

Lease, Licence, Exclusive Licence and Hire of Community Facilities

Status Council

Department Corporate and Strategy

Objectives

1. To guide lease, licence, exclusive licence and hire practices for Council facilities used for community purposes.
2. To realise a level of financial return to reduce reliance on budget for maintenance.
3. To achieve a level of social return through the delivery of services or activities aimed at providing a community benefit.
4. To support a fit for purpose property portfolio that meets the needs of the City of Nedlands.
5. To ensure the appropriate use of a Council facility for a bona fide community purpose or function to an eligible user, which includes the review of financial statements on a regular basis.
6. To promote consistent and equitable terms and conditions and establish a minimum standard.
7. To ensure lease, licence, exclusive licence and hire practices contribute to a sustainable City.
8. To assist with responsibly managing and mitigating any risk to the City of Nedlands.

Scope

This policy applies to all land and building assets owned or controlled by the City of Nedlands used for community purposes. It excludes land and building assets used for residential or commercial purposes.

Definitions

Community facilities include halls, pavilions, change-rooms, clubrooms, and other buildings used for community purposes.

Community purpose means a purpose that is primarily for the provision of educational, social, or recreational activities or services that aim to promote the welfare of the community through the delivery of community benefits.

Discount means a reduction in the user contribution for an eligible user to support their sustainable operating capacity to deliver a social return.

Eligible User means a non-commercial entity including sporting clubs, community groups, not-for-profit incorporated organisations, government agencies and individual community members (also referred to as tenant within this policy).

Exclusive Licence means a contract outlining the terms and conditions under which one party is granted permission to jointly use a facility owned by another party. The intention is to allow multiple parties to collocate under a share-use arrangement for a



medium term, therefore a portion of the facility is made available at set times to facilitate seasonal use.

Facility User means a non-commercial entity including sporting clubs, community groups, not-for-profit incorporated organisations, government agencies, individual community members and commercial entities.

Hire Arrangement means an agreement to hire out a facility or a portion of a facility pursuant to the City of Nedlands Local Law Relating to Council Halls. Fees and charges for facility hire are adopted on a yearly basis by Council as part of the annual budget process as determined by the City of Nedlands and based on a proportion of cost recovery. The basis of hire may be casual (one off) or regular (usually seasonal) and is generally intended for a short term.

Lease means a contract outlining the terms and conditions under which one party agrees to exclusively use a facility owned by another party for a specified term. It confers an interest in the land and is capable of being secured against the title. The intention is to provide formal security of tenure for one party over a long term.

Licence means a contract outlining the terms and conditions under which one party is granted permission for non-exclusive use of a facility owned by another party for a specified term. It does not create an interest in the land. The intention is to allow multiple parties to collocate under an ad hoc arrangement for a medium term, therefore a portion of the facility is made available for hire during the licence term.

Non-Structural Maintenance means the continuous, diligent, and ongoing inspection, maintenance and repair of all non-structural components that do not have an intrinsic bearing on the support to any other integral member of the facility such as, by limitation, the roof structure, posts, load bearing walls, foundations, girders, floor joists, footings, and other load bearing members.

Preventative Maintenance aims to reduce significant expenses arising from unexpected repairs by proactively managing the facility through routine and programmatic maintenance, including but not limited to fire servicing equipment, mechanical services, hydraulic services, gutter cleaning, pest control and electrical compliance testing.

Social Return means the delivery of services, initiatives and activities that provide benefits which support the needs of the community and assists the City in the delivery of its strategic objectives.

Structural Maintenance means the continuous, diligent, and ongoing inspection, maintenance, and repair of all structural components of the facility that ensures good state of repair and safe usage, in compliance with all applicable laws including all required alterations, replacements, major repairs, modifications or upgrades to the structural components of the facility.

Structural Maintenance Fund means a reserve fund set aside to fund the structural maintenance of the City's buildings and the replacement of any structures or improvements. The fund may also be used for capital development.



User Contribution means the cost payable by an eligible user to occupy a community facility (includes maintenance contribution and licence fee only).

Statements

- Council recognises the key contribution that sporting clubs, community groups and not-for-profit organisations make to the local community and aims to provide a range of facilities for their use, as well as use by individual community members.
- Council will ensure the level of financial contribution is based on a methodology that considers balancing cost recovery with social return in a way that is financially sustainable for Council.
- Council will acknowledge the social return achieved through the delivery of community benefits from the use of Council facilities for community purposes.
- The utilisation of Council facilities is to be considered in the context of the best approach to support or facilitate the delivery of services in a way that is efficient and minimises unnecessary cost.
- To maximise use of Council facilities, multiple users collocating under a non-exclusive shared use arrangement are preferred. However, under some circumstances Council will consider offering exclusive use of a facility to one specific user, formalised by a lease.
- Council will make its community facilities available to eligible users based on a lease, licence, exclusive licence, or facility hire arrangement, subject to evaluation and approval process.
- Council reserves the right to decide whether a particular facility (or part of a facility) is offered for use based on a lease, licence, exclusive licence or hire arrangement.
- Lease, licence, exclusive licence and facility hire arrangements impose certain obligations on landlords and tenants with respect to maintenance and upkeep, engagement and interaction with neighbours and ongoing compliance with applicable laws and regulations. The conditions of tenure will consider matters relating to obligations, costs and compliance.
- Council is committed to delivering services within its agreed budgets and financial plans and to ensure the highest possible value for money is achieved. Therefore, lease, licence, exclusive licence or facility hire arrangements will only occur where there is a budget identified and the proposed costs or revenues are in line with budgets.
- Council is committed to transparency and maintaining the highest standards so far as the use of ratepayer's funds are concerned. Therefore, Council will strictly observe and enforce its policy and procedures in relation to related-party



transactions, conflict of interest and confidentiality in all its dealings regarding the leasing, licensing, exclusive licensing and hiring of facilities.

Principles

To provide consistent and equitable terms and conditions of tenure, the utilisation of Council facilities will be based on the following principles:

- Supporting local groups/clubs.
- Social return through community benefits.
- Environmental sustainability through considered future upgrade works/alterations.
- Financial sustainability through considered fiscal management.
- Equity.
- Transparency.
- Consistency.
- A healthy community.
- Strategic future of underlying land assets.

Tenure Conditions

- Occupancy agreements over the City of Nedlands facilities will be administered in a consistent and equitable manner through standard tenure conditions based on a lease, licence, exclusive licence, or facility hire arrangements.
- The standard conditions of tenure within this policy are non-negotiable terms.

Leases

Purpose

Leases are formal occupancy agreements that aim to provide Tenants with secure long-term tenure of a community facility and the right to its exclusive use.

Eligibility

- Lease proposals and renewals will be assessed against the evaluation criteria.
- The City of Nedlands may undertake a social cost-benefit analysis should a proposal for lease not achieve a cost neutral outcome.

Conditions of Tenure

A lease will be subject to the following standard conditions of tenure:

LEASE	
Term	10 years
Further term	5 years
Use	Community purpose
Possession	Exclusive



Share use venue	No	
Bond	N/A	
Maintenance inspection clause	Yes	
Change over clause	N/A	
Redevelopment clause	Yes	
Capital improvements	Permitted with prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Alcohol	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Signage	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Alterations/Additions	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Sublease	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Responsibilities	Tenant	City of Nedlands
Annual maintenance contribution	✓	
Annual environmental levy	✓	
Preventative maintenance	✓	
Non-structural maintenance	✓	



Structural maintenance	✓	The City of Nedlands may offer to undertake structural maintenance provided the Tenant contribute to a Structural Maintenance Fund in addition to the annual maintenance contribution.
Cleaning and general presentation	✓	
Immediate surrounds	✓	
Operating costs	✓	
Utility costs and outgoings	✓	
Building insurance premium and excess	✓	
Fit-out costs	✓	
Legal costs (agreement preparation, execution & registration)	✓	
Capital upgrade costs	✓	
Public liability insurance	✓	
Contents insurance	✓	
Workers compensation (if applicable)	✓	
Building insurance		✓
Delivery of social benefits to the community	✓	
Access and security	✓	
Annual financial statements and occupancy statistics	✓	

Maintenance Contribution

- The maintenance contribution will be determined in accordance with the City of Nedlands adopted Schedule of Fees and Charges, based on a minimum cost recovery target for the subject facility to be quarantined in a Building Maintenance Contribution reserve with reference to the specific lease area in the reserve subsidiary ledger within the City's financial management system, to fund structural repairs and maintenance as determined by the City's capital works program.
- Council may consider the cost of providing the City of Nedlands community facilities portfolio as a whole; and decide on an appropriate minimum rate of cost recovery, to be implemented through the City of Nedlands leases.



Environmental Levy

- The environmental levy will be determined in accordance with the City of Nedlands adopted Schedule of Fees and Charges, based on a set fee to be quarantined in a Building Maintenance Contribution reserve with reference to the specific lease area in the reserve subsidiary ledger within the City's financial management system, to fund environmental initiatives.

Compliance

Tenants must comply with:

- all terms and conditions within their occupancy agreement including the standard conditions of tenure;
- all statutes and local laws;
- all consents, approvals, authorities, licences and permits;
- all relevant state and commonwealth law and all relevant codes;
- any obligations relating to the payment of fees and charges; and
- all orders, notices, requisitions or directions of any competent authority relating to the facility or to the business/operation the Tenant undertakes at the facility.

Approval

All leases must be approved by Council. To consider an approval the City of Nedlands must be satisfied that the use is consistent with the nature of the land and building asset and the applicant can ensure the safe and appropriate use of the facility.

Licences

Purpose

Licences are formal occupancy agreements for non-exclusive use and aim to provide Tenants with secure, medium-term tenure of a community facility that is shared with other users.

Eligibility

- Licence proposals and renewals will be assessed against the evaluation criteria.
- The City of Nedlands may undertake a social cost-benefit analysis should a proposal for licence not achieve a cost neutral outcome.

Conditions of Tenure



A licence will be subject to the following standard conditions of tenure:

LICENCE		
Term	5 years	
Further term	N/A	
Use	Community purpose	
Possession	Non-Exclusive	
Share use venue	Yes	
Bond	N/A	
Maintenance inspection clause	Yes	
Change over clause	Yes - Minimum 2 weeks required	
Redevelopment clause	Yes	
Capital improvements	N/A	
Alcohol	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Signage	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Alterations/Additions	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Sublicence	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Responsibilities	Tenant	City of Nedlands
Annual licence fee	✓	
Annual environmental levy	✓	
Preventative maintenance		✓
Non-structural maintenance		✓
Structural maintenance		✓
General presentation	✓	
Immediate surrounds	✓	
Cleaning		✓
Cleaning costs	✓	
Operating costs	✓	
Utility costs and outgoings (proportionate)	✓	
Building insurance premium and excess (proportionate)	✓	



Fit-out costs	✓	
Legal costs (agreement preparation & execution)	✓	
Capital upgrade costs		✓
Public liability insurance	✓	
Contents insurance	✓	
Workers compensation (if applicable)	✓	
Building insurance		✓
Delivery of social benefits to the community	✓	
Annual financial statements and occupancy statistics	✓	
Access and security	✓	
Card access set up		✓

Licence Fee

- The licence fee will be determined in accordance with the City of Nedlands adopted Schedule of Fees and Charges, based on a minimum cost recovery target for the subject facility to be quarantined in a Building Maintenance Contribution reserve with reference to the specific lease area in the reserve subsidiary ledger within the City's financial management system, to fund preventative, non-structural and structural repairs and maintenance as determined by the City's capital works program.
- Council may consider the cost of providing the City of Nedlands community facilities portfolio as a whole; and decide on an appropriate minimum rate of cost recovery, to be implemented through the City of Nedlands licences.

Environmental Levy

- The environmental levy will be determined in accordance with the City of Nedlands adopted Schedule of Fees and Charges, based on a set fee to be quarantined in a Building Maintenance Contribution reserve with reference to the specific lease area in the reserve subsidiary ledger within the City's financial management system to fund environmental initiatives.

Compliance

Tenants must comply with:

- all terms and conditions within their occupancy agreement including the standard conditions of tenure;
- all statutes and local laws;
- all consents, approvals, authorities, licences and permits;
- all relevant state and commonwealth law and all relevant codes;
- any obligations relating to the payment of fees and charges; and



- all orders, notices, requisitions or directions of any competent authority relating to the facility or to the business/operation the Tenant undertakes at the facility.

Approval

All licences must be approved by Council unless authority to approve has been formally delegated by Council to the Chief Executive Officer. To consider an approval the City of Nedlands must be satisfied that the use is consistent with the nature of the land and building asset and the applicant can ensure the safe and appropriate use of the facility.

Exclusive Licences

Purpose

Exclusive licences are formal occupancy agreements for non-exclusive use and aim to provide sporting clubs and other community-based user groups with secure, medium-term tenure of a community facility that is shared with other users on a seasonal basis.

Eligibility

- Exclusive licence proposals and renewals will be assessed against the evaluation criteria.
- The City of Nedlands may undertake a social cost-benefit analysis should a proposal for an exclusive licence not achieve a cost neutral outcome.

Conditions of Tenure

An exclusive licence will be subject to the following standard conditions of tenure:

EXCLUSIVE LICENCE	
Term	5 years
Further term	5 years
Use	Community purpose
Possession	Seasonal
Share use venue	Yes
Bond	N/A
Maintenance inspection clause	Yes
Change over clause	Yes - Minimum 2 weeks required
Redevelopment clause	Yes
Capital improvements	N/A



Alcohol	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Signage	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Alterations/Additions	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Sublicence	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Responsibilities	Tenant	City of Nedlands
Seasonal licence fee	✓	
Seasonal environmental levy	✓	
Preventative maintenance during period of occupancy	✓	
Non-structural maintenance during period of occupancy	✓	
Structural maintenance		✓
General presentation	✓	
Immediate surrounds	✓	
Cleaning		✓
Cleaning costs	✓	
Operating costs	✓	
Utility costs and outgoings (proportionate)	✓	
Building insurance premium and excess (proportionate)	✓	
Fit-out costs	✓	
Legal costs (agreement preparation & execution)	✓	
Capital upgrade costs		✓
Public liability insurance	✓	
Contents insurance	✓	
Workers compensation (if applicable)	✓	
Building insurance		✓
Delivery of social benefits to the community	✓	



Annual financial statements and occupancy statistics	✓	
Access and security	✓	
Card access set up		✓

Exclusive Licence Fee

- The licence fee will be determined in accordance with the City of Nedlands adopted Schedule of Fees and Charges, based on a minimum cost recovery target for the subject facility to be quarantined in a Building Maintenance Contribution reserve with reference to the specific lease area in the reserve subsidiary ledger within the City's financial management system, to fund structural repairs and maintenance as determined by the City's capital works program.
- Council may consider the cost of providing the City of Nedlands community facilities portfolio as a whole; and decide on an appropriate minimum rate of cost recovery, to be implemented through the City of Nedlands exclusive licences.

Environmental Levy

- The environmental levy will be determined in accordance with the City of Nedlands adopted Schedule of Fees and Charges, based on a set fee to be quarantined in a Building Maintenance Contribution reserve with reference to the specific lease area in the reserve subsidiary ledger within the City's financial management system, to fund environmental initiatives.

Compliance

Tenants must comply with:

- all terms and conditions within their occupancy agreement including the standard conditions of tenure;
- all statutes and local laws;
- all consents, approvals, authorities, licences and permits;
- all relevant state and commonwealth law and all relevant codes;
- any obligations relating to the payment of fees and charges; and
- all orders, notices, requisitions or directions of any competent authority relating to the facility or to the business/operation the Tenant undertakes at the facility.

Approval

All exclusive licences must be approved by Council unless authority to approve has been formally delegated by Council to the Chief Executive Officer. To consider an approval the City of Nedlands must be satisfied that the use is consistent with the nature of the land and building asset and the applicant can ensure the safe and appropriate use of the facility.

Facility Hire

Purpose

Facility hire occupancy agreements facilitate regular or ad hoc non-exclusive use and aim to provide users with short term tenure of a community facility that is shared with other users to allow the finite resources of the City of Nedlands to be utilised appropriately.

Eligibility

Community groups and organisations, sporting clubs, individuals and businesses are all eligible to use the City of Nedlands hire facilities. However, priority will be given to the following users:

- Incorporated, not-for-profit, community organisations and sporting clubs; and
- Informal community groups.

Maximising Use

- To maximise use of its hire facilities, Council may allow bookings by individuals and businesses. However, priority for bookings may be given to community groups and organisations.
- When evaluating facility hire, consideration may be given to the appropriateness of a facility to be utilised for a particular purpose to ensure the effective control and management of the City of Nedlands community facilities through colocation opportunities.

Conditions of Tenure

A hire arrangement will be subject to the following standard conditions of tenure:

FACILITY HIRE	
Term	1 hour to 1 year
Further term	N/A
Use	Community/Commercial purpose
Possession	Non-Exclusive
Share use venue	Yes
Bond	Yes
Maintenance inspection clause	Yes
Change over clause	N/A
Redevelopment clause	N/A
Capital improvements	N/A

Alcohol	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions. Restricted to limited facilities.	
Signage	Prohibited without prior written consent from the City of Nedlands. Approval may be withheld or subject to conditions.	
Alterations/Additions	N/A	
Sublease	N/A	
Responsibilities	Facility User	City of Nedlands
Hire fee	✓	
Preventative maintenance		✓
Non-structural maintenance		✓
Structural maintenance		✓
General presentation during period of hire	✓	
Immediate surrounds		✓
Cleaning following period of hire	✓	
Cleaning costs (if applicable)		✓
Operating costs (if applicable)	✓	
Utility costs and outgoings		✓
Building insurance premium and excess		✓
Fit-out costs	✓	
Capital upgrade costs		✓
Public liability insurance (if applicable)	✓	
Contents insurance (if applicable)	✓	
Workers compensation (if applicable)	✓	
Building insurance		✓
Access and security	✓	
Card access set up		✓

Storage

In addition to facility hire arrangements the City of Nedlands provides allocated storage to regular users of community facilities. These storage areas are allocated to user groups on application to the City of Nedlands and are determined on a case-by-case basis, based on a demonstrated need. Standard fees and charges apply which are specified in the City of Nedlands Schedule of Fees and Charges.

Hire Fee

- Facility users will be charged a hire fee in accordance with the City of Nedlands adopted Schedule of Fees and Charges to off-set the cost of maintaining its community facilities.
- Commercial rates apply to facility users who occupy a community facility under a commercial arrangement.
- Council may consider the cost of providing the City of Nedlands community facilities portfolio as a whole and decide on an appropriate rate of cost recovery, to be implemented through the City of Nedlands Hall hire fees.

Compliance

Facility users must comply with:

- all terms and conditions within their occupancy agreement including the standard conditions of tenure;
- all statutes and local laws;
- all consents, approvals, authorities, licences and permits;
- all relevant state and commonwealth law and all relevant codes;
- any obligations relating to the payment of fees and charges; and
- all orders, notices, requisitions or directions of any competent authority relating to the facility or the Facility users use of the facility.

Approval

Bookings for the hire of the City of Nedlands community use facilities are approved by administrative staff with consideration to utilisation and maximising use.

Summary of Key Terms

The key terms for lease, licence, exclusive licence and hire arrangements are summarised below:

Summary of Key Terms	Lease	Licence	Exclusive Licence	Hire
Financial Contribution				
Maintenance Contribution	Quarterly	N/A	N/A	N/A
Environmental Contribution	Quarterly	Annual	Annual	N/A
Licence Fee	N/A	Annual	Annual	N/A



Hire Fee	N/A	N/A	N/A	Yes
Bond	N/A	N/A	N/A	Yes
Maintenance Responsibilities				
Non-Structural	Tenant	City of Nedlands	Tenant	City of Nedlands
Preventative	Tenant	City of Nedlands	Tenant	City of Nedlands
Structural	City of Nedlands / Tenant	City of Nedlands	City of Nedlands	City of Nedlands
Cleaning	Tenant	City of Nedlands	City of Nedlands / Tenant	City of Nedlands / Facility User
Costs				
Utilities	Tenant	Tenant	Tenant	City of Nedlands
Operating	Tenant	Tenant	Tenant	Facility User
Fit Out	Tenant	Tenant	Tenant	N/A
Legal	Tenant	Tenant	Tenant	N/A
Cleaning	Tenant	Tenant	Tenant	City of Nedlands / Facility User
ESL	Tenant	Tenant	Tenant	City of Nedlands
Waste Removal	Tenant	Tenant	Tenant	City of Nedlands
Insurance				

Public Liability	Tenant	Tenant	Tenant	City of Nedlands/ Facility User
Building	City of Nedlands	City of Nedlands	City of Nedlands	City of Nedlands
Contents	Tenant	Tenant	Tenant	Facility User
Workers Compensation	Tenant	Tenant	Tenant	Facility User
Term				
Initial	10 years (maximum)	5 years (maximum)	5 years (maximum)	1 year (maximum)
Further Option	5 years (maximum)	N/A	N/A	N/A
Use				
	Tenant to provide a social return for community use	Tenant to provide a social return for community use	Tenant to provide a social return for community use	Community / Commercial
Other Conditions				
Redevelopment Clause	Yes	Yes	Yes	N/A
Tenure	Exclusive	Non-Exclusive	Seasonal	Non-Exclusive
Signage	With prior written consent from City of Nedlands	With prior written consent from City of Nedlands	With prior written consent from City of Nedlands	With prior written consent from City of Nedlands
Capital Improvements	With prior written consent from City of Nedlands	City of Nedlands	City of Nedlands	N/A

Evaluation Criteria for Leases, Licences and Exclusive Licences

- An evaluation methodology will be applied in respect of new lease, licence and exclusive licence proposals and renewals to ensure proposals are



checked for completeness and compliance and are assessed against compliance and qualitative criteria.

- Meeting the eligibility criteria does not confer a right to a lease, licence, or exclusive licence. Council reserves the right to decide whether a facility is offered based on a lease, licence, or exclusive licence; and if so, to whom it is offered.

Discount

- Eligible users may apply for a discount to reduce the user contribution payable to occupy a community facility pursuant to an occupancy agreement. Applications are subject to a social cost benefit and cost effectiveness analysis that is determined against a criteria based assessment undertaken by the City of Nedlands to identify the level of social return being provided.
- Should an application for a discount be approved, a monetary value will be applied against the user contribution to offset the amount payable by the eligible user.
- Discounts are not applicable for hire arrangements.

Maintenance

The City of Nedlands facilities are managed under a decentralised model. While ownership rests with the City of Nedlands, maintenance responsibilities are predominantly determined by the type of occupancy agreement.

Preventative Maintenance

- Lease – The Tenant is responsible for all the preventative maintenance at their cost and will be required to provide a maintenance schedule and record evidencing the work has been addressed for the duration of their lease.
- Licence – The City of Nedlands is responsible for all preventative maintenance however will on-charge the carpet cleaning costs to the Tenant once yearly or as required.
- Exclusive Licence – The Tenant is responsible for all preventative maintenance excluding gutter cleaning and cleaning between Tenants. The City of Nedlands will arrange for the gutter cleaning and cleaning between Tenants then on-charge these costs to the Tenant at the end of each season for their respective occupancy periods.
- Hire – The City of Nedlands is responsible for all preventative maintenance.

Preventative Maintenance	Activities	Lease	Licence	Exclusive Licence	Hire
Mechanical Services	Air-Conditioning Service	Tenant	City of Nedlands	Tenant	City of Nedlands
	Auto Doors/Gates/ Roller Door Service	Tenant	City of Nedlands	Tenant	City of Nedlands
Fire Services	Extinguishers in date/operational	Tenant	City of Nedlands	Tenant	City of Nedlands
	Reels operational	Tenant	City of Nedlands	Tenant	City of Nedlands
	Hydrants operational	Tenant	City of Nedlands	Tenant	City of Nedlands
	Fire Detection / Smoke Alarms operational	Tenant	City of Nedlands	Tenant	City of Nedlands
Electrical Services	RCD and Emergency Lighting Service	Tenant	City of Nedlands	Tenant	City of Nedlands
	Fire Panel Service	Tenant	City of Nedlands	Tenant	City of Nedlands
	Alarm/Security Systems/CCTV Service	Tenant	City of Nedlands	Tenant	City of Nedlands
	Defibrillators	Tenant	City of Nedlands	Tenant	City of Nedlands
Hydraulic Services	Sewer Pump/Grease Trapping Service	Tenant	City of Nedlands	Tenant	City of Nedlands
	Septic System Service	Tenant	City of Nedlands	Tenant	City of Nedlands



Pest Treatment	Pest Treatment	Tenant	City of Nedlands	Tenant	City of Nedlands
	Control Termite Inspection	Tenant	City of Nedlands	Tenant	City of Nedlands
Gutter Clean	Gutter Clean	Tenant	City of Nedlands	City of Nedlands	City of Nedlands
Carpet Clean	Carpet Clean	Tenant	On-charged	On-charged	City of Nedlands
Painting	External and Internal (every 8 years or as required)	Tenant	City of Nedlands	City of Nedlands	City of Nedlands

Non-Structural Maintenance

- Lease – The Tenant will be responsible for all non-structural maintenance.
- Licence – The City of Nedlands will be responsible for all non-structural maintenance however the Tenant will be responsible for repairs, maintenance or replacements that are required because of:
 - Any damage caused by the Tenant or the Tenants Invitees;
 - The Tenants particular use or occupation of the facility; and
 - Any act, omission, default or negligence of the Tenant or the Tenants Invitees.
- Exclusive Licence – The City of Nedlands will be responsible for all non-structural maintenance however the Tenant will be responsible for repairs, maintenance or replacements that are required because of:
 - Any damage caused by the Tenant or the Tenants Invitees;
 - The Tenants particular use or occupation of the facility; and
 - Any act, omission, default or negligence of the Tenant or the Tenants Invitees.
- Hire – The City of Nedlands will be responsible for all non-structural maintenance.

Capital Improvements

Subject to approval, the City of Nedlands may undertake or oversee the project management of the capital improvements at its discretion.

Inspections

Ad-hoc inspections, including but not limited to environmental health inspections, are conducted by the City of Nedlands to ensure the facility is maintained to a safe, clean and acceptable standard. Tenants will be given notice of these inspections.

Condition Audits

Maintenance and condition audits take place on an annual basis to:

- Identify if required maintenance previously identified has been conducted.
- Identify any other maintenance defects.
- Identify any renewal items that need to be added to the City of Nedlands maintenance and capital works programs.

Renewal of Building Components

Through regular inspection, the City of Nedlands identifies renewal works with consideration to a components age and deterioration. These components are then listed for potential renewal in a works plan and then prioritised by risk in the City of Nedlands 10-year capital works plan. Generally, the City of Nedlands will replace building components when they reach a poor condition and/or are approaching the end of their useful life with consideration to target and intervention service levels.

Upgrade of Building Components

The need for new and/or upgraded components (e.g. an extension to meet a service deficiency) may be identified from several potential sources. If identified, potential projects are investigated and considered by the City of Nedlands. Where valid, projects are prioritised against other City of Nedlands commitments. Approved projects are then prioritised in the City of Nedlands 10-year capital works plan taking into consideration the City of Nedlands Informing Strategies and Plans.

Operating Costs

General day to day operating activities are determined by the type of occupancy agreement. This is set out in the table below:

Operating Costs	Activities	Lease	Licence	Exclusive Licence	Hire
Insurance	Insurance - Building	On-charged	Proportion On-charged	Proportion On-charged	City of Nedlands
	Insurance - Public Liability	Tenant	Tenant	Tenant	City of Nedlands / Facility User



Utilities	Electricity/Power costs	Tenant	On-charged	On-charged	City of Nedlands
	Water consumption	Tenant	On-charged	On-charged	City of Nedlands
	Gas consumption	Tenant	On-charged	On-charged	City of Nedlands
	Internal Security	Tenant	On-charged	On-charged	City of Nedlands
	Phone/Internet charges	Tenant	On-charged	On-charged	City of Nedlands
Cleaning	General presentation and up-keep of facility	Tenant	On-charged	On-charged	City of Nedlands
	Sweeping and litter removal of surrounds (if applicable)	Tenant	On-charged	On-charged	City of Nedlands
	Gardens and surrounds (if applicable)	Tenant	On-charged	On-charged	City of Nedlands
	Windows	Tenant	On-charged	On-charged	City of Nedlands
	Waste removal	Tenant	On-charged	On-charged	City of Nedlands
	Toilet requisites/consumables/sanitary	Tenant	On-charged	On-charged	City of Nedlands
	Kitchen and oven	Tenant	On-charged	On-charged	City of Nedlands
	Flooring such as carpet steam/shampoo, tile and grout cleaning etc.	Tenant	On-charged	On-charged	City of Nedlands

Signage

- All temporary or permanent signs advertised, displayed or erected on property owned or managed by the City of Nedlands is subject to City approval being obtained and/or a Permit also issued, where required.



- Sign construction and location will be in accordance with but not limited to the following requirements:
 - Signs must:
 - be constructed of material that will not have an adverse effect on the safety or convenience of any person, movement of persons, vehicles or land;
 - be constructed in accordance with the size and dimensions approved by the City of Nedlands;
 - be placed in a location acceptable to the City of Nedlands and at least 25 metres from a signalised traffic intersection or pedestrian activated crossing, and at least 2 meters from any adjacent infrastructure or trees;
 - be placed so as to not restrict the sight distance of other signs and traffic control devices or impede the vision of a driver of a vehicle using a street;
 - comply with any disability access and inclusion requirements for the visually impaired;
 - be adequately secured;
 - all posts which support a sign must be safe, not be erected/positioned in a dangerous manner and be capped with protective covers on their ends and
 - contain clear and legible writing or symbols.
 - Signs must not:
 - cause a safety hazard to pedestrians or traffic;
 - cause an obstruction or impair any access to a person or vehicle;
 - be placed in the median strip, traffic island or attached to road furniture/infrastructure, parking pole, traffic signs or street/verge trees;
 - be illuminated, move, flash, rotate or unreasonably reflect so as to be an undue distraction to drivers;
 - be adhesive in nature or affixed to any other structure;
 - be placed as to cover any other City of Nedlands signs or markings;
 - or
 - resemble or be reasonable mistaken by road users as a traffic control device.
- The City of Nedlands reserves the right to prohibit the display of any sponsors name or logo, if it is deemed inappropriate and/or advertising/promoting a political party.
- The number of signs advertised, displayed or erected must not exceed the number of signs approved by the City of Nedlands.
- The City acknowledges sponsorship is an important funding mechanism for many clubs and community groups. Sponsorship signage may be permitted, however sponsorship signs shall be limited to 2 signs per court or green and shall be inward

facing. For ovals, temporary sponsorship signs/banners are permitted on game days but must be removed at the end of play.

- All costs pertaining to the sign (including installation, removal and any damage caused to the City of Nedlands and other service providers assets) will be at the Tenants expense.

Crown Land

Crown land reserves may be vested to a local government by way of a management order and are generally subject to conditions. Notwithstanding a local government may have the care, control and management of the land, consent is required from the Minister for Lands prior to the disposal of a property by way of lease or licence.

Insurance and Indemnities

Insurance

- Tenants will be responsible for:
 - Taking out and maintaining public liability insurance.
 - Liability for all actions or omissions of the Tenant's employees, contractors, invitees and agents.
 - Taking out and maintaining workers compensation insurance where the Tenant employs persons.
 - Taking out and maintaining insurance for their own contents and equipment left on the Premises.
- Facility users may be responsible for taking out public liability insurance if applicable.
- The City of Nedlands is responsible for taking out and maintaining insurance against those City of Nedlands constructed buildings or structures located on the Premises. Subject to the type of occupancy agreement this cost may be on-charged to the Tenant.

Indemnity

- The Tenant will be responsible for indemnifying the City of Nedlands against all actions, claims and costs made or suffered by the City of Nedlands unless caused by the negligent or wrongful act of the City of Nedlands.

Legislative and Compliance Requirements

- Local Governments must comply with all Governing Laws.
- Where Council proposes to enter into a new lease, it must comply with section 3.58 of the *Local Government Act 1995*. Section 3.58 of the Act states that a local government can dispose of property (including by way of lease) other than by way of public auction or public tender if, before agreeing to dispose of the property it has

undertaken the public consultation process as prescribed by section 3.58(3) of the Act.

- Department agencies, charitable incorporated associations, cultural, educational, recreational, sporting and community body's or body's of other like nature are eligible for an exemption to section 3.58 of the *Local Government Act 1995* pursuant to Regulation 30 of the *Local Government (Functions and General) Regulations 1996* therefore, the disposal of land by way of lease is not required to be advertised.

WA Safety Guidelines

Where the Western Australian Government issue directions under the *Emergency Management Act 2005* and the *Public Health Act 2016* in response to the COVID-19 Pandemic or similar events, Tenants and Landlords will be required to comply with any measures/requirements prescribed within the *Emergency Management Act 2005* and the *Public Health Act 2016*. Penalties may apply should any party fail to comply with these requirements.

Document Control			
Document Responsibilities			
Owner	Council	Owner Business Unit:	Corporate and Strategy
Inception Date:	26 March 2024	Decision-maker:	Council
Review Date:	1 March 2026	Repeal and Replace:	Repealed Use of Council Facilities for Community Purposes
Compliance Requirements:			
Legislation:	<i>City of Nedlands Local Law Relating to Council Halls</i> <i>Disability Services Act 1993 (WA)</i> <i>Emergency Management Act 2005</i> <i>Land Administration Act 1997 (WA)</i> <i>Local Government Act 1995 (WA)</i> <i>Local Government (Functions and General) Regulations 1996 (WA)</i> <i>Property Law Act 1969 (WA)</i> <i>Public Health Act 2016</i> Council Policy – Capital Grants for Sporting Clubs Asset Management Policy		
Link to Council Plan	Pillar - Performance 11. Effective leadership and governance 12. A happy, well-informed and engaged community		

