Willaston Football Club

3. EXPLANATION

The policy provides a guiding framework and basis for conditions of Shared Facilities Leases between Council and outside Incorporated bodies/associations. Conditions of a Shared Facilities Leases will be cognisant of the needs and interests of the parties to which the agreement applies and will be negotiated and be listed in a schedule that will form an annexure to any agreement. Fees will generally apply, unless stated otherwise in the executed a Shared Facilities Lease.

The policy applies to Shared Facilities Leases only. Buildings include sheds, verandahs, shipping containers and any other buildings or structures on the property/premises. Any other conditions will be listed in the Shared Facilities Lease. These leases will generally be for a period of four (4) years plus a right of renewal for a further two years of three (3) years each ie 4 + 3 + 3.

What is a Shared Facilities Lease?

A Shared Facilities Lease gives the lessee exclusive possession and use of land on which the buildings are situated. In addition, it provides the Lessee a licence to use the land normally referred as ‘Oval/Pitches’ at certain times and upon certain conditions whereby the Council would have the ability to hire out to other parties at times when the lessee is not using the Open Space. Council will be responsible for the management and control of the booking process and agenda for the use of ovals. The lessee will not have exclusive use of the grounds but will have priority rights to provide Council annual usage requirements.

4. FEES/MAINTENANCE CRITERIA – BUILDINGS & STRUCTURES

Item	Lessee's Obligations	Council's Obligations
Rent	\$1.00 per annum payable upon demand	
Capital Works	Lessee to maintain Lessee may initiate at its cost provided approval is granted from Council including any necessary building and planning approvals Lessee to pay Construction Industry Training Levy	Development Application fees to be waived.
Council rates, taxes, emergency services levy and charges (excluding state land tax)		100% Rates Rebate
Utilities including telephone, electricity, gas, water and excess water	Lessee responsibility	
Installation of Separate Meters	Lessee responsibility	
Preparation costs of lease	Lessee responsibility	
Insurance		
Building insurance excess	Lessee responsible for initial excess at current minimum value	Council can arrange for quotation and then lessee reimburse Council
Building insurance premium	Lessee to arrange and provide evidence to Council or request Council to arrange and reimburse Council.	Council can arrange for quotation and then lessee reimburse Council
Contents insurance	Lessee's responsibility	
Public liability insurance	Lessee's responsibility	
Glass	Lessee to replace and insure all glass on the interior and exterior of the Premises	

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Item	Lessee's Obligations	Council's Obligations
Inside Buildings / Structures		
Cleaning of the Premises	Lessee to undertake all cleaning of the Premises	
Pest Control	Lessee to use its best endeavours to avoid attracting pests to the Premises Lessee to maintain and provide copies of inspection reports	
Inside Buildings / Structures (continued)		
Asbestos Checks	Lessee to maintain and provide copies of annual inspection reports	
Air-conditioners	Lessee to purchase, insure, service and pay the running cost	
Plumbing Maintenance	Lessee to maintain	
Maintenance of electrical power points, RCD's and fixed cables along with the annual testing	All maintenance to be lessee's responsibility Lessee to maintain annual testing and tagging and provide copies of inspection reports	
Maintenance of stoves and other electrical items	Lessee to maintain	
Maintain lighting, fixtures and fittings to the Premises	Lessee to maintain	
Maintenance of fire safety equipment (eg extinguishers, exit lights)	Lessee to maintain and provide copies of inspection reports	
Floor Coverings	The lessee is required to maintain floor coverings in an adequate and safe condition at all times	
Building Inspection Required every 5 years		Council to arrange and fund
Paint	The lessee is required to maintain painting (inside & outside) in an adequate and safe condition at all times	
Cleaning of Roofs, gutters and downpipes	Lessee to maintain	

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Item	Lessee's Obligations	Council's Obligations
Hot water service	Lessee to maintain	
Maintenance of locks	Lessee to maintain and provide one key to Council	
Doors on the interior and exterior of the Premises	Lessee to maintain and replace when reasonably required	
Inside Buildings / Structures (continued)		
Building structural maintenance (Includes foundation, salt damp course, window frames, exterior walls, verandah posts, roof structure, gutters, exterior steps, stairs, guard/hand rails, ramps, ceilings and interior walls - where it is not the result of mis-management and maintenance by the lessee)		<p>Council to maintain</p> <p>No guarantee will be made on a timeline on the structural repairs but Council will ensure the integrity of the building eg leaks in roof, etc.</p>
Maintenance of water storage tanks	Lessee to maintain	
Maintenance of roller doors	Lessee to maintain	
Graffiti	Lessee required to remove within 14 days	
Grounds		
Significant Trees		Council to maintain
Trees and vegetation		Council to maintain
Other Areas		
Boundary fence and Gates		Council to maintain
Internal Fences and Gates		Council to maintain
Special surfaces e.g. tennis courts, cricket pitches, netball courts, squash courts.	Lessee to maintain	

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Item	Lessee's Obligations	Council's Obligations
Underground water and sewerage pipes within the site to the main connection point at the boundary of the Site	Lessee to maintain from the slave meter into the building	Council to maintain from the main meter to the slave meter
Other Areas (continued)		
Light Towers (used for netball and tennis courts)	Lessee to maintain	
Garden Beds	Lessee to maintain	
Buildings such as scoreboards, gate keeper boxes, referee races, hockey back nets & shipping containers	Lessee to maintain	

5. FEES/MAINTENANCE CRITERIA – PITCHES AND OVALS

Item	Lessee's Obligations	Council's Obligations
Rent	10% of the total cost of the grounds maintenance for the Land (as determined by Council from Annual Audited Financial Statements, with the exclusion of Depreciation (Buildings))	
Abnormal wear and tear for trial games		Council responsibility
Abnormal wear and tear by bookings made by Clubs eg 3 day round robin tournament	Remediation costs plus 15% will be applied and the lessee to reimburse Council	
Abnormal wear and tear by bookings made by Council		Council responsibility
Council rates, taxes, emergency services levy and charges (excluding state land tax)		Council responsibility

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Item	Lessee's Obligations	Council's Obligations
Utilities including, electricity, gas, water and excess water	Lessee to pay oval grounds lighting	
Installation of Separate Meters	Lessee responsibility	
Preparation costs of lease	Lessee responsibility	
Insurance		
Public liability insurance	Lessee's responsibility	Council responsibility
Grounds		
Rubbish and Litter	Licensee is responsible for rubbish/litter management for sporting functions	Council to arrange supply of bins and regular rubbish removal for all other items other than sporting functions
Pest Control		Council to maintain
Plumbing Maintenance		Council to maintain
Maintenance of electrical power points and fixed cables along with the annual testing		Council to maintain
Maintain lighting, fixtures and fittings to flood lights	Lessee responsibility	
Painting		Council to maintain
Graffiti		Council to maintain
Significant Trees	Lessee to ensure that no damage occurs to the trees defined	Council to maintain
Trees and vegetation		Council to maintain
Grounds Linemarking	Lessee to maintain	
Mowing of ovals/playing fields and surrounds includes all areas within the reserve		Council to maintain

Item	Lessee's Obligations	Council's Obligations
Aerating of ovals /playing fields		Council to maintain
Fertilising of ovals /playing fields		Council to maintain
Topdressing of ovals /playing fields		Council to maintain
Weedspraying of ovals /playing fields and surrounds includes all areas within the reserve		Council to maintain
Irrigation system maintenance		Council to maintain
Irrigation management		Council to maintain
Black beetle spraying of ovals /playing fields		Council to maintain
Other Areas		
Lighting of road areas and car park		Council to maintain
Road areas		Council to maintain
Carpark		Council to maintain
Other Areas		
Boundary fence and Gates		Council to maintain
Internal Fences and Gates	Lessee to maintain fencing and gates around areas such as netball courts, etc.	
Underground mains water and sewerage pipes to the connection point with the Premises		Council to maintain

6. REVIEW AND EVALUATION

The effectiveness of this Code will be reviewed on a biennial basis to ensure that its commitment to the principles of good conduct and standards of behaviour is being achieved.

The Chief Executive Officer will report to council on the outcome of the evaluation and if relevant make recommendations for amendments, alteration or substitution of a new Code.

The Code will not be altered or substituted so as to affect a process already commenced.

The Code will be reviewed after each general election of Council.

7. FURTHER INFORMATION

Further information about this Code can be obtained by:-

Telephone: 8522 9211
Fax: 8522 9212
Email: council@gawler.sa.gov.au
Appointment: Town Hall, 89 – 91 Murray Street, Gawler
Letter: PO Box 130, Gawler SA 5118

8. AVAILABILITY OF THE POLICY

The Code is available for inspection during ordinary business hours at the Council principal office, Gawler Town Hall or Library Council Offices, 89 – 91 Murray Street, Gawler or is available for the Council website at www.gawler.sa.gov.au.

A copy of this Code will be provided to interested parties upon request, for a fee as contained in the Register of Fees and Charges.