



## Policy 1.1.13 – Community Lease Policy

### 1. Policy purpose

This policy proposes to outline standard lease provisions and guiding principles for the lease of Reserves or facilities vested in the Shire of Harvey to bodies exempt from the requirements of Section 3.58 of the *Local Government Act 1995* by Regulation 30 (2)(b) of the Local Government (Functions and General) Regulations 1996, being charitable, benevolent, religious, cultural, educational, sporting or other like nature bodies, whose members are not entitled or permitted to receive any pecuniary profit from the bodies' transactions.

The Shire of Harvey seeks to support community groups in increasing capacity and improving facilities within the Shire that result in the strengthening active and resilient community groups, provide equity for all people and support people through all stages of life.

### 2. Policy scope

This policy applies to Shire of Harvey and Community Groups.

### 3. Policy

A Community Lease is an agreement between the Shire and a Community Group or Organisation. This agreement supports the organisation in conducting their activities/services, and in doing so, provides benefits to the wider community. In many cases this arrangement provides a service to the community that would otherwise not be available or would require significant Shire input and funding.

Leases provide exclusivity and security of tenure. Leases are in most cases viewed favourably, if not essential, by some funding providers for capital works grants. The security of tenure encourages Lessees to develop and maintain facilities and lease sites for the benefit of their members, and ultimately the wider community.

As community benefit is a key objective of this policy, Community Leases should include mechanisms and terms that actively encourage the benefit to the community. Lessees can promote community benefits through:

- Operating as per their permitted use and constitution.
- Encouraging membership and participation.
- Ensuring accessibility where appropriate.

The following guidelines will guide the Shire of Harvey in the leasing of Shire land:

- Ensure community leases maximise benefit to the community of the Shire of Harvey by supporting community organisations in the provisions of services, facilities and events.
- Ensure the economic, social and environmental impacts of community leases on the Shire and the community are considered.
- Encourage clarity and consistency in the Shire's community leases and associated processes.
- Promote equity across all Shire community leases without favour or prejudice to individual organisations.
- Ensure assets leased to community organisations are well maintained to maximise sustainability, promote safety and maximise community benefit.
- Minimise risk to the Shire, financial or litigious, resulting from community leases.
- Promote collocation and multipurpose development, where practicable, and strategic development of community facilities based on future requirements of the land and community needs.
- Ensure that the value of community leases and Shire contribution to the community through community leases, is recognised.

### 3.1. Standard terms of Shire of Harvey Community Leases

The following standard terms are provided as a guide. The Shire reserves its right to exercise its discretion in all circumstances and remains bound by all applicable laws and regulations.

#### 3.1.1 Grant of Lease, option and holding over

Permitted use of a lease should be consistent with the purpose of (and management order for) the reserve land and/or the zoning of the land. The Lessee has the right to occupy and enjoy the premises during the term without any interruption or disturbance from the Shire.

The standard lease term will be five years. A deed of extension may be issued at the discretion of Council for a period of no longer than 21-years. This may only be granted if the Lessee gives the Shire written notice to renew the Term, for an Option Term no more than six months, but no less than three months before the date on which the Option Term would commence.

Where a Lessee invests significant funds or improvements into a Facility, a longer tenure period than five years may be considered, having regard to the nature of the investment, which may include the scale of investment and the timing for depreciation.

The Shire may permit the Lessee to occupy the Premises after the end of the Lease on a monthly basis at a rent equal to the annual rent payable immediately before the end of the Lease. The monthly tenancy may be terminated by either party giving to the other at least one month's written notice which may expire on any day.

Where exclusive use is provided over a small portion of a building, a simplified Lease (or Licence) may be offered for a term at the discretion of the Shire.

### 3.1.2 Deeds of Extension – Approved by administration

Deeds of extension will be reviewed and approved by the Administration without the need of bringing the Lease to Council where a previous Council resolution has been provided. Extensions will only be considered by the Administration where the Lease has been complied with in full by the Lessee. A deed of extension may only be provided where there are no changes to the existing Lease Agreement.

### 3.1.3 Payment of Rent and other moneys

Commencement rental will be \$1 per annum payable on demand annually and in advance on the first day of each and every Lease Year. The Lessee is responsible for paying electricity, gas and water charges as well as drainage, sewer and water removal services in relation to the Premises.

Each Lessee shall be classified into a single Category, which will determine the Maintenance Fee payable (and the allocation of maintenance responsibility) when negotiating a Lease.

Only in extenuating circumstances will a reduction, an abatement period or exemption of rent or Maintenance Fees apply to any Lease or Licence. In such circumstances, the group or organisation making the request will be obliged to provide sufficient evidence and justification, including audited copies of the most recent financial accounts and will be encouraged to explore alternative options such as obtaining a grant. Approval may be determined by the Chief Executive Officer or other officer in accordance with delegated authority.

### 3.1.4 Repairs and Maintenance

The Lessee will be responsible for keeping the premises, including all facilities in or connected to the premises, in good and substantial and tenantable repair, order and condition and in a clean, proper, neat and sanitary condition.

Detailed maintenance obligations specific to the Facility, including a clear determination of responsibilities will be provided in the maintenance schedules of individual Leases.

In general, however, the **Shire will be responsible for:**

- Scheduled inspections of infrastructure servicing the Facility (such as HVAC and fire services).
- Repairs arising from scheduled inspections, unless caused by the Lessee.
- Replacement of infrastructure servicing the Facility, where that infrastructure has reached the end of its useful life, unless this occurs prematurely where caused by the Lessee.
- Structural and capital repairs and replacement, unless caused by the Lessee.

In accordance with the “Schedule of Maintenance Obligations” detailed in **Appendix 1**, the Shire may require Lessees to reimburse the Shire for all or part of the annual cost of maintenance items in accordance with the “Community Lease Category” type.

**The Lessee will be responsible for** day-to-day, ongoing and minor maintenance as detailed in the schedule of maintenance obligations included at **Appendix 1** and in accordance with the lease type.

Where a maintenance item is not listed in the “Schedule of Maintenance Obligations” of the Lease, this should be assumed to be an obligation of the Lessee.

Where **Appendix 1** provides that a contribution is payable by the Lessee, the fee will be calculated based on the Shire’s estimate maintenance cost for its allocation tasks under the Lease, as at the commencement of the Lease.

Maintenance Fees will be reviewed annually, including by reference to the Shire’s actual costs for its allocated tasks under the Lease.

Consumer Price Index increases may apply.

Where a Lessee is in a Category that requires payment of a Maintenance Fee, an alternative maintenance arrangement may be permitted, whereby the Lessee continues to be responsible for all maintenance, however maintenance works are to be undertaken using the Shire’s pre-approved contractors or contractors approved by the Shire.

Routine maintenance is to occur using a schedule prescribed by the Shire.

The Lessee must ensure all minor maintenance is up kept in line with the schedule of maintenance obligations included at **Appendix 1**.

The Lessee will be responsible for the costs of damages if they or any Designated Person is responsible for the damage.

#### 3.1.5 Capital Replacement, Refurbishment, Renovations or Improvements

Capital replacement, refurbishment, renovations or improvements to facilities will be prioritised by decision of Council through the Shire’s Budget and Forward Capital Works planning processes.

At the discretion of the Shire, Lessees may be requested to contribute to the project financially, by other such contribution in kind, or by way of raising funding through grants or other means.

Lessee driven or requested replacement, refurbishment, renovation or improvement will be the financial responsibility of the Lessee.

All lessee works, whether at the commencement of the Lease or Licence, or subsequently during the term, will be at the Tenant’s cost and will be subject to all statutory approvals and conditions required by the Shire (including in relation to insurance and the manner of carrying out the works). The Shire may also require an external consultant to review the works (such as where they impact existing improvements or services in the Facility), with this review being at the Tenant’s cost.

#### 3.1.6 Inspections

The Shire and persons authorised by the Shire may at all reasonable times, upon giving the Lessee reasonable notice (or in an emergency, without notice), enter the Premises to inspect the state of repair and condition of the Premises. This is to ensure compliance with the Lessee’s Covenants, or any requirement or order of any Authority, or to view the Premises with persons have or seeking an interest in the Premises, or any art of them including financiers, insurers and other similarly interested persons.

Inspections will occur periodically at least every 12-months and a suitable property condition report prepared.

#### 3.1.7 Alterations and additions

No alternations and additions are to be made without Shire approval.

#### 3.1.8 Use of Premises

The Lessee must not without the prior written consent of the Shire use the Premises or permit them to be used for any purpose other than the Permitted Use.

#### 3.1.9 Insurance

Insurances must be taken out by the Lessee and maintained with a reputable insurer, be for an amount which covers the risk and contains conditions which are acceptable to the Shire and its insurer. Insurance will be kept by the Lessee in which, in the Shire's reasonable opinion, would usually be maintained by a prudent Lessee. All public liability insurance will be for a minimum of \$20 million dollars.

#### 3.1.10 Environmental Covenants

During the term of the lease or any subsequent occupation, the Lessee must not cause contamination to the premises or surrounding environment. This includes spilling or depositing any contaminants or permit any contaminants to escape in any other way into or on the premises, drainage or surrounding environment. The Lessee must notify the Shire and any other appropriate Authority in case of a spill.

#### 3.1.11 Lessee's indemnities and Shire's exclusions

The Lessee must indemnify and keep indemnified the Shire against all Claims and any Costs for which the Shire is or becomes liable in respect of loss or damage to the Shire's property, or death, or injury to any person of any nature or kind.

The obligations of the Lessee under this clause continues after the expiration or earlier determination of the Lease in respect to any act, deed matter or thing occurring before the expiration or earlier determination of the Lease.

#### 3.1.12 Other Obligations of Lessee

This includes caveats, notifying the Shire of any damage or defects of the property which are likely to cause injury or damage and securing the premises correctly.

#### 3.1.13 Shire's rights and reservations

Refers to the rights and reservations of the Shire, the Shire of Harvey. These rights will be variable and considered on a case by case basis.

#### 3.1.14 Records and Reporting

The Shire requires any Lessee to keep accurate records with regards to the facilities utilisation statistics. Lessee's will be required to submit to the Shire on request, any report with regard to the Lessee's utilisation statistics, Agenda's and Minutes from Committee Meetings and any other information the Shire feels necessary for the management lease of that facility.

#### 3.1.15 Damage and destruction

If the premises or any part of them are damaged or destroyed, then the Shire has the right to reinstate the premises or terminate the lease.

### 3.1.16 Lessee's obligations on termination


The Lessee must leave the premises in good and tenantable repair order and condition.

## 3.2 Crown Land

The Shire of Harvey cannot without authorisation of the Minister, assign, sell, transfer or otherwise deal with interests in Crown land or create or grant an interest in Crown land. Any consent given by the Minister may be subject to such terms and conditions as the Minister in its absolute discretion may impose.

## 4. Strategic objective

The policy aligns to the following strategic objective:

	<b>Effective civic leadership</b>  Effective civic leadership is visionary and influential. It means listening to the community, balancing competing demands, making fair decisions and acting with integrity.
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## 5. Definitions

**Claim** – Includes any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation and claim for abatement of rent.

**Commencement Date** – Means the date of commencement of the Term specified in the Schedule.

**Community Group** – An entity that carries on activities for a public purpose, or another entity whose primary object is not directed at making a profit.

**Community Lease** – A legally binding agreement granted to community, sporting or recreation associations and government bodies or other organisations that provide service solely for the benefit of the community.

### Community Lease Categories:

*Volunteers and Support Services:* Community-based groups and organisations (including volunteer-run) that provide essential support services to the community. Typically not-for profit and generating no or minimal revenue.

*Sporting or Recreational:* Being sporting and recreational groups (whether incorporated or not) that would be deemed exempt dispositions under the Local Government Act 1995.

*Charitable or Religious:* A group or organisation that is predominantly grant funded for the purpose of carrying on the activity in question and that body derives a level of income from such activity.

*Government:* A group or organisation that is either a Statutory body being a Commonwealth, State or Local Government Authority or Agency, or any other body that is grant funded for the purpose of carrying on the activity in question and that body derives a level of income from such activity.

**Contamination** – Means in relation to the Premises, having a substance present in or on the Premises

or the Land at or above concentrations that present, or have the potential to present, a risk of harm to human health, the environment or any environmental value and **Contaminated** and **Contaminant** have corresponding meanings.

**Costs** – Includes costs, charges, expenses, fines, penalties, demands, losses, damages, outgoing, payments or other expenditure (whether direct, indirect, special or consequential and whether accrued or paid) includes those incurred in connection with external advisors on a full indemnity basis.

**Crown Land** – Land owned by the Crown and vested in the Shire of Harvey through the granting of a Management Order by the Department of Regional Development and Lands.

**Designated Persons** – Means each of the Lessees' employees, agents, contractors, consultants, workmen, invitees, members, visitors or others (with or without invitation), sub-lessees, licensees and concessionaires or others who may at any time be in or upon the Premises with the consent (express or implied) of the Lessee.

**Facility** – Means a lavatory, sink, drain or other sewerage or plumbing facility, and a gas or electrical fitting or appliance in or on or serving the Premises.

**Law** – Includes any present or future provisions of any statute, rule, regulation, proclamation, ordinance or by-law whether State, Federal or otherwise and includes any common law.

**Lease** – A grant of interest in land.

**Lessee** – Means the Lessee named in the Lease (for the purpose of this policy a community group or organisation).

**Shire's Fixtures** – Includes all plant and equipment, fittings, fixtures, furnishings including floor and window coverings, partitioning and light fittings from time to time in or fixed to the Premises of which the Shire is the owner.

**License** – A deed of agreement allowing for occupation of a parcel of land on a nonexclusive use basis. A license is not an interest in land. As a matter of law, it simply authorises what would otherwise be a trespass.

**Minister** - Means the Minister for Lands.

**Option Term** – Means each future term specified in the Schedule.

**Permitted Use** – Means the use specified in the Schedule.

**Premises** - Means the premises described in the Schedule including the Shire's Fixtures.

**Services** – Means all services or systems of any nature at any time provided to the Premises or available for use including:

- (a) Power, water, sewerage, gas, fuel, drainage, telecommunications and the provision of any electronic medium or energy source or any other like facility, service or commodity; and
- (b) Fire prevention services and air conditioning, heating and cooling services;

And includes the plant and equipment, fixtures, fittings and appliances utilised for these Services.



**Term** – Means the term of the Lease commencing on the Commencement Date and expiring on the date mention in the Schedule and includes where appropriate any renewal or extension or holding over.

**Written law** - Means any Act or statute and any proclamation, regulation, rule, by-law, order, notice, rule of court, town planning scheme, resolution or other instrument made under nay act or statue and having legislative effect.

## 6. Legislation

- *Local government Act 1995*
- *Land Administration Act 1997*
- *Property Law Act 1969*
- Local Government (Functions and General) Regulation 1996

Responsible officer	Chief Executive Officer		
Responsible team	Governance and Strategy		
Responsible area	Governance and Strategy		
Version control	Date	Resolution	Number
Version 1	27.06.2021	Resolution	21/113
Version 2	18.04.2023	Resolution	23/054
Version 3		Resolution	



**Shire of Harvey Property Management Framework**  
**Appendix 1 : Schedule of Maintenance Obligations**

Maintenance Item	Lessor* Obligations	Volunteer and Support Services	Sporting and Recreational	Charitable and Religious	Government
Statutory/Minimum Level of Service Obligations		Financial Contribution by Lessee	Financial Contribution by Lessee	Financial Contribution by Lessee	Financial Contribution by Lessee
Emergency and exit lighting systems and emergency doors	Annual inspection of the premises to ensure maintenance and compliance with requirements of the Building Code of Australia and Australian Standards.	0%	0%	0%	0%
Fire protection equipment (e.g. fire extinguishers, hoses, smoke alarms, fire blankets)	Annual inspection of the premises to ensure compliance with DFES requirements.	0%	0%	50%	0%
RCD protections, tagging electrical equipment	Ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.	0%	0%	0%	0%
Pest control, vermin control and termites	Undertake annual pest inspections and extermination treatments (if required).	0%	0%	0%	100%
<b>Premises and Security</b>					
Cleaning and cobweb removal	None.	100%	100%	100%	100%
Malicious damage and break ins	At request of Tenant, submit building insurance claim on behalf of Tenant. Immediately repair and secure perimeter of building (as required). Repair any damage caused and replace any stolen goods.	0%	0%	0%	100%
Vandalism & graffiti	At request of Tenant, submit building insurance claim on behalf of Tenant. Immediately repair and secure perimeter of building (as required). Remove any external graffiti. If the vandalism & graffiti is caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse for part or all of the cost of repairs and/or removal.	0%	0%	0%	100%
Security monitoring, equipment and security lights.	If the Lessor* provides a security system to the premises, the Lessor* will undertake annual inspections and maintenance (if required), but is not required to replace the security system if it comes to the end of its economic life. If the Lessor* is called upon to attend the premises or incurs an expense for a call out, as a result of negligence by the tenant or the premises not being kept in a secure condition, the Tenant may be required to pay all costs incurred by the Lessor* due to that call out.	0%	0%	0%	100%
Locks and keys	Repair and/or replace any damaged locks. Provide additional and/or replacement keys at the discretion of the Lessor*. If repairs and/or replacement of locks and keys are required due to misuse or negligence of the Tenant, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repair/replacement.	0%	100%	100%	100%
Ceiling	Repair any structural damage to ceilings. If damage is caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse for part or all of the cost of repairing the damage.	0%	50%	50%	50%
Walls	Repair structural damage to load bearing walls. If damage is caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repairing the damage.	0%	0%	50%	50%
Window, glass panes, flyscreens, security screens, doors, door handles.	Repair and/or replace any damaged items. If repair/replacement is required due to damage caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repairing the damage.	0%	0%	0%	100%

Skylights, lighting, globes	Replace any skylights or lighting fixtures (excluding globes) that are irreparable or at the end of their economic life. If repair/replacement is required due to damage caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repairing the damage.	50%	50%	50%	100%
Painting	Repaint premises (interior and exterior) to ensure it remains in good repair, as and when determined by the Lessor*. If touch-up painting is required due damage caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of replacement.	50%	50%	50%	100%
Cupboards, blinds, curtains, mirrors	Replace as and when determined by the Lessor*. If replacement is required due damage caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of replacement.	100%	100%	100%	100%
Carpet	Replace as and when determined by the Lessor*. If replacement is required due damage caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of replacement.	50%	50%	100%	100%
Flooring (including: vinyl, wooden, tiled etc.)	Repair and/or replace as and when determined by the Lessor*. If repair and/or replacement is required due damage caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repair/replacement.	50%	50%	100%	100%
Bathrooms and change rooms (including: drains, hot water systems, sewerage, showers, sinks, taps, toilets etc.)	Replace any irreparable items. Undertake capital renewal as and when determined by the Lessor*. Where the Lessor* undertakes replacement caused as a result of the neglect, misuse or default of the Tenant, the Tenant may be required to pay part or all of the Lessor*'s costs of undertaking those works.	0%	0%	0%	100%
<b>Fixtures, Fittings, Appliances and Electrical</b>					
Air-conditioning	Repair and undertake annual servicing of air-conditioning units/systems. Replace air-conditioning units/systems that are irreparable or at the end of their economic life. If damage is caused by the misuse or negligence of the Tenant, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repair/replacement.	0%	0%	0%	100%
Oven vents	If at the end of its life, the Lessor* may, at its discretion, replace.	100%	100%	100%	100%
Exhaust fans	If at the end of its life, the Lessor* may, at its discretion, replace.	100%	100%	100%	100%
Electrical fittings (i.e. plugs, switches, sockets, leads, lights, power points)	Repair or replace any damaged items. If damage is caused by misuse/negligence of Tenant, Lessor* may require the Tenant to reimburse it for the part or all of the cost of repair/replacement.	0%	0%	0%	0%
Wiring	Repair or replace any damaged wiring. If damage is caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repairing the damage.	0%	0%	0%	0%

Appliances (i.e. fridges, toasters, freezer, stove, microwaves)	If at the end of its life, the Lessor* may, at its discretion, replace. If replacement is required due to the misuse or negligence of an appliance by a Tenant, the Lessor* may require the Tenant to reimburse it for the part or all of the cost of replacement.	100%	100%	100%	100%
<b>Premises Exterior and Surrounds</b>					
Roof (including leaks, broken tiles etc.)	Repair any structural damage to roof and clean as required. If damage is caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repairing the damage.	0%	0%	0%	0%
Eaves, gutters & downpipes	Repair any damage to eaves, gutters and downpipes. If damage is caused by Tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the Lessor* may require the Tenant to reimburse the Lessor* for the part or all of the cost of undertaking the repairs.	0%	0%	0%	0%
Garden and surrounds (including fencing and gates)	Responsible for any major tree pruning and tree removal. Repair/replace any damaged fences and/or gates as required and determined by the Lessor*. If damage to fences or gates is caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repairing the damage.	100%	100%	100%	100%
Turf	Responsible for turf maintenance (where the reserve/space is freely accessible by public and the Lessor* controls/manages the use/access of the reserve/space).	100%	100%	100%	100%
Irrigation & watering costs	Responsible for irrigation maintenance and associated watering costs (where the reserve/space is freely accessible by public and the Lessor* controls/manages the use/access of the reserve/space).	100%	100%	100%	100%
Playgrounds	Undertake monthly compliance inspections, maintenance and repairs (as required). If at the end of its life, the Lessor* may at its discretion remove or replace.	0%	0%	0%	0%
Walkways, footpaths, access, steps, ramps	Repair any damage or trip hazards on walkways, footpaths, access, steps and or ramps. If damage is caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repairing the damage.	0%	0%	0%	0%
Carpark	Responsible for bitumen and kerbing repairs, pot-hole maintenance and line marking. If damage is caused or contributed to by the Tenant or Tenant's employees and visitors, the Lessor* may require the Tenant to reimburse it for part or all of the cost of repairing the damage.	0%	0%	0%	0%
Shed, roller doors and garage (if applicable)	Replace as and when determined by the Lessor*.	50%	50%	50%	100%
Abandoned rubbish	Arrange for removal of abandoned furniture, car parts and larger rubbish that has been dumped on the verge, carpark or grassed area.	0%	0%	0%	0%
Pollution	None.	100%	100%	100%	100%
Bore and Pump (if applicable)	Responsible for the annual inspection of the bore and pump and determine the schedule for maintenance and repair.	100%	100%	100%	100%

\*References to Lessor include Licensor, as the case may be.

# Shire of Harvey Property Management Framework

## Appendix 1 : Schedule of Maintenance Obligations

Maintenance Item	Tenant Obligations	Volunteer and Support Services	Sporting and Recreational	Charitable and Religious	Government
Statutory/Minimum Level of Service Obligations	Statutory/Minimum Level of Service Obligations	Cost Borne by Tenant for Tenant Obligations	Cost Borne by Tenant for Tenant Obligations	Cost Borne by Tenant for Tenant Obligations	Cost Borne by Tenant for Tenant Obligations
Emergency and exit lighting systems and emergency doors	Immediately report any faults or operational issues with the emergency and exit lighting systems in the premises to the Lessor*.	0%	0%	0%	100%
Fire protection equipment (e.g. fire extinguishers, hoses, smoke alarms, fire blankets)	Immediately report any use or operational issues with the fire protection equipment in the premises to the Lessor*.	0%	0%	0%	100%
RCD protections, tagging electrical equipment	Ensure that all portable plug-in electrical equipment are regularly inspected (a minimum of once every 12 calendar months) in accordance with relevant legislation. Report RCD tripping to the Lessor* immediately.	0%	0%	0%	100%
Pest control, vermin control and termites	Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests. Report any pest activity or required treatments to the Lessor* .	0%	0%	0%	100%
<b>Premises and Security</b>					
Cleaning and cobweb removal	Ensure premises is kept tidy and free of litter, dirt, rubbish, cobwebs and broken glass at all times.	100%	100%	100%	100%
Malicious damage and break ins	Immediately report any incidents of malicious damage or break ins to the Lessor* and police. Clean any broken glass, rubbish and debris. Isolate any hazards until such time that they can be removed or repaired.	0	0	0	100%
Vandalism & graffiti	Immediately report any incidents of vandalism and graffiti to the Lessor*. Remove internal vandalism & graffiti.	0	0	0	100%
Security monitoring, equipment and security lights.	The Tenant must ensure the premises is maintained in a secure condition at all times. If any security monitoring, equipment or lighting is in use at the premises, the Tenant must keep the security system in a good condition, pay all monitoring and service costs associated with the security system.	100%	100%	100%	100%
Locks and keys	Keep all locks lubricated, operable, lockable and firmly fixed. Immediately report any damaged locks to the Lessor*. Maintain an up-to-date key register for the premises.	100%	100%	100%	100%
Ceiling	Clean ceilings, as required, and report any structural damage to the Lessor*.	100%	100%	100%	100%
Walls	Keep clean at all times, dust any cobwebs and report any structural repairs or faults to Lessor*.	100%	100%	100%	100%
Window, glass panes, flyscreens, security screens, doors, door handles.	Keep items clean, lubricated, operable, lockable and firmly fixed.	100%	100%	100%	100%
Skylights, lighting, globes	Keep clean at all times. Replace globes and fluorescent tubes using a licensed electrician.	100%	100%	100%	100%
Painting	Contribute to the cost of the repaint	50%	50%	50%	100%
Cupboards, blinds, curtains, mirrors	Keep clean, maintained and operable at all times.	100%	100%	100%	100%
Carpet	Keep clean at all times. Professionally clean at least once annually.	100%	100%	100%	100%
Flooring (including: vinyl, wooden, tiled etc.)	Keep clean at all times.	100%	100%	100%	100%
Bathrooms and change rooms (including: drains, hot water systems, sewerage, showers, sinks, taps, toilets etc.)	Must keep clean at all times. Ensure all are operable and free from any blockages. Repair leaks, service and maintain as required. Tenant shall not permit foreign objects or matter to be placed into drains, toilets or grease traps. Tenant will advise the Shire before making repairs or installations. Any work carried out must be conducted by a licenced technician.	100%	100%	100%	100%
<b>Fixtures, Fittings, Appliances and Electrical</b>					
Air-conditioning	Notify Lessor* if air conditioner unit requires servicing or repair.	0%	0%	0%	100%
Oven vents	Keep clean at all times.	100%	100%	100%	100%

Exhaust fans	Keep clean at all times.	100%	100%	100%	100%
Electrical fittings (i.e. plugs, switches, sockets, leads, lights, power points)	The Tenant must ensure that electrical fittings are not overloaded when in use. All plug-in electrical equipment must be regularly inspected (a minimum of once every 12 calendar months) in accordance with relevant legislation.	100%	100%	100%	100%
Wiring	Immediately report any damaged wiring to the Lessor* for inspection and repair.	0%	0%	0%	100%
Appliances (i.e. fridges, toasters, freezer, stove, microwaves)	Keep appliances clean, maintained and operable at all times. Any appliances installed by Tenant must be compliant to Australian Standards and be repaired/replaced at the Tenants cost.	100%	100%	100%	100%
Premises Exterior and Surrounds					
Roof (including leaks, broken tiles etc.)	Report any structural damage to the Lessor*.	0%	0%	0%	100%
Eaves, gutters & downpipes	Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the Lessor*.	100%	100%	100%	100%
Garden and surrounds (including fencing and gates)	Maintain the garden and surrounds by fertilising, minor pruning and conducting regular mowing of the lawn at its own cost. Not to remove any trees or hedges without first obtaining approval from the Lessor*, except for urgent safety reasons. Responsible for ensuring fences and gates remain clean, lubricated and operable.	100%	100%	100%	100%
Turf	Responsible for turf maintenance (where the reserve/space is not freely accessible by public and the Tenant controls/manages the use/access of the reserve/space). Reserve/space accessibility to public shall be defined in the property lease.	100%	100%	100%	100%
Irrigation & watering costs	Responsible for irrigation maintenance and associated watering costs (where the reserve/space is not freely accessible by public and the Tenant controls/manages the use/access of the reserve/space). Reserve/space accessibility to public shall be defined in the property lease.	100%	100%	100%	100%
Playgrounds	Immediately report any broken or damaged equipment. Equipment cannot be installed or modified without prior written approval from the Lessor*. Keep softfall areas clean of rubbish and other foreign materials at all times.	100%	100%	100%	100%
Walkways, footpaths, access, steps, ramps	Keep clean and clear at all times. Immediately report any hazards to the Lessor*.	0%	0%	0%	100%
Carpark	Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions. Immediately report any pot holes or damaged carpark infrastructure to the Lessor* for repair.	100%	100%	100%	100%
Shed, roller doors and garage (if applicable)	Responsible for cleaning and maintenance of such structures.	100%	100%	100%	100%
Abandoned rubbish	Arrange for removal of smaller abandoned items that have been dumped on the property which will fit in the bins provided.	100%	100%	100%	100%
Pollution	Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil or other pollutants. Report any pollution, contamination or suspected pollution/contamination to the land to the Lessor* immediately.	100%	100%	100%	100%
Bore and Pump (if applicable)	Service, repair and maintenance costs are to be allocated between the Lessor* and Tenant in the property lease. Any additional Tenant obligations shall be defined in the property lease.	50%	50%	50%	100%

\*References to Lessor include Licensor, as the case may be.