



GOLDEN PLAINS SHIRE

ATTACHMENTS

**Under Separate Cover
Council Meeting**

6.00pm Tuesday 27 April 2021

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CLAW Enterprises Pty Ltd
P.O. Box 75
Meredith, VIC 3333
Email: info@clawenterprises.com.au

Golden Plains Shire Council
2 Pope St,
Bannockburn VIC 3331

20th March 2021

Dear Dean,

Re: Meredith Interpretive Centre – Covid-19 rent relief request

Due to Covid-19 impacts on our business, we are writing to formally request that Council consider the following amendments to our Council Lease Agreement dated 29th April 2020:

- **Schedule 1 – Item 5 (Expiry date)** – That it be amended to “**28 April 2022**”.
- **Schedule 1 – Item 6 (Term)** – That it be amended to “**24 Months (then two 3-year options at Council’s discretion). The additional terms will commence should external grant funding be achieved before 28 April 2022 or after the first full 12-month term has expired**”.
- **Schedule 1 – Item 7 (Rent)** – That it be amended to “**Initial 24 months at \$11 p.a (peppercorn). Additional terms (at Council’s discretion) will be at commercial valuation of \$13,200GST Inc + 2% p.a. Fees subject to annual review**”.

As per the Agreement, our plans for the lease of the property at 10 Wallace Street was for the following uses:

- Establishment of a creative co-working/training space
- Create pop-up shops (pending planning permit approval)
- Establish a Community Garden
- Community Meeting Space

A.C.N. 095 653 562 A.B.N. 12 095 653 562

Covid-19 and permit amendment delays has impacted our ability to activate many of the planned and permitted uses. We provide a summary of the impacts and status in the table below:

Permitted Use	Status	Covid-19 Impacts
Establishment of a creative co-working/training space	<ul style="list-style-type: none"> ▪ We have been able to develop and launch online training modules ▪ Internal space has been altered to open it up more ▪ Internal covers removed to reveal original pictures ▪ Outside pictures and picnic tables moved 	<ul style="list-style-type: none"> ▪ Unable to activate face-to-face coaching ▪ Unable to activate use of space for co-working ▪ Unable to activate space for training UNTIL November 2020, under Covid-19 safe rules/restrictions
Create pop-up shops (pending planning permit approval)	<ul style="list-style-type: none"> ▪ An amendment to our Permit application was initiated in November 2020 – Still in progress and full approvals not yet granted ▪ Engineering has raised some questions which were answered in January 2021. The open drain for the raw sewerage may be an issue that we hope will be resolved in the current Environmental Study being undertaken by Council. We are awaiting feedback. 	<ul style="list-style-type: none"> ▪ Delay in revenue generation has impacted our ability to set in motion the capital required for the purchase/install of the mobile pop-up shops
Establish a Community Garden	<ul style="list-style-type: none"> ▪ We have launched phase 1 of the community garden in December 2020 in partnership with the Meredith Primary School 	<ul style="list-style-type: none"> ▪ We were unable to use the space to run the “Nurturing Young Minds” program until August 2020. This program is delivered by Hands of Change to Meredith Primary School using the Meredith Community Garden as the project.
Community Meeting Space	<ul style="list-style-type: none"> ▪ We are now providing the space to the Meredith Lions Club to have their monthly meetings 	<ul style="list-style-type: none"> ▪ We were unable to activate the use of the space for community meetings until February 2021.

We are optimistic that an additional 12 months (to the 28 April 2022) on the “peppercorn” arrangement will allow us to activate the other uses, which in turn will deliver us the revenues.

Council’s consideration in our request will be much appreciated. If you wish to discuss any element of this letter, please do not hesitate to contact me on 0408 822 112.

Your sincerely,



Linda Wong
Company Secretary
CLAW Enterprises Pty Ltd

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COUNCIL LEASE

LEASE OF LAND AND FACILITY(S)

with

CLAW Enterprises Pty Ltd.

for lease of

**Meredith Interpretive Centre,
10 Wallace Street, Meredith**

Date of lease	29 April 2020
Starting date	29 April 2020
Expiry date	28 April 2021* (plus 2 x 3 year extensions at Council's discretion)
File No and Reference	90-06-033: OUT20/65E835CB



COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

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COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

Schedule 1 – Lease

- | | |
|-----------------------|--|
| 1. LANDLORD: | Golden Plains Shire Council
(ABN: 86 998 570 296) |
| 2. TENANT: | CLAW Enterprises Pty Ltd.
(ABN: 12 095 653 562) |
| 3. LAND: | Portion of the land known as Meredith Interpretive Center and parcel of land located at 10 Wallace Street, Meredith and known as Allotment 6, Section 4, Parish of Meredith |
| 4. COMMENCEMENT DATE: | 29 April 2020 |
| 5. EXPIRY DATE: | 28 April 2021 |
| 6. TERM: | 12 Months (then two 3 year options at Council's discretion). The additional terms will commence should external grant funding be achieved before 28 April 2021 or after the first full 12 month term has expired. |
| 7. RENT: | Initial 12 months at \$11 p.a (peppercorn). Additional terms (at Council's discretion) will be at commercial valuation of \$13,200GST Inc + 2% p.a. Fees subject to annual review. |
| 8. PERMITTED USE: | Establishment of a creative co-working/training space
Create pop-up shops (pending planning permit approval)
Establish a Community Garden
Community Meeting Space |
| 9. FURTHER TERM: | 3 years with a 3 year extension option (both at Councils discretion). |
| 10. GUARANTEED SUM: | Not Applicable |
| 11. REVIEW DATE(S): | Rent is payable as per Clause 6(d). The rate and lease terms will be changed to commercial rent at end of first 12 months, or if external grant funding is received within this period of time. |
| 12. LANDLORD ADDRESS: | GOLDEN PLAINS SHIRE COUNCIL
C/- ERIC BRASLIS (CEO)
2 POPE STREET
BANNOCKBURN VIC 3331 |
| 13. TENANT ADDRESS: | CLAW ENTERPRISES PTY LTD.
CHAIRPERSON CHRIS ARDREY
172 PIONEER ROAD, MEREDITH |
| 14. INSURED SUM: | \$20 Million |

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COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

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- 15. PAYMENT ADDRESS:** Bannockburn or Linton Customer Service Centres

 - 16. LANDLORD'S IMPROVEMENTS:** Buildings, fixtures and fittings

 - 17. TENANT'S IMPROVEMENTS:** To manage, operate and maintain the Meredith Interpretive Centre for the benefit of the user groups and local community

 - 18. SPECIAL CONDITIONS:**

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COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

THIS LEASE:**BETWEEN****THE LANDLORD** whose name appears in Schedule 1.**AND****THE TENANT** whose name appears in Schedule 1.

WITNESS that in consideration of the covenants and conditions hereinafter contained, the Council grants to the Tenant a lease over the leased land to be held by the Tenant for a period as per Schedule 1.

1. Definitions

In this Lease unless the contrary intention appears:-

"The Act" means the *Local Government Act* 1989 and any amendments or re-enactment thereof from time to time.

"Council" means the Golden Plains Shire Council and any successors in title of the Council in its capacity as Landlord of the leased land.

"Tenant" means the Tenant and any permitted assignees of the Tenant.

"Leased land" means the leased land specified in Schedule 1 and includes the Council's fixtures.

"Facility" means all buildings on the leased land.

"GST" means the tax payable on taxable supplies under GST legislation.



COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

2. Interpretations

- (a) A reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (b) The singular includes the plural and vice versa;
- (c) Words denoting any gender include all genders;
- (d) A reference to this agreement includes any schedule, annexure, special conditions or attachment to it;
- (e) A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government body and vice versa;
- (f) A reference to any thing is a reference to the whole and each part of it;
- (g) A reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (h) A reference to "dollars" or "\$" is a reference to Australian currency;
- (i) The terms "including" and "include" are not terms of limitation;
- (j) A reference to a matter being "to the knowledge" of a persons means that the matter is to the best of the knowledge and belief of that person after making reasonable enquiries in the circumstances.

3. Covenant

The Tenant covenants with the Council

Pay Rent

- (a) To duly and punctually pay to the Council or such other person as from time to time nominated by the Council the rent reserved clear of all deductions. Council will invoice the Tenant annually.

Pay Outgoings

- (b) To pay to the proper authorities all rates, taxes, duties, charges, assessments, impositions and levies rated or levied on the leased land. To receive invoices directly from the supply authorities for outgoings due on the leased land.
- (c) To pay all stamp duty and the Landlord's legal costs of this lease.

GST

- (d) If GST is or will be or is purported to be payable on any Supply the Party receiving the Supply must pay the Party making the Supply a sum equal to any GST payable by the supplier for that Supply.



COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

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- (e) To the extent that one Party is required to reimburse the other Party for costs incurred by the other Party, those costs do not include any amount in respect of GST for which the Party is entitled to claim an input tax credit.
 - (f) A party's obligation to pay an amount under this clause is subject to a valid tax invoice being delivered to that Party.

Use of Premises

- (g) The objectives of the tenant shall be the control and management of the facility and to act as a planning, promotion and management body for the development of the facility. The tenant must use the leased land for the permitted use specified in Item 8 of Schedule 1 and the leased land cannot be used without the Council's consent for any other use.
- (h) All activities conducted on the leased land are to be properly and competently supervised for the safety of all participants. The tenant must inform Council of any changes to their constitution or alterations to its principles, purposes, functions and management of the leased land. Council reserves the right to terminate the lease should such changes occur.
- (i) To encourage public interest and maximise involvement and participation of the community in the development of the facility.
- (j) Not to use the leased land for any purposes other than as a **Meredith Interpretive Centre (co-working space, community building, pop up shop space and community garden)** and associated clubroom and social activities, including fundraising activities solely or in conjunction with others, subject always to proper compliance with all laws including any regulations made under the Act with respect to the leased land and any relevant planning laws.
- (k) Subject to the appropriate licences being obtained from the Liquor Licensing Commission and/or the Gaming Commission and/or other relevant authorities, the Tenant may sell liquor for consumption on the premises and the Council hereby acknowledges that these are authorised uses and no further consent shall be required in the event of the Tenant applying for such licences.

Conditions of Premises

- (l) Not to assign, transfer, demise, sublet or part with possession of the leased land or any part thereof or to do or suffer to be done anything whereby it may be assigned, transferred, leased, sublet or put into the possession of any other person without first obtaining the consent in writing of the Council.
- (m) At all times during the term to keep and at the termination thereof to yield up the leased land and all chattels therein contained clean and in good and tenable repair and in the same state and condition as at the date of commencement of this Lease, reasonable wear and tear excepted.
- (n) At the commencement of this lease, the Council will handover all buildings for use by the Tenant. The landlord with the tenant will conduct an asset inspection at the commencement of this lease.
- (o) Adhere to all laws and current safety requirements, Acts and Regulations applicable to the management of the facility.



COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

No Nuisance

- (p) Not to use the leased land in any noxious or offensive manner or in such a manner as to create any nuisance and to conduct all activities on the leased land in a respectable and orderly manner, and to take all reasonable precautions to keep the leased land free of rodents, vermin, insects and other pests and free of noxious weeds.

Repairs and Maintenance

- (q) To keep all buildings and improvements on the leased land in a clean and good substantial working and tenable repair and condition. Damage by fair wear and tear is excepted.
- (r) To maintain the leased land in a proper condition to the satisfaction of the Council.

No Alterations

- (s) Not to make any alteration or addition in or to the leased land or without first obtaining the Council's written consent.
- (t) The Council or its Chief Executive Officer if authorised by delegation may from time to time amend Appendix 2 in consultation with the tenant.

No Signs

- (u) Not to nor to permit any other person to inscribe, paint, write or affix to the leased land any signs, advertisements or hoardings which are visible outside the leased land, without first obtaining the Council's written consent.

Fire Prevention Requirements

- (v) To adopt such fire prevention measures in respect of the leased land and any improvements constructed thereon as the Council may reasonably require and to provide and maintain in good order and keep readily available for use upon the leased land proper and sufficient fire extinguishers.

Insurance

- (w) To insure and keep insured in the joint names of the Council and the Tenants with an insurer approved of by the Council all improvements for the time being erected or constructed on the leased land for full replacement value against loss or damage by any cause whatsoever and to maintain at all times throughout the term hereby granted a public liability insurance policy in the joint names of the Council and Tenant in respect of any injury, harm or damage allegedly caused, suffered or sustained by any person or persons coming in or upon the leased land or any improvements erected thereon whether such alleged injury or damage arises out of any defect in the leased land or the improvements erected or constructed thereon for an amount of not less than the amount specified in Schedule 1 or such other amount as may from time to time be notified by the Council to the Tenant and to indemnify and keep indemnified the Council in respect of all such claims made by any persons at all times and to produce to the Council or his agent on demand such policy or policies of insurance and receipts for payment of premiums.
- (x) The tenants own goods and contents at the leased land are at the tenants risk.



COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

Dangerous Materials

- (y) Not to store any explosive, combustible or inflammable materials or toxic chemicals on the leased land without the Council's prior written consent.

Not to Remove Trees

- (z) Not to fell or remove from the leased land any tree or timber without the Council's prior written consent.

Not to Prejudice Insurance

- (aa) Not to bring to or do or keep anything on the leased land which may increase the rate of insurance on the premises or which may conflict with any laws relating to fire or otherwise or the provisions of any statute, regulation or ordinance or which may render void any insurance policy taken over the leased land.

Compliance with Notices

- (bb) To promptly comply with and observe all notices received from any statutory or public authority with respect to any activities conducted on the leased land by the Tenant and to notify the Council of any such notices that may be received by the Tenant.

Interest on Late Payments

- (cc) Should the Tenant not pay any sum required to be paid by the due date for payment the Tenant shall without demand pay to the Council interest calculated at a rate fixed for the time being under the Penalty Interest Rates Act 1983 or any corresponding legislation on such amount outstanding during the period of default such payment of interest being, without prejudice to any other rights of the Council whether at law or at equity.

Report to Council

- (dd) Promptly report to the Council any property damage that occurs at the facility, or any abnormal damage to playing surfaces or surrounds or any other equipment.
- (ee) Promptly report to Council all incidents involving injury, loss or damage. This includes any incidents which may give rise to a legal claim, and any accidental or deliberate damage to the facility that may result in an insurance claim, and any incidents which result in injuries to staff or contractors.
- (ff) The tenant shall maintain a personal injury and loss/damage register and advise Council as soon as practical of any incidents which might give rise to legal proceedings.
- (gg) The tenant shall report to Council any accidental and/or intentional damage to the facility as soon as practical.
- (hh) The tenant shall report to Council any attempted and/or successful break-ins into buildings located at the facility as soon as practical.



COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

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- (ii) The tenant shall comply with the provisions of the Occupational Health and Safety Act 2004. In particular, the tenant shall report to Council all incidents which result in injuries to staff or contractors immediately after becoming aware that an incident has occurred.

4. Powers

The Council shall have the following powers:

Inspection

- (a) Upon the giving of written notice to the Tenant but not more frequently than once in each three (3) months by its agent, servants or workmen to enter the leased land and view the state of repair thereof and to serve upon the Tenant a notice in writing specifying any defect and requiring the Tenant to repair such defect in accordance with any covenants herein contained.

Repairs

- (b) In default of the Tenant repairing any defect according to notice to enter the leased land and to execute all and any of the required repairs as the Council shall think fit and in addition to the Council's other remedies to recover from the Tenant the cost of any such repairs as the Tenant ought to have effected.

Entry of Premises

- (c) To enter the leased land for the purpose of complying with the terms of any present or future legislation affecting the leased land and of any notice served upon the Council by any competent authority requiring, the Council to carry out any works which the Tenant may not be bound to undertake, or may neglect to do.

Default

- (d) Council may re-enter the leased land and terminate the lease if the rent is in arrears for 14 days or the tenant breaches the lease and does not remedy the breach within 14 days of notice.

5. Covenant with the Tenant

The Council covenants with the tenant as follows:

Quiet Enjoyment

That provided the Tenant pays the rent and performs and observes all the covenants and conditions herein contained and on the part of the Tenant to be observed and performed the Tenant shall and peaceably and quietly hold and enjoy the leased land during the term hereby granted without any lawful interruption or disturbance from or by the Council or any person or persons lawfully claiming by from or under it.



COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

6. Declaration

It is hereby agreed and declared between the parties that:

Section 190

- (a) As the Council enters into this Lease pursuant to the provisions of Section 190 of the Act this Lease shall have no force and effect unless and until the Council has complied with its statutory requirements.

Overholding

- (b) No overholding of the leased land by the Tenant after the expiration of the term shall be construed as creating a tenancy from year to year or for any other period and notwithstanding that the Tenant may not yield up the leased land upon the expiration of the said term or that the Council may not thereupon require possession or that the Tenant may pay and the Council may receive rent or other monies in respect of the use by the Tenant of the leased land the occupancy thereof by the Tenant after the expiration of the said term may be determined by the Council at any time thereafter by giving to the Tenant one month's notice in writing.

Improvements to Become Council's Property

- (c) Upon the expiration of the term any buildings or structures erected upon the leased land shall become the property of the Council.

Rent Review

- (d) The Council may at its discretion increase the rental payable under this lease on a yearly basis provided that the Council will not increase the rental to an amount in excess of rentals paid by other sporting clubs for use of similar municipal facilities within Golden Plains Shire.
- (e) At the request of the Tenant the Council must provide the Tenant with particulars of lease fees or rentals paid by other sporting clubs for the use of similar municipal facilities within Golden Plains Shire.

Further Term

- (f) The tenant may renew this lease for a further term or terms as per the provisions in Schedule 1 by writing to Council requesting a lease renewal no later than 3 months before the end of the term.
- (g) The lease may not be renewed if the tenant is in default at the time when the landlord is given notice or at the end of this lease or if the landlord is not satisfied with the use of the premises or performance of the lease.
- (h) The landlord may grant the tenant a further term and the new lease shall be at a rental as determined by the rent review provisions and upon such other terms and conditions as agreed upon by the landlord and the tenant.



COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

Disputes

- (i) In the event of any dispute arising from this Lease such dispute shall firstly attempt to be resolved by negotiation. Should negotiation not be successful the dispute shall be determined by arbitration in accordance with the provisions of the Commercial Arbitration Act. Should any such matter be referred to arbitration each party shall (at its own cost) be entitled to be represented by a duly qualified legal practitioner.

No Implied Covenants

- (j) No warranty as to the condition or safety of the leased land or any part thereof or as to their suitability for any purpose whatsoever is to be implied in this Lease any Rule of Law or equity to the contrary notwithstanding, and no express warranty as to the condition or safety of the leased premises or any part thereof is given by the Council to the Tenant.

7. *Tenant to pay Costs*

That the Tenant will pay all costs in connection with and incidental to any default by the Tenant hereunder.

8. *Service of Notices*

Any notice required to be served pursuant to this Lease shall be sufficiently served on the Council if forwarded by post or left addressed to it at its address specified in Schedule 1 or such other address as may from time to time be notified to the Tenant and shall be sufficiently served on the Tenant if forwarded by post or left addressed to it at the leased premises.

9. *Permits*

The Tenant shall obtain and keep current any permits licences or authorities required to enable the Tenant to lawfully conduct its business on or from the leased premises.

It is the tenant's responsibility to ensure that events, outside the scope of the function(s) of the facility obtain a permit from Council.

10. *Early Termination*

Early termination will be effected in the following circumstances:

- a) Failure by the Tenant to fully perform or observe any of the Tenant's obligations under Clauses 3(a) through 3(ii) is a breach of an essential term of this Lease and will lead to an early termination.
- b) Is wound up or dissolved or notice is given of intention to propose a resolution for winding up or an order is made or resolution passed or an application is made for winding up or dissolution.

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COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

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- c) Has a resolution passed that in their opinion the tenant can no longer continue its business.
 - d) Both parties (landlord and tenant) agree to an early termination, via a written agreement.

11. Section 146 Property Law Act

For the purpose of Section 146(1) of the *Property Law Act 1958* 14 days are fixed as the period in which the Tenant may remedy any breach if it is capable of remedy and make reasonable monetary compensation to the Council.

12. Improvements

This lease is granted conditionally upon the Tenant developing the leased land and improvements thereon during the period of this lease.

13. Special Conditions

As specified in Schedule 1.

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COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

14. Signing Page

THIS LEASE made and entered into this 29 APRIL 2020

Signed on behalf of the GOLDEN PLAINS SHIRE COUNCIL by the Chief Executive Officer pursuant to the instrument of delegation dated 24 September 2019 in the presence of:

)
)  Eric Braslis
)
)  Chief Executive Officer

DocuSigned by:

.....
Witness Emily Chapman

And

signed by the authorised representatives of **CLAW Enterprises Pty Ltd.**

on 29 day of APRIL 2020

DIRECTOR

Name: CHRIS ARDREY.....

Signature: .....
699337B1CE4140F.....

COMPANY SECRETARY

Name: LINDA WONG.....

Signature: .....
B235E3AF1777464.....



COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

APPENDIX 1 - Description of Leased Land

The subject Reserve comprise the following:

The whole of the Reserve* known as Meredith Interpretive Centre situated in 10 Wallace Street, Meredith being:

- Allotment 6, Section 4, Parish of Meredith (8140.7 m2)
- (*Excluding maintenance of the public toilet/s)



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COUNCIL PROPERTY LEASE OF LAND AND FACILITY(S)

APPENDIX 2 – Routine Maintenance Responsibilities

ITEM	TENANT RESPONSIBILITY	LANDLORD (COUNCIL) RESPONSIBILITY
Furniture and Fixtures		
1. Heating Fixtures	Payment of all gas and electricity bills, servicing, replacing and repairing when required.	No responsibility.
2. Ceiling Fans and Air Conditioning Units	Purchase, installation, servicing, replacing and repairing when required.	No responsibility.
3. Curtains and Blinds	Purchase, installation, cleaning and maintenance.	No responsibility.
4. Doors (including cupboard doors and door fittings).	Regular cleaning, repair/replacement of internal doors.	Repairs on all external doors. Council manage security risk.
5. Goal Posts, Nets and Padding	Purchase installation and maintenance.	No responsibility.
6 Clubroom Equipment as provided by user groups	Responsible for installation, servicing and maintenance.	Inspections as required under legislation. No Responsibility.
7. Other Permanent Fixtures	Regular cleaning of all fixtures and repair/replace if due to foreseeable misuse.	No responsibility.
Building/Structural		
8. Building Alterations	For determining and documenting the specific needs of the building relating to any requests to Council for building alterations.	For assessing all requests submitted and if approved by Council, ensuring satisfactory completion of work by the responsible parties.
9. Ceiling	Repairs due to foreseeable misuse.	Major repair and/or replacement due to structural faults and age.
10. Floor Surfaces and Coverings	Purchase, installation, cleaning and maintenance.	No responsibility.
11. Walls and Floor	Cleaning and repair if damaged through foreseeable misuse.	Structural maintenance.
12. Glazing	To keep clean and replace internal and external breakages.	Council will assess insurance claims according to Council's building insurance process.
13. Roofs and Gutters	No responsibility.	All maintenance and repair as per Council's asset renewal program or as required due to failure.
14. Skylights	No responsibility.	All maintenance and repair as required.
15. Painting	Internal painting if damaged through foreseeable misuse or on an as needs basis.	External painting as per Council's asset renewal program or as required due to failure.
16. Building External	All external maintenance.	Structural or weather proofing maintenance as per Council's asset renewal program or as required due to failure.
17. Scoreboards and Coaching Boxes	Purchase, installation and maintenance costs. Application to Council for installation approval.	No responsibility.
18. Hard Courts -	No responsibility.	Maintenance as per Council's

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Underlying Structure		Asset Management System. Repair of structural defects as assessed by Council.
Electrical		
19. Electrical Wiring and Fittings in buildings	Repair and replacement due to foreseeable misuse. Secure a certificate of compliance and forward to Council for all electrical works arranged.	All building wiring from main supply to and including the switchboard, power points, switches and light fittings.
20. Tested and Tagged Electrical Appliances	Annual test and tagging of all electrical appliances.	No responsibility.
21. Training Lights (Lamps)	Purchase of parts, globes and fittings. Payment of utility costs and repairs.	Provision of 1 x crane hire and electrical technician per facility per annum with timing to be negotiated with tenant
22. Indoor Stadium Lights (Lamps)	Purchase of parts, globes and fittings. Payment of utility costs and repairs.	Provision of 1 x crane hire and electrical technician per facility per annum with timing to be negotiated with tenant
23. Light Globes and Fittings (external building fittings)	Responsible for enhancements.	Replacement and maintenance when required.
24. Light Globes and Fittings (internal)	Responsible for enhancements. Replacement of globes where a work platform does not exceed 2 metres height off the ground, including the completion of a Safe Work Method Statement (SWMS).	Replace light globes where a work platform will exceed 2 metres height off the ground and repair faulty fittings as determined by Council.
Fire Services – Emergency Safety		
25. Fire Services (Extinguishers, hose reels, hydrants, booster systems, alarms)	To fill extinguishers when discharged. Arrange annual inspection of extinguishers by local CFA and forward invoice and copy of inspection results to Council.	For maintenance cost of fire services and replacement due to age.
26. Essential Services	Induction of facility users. Compliance with building code and Certificate of Occupancy (Varies depending on structure). Costs associated with compliance to be approved by and forwarded to Council.	For maintenance cost of Essential Services requirements and replacement due to age.
Security/Vandalism		
27. Vandalism (internal, where break in occurs)	Reporting to Council and Police. Cost for repairs/replacement of user owned fixtures.	Council will assess insurance claims according to Council's building insurance process.
28. Vandalism (external)	Reporting vandalism including graffiti to Council and Police.	Repairs as determined by Council (copy of police report required).
29. Keys & Locks (compatible with Council's Master Key System)	Responsible for keys issued by Council and maintaining a site specific key register. No keys to be cut Restricted Council key system.	Purchase, install, provide keys and maintain external locks.
30. Security System	Purchase, installation, service and maintenance. Council to be supplied with codes to enter building	No responsibility.
Plumbing/Irrigation/Toilets		

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31. Plumbing and Fixtures	Maintenance of all plumbing fixtures including reticulated hot water systems, hot water units for tea/coffee making (e.g. billie/zip boilers) and water purification units. Consult with Council as to whether a repair or replacement is required.	Replacement or renewal of reticulated hot water system/s will be determined by Council on failure only.
32. Plumbing Waste Pipes and Drains	Keep clear of foreign objects and clear if blocked. Monitor and undertake tank pump maintenance as required.	Renewal or repair of the tank pump will be determined by Council.
33. Irrigation Maintenance	Minor adjustments of sprinkler heads (i.e. spray pattern, maintaining surrounds of heads). Reporting malfunctions to Council and undertaking pre-seasonal inspections of irrigation system before use.	All irrigation piping from main supply, control system and distribution infrastructure. Repairs where required, including sprinkler heads.
34. Storm Water Drain Maintenance	No responsibility.	All maintenance as required.
35. Public Toilets	Cleaning of reserve-only use toilets.	Cleaning to an approved schedule those toilets designated as Shire 'public toilets'. Maintenance and repairs as required for public toilets.
36. Reserve only use / Internal Toilets	Maintenance, cleaning and minor repairs.	Major repairs as determined by Council.
Food Handling/Hygiene/Cooking Equipment		
37. Hygiene	To keep all areas in a clean and hygienic state.	No responsibility.
38. Food Handling Areas and Equipment	To comply with the relevant Health Acts and maintain such equipment required under the Health Act.	No responsibility.
39. Stoves, Cooking Equipment and Grease Traps	Keep clean and maintain in operable condition. Cost of repairs. Maintain grease traps in accordance with manufacturer's recommendation.	No responsibility.
40. Exhaust Fans	Keep clean and maintain in operable condition. Cost of repairs.	No responsibility.
Oval Maintenance/Synthetic & Artificial Surfaces		
41. Line Marking of Sports Fields	Purchase and application (non-toxic and non-permanent materials only).	No responsibility.
42. Management of Watering Sports Ovals	Responsibility for coordination and management of watering ovals (including cost).	Responsible for investigating alternative water management systems and providing advice where required on watering regimes/schedules
43. Mowing of Designated Sporting Ovals	No responsibility (exception Lethbridge and Meredith Recreation Reserves).	All oval mowing (exception Lethbridge and Meredith Recreation Reserves).
44. Fire Prevention Mowing of Reserves	Mowing/whipper snipper around buildings and garden beds.	All other fire prevention mowing at Reserves.
45. Oval Surfaces (fertilise, aeration and	No responsibility.	As per Councils Asset Management System (within

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weed spray)		program resources).
46. Oval Top Dressing	Clubs to repair pot holes identified by pre-usage inspection. Report issues to Council.	Minor, localised top dressing once per year as per Council's asset management system (within program resources).
47. Synthetic / Artificial Sports Surfaces	Seek Council approval for appointment of contractors and pay for pressure washing and cleaning of surfaces.	Approve and supervise contractors. Council to undertake all resurfacing works.
Utilities		
48. Payment of Utility Costs i.e gas, electricity, telephone, water (including ovals)	Cover all costs including supply and security arrangements of gas bottles.	No responsibility.
Cricket Pitches		
49. Covering and Un-Covering of Cricket Pitches (Soil)	Levelling of soil during the season to maintain safety. Undertake the works to cover/uncover pitch using Council supplied materials.	Supplying materials for Committee to Cover/Uncover pitch between seasons.
50. Covering and Un-covering of Cricket Pitches (Covers)	Monitor and report any damage of covers to Council.	Council to arrange removal/application of approved cricket pitch covers with applicator.
51. Synthetic Cricket Wickets (including training nets)	Maintenance and replacement of synthetic surface material including removal of grit, sand, grime and rubber fleck.	No responsibility.
Car Parks/Roads/Playgrounds Other Reserve Maintenance		
52. Grading of Unsealed Entrance Roads and Car Parks – Sealed	No responsibility. Reporting hazards to Council.	Council responsible for maintenance.
53. Maintenance of Council Approved Bike Parks, Skate Parks and Playgrounds.	No responsibility.	All maintenance as per Councils Asset Management System.
Other Reserve Maintenance		
54. Fences	All fence maintenance.	No responsibility.
55. Trees	Landscaping and vegetation planting/maintenance. Reporting dangerous limbs/trees to Council.	All assessment, safety and removal as required (within program resources).
56. Advertising Signs	Purchase, installation and maintenance costs. Application to Council for installation approval. Annual risk assessment and repair of signs.	Assessment and approval of all requests submitted. No further responsibility.
57. Rubbish	Picking up of rubbish within managed area. Placement of bins at collection point and all costs associated with additional bins.	Emptying of rubbish bins as per Council's waste management policy.
58. Control of weeds and pest animals	Take all reasonable steps to control declared weeds and pest animals	No responsibility.