

**SPORTING & COMMUNITY CLUBS/ORGANISATIONS AGREEMENT SCHEDULE FOR
LEASES (EXCUSIVE RIGHT OF POSSESSION) 5.8**

Policy Number & Name:	5.8 Sporting & Community Clubs/Organisations Agreement Schedule for <u>Leases</u> (Exclusive Right of Possession)
Classification	Public – Corporate Policy
Adopted:	January 2013
Frequency of Review:	Biennial
Last Review:	May 2011
Next Review Due:	January 2015
Responsible Officer(s):	Director Planning & Infrastructure Property Officer
Policy Manual File Ref:	CC10/2601
Council File Reference:	
Legislative Authority:	Local Government Act 1999 Retail and Commercial Leases Act 1995 Associations Incorporations Act 1985
Related Policies:	Sporting & Community Clubs/Organisations Fees Policy for Ground Leases (Exclusive Right of Possession)

1. INTRODUCTION

- 1.1 Council has a role in providing facilities for community and recreational activities to strengthen communities and encourage healthy lifestyles.
- 1.2 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

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

- 2.2** 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, associations, organisations and groups 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 healthy and active communities.

3. EXPLANATION

- 3.1** The policy provides a framework and is the guiding document in the development and establishment of Leases between Council and outside incorporated organisations. The policy applies to leases only. Buildings include sheds, verandahs, shipping containers and any other buildings or structures on the property/premises. Any other conditions be listed in the lease. Generally leases will be for a period of five (5) years plus a right of renewal for a further five (5) years.

3.2 What is a Lease?

- 3.2.1** A lease is a grant of the possession, and use, of such things as land, buildings and rooms (the Premises) to another for a specific period of time and in exchange for some form of consideration.
- 3.2.2** The grant of a lease will give the lessee exclusive possession of the Premises, which means that the lessee will have the possession and use of the Premises to the exclusion of the rest of the world (including the Council). This means that the premises are secured, locked or gated and not accessible to the general public.
- 3.2.3** The terms of the lease govern the relationship between the Council and the lessee for the duration of the lease.

3.3 When to use a Lease?

- 3.3.1** A lease is typically used where the lessee will obtain the use and possession of the Premises at all hours of the day, every day during the period for which the lease is granted.
- 3.3.2** A lease will give the lessee an “interest” in the Premises and at the commencement of that lease, to the exclusion of all others. In the case of a lease, where exclusive possession occurs the lessee will be responsible for all outgoings like water, insurance, electricity, maintenance, etc.

4. FEE'S/MAINTENANCE CRITERIA

Item	Lessee's Obligations	Council's Obligations
Rent	Payable upon negotiated amount	
Capital Works	Lessee to maintain Lessee may initiate at its cost provided approval is granted from Council including any necessary building and planning approvals	Council to pay where it is a Council initiative/or Council Budget Item
Council rates, taxes, emergency services levy and charges (excluding state land tax)	Lessee's responsibility. Lessee may be entitled to a rebate and application needs to be lodged with Council	<i>The Local Government Act provides Council the ability to rebate up to 100%</i>
Utilities including telephone, electricity, gas, water and excess water	Lessee responsible for usage	Council to pay supply and sewer charge.
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	
Building insurance premium	Lessee can arrange and provide evidence to Council or request Council to arrange and reimburse Council. Cover needs to be acceptable to Council's Insurers.	
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	
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 reimburse Council	Council to arrange
Asbestos Checks	Lessee to reimburse Council	Council to arrange

Item	Lessee's Obligations	Council's Obligations
Air-conditioners	Lessee to purchase, insure and pay the running cost	Council to co-ordinate servicing and lessee to reimburse Council
Plumbing Maintenance	Lessee to reimburse Council	Council to arrange
Maintenance of electrical power points, RCD's and fixed cables along with the annual testing	All maintenance to be lessee's responsibility Lessee to reimburse Council for annual testing and tagging.	Council to arrange
Inside Buildings / Structures continued		
Maintenance of stoves and other electrical items	Lessee to reimburse Council	Council to arrange
Maintain lighting, fixtures and fittings to the Premises	Lessee to maintain	
Maintenance of fire safety equipment (eg extinguishers, exit lights)	Lessee to reimburse Council	Council to arrange
Floor Coverings	The lessee is required to maintain the floor coverings in adequate condition at all times – to be in the same or better condition at the expiration of the lease as at the beginning of the lease.	
Building Inspection	Building inspection required at least every five years - Council to arrange and lessee to reimburse Council	
Paint (Inside and Outside)	The lessee is required to retain in adequate condition – to be in the same condition as when lessee enters into Lease	
Cleaning of Roofs, gutters and downpipes	Lessee to maintain. Lessee to reimburse Council for gutter cleaning	Council to organise cleaning of gutters
Hot water service	Lessee to maintain and reimburse Council for replacement	Council to arrange replacement
Maintenance of locks	Lessee to maintain and provide one key to Council	

Item	Lessee's Obligations	Council's Obligations
Outside Buildings/Structures		
Doors on the interior and exterior of the Premises	Lessee to maintain and replace when reasonably required	
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)		Council to maintain
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	Lessee to ensure that no damage occurs to the trees defined	Council to maintain
Trees and vegetation	Lessee to reimburse Council	Council to arrange
Grounds Linemarking	Lessee to maintain	
Mowing of ovals/playing fields	Lessee to reimburse Council	Council to arrange
Aerating of ovals/playing fields	Lessee to reimburse Council	Council to arrange
Fertilising of ovals/playing fields	Lessee to reimburse Council	Council to arrange
Topdressing of ovals/playing fields	Lessee to reimburse Council	Council to arrange
Weedspraying of ovals/playing fields	Lessee to reimburse Council	Council to arrange
Irrigation system maintenance	Lessee to reimburse Council	Council to arrange

Item	Lessee's Obligations	Council's Obligations
Irrigation management		Council to arrange
Black beetle spraying of ovals/playing fields	Lessee to reimburse Council	Council to arrange
Other Areas		
Lighting of road areas and car park	Lessee to reimburse Council	Council to arrange
Road areas	Lessee to reimburse Council	Council to arrange
Carpark	Lessee to reimburse Council	Council to arrange
Boundary fence and Gates	Lessee to maintain	
Internal Fences and Gates	Lessee to maintain	
Special surfaces eg tennis courts, netball courts, bowling greens, croquet greens, etc	Lessee to maintain	
Other Areas (continued)		
Underground mains water and sewerage pipes to the connection point with the Premises		Council to maintain
Septic Tank/Aerobic System	Lessee to reimburse Council	Council to arrange
Other Matters/Items at Council Discretion		

5. REVIEW AND EVALUATION

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

The Chief Executive Office 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.

6. 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

7. AVAILABILITY OF THE POLICY

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