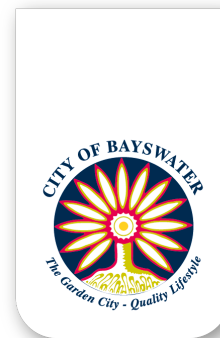


COUNCIL POLICY: COMMUNITY FACILITY LEASE AND LICENCE/USER AGREEMENT POLICY



POLICY OWNER: Manager Strategic Planning and Place

POLICY STATEMENT: To provide a structured and consistent approach to the management of Council's lease and licence/user agreements with not-for-profit organisations and sporting and recreational groups for the use of community facilities.

POLICY DETAILS

1. Council will provide a range of well-maintained and well managed community facilities and enter into agreement with community based not-for-profit organisations and sporting groups for their use in order to ensure the city owned buildings and infrastructure are of a high quality appropriate to community needs.
2. Council will ensure consistent, fair, equitable access for locally based organisations to its community facilities.
3. Council will ensure that its community facilities are managed to an appropriate and sustainable standard. The City will undertake periodical inspections as required with appropriate feedback given to the Tenant.
4. Council will aim to increase community access to activities and services by optimum use of Council facilities achieved by encouraging integration and co-location.
5. For the purposes of tenancy negotiation, all community leases shall be classified into one of the categories as outlined in Annexure 1.
6. Lease tenure, lease fees and annual charges, and tenant/city obligations shall be as outlined in Annexure 1.
7. Where practicable utility charges will be individually metered for each Tenant otherwise an equitable percentage of the overall site utility charges will be applied.
8. The tenant shall have responsibility for all obligations as outlined in Annexure 1.
9. Council reserves the right in all cases to inspect premises and ensure Lease conditions and Key Performance Indicators are being met.

RELATED LEGISLATION AND OTHER REFERENCES

Local Government Act 1995 (WA).

Residential Tenancies Act 1987 (WA)

Residential Park (Long-Stay Tenants) Act 2006 (WA) & Regulations

Adopted by Council:	19 April 2011
Reviewed	1 March 2016 9 April 2019
Strategic Link	C1.1 - A strong sense of community through the provision of quality services and facilities
Document Ref	3249778

Annexure 1 - Categories of Tenants

Category No.	Lessee Description	Reference	Lease Fee and Charges	City and Lessee Obligations	Lease Tenure
1.	<p>Not-for-profit community groups:</p> <p>a) Local service groups – the lessee operates exclusively in, and its membership is predominately drawn from, the City of Bayswater district.</p> <p>b) Community child care centres.</p> <p>c) Other community groups – those with locations outside, and/or servicing a wider catchment than the City of Bayswater district.</p>	<p>Member based not for profit groups made up of mostly community representatives and volunteers, (whether incorporated or not) established to provide community, services and/or raise money for those in need and deemed exempt dispositions under the <i>Local Government Act 1995</i> (WA).</p>	<p>a) Local service groups - \$1/pa b) Community child care centres - \$1,360/pa c) Other community groups - \$1,390/pa</p> <p>Plus GST and all utility costs and other outgoings identified as Lessee Obligations.</p> <p>The Lease fee will be indexed annually to CPI where applicable.</p> <p>Rates will not be charged by the City.</p> <p>Emergency Services Levy will be charged by the City.</p>	<p>Lessee Cleaning, pest control, consumables, and contents and public liability insurance associated with the facility.</p> <p>Repairs and maintenance on items installed by the Lessee or where the damage is attributable to Tenant use/activity.</p> <p>Waste charges will be payable by the City as determined by the Coordinator Environmental Health on a case-by- case basis based on individual club needs.</p> <p>City Building insurance and all maintenance and repairs excluding damage attributable to Tenant use/activity.</p> <p>The City will undertake the servicing of all inbuilt mechanical services (eg air conditioning and cool rooms) and alarm systems, with the cost being borne by the tenant.</p>	<p>Lease/Licence Agreement (2-5 years)</p>
2.	<p>Sporting and recreational groups</p>	<p>Being sporting and recreational groups (whether incorporated or not) that would be deemed exempt dispositions under the <i>Local Government Act 1995</i> (WA).</p> <p>Excludes state sporting/recreational bodies.</p>	<p>\$1/pa</p> <p>Plus all utility costs and other outgoings identified as Lessee Obligations.</p> <p>Rates will not be charged by the City.</p> <p>Emergency Services Levy will be charged by the City.</p>	<p>Lessee Cleaning, pest control, consumables, and contents and public liability insurance associated with the facility.</p> <p>Repairs and maintenance on items installed by the Lessee or where the damage is attributable to Tenant use/activity.</p> <p>Waste charges will be payable by the City as determined by the Coordinator Environmental Health on a case-by- case basis based on individual club needs.</p> <p>City Building insurance and all maintenance and repairs excluding damage attributable to Tenant use/activity.</p> <p>The City will undertake the servicing of all inbuilt mechanical services (eg air conditioning and cool rooms) and alarm systems, with the cost being borne by the tenant.</p>	<p>Lease/Licence Agreement (2-5 years)</p>
3.	<p>Not for profit – funded</p>	<p>Not for profit groups, that are professional organisations with paid staff and are generally Government funded or have significant membership bases. Includes places of worship and state sporting/recreational bodies.</p>	<p>40% of market valuation or as otherwise determined by the City following an Expression of Interest process</p> <p>Plus the Emergency Services Levy, GST and all utility costs and other outgoings identified as Lessee Obligations.</p> <p>The Lease fee will be indexed annually to CPI.</p> <p>Rates will not be charged by the City.</p>	<p>Lessee Cleaning, pest control, consumables, and contents and public liability insurance associated with the facility.</p> <p>Repairs and maintenance on items installed by the Lessee or where the damage is attributable to Tenant use/activity.</p> <p>Waste charges will be payable by the City as determined by the Coordinator Environmental Health on a case-by- case basis based on individual club needs.</p> <p>City Building insurance and all maintenance and repairs excluding damage attributable to Tenant use/activity.</p> <p>The City will undertake the servicing of all inbuilt mechanical services (eg air conditioning and cool rooms) and alarm systems, with the cost being borne by the tenant.</p>	<p>Lease Agreement (2-10 years)</p>

4.	Child Health Clinics	Services provided by community child health nurses, employed by WA Health, deemed exempt dispositions under <i>the Local Government Act 1995 (WA)</i> .	<p>\$1/pa</p> <p>Plus GST and all utility costs and other outgoings identified as Lessee Obligations.</p> <p>Rates will not be charged by the City.</p> <p>Emergency Services Levy will be charged by the City.</p>	<p>Lessee Consumables, insurances and all outgoings associated with the facility.</p> <p>Repairs and maintenance on items installed by the Lessee or where the damage is attributable to Tenant use/activity.</p> <p>Waste charges will be payable by the City as determined by the Coordinator Environmental Health on a case-by- case basis based on individual club needs.</p> <p>City Building insurance and all maintenance and repairs excluding damage attributable to Tenant use/activity.</p> <p>The City will undertake the servicing of all inbuilt mechanical services (eg air conditioning and cool rooms) and alarm systems, with the cost being borne by the tenant.</p>	Informal User Agreement (up to two years)
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