

Balgownie Village Community Centre



Information Package

Allocation of the Licence

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INTRODUCTION

Wollongong City Council has a policy for the allocation of community facilities to community groups or organisations. The aim of this policy is to ensure fair and equitable access for the occupation and management of these facilities.

The provision, allocations and management of these facilities is consistent with Council's Vision, Mission and Values by working toward partnerships between Council and community groups for the best possible use of community facilities.

As per the allocation policy Council is currently advertising for community groups to contact Council if they have an interest in entering into a licence agreement for the occupation and management of its community facility - **Balgownie Village Community Centre**.

This document has been put together to assist community based organisations with the process involved in applying for the licence agreement to manage the Balgownie Village Community Centre and is in two parts.

- Part 1 Outlines the application process and provides details as to what community groups will need to do to advise Council of their interest in occupying and managing the facility.
- Part 2 Provides information on the facility and what is required of the group offered the licence for the facility.

At any time through the process, community groups can contact Council's Library and Community Services (L&CS) for support or information. Please direct any enquiries to **Jan Noble Branch Libraries and Community Facilities Manager, telephone 4227 7249**.

PART 1

The Allocation Process and How to Apply

1 HOW TO APPLY

There are a number of steps that need to be followed in the allocation process. For full details of these Steps see page 8 “Allocation Policy”.

Step 1 of the process has already been completed. This involved Council completing an assessment of the facility and putting together the information in this document.

The process is now at Step 2. Step 2 involves Council advertising the availability of this facility and asking community groups to let us know if they are interested in being the licensee. Please note that your participation in this Step requires no formal documentation to be sent to Council apart from the “Notification of Interest Form” on the next page.

PREPARATION

It is suggested that community groups undertake the following prior to completing and forwarding to Council the “Notification of Interest Form”.

- a) Read this whole document first.
- b) Conduct a self-assessment of your organisation to ensure that you meet all of the selection criteria (see page 3 “*Checklist for Group Self Assessment*”)
- c) If your organisation meets all the selection criteria and is still interested in being the licensee of the facility, you may wish to inspect the facility.
- d) To do this read page 7 “*Process for Inspection of a Community Facility*” of this document which provides full details on the how to arrange an inspection.

REGISTERING YOUR GROUP’S INTEREST

If, after completing the above, your group is still interested in being the licensee, you need to notify Council by completing and returning the “*Notification of Interest Form*” on the next page. Forms must be received by the advised date on this form.

No other formal documentation is required at this stage.

A letter will be sent to your organisation acknowledging receipt of your notification of interest. It will outline the next step in the process and the expected timeframe.

**NOTIFICATION OF INTEREST FORM
to become licensee
Balgownie Village Community Centre**

ATTENTION: Jan Noble
Library and Community Services
Wollongong City Council
Locked Bag 8821
WOLLONGONG DC NSW 2500
Email: council@wollongong.nsw.gov.au
Facsimile: 4227 7277

Please complete this form and post or facsimile to Council at the above address before the closing date to ensure your group's interest in becoming the licensee of Balgownie Village Community Centre is registered. This form can also be hand delivered to Level 5 Council Administration Building, Burelli Street Wollongong before the closing date.

Name of organisation	
Postal Address	
Name of Contact Person	
Contact's Telephone	
Contact's Facsimile	
Contact's Email	

The Information Package has been read by members of the above organisation and on behalf of the organisation, I wish to advise of our interest in being the licensee of Balgownie Village Community Centre.

Name: _____

Signature: _____ Date: _____

**THIS FORM IS TO BE RETURNED BY
5PM THURSDAY 24 OCTOBER 2019.**

2 CRITERIA FOR ASSESSMENT

Groups interested in becoming the licensee of a Council community facility must meet the criteria as stated in the Allocation Policy.

You are not required to provide documentation to support your ability to meet the criteria until Step 4 of the allocation process. However, by using the checklist on the next page and conducting a self-assessment of your organisation, your group will be able to assess if you meet this criteria before the initial contact with Council.

Groups who apply to be the licensee of a Council community facility will be assessed by the following criteria:

General

- Ability and willingness to work towards the aims and focus for the facility.
- Ability to enter into a legal contract (ie lease or licence).

Resources to manage a facility

- Demonstrated ability to manage a community facility at both a financial and operational level.
- Ability to meet Council's expectations of occupant organisations and ability to abide by the conditions of the lease or licence agreement.

Service Provision

- Past record and/or demonstrated ability to cater to local community needs.
- A willingness to accommodate and co-operate with existing and potential tenant and hirer organisations that may be considered appropriate for the area's needs.

During Step 4 of the allocation process, groups will be required to provide, in writing, information that will allow a decision to be made as to their suitability as the licensee at the facility (for further details of the information to be supplied see page 8 "*Allocation Policy*").

3 CHECKLIST FOR GROUP SELF-ASSESSMENT

This checklist has been developed to assist your group in determining if you meet the required assessment criteria (previous page) before proceeding to apply. Don't send the self-assessment to Council. The checklist is to help you determine your group's eligibility.

To use this checklist, groups should ask themselves the following questions and answer them honestly.

Yes No

General

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Do we have enough members, with relevant skills, to take on the management of this facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the facility suit the needs of our services and activities? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do we want the licence on this facility for activities that are in line with the aims and focus of the facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are we willing to implement strategies that promote the aims and focus for the facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | If we get the licence, will our current and/or proposed services to operate from the facility benefit the local community? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do we have evidence of our ability to enter into a legal contract? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do the articles of memorandum of our organisation allow for us to take on the management of this facility and according to the requirements of Council? |

Resources to manage a facility

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Can we demonstrate our ability to manage a community facility at both an operational and financial level? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do we have a certificate of corporation or similar document? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do we currently have sufficient public liability insurance? If not are we prepared to increase our cover to meet Council's requirements? |
| <input type="checkbox"/> | <input type="checkbox"/> | Can we present our latest audited financial statement? |
| <input type="checkbox"/> | <input type="checkbox"/> | Can we prove our organisation's ability to meet financial and other obligations under the licence agreement? |
| <input type="checkbox"/> | <input type="checkbox"/> | Can we produce evidence of funding we receive? |

Service Provision

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Do we have written aims, objectives and a vision statement for our organisation? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do the aims for our organisation allow us to meet Council's expectations and requirements of a licensee? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do the services and activities of our organisation complement the aims and focus of the facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the location of the facility suit our needs and the persons using our services and activities? |

If your group is still interested in licensing the facility, complete the "Notification of Interest" form, tear it out and forward it to Council.

4 PROCESS FOR INSPECTION OF A COMMUNITY FACILITY

Once you have conducted a self-assessment and determined that your group does meet the criteria, you may wish to inspect the facility.

Council will be happy to arrange for the inspection of the facility. Please do not organise the inspection yourself.

The following is the process to be followed for inspection of the facility.

- 1 Balgownie Village Community Centre will be available for inspection by interested groups on **Thursday 17 October 2019 between 12.30pm – 1.30pm.**
- 2 Groups must register their interest with Council in viewing the facility
- 3 The entire facility will be made available at the time allocated for the inspection.
- 4 Council will contact the group wishing to inspect the facility to advise them of the time that has been arranged.
- 5 A Council officer will show the interested groups around the facility during the time allocated.
- 6 During the inspection, the only information provided to the groups by Council will be in relation to this information package put together for all groups.

5 ALLOCATION POLICY

Following is the complete allocation policy as adopted by Council in 1998 (and amended in 2013 and 2017). Steps for implementing the policy are explained and the allocation of Balgownie Village Community Centre is currently at Step 2 of the process.



ADOPTED BY COUNCIL: 17 JULY 2017

BACKGROUND

The provision of community facilities is a key part of Council's role in meeting community needs. The provision, allocation and management of these facilities will be consistent with Council's Vision, Mission and Values.

The following themes underpin this policy:

- social justice principles;
- collaboration and consultation;
- optimum utilisation of community facilities;
- community facilities helping to meet community need; and
- partnerships between Council and community groups.

OBJECTIVE

To provide fair and equitable access to community groups for the occupation and management of Council's community facilities with the aim of achieving optimum benefit from these facilities for both the community at large and Council.

POLICY STATEMENT

- 1 Allocation of community facilities (under control of the Library and Community Services Division) to community groups will be based on a process of consultation with community groups interested in the occupation of the facilities and a transparent and collaborative decision making process.
- 2 This policy applies to the leasing or licensing of community facilities where –
 - a) the existing occupancy arrangement or agreement is due to expire; OR
 - b) a building becomes available for community use through:
 - vacation by the existing occupant;
 - acquisition by Council; or
 - new construction;and it is determined to allocate occupancy to a community group.
- 3 This policy is not applicable to facilities where the day-to-day management is:
 - a) controlled by a Committee of Council;
 - b) by Council directly; or
 - c) earmarked for either 3 (a) or 3 (b) above.
- 4 This policy is not applicable to, unless facility is located on Crown Land:
 - a) child care centres; or,
 - b) community facilities where the licence has expired and the existing licensee:
 - has advised Council that the group wants to continue to be the licensee; and,
 - is able to demonstrate that the organisation is able to continue to meet the criterion required of all licensee's at community facilities; and,
 - is in receipt of grant funding when the licence expires, and the grant funding is being used for the employment of staff to provide community services and those staff have their primary office at the facility, and,
 - has consistently demonstrated adherence to the previous licensing requirements.

Definitions

For the purposes of this policy, the following terms are used:

A *community group* is a body with a legal entity and a broadly represented community based management committee.

An *occupant organisation* is the body that enters into a lease or licence agreement at a community facility and in doing so takes on the responsibility for the day to day management of that facility.

A *tenant organisation* is a body that has an agreement with the occupant organisation to be housed and to operate from the facility on a long term basis.

STATEMENT OF PROCEDURES

RESPONSIBILITIES

Divisional Managers are responsible and accountable to ensure that this procedure is implemented in their areas of responsibility.

Middle Management/Coordinators/Supervisors will ensure that this procedure is implemented and communicated to staff responsible for conducting the allocation process.

The implementation of this policy will involve the following steps –

- 1 initial assessment and preparation;
- 2 consultation with community groups;
- 3 collaboration with interested groups;
- 4 lodging information for assessment;
- 5 assessment;
- 6 approving occupant organisation(s);
- 7 appeal mechanism; and
- 8 arrangements for Community/Crown Land

1 INITIAL ASSESSMENT AND PREPARATION

This step is to provide for an informed decision in relation to whether this policy is to be implemented and to allow for early consultation with organisations that will be affected.

1.1 Initial Assessment

- a) When a building becomes available for community use or an existing lease or licence is due to expire, the Manager Library and Community Services or their delegate is to determine any special requirements for the facility as follows -
 - restrictions with regard to contractual or legal obligations (such as funding for construction agreements, options for renewal in existing lease or licence);
 - broad aims and focus for the facility (based on facilities strategic plan, social planning data, and other planning documents);
 - any other Council policies and plans which affect its use (eg Plans of Land Management); and
 - any other factors that should be taken into account.
- b) The Manager Library and Community Services or their delegate will determine if this policy is to be implemented based on this initial assessment.

1.2 Consultation with occupant and tenant organisations

- a) If the building has an existing lease or licence, a meeting will be convened four (4) to six (6) months prior to the expiry date with representatives of the occupant organisation(s) and any tenant organisation(s) to notify of the impending implementation of the allocation policy and to assess -
 - interest in reapplying for lease or licence;
 - past performance in relation to existing lease or licence obligations;
 - ability to continue to meet lease or licence obligations;
 - ability to work towards the aim and focus for the facility;
 - most appropriate time to implement the following steps of this policy.
- b) A copy of this policy will be provided to each of the organisations.

1.3 Develop information package

- a) An information package for the facility will be developed prior to advertising for community groups that have an interest in being the lessee or licensee, and will include -
 - Council's vision and mission;
 - name and location of facility;
 - broad aim and focus for the facility;
 - criteria for assessment of groups nominated as lessee or licensee;
 - social planning data for the area in which the facility is located;
 - details of the facility (size, rooms, amenities);
 - process for facility inspection by a community group;
 - restrictions in type of use (if any);
 - sample lease or licence agreement;
 - Council policies in relation to community facilities;
 - any other relevant Council policies;
 - any relevant Council plans; and
 - a copy of this policy and process for allocation.
- b) The information package will be placed on display in an accessible location and times will be made available for community groups to inspect during the advertising period (see 2.1b).

2 CONSULTATION WITH COMMUNITY GROUPS

This step is to ensure all community groups have the opportunity to tell Council of their interest in being an occupant organisation at the facility that is available.

2.1 Advertising the facility availability

- a) If the building has an existing lease or licence, the occupant organisation(s) and any tenant organisation(s) will be advised in writing one (1) month in advance of the placement of advertisements. The date of advertising will be based on the information provided at the meeting held with these groups in the first step of this process (see point 1.2a).
- b) Advertisements will be placed in the Advertiser, and on Council's website over a two-week period. The advertisement will ask community groups to contact Council if they have an interest in leasing or licensing the facility. Advertisements will include -
 - name and location of facility;
 - broad aim and focus for the facility;
 - availability of information package and contact information for times for inspection times;
 - process for contacting Council if interested in leasing or licensing the facility; and
 - closing date.

2.2 Process for groups to inspect facility

Community groups may request an inspection of the facility. The process for the inspection will be as follows -

- Council will contact the occupant organisation to advise of the request and will negotiate with the occupant organisation an appropriate time for the inspection.
- The occupant organisation will make the entire facility available at the time allocated for the inspection and will liaise with any tenant groups in relation to this inspection.
- A Council Officer will show the group around the facility during the time allocated by the occupant organisation.
- During the inspection, the only information provided to the group by Council will be in relation to the information package put together for all groups (eg to expand or clarify information provided in 1.3a).

2.3 Process for groups to contact Council if interested

- a) Groups can notify Council of their interest in leasing or licensing the facility by either writing or telephoning. Groups will be required to provide -
 - name of group;
 - name of a contact person;
 - mailing address of the group; and
 - telephone and fax number of the group.
- b) A letter of acknowledgement will be sent to each group responding to the advertisement. This letter will also advise the group of the next step of the process and timeframes.
- c) Groups must lodge a Notification of Interest Form with Council by the advertised closing date to be considered in the next and future stages of the Allocation procedure for the facility.

3 COLLABORATION WITH INTERESTED GROUPS

This step is to provide interested groups with an opportunity to work in partnership with each other and Council to achieve the best possible outcome for the community.

3.1 Where only one community group has an interest

- a) A meeting will be held with the group.
- b) The aim of the meeting will be to discuss -
 - the aim and focus for the facility;
 - the lease or licence of the facility and Council's expectations of occupant organisations;
 - the services provided by the group and what they have to offer as the occupant organisation; and
 - the next stage of the process.

The meeting will also provide an opportunity for the group to reaffirm their interest in being an occupant organisation.
- c) At this meeting the group will be advised of the information to be provided for the assessment step and the timeframe for receipt of such.

3.2 Where more than one community group has an interest

- a) A facility allocation conference will be convened and facilitated by Council between two (2) to four (4) weeks after the advertised closing date.
- b) All groups will be sent written details of the facility allocation conference at least two (2) weeks in advance.
- c) The aim of the facility allocation conference will be to provide an informal forum by which community groups can collaborate with each other and Council and nominate a group for the lease or licence that provides the best possible outcome.
- d) The objectives of the facility allocation conference will be to provide an opportunity for -
 - Council to discuss with groups the aim and focus for the building, options for occupancy arrangements at the building, and the next stage of the process;
 - groups to ask any questions in relation to the lease or licence of the facility and Council's expectations of occupant organisations;
 - groups to discuss their services and what they have to offer as the occupant organisation at the facility;
 - discussion between all parties in relation to the most appropriate lessee or licensee who is able to meet the assessment criteria (see 4.1);
 - groups to work in partnership with each other and Council to nominate a group for the lease or licence and any tenancy arrangements.
- e) In the event that a mutually agreeable outcome is not achieved during the conference, Council will reconvene the conference one-week later for further discussion.
- f) In the event that there is still no agreement all groups will be asked to reaffirm their interest in the lease or licence. All groups reaffirming their interest will be invited to participate in the assessment step and will be advised of the information to be provided for this step and the timeframe for receipt of such.

4 LODGING INFORMATION FOR ASSESSMENT

This step of the process is to allow groups to lodge information with Council that will be used to assess their suitability as an occupant organisation at the facility.

4.1 Criteria by which groups will be assessed

- a) Groups will be assessed according to the following criteria -
- General*
- Ability and willingness to work towards the aims and focus for the facility.
 - Ability to enter into a legal contract (ie lease or licence).
- Resources to manage a facility*
- Demonstrated ability to manage a community facility at both an operational and financial level.
 - Ability to meet Council's expectations of occupant organisations and ability to abide by the conditions of the lease or licence agreement.
- Service provision*
- Past record and/or demonstrated ability to cater to local community needs as identified by Council's social planning data and/or the group's own formal social planning.
 - The number and types of community services currently being offered by the group and/or what may be offered in the future.
 - Ability and willingness to accommodate and co-operate with existing and potential tenant organisations that may be considered appropriate for the area's needs.
- b) The panel undertaking the assessments (see 5.1) will weight the criteria.

4.2 Information required for assessment

- a) Groups will be required to provide, in writing, information that will allow the panel to make an assessment as to their suitability as an occupant organisation at the facility. This information will be required to be lodged one month after the group is notified.
- b) Groups will be required to provide the following information for assessment against the above criteria.
- General*
- Membership base of the organisation.
 - Organisation's proposed use of the facility.
 - Benefits to be gained by the organisation, Council and the community should occupation be granted.
 - Evidence of the organisation's legal capacity to enter into a lease or licence agreement.
 - Copy of the Articles and Memorandum of Association of the organisation.
- Resources to manage a facility*
- Copies of the following documents:
 - Certificate of Incorporation or similar document
 - Certificate of Public Liability Insurance
 - Latest audited Financial Statement.
 - Amount and source of any funds received by the organisation.
 - Where funding is not received:
 - the eligibility to receive funds if any, and
 - the reason(s) for funds not being made available.
 - Organisation's ability to meet financial and other obligations under the lease or licence agreement.
 - Improvements to the premises that the organisation may be able to provide.
- Service provision*
- The organisation's aims, objectives and vision statement.
 - Main services and activities of the organisation, and any proposed services and activities.
 - Target group(s) for the organisation's services and activities.
 - Geographic area served by the organisation.

- List of current or potential tenant organisations and the proposed occupancy agreements for these groups.

5 ASSESSMENT

This step is to enable a fair assessment to be made of the group(s) and to determine the occupant organisation to be recommended for the facility.

5.1 Forming the Assessment Panel

- a) An Assessment Panel comprising persons not associated with the group being assessed or deemed as having any other form of pecuniary interest.
- b) Invitations to participate in the panel will include background information, role of the panel, and benefits to be gained by being involved.
- c) Membership of the panel will be as follows -
 - Manager Library and Community Services or his/her representative;
 - Middle Manager of the Library and Community Services Division Branch responsible for the facility, service or divisional function;
 - Social Planner (WCC) or other person as nominated by the Manager Library and Community Services or delegate;
 - representative from a peak community service organisation; and
 - representative from a relevant government department.
- d) In the event of any of the community representatives (last three) not being able to attend, the Manager Library and Community Services or delegate will nominate another community representative who meets the criteria for membership outlined in 5.1a above.
- e) Council will conduct an information/training program for participants on the panel at the first meeting.
- f) The role of the Assessment Panel will be to assess the information provided by the group(s) against the criteria and determine the suitability of the group to be the lessee or licensee of the facility. The panel will make the assessment using a tally of point scores for each criterion.

5.2 Assessment by Panel

- a) Council will provide to the Assessment Panel all relevant information in relation to the facility and the group(s) being assessed no less than one week prior to the first meeting of the Assessment Panel.
- b) Council will convene a meeting with the panel and the group(s) being assessed. If more than one group is being assessed then the panel will meet with each group separately. The meetings will be held at the facility or at Council's Administration Building. The aim of the meeting will be to provide an opportunity for the group(s) to personally address the panel members and add to their written information, and for the panel to clarify any matters.
- c) At the first meeting the panel, will consider the written and verbal information, assess the group according to the criteria and make a recommendation as to the suitability of the group being offered the lease or licence.
- d) In the event that the panel is unable to determine if a group is suitable for the lease or licence, the Manager Library and Community Services or their delegate will make a determination.

6 APPROVING OCCUPANT ORGANISATION

This step of the process is to provide feedback to groups regarding the outcomes of the assessment and to seek formal approval by Council.

- a) The group(s) will be notified immediately by telephone, and then in writing, of the outcome to the assessment.
- b) In the event of a group being unsuccessful, reasons why they were unsuccessful will be included in the letter.
- c) A report will be submitted to the General Manager or their delegate or Council if required recommending the group to be offered the lease or licence. The report will only be submitted after the appeal period.
- d) The group(s) will be notified in writing of the outcome to the report to Council.

7 APPEAL MECHANISM

This step is to provide groups who are dissatisfied with the outcome of the assessment, an opportunity to have their concerns heard and reviewed.

- a) An appeal may be lodged if a group believes that the process as outlined in this policy was not followed or the group believes that they were treated unfairly.

The process for the appeal will be as follows.

- The community group to put their concerns in writing to the Manager Library and Community Services or their delegate within ten working days of receiving the written notification of the outcome to the assessment panel.
 - The Manager Library and Community Services or their delegate will convene a meeting within one week of receiving such notification, between representatives of the community group and the relevant Council Officer and/or representative of the Assessment Panel.
- b) The aim of the meeting is for the Manager Library and Community Services or their delegate to obtain a clear understanding of the concerns and if possible to facilitate a resolution.
- c) In the event that there is no resolution during the meeting, the Manager Library and Community Services or their delegate will consider the concerns raised and will make a determination within one week of the meeting.
- d) The Manager Library and Community Services or their delegate will immediately advise the community group, by telephone, of the outcome. The group will be advised in writing within one week of the telephone notification.
- e) If the outcome is not to the satisfaction of the community group, then the group may proceed to raise the issue with the General Manager within one week of receiving the written notification. Under delegated authority, the General Manager will investigate the concerns and initiate appropriate action.

8 COMMUNITY/CROWN LAND

At the completion of this process if the facility is located on community land then the licence agreement will be advertised in accordance with the Local Government Act. If the facility is located on Crown Land then permission to enter into a licence agreement will be sought from the Minister.

SUMMARY SHEET	
Responsible Division	Library and Community Services
Date adopted by Council	17 July 2017
Date of previous adoptions	28 October 2013, 21 October 2002
Date of next review	July 2021
Responsible Manager	Branch Libraries and Community Facilities Manager
Authorised by	Manager Library and Community Services

PART 2

The Facility

Balgownie Village Community Centre

and

Requirements of Licensee

6 OVERVIEW OF FACILITIES

This information provides a brief overview of the facilities to assist groups who are interested in the licence of this facility. The licence agreement includes maintenance of external areas.

Name:	Balgownie Village Community Centre
Address:	113 Balgownie Road, Balgownie
Licence includes:	Hall with stage, Annex, office, meeting room, 2 kitchens, accessible amenities and a fenced yard with a shade structure.
Current Use:	<p>The facility provides a venue for a number of regular activities run by community groups. In addition, the centre is available (with some restrictions) for hire by individuals for activities.</p> <p>The facility is located in a residential area and there are restrictions on the hours of use and noise levels. Bookings must finish by 10pm.</p>
Refurbishment:	The building is in good condition, with the main hall being heritage listed.
Why licensing?	It is Council's Policy that where appropriate to transfer the day to day management of Council's community halls and centres to community based organisations for the purpose of conducting their activities and to maximise the use and reduce net cost to Council.

7 MAP OF THE AREA

The map below shows the location of the facility in Balgownie. Area identified by red outline.

Balgownie Village Community Centre, 113 Balgownie Road, Balgownie.



8 DEMOGRAPHIC OVERVIEW – BALGOWNIE

Demographic information has been included in this package to provide an overview of the area in which the facility is situated. One of the assessment criteria for licensing a facility is that your group be willing to work towards the aims and focus for the facility. Local information is one way of identifying community focus and needs.

POPULATION: **BALGOWNIE 5,529 people** (ABS 2016 Census)

PERSON CHARACTERISTICS

- Median Age of the population is 43 years, which is higher than the rest of the Wollongong LGA (39 years).
 - 6.0% (333) were aged under 5 years
 - 11.3% (625) were aged between 15 and 24 years
 - 21.2% (1167) were older people over 65 years.
- People born overseas in a non-English speaking country
 - 5.5% (304) of the population compared to the overall Wollongong percentage of 20%.
 - 21.3% (444) of the population speaks a language other than English at home.
- People renting their home is 20.1% (420) of households
 - 45.3% (947) fully own their home
 - 29.7% (620) are currently purchasing their home.
- An average of 3 people live in each household (higher than for Wollongong as a whole being 2.6 average).
 - 22.0% (459) households had a single occupant
 - 11.6% (242) of families were lone parent families
 - 34.9% (727) were couples with children
 - 26.2% (547) were couples without children
- Households with incomes below \$650 per week equaled 19.9% of households.
 - The median weekly Household Income was \$1558.00
 - The median weekly Individual Income was \$636.00
- 2582 people living in Balgownie area are employed, of which 56.0% are working full time and 34.0% part time. 4.3% of the population is unemployed compared with 7.1% for Wollongong City.

(This information was drawn from 2016 ABS census data. It is a general overview of the area in which the facility is situated. It is not to be considered a comprehensive study.)

9 WOLLONGONG CITY COUNCIL'S VISION, MISSION AND VALUES

Council follows its vision, mission, values and goals for each of its activities. It is expected that groups that are licensees of a Council facility manage its operations in line with these goals and values.

COMMUNITY VISION

From the mountains to the sea, we value and protect our natural environment and we will be leaders in building an educated, creative and connected community.

OUR COMMUNITY GOALS

To support the achievement of our community vision, collaborative efforts will focus on six interconnected goals:

- We value and protect our environment
- We have an innovative and sustainable economy
- Wollongong is a creative, vibrant city
- We are a connected and engaged community
- We are a healthy community in a liveable city
- We have sustainable, affordable and accessible transport.

COUNCIL'S VALUES

- Integrity – honest and reliable;
- Respect – inclusive and considerate;
- Sustainable – use our community's resources responsibly;
- One team – together we deliver excellent service;
- Courage – challenge the norm to be better.

10 AIMS FOR USE OF BALGOWNIE VILLAGE COMMUNITY CENTRE

Council has assessed a range of available information and has identified the following aims for the use of Balgownie Village Community Centre.

Council's aims for Balgownie Village Community Centre are:

- a) For it to be a multipurpose community facility with a focus on providing community support, educational, social and cultural activities.
- b) That it be a community facility available for use by other groups and individuals, not just the licensee.
- c) The groups currently using the building retain existing use of the facility under hire agreements with the licensee.
- d) That the hall be managed by a community based group/organisation on behalf of Council who ideally can provide generalist community services to the local community.

Council has determined that the most appropriate form of management for this facility is through licensing to one community based organisation. The allocation of a licence agreement will be undertaken through a clear and collaborative decision making process according to the Allocation Policy adopted by Council in 1998 (amended 2013 and 2017).

11 BUILDING AREA & DETAILS

The following information provides you with an overview of the facilities and dimensions. The licence agreement for Balgownie Village Community Centre includes the community room and amenities buildings.

Building General Information

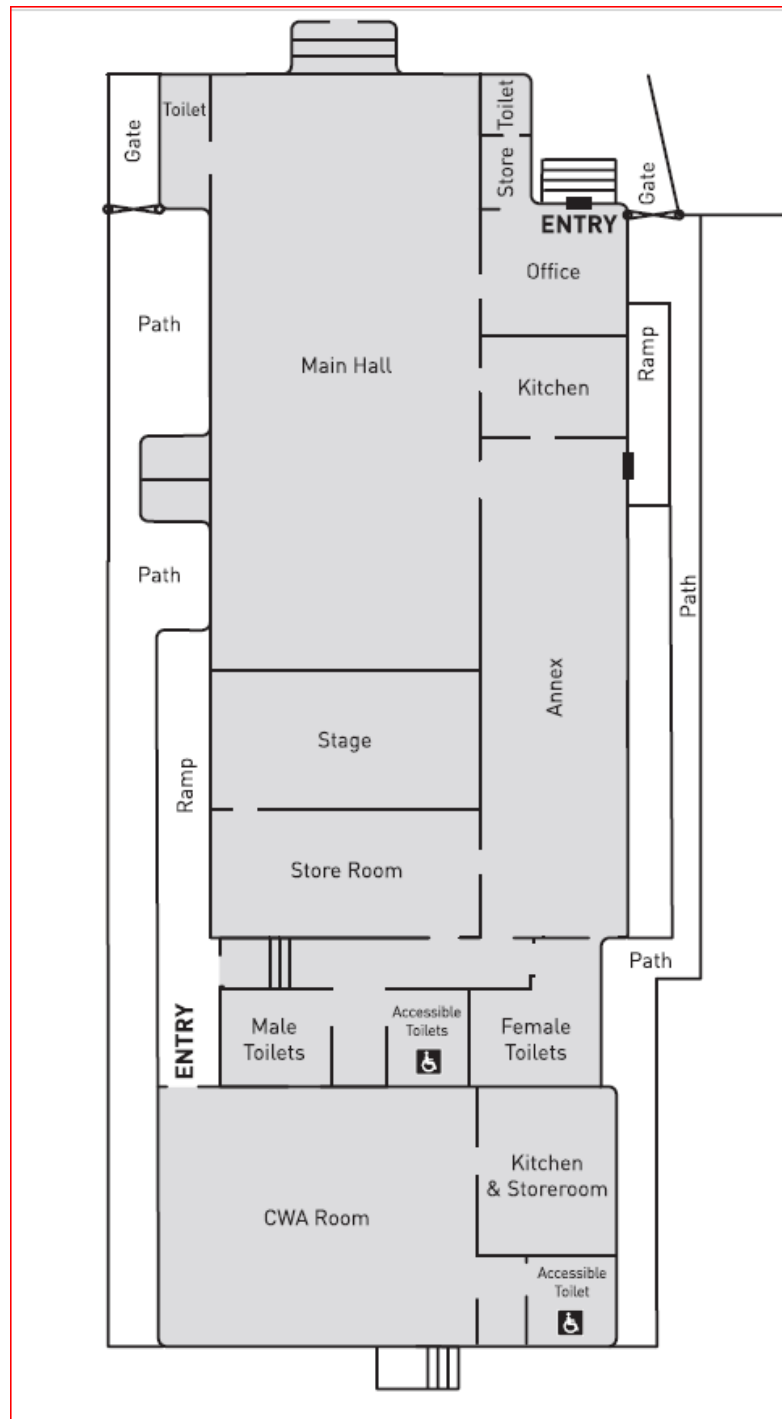
Facility Type	Balgownie Village Community Centre
Rooms	Hall (Length 17.4 x Width 7.7) CWA Room (Length 9.1 x Width 7.4) Annex (Length 14.5 x Width 4.2) Storage Room (Length 7.5 x Width 3.6) Stage (Length 3.5 x Width 7.7) 2 Kitchens Office
Capacity	Hall – Theatre Style: 110, Table Seating: 78 CWA Room – Theatre Style: 55, Table Seating: 42 Annex – Theatre Style: 50, Table Seating: 36
Use Type	Multipurpose Community Facility. Community support, educational, social and cultural activities.
General Condition	Major refurbishment of building carried out in 2007
Parking	On-street parking. Accessible car park on street at front of centre.
Accessibility	There is limited accessible path of travel at this facility from the street to the main hall and CWA room and amenities There is an accessible entrance to the building and accessible toilets.
Furniture and Equipment	Chairs stacking(210) Fridge 520 ltr (1) Fridge Westinghouse 440 ltr (1) Halogen Heaters (5) Display Pin boards (3) Microwave (1) Westinghouse Rangehood 60cm

	<p> Chef Oven Westinghouse Oven Safe Stage Curtains Tables trestle (16) Tables (21) Chairs (120) Chair trolley (2) Table trolley (4) Gas heater (1) Urn (1) Rinnai White E/Save Rinnai Turbovector 2000 Chairs free standing fabric (3) Chairs stacking fabric (6) Window furnishings Hako Focus Non Suction Polisher (1) Ceiling Fans Stage lights Washtec UD Zip Mini Boil (2) Smeg Microwave Baby Change Table Shadesail Pole Protectors Hand dryer (4) Dyson hand dryer (1) Stage lights and panel Portable Chiayo speaker Photo montage (6) CWA display board (1) </p>
Total building area (approx)	412.95m2

12 PLANS OF THE BUILDING

The following are plans of the building – licensed area identified by red outline.

Balgownie Village Community Centre



13 RESTRICTIONS IN TYPES OF USE FOR THE FACILITY

Community groups that enter into a licence agreement for a Council facility will need to abide by restrictions on the type of use imposed by Council. It is important for your group to be aware of these restrictions prior to applying. Below are the primary restrictions that apply to Balgownie Village Community Centre.

The restrictions in the type of use for the Balgownie Village Community Centre are as follows: There is no off street parking.

- . Hirer to take steps to prevent disorderly conduct in the facility and grounds of the building during the period of hire and when leaving the facility.
- . Bookings must finish by 10.00pm unless prior approval is received by the Management Committee.
- . Noise levels are to be kept to a minimum at all times to avoid disturbance to neighbouring properties.
- . The use of any sound amplification outside the facility is strictly prohibited.
- . Perishable garbage (food scraps etc.) is to be taken away by the hirer at the end of the hire period.
- . No sporting activities to be run in the facility (although passive sporting use is permitted in the Community Hall as long as there is no risk of damage to the facility).
- . Under no circumstances shall there be any burners such as barbecue or spit roasts lit within the facility.
- . Under no circumstances shall there be fireworks or other flammable materials, or smoke making devices, used inside the facility or facility grounds unless prior approval is received from Council.
- . The sale of retail or wholesale products or any direct merchandising is not permitted in the facility (although fundraising activities which involve the sale of goods are generally permitted).
- . The facility will not be used for auction sales other than those conducted on behalf of Council.
- . No animals shall be allowed in the facility except animals prescribed as assistance animals (as per Act).
- . All users of the facility shall comply with the requirements of the Protection of the Environment Operations (POEO) Act 1997 (Part 8.6, Section 276), that covers noise control.
- . The licensee(s) will not allow any activity where there is a risk of damage to the building or grounds.

- Smoking is not permitted in any part of any facility or within 4 metres of any entrance or open window.

14 EXTRACTS FROM RELATED COUNCIL POLICIES

Council has policies in place on the Management of Community Halls, Community Centres and Neighbourhood Centres.

These policies seek to maximise the use of community facilities by local residents and reduce net cost to Council of their maintenance and operation.

Following are brief extracts from policies that relate to the management of Council's community facilities.

MANAGEMENT

Where appropriate, Council will transfer the day-to-day management of the community halls, community centres and neighbourhood centres to community based organisations for the purpose of conducting their activities. The occupant community organisation is to make the premises available for use/hire by the general public when not being used by the organisation.

PAYMENT – PREPARATION OF LICENCE

Non-profit groups who license Council owned facilities are required to pay a portion of the costs involved in preparing licence/lease agreements as determined by Council's statement of procedures.

RISK MANAGEMENT

Council will systematically devise, implement and continually improve measures for the management of its risks in order to:-

- Minimise or eliminate financial or other losses in the areas of personal injury, damage to assets, damage to the Environment and damage to the reputation of Council.

15 COUNCIL EXPECTATIONS OF LICENSEES

Council has certain expectations of licensees of its community facilities. Many of these are detailed in the licence agreement. However, the following is a short precis of the primary expectations.

The licensee is expected to:

- Abide by the conditions set out in the licence agreement and will contact Council at any time there is a concern in meeting these obligations.
- Develop long-term (minimum 5 year) and short-term plans for the facility and its operations in line with Council's broad aims for the facility.
- Put in place policies and procedures that provide for the sound management and operation of the facility. The following are considered essential:
 - Access and equity:
 - Booking process
 - Conditions of use
 - Shared use of space
 - Fees and charges
 - Risk management
 - Financial management
 - Asset management
 - Programmed maintenance
 - High risk activities
 - Quality improvement
 - Customer service
 - Performance improvement
 - Sustainability
 - Energy efficiency
 - Resource management
- Implement risk management procedures to avoid the incidence of:
 - persons being hurt on the property
 - loss of assets or damage to the property
 - damage to Council or the licensee's reputation
- Send representatives to any training programs and workshops conducted by Council to assist licensees in the management of a Council facility.

Council understands that community groups may need support and assistance in undertaking the above. The staff of the Library and Community Services Branch of Council provide ongoing backup and support to all licensees and will provide assistance, whenever requested, on any issue in relation to the management of a community facility.

16 GENERIC LICENCE AGREEMENT

A generic licence agreement has been developed for each of Council's community facilities allocated to a community group for use and management. Existing licensees were extensively consulted in the development of this agreement.

Discussions are held with the community group approved as a licensee prior to formalising this agreement. This is to ensure that the schedule at the back of the agreement reflects the individual needs of the community group and the facility.

The licence agreement for the Balgownie Village Community Centre is for a period of 10 years. There is no option for renewal.

The licensee at Balgownie Village Community Centre will be required to pay all outgoings on the facility and to undertake minor maintenance to ensure the facility is presentable and functioning. Fees and charges collected are to assist in payment of operational and maintenance costs and any other costs associated with the licensee(s) responsibilities outlined in the licence agreement. In the case of income exceeding expenditure, surplus funds are to be directed towards upgrading of the facility and/or its contents (and not towards service provision by the licensee).

Refer to Attachment 1 for a copy of the generic licence agreement.

Reference Schedule

Item 1	Licensor: Address: Facsimile:	Wollongong City Council Locked Bag 8821 Wollongong NSW 2500 (02) 4225 9964
Item 2	Licensee: Address: Facsimile:	[INSERT] [INSERT] [INSERT]
Item 3	Description of Property:	<ul style="list-style-type: none"> · [INSERT] · Schedule 2 – Plan · Schedule 3 - Asset Register
Item 4	A. Licence Period: B. Commencing Date: C. Terminating Date:	[INSERT] [INSERT] [INSERT]
Item 5	Licence Fee:	\$1 per annum payable upon commencement of the licence in total for the licence period.
Item 6	Interest Rate:	The rate set from time to time by Wollongong City Council under section 566 of the <i>Local Government Act 1993</i> .
Item 7	Fee Review Dates:	[Not Applicable]
Item 8A	Portion of Licensor's Outgoings:	[INSERT]
Item 8B	Licensor's Outgoings:	<ul style="list-style-type: none"> (a) rates and other charges imposed by any authority; (b) taxes (except income and capital gains tax), charges, duties, imposts, withholdings, deductions and other levies imposed by any authority; (c) charges for services not separately metered to or paid by an occupier of the land.
Item 8C	Licensee's Contribution:	[INSERT]
Item 8D	Licensor's Contribution:	Council rates and charges, water availability charges:
Item 9	Permitted Use:	[INSERT]

Item 10	Limit of Liability Under Insurance:	\$10 million
Item 11	Option Periods:	Not Applicable
Item 12	Permitted Hours:	[INSERT]
Item 13	Redecoration Dates:	[INSERT]

Deed of Licence

Date:

1. Definitions & Interpretations

Defined Terms

1.1 In this document, unless inconsistent with the context:

authority	means any government or governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;
bank guarantee	means an irrevocable and unconditional undertaking by a bank (which must be licensed under the <i>Banking Act 1959</i> (Cth)) on terms acceptable to the <i>Licensor</i> ;
base CPI	means the <i>CPI</i> number for the quarter ending immediately before the previous <i>fee review date</i> (or if there is no previous <i>fee review date</i> , the <i>commencing date</i>);
BNG Conserve	Contractor management system;
building	means the building containing the <i>property</i> (if any);
centre	[INSERT] centre name;
CL Act	means the <i>Crown Lands Act 1989</i> (NSW);
claim	includes any action, claim, suit, demand, proceedings, including any statutory procedure for the recovery of money, whether actual or threatened;
commencing date	means the date referred to in Item 4B;
common areas	means those areas of the <i>building</i> and the <i>land</i> which the <i>Licensor</i> provides for common use;
cost	includes cost, charge, expense or fee;
CPI	means the consumer price index published by the Australian Bureau of Statistics for All Groups for Sydney NSW or the index which replaces it under clause 4;
current CPI	means the <i>CPI</i> number for the quarter ending immediately before the relevant <i>fee review date</i> ;
Council	means Wollongong City Council;
fee review dates	means the dates stated in Item 7;

<i>fire services</i>	includes all fire extinguishers, stopcocks, hydrants, alarms, fire sprinkler systems, fire exit signage, emergency lighting and other fire services and all associated equipment in the building or on the <i>property</i> ;
<i>GST</i>	means Goods and Services Tax;
<i>insolvency event</i>	means: <ul style="list-style-type: none"> · in respect of a corporation: <ul style="list-style-type: none"> ○ it is insolvent (as defined in section 9 of the <i>Corporations Act 2001</i>); ○ a resolution or order is made that it be wound up; ○ a liquidator or provisional liquidator, or one of them is appointed to it, whether or not under an order; ○ an administrator or controller (as defined in section 9 of the <i>Corporations Act 2001</i>) is appointed to it or any of its assets; ○ it is deemed by any relevant legislation to be insolvent (as defined in section 9 of the <i>Corporations Act 2001</i>); or ○ it makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or · in respect of an individual: <ul style="list-style-type: none"> ○ they are declared bankrupt; or ○ they make an assignment for the benefit of or enter into an arrangement or composition with their creditors;
<i>instalment day</i>	means a date on which an instalment of the <i>licence</i> fee falls due and payable to the <i>Licensor</i> ;
<i>land</i>	not applicable;
<i>Laws</i>	means all present or future Federal, State, Territorial or Local Government legislation, rules, regulations, proclamations, ordinances, ministerial determinations, ministerial rulings and ministerial guidelines of Australia and applicable Australian Standards and Codes of Practice;
<i>licence fee</i>	means the yearly amount stated in Item 5 as charged under this licence;
<i>licence period</i>	means the period from and including the <i>commencing date</i> until the <i>terminating date</i> ;

<i>Licensee</i>	means the <i>party</i> shown in Item 2, including that <i>party's</i> executors and administrators;
<i>Licensee's associates</i>	means each of the <i>Licensee's</i> officers, employees, agents, contractors, consultants and invitees;
<i>Licensee cause</i>	means: <ul style="list-style-type: none"> (a) any act, omission, neglect, default or misconduct of the <i>Licensee</i> or of the <i>Licensee's associates</i>; (b) the use or occupation of the <i>property</i> by the <i>Licensee</i> or the <i>Licensee's associates</i>; or (c) the <i>Licensee's property</i>;
<i>Licensee's contribution</i>	means those monies paid directly to the <i>Licensor</i> by the <i>Licensee</i> ;
<i>Licensee's property</i>	means all fixtures, fittings, plant, equipment, machinery, furniture and other articles on the <i>property</i> which are owned or licenced by the <i>Licensee</i> or otherwise brought onto the <i>property</i> by or on behalf of the <i>Licensee</i> ;
<i>Licensor</i>	means the party shown in Item 1;
<i>Licensor's contribution</i>	means those monies paid either directly to the <i>Licensee</i> by the <i>Licensor</i> or monies paid to a third party by the <i>Licensor</i> on the <i>Licensee's</i> behalf;
<i>Licensor's outgoings</i>	means those outgoings referred to in Item 8B in relation to the <i>property</i> , the <i>building</i> or the <i>land</i> fairly apportioned to the <i>licence</i> period;
<i>Licensor's property</i>	means the plant, equipment, fixtures, fittings, furniture, furnishings and other property in or on the <i>property</i> at the <i>commencing date</i> or from time to time supplied or made available by the <i>Licensor</i> ;
<i>loss</i>	means all loss, <i>costs</i> , damage, liability, injury or other detriment, including legal <i>costs</i> , consequential loss, special loss and economic loss;
<i>minister</i>	means the minister from time to time administering the <i>CL Act</i> ;
<i>minor maintenance</i>	means works that are generally small in quantity, size or degree, that are low in risk or danger to person or property. Examples would include but are not limited to; changing a standard light bulb (unless access to the switchboard is required), changing a tap washer, everyday cleaning, gardening, touch-up painting etc;
<i>major</i>	means any maintenance where there is a reasonable risk of

<i>maintenance</i>	danger to person or property, works that may affect other users of the facility, and works that are carried out in an adverse way which could lead to partial or full shut down of the facility whilst the repairs are being carried out. Examples would include but are not limited to; asbestos removal, painting, carpet removal/ replacement, hot works, working at heights, major cleaning or pest control with hazardous substances, any works where the electricity or water supply will be disrupted for any length of time, any works that may affect the building insurance;
<i>month</i>	means a calendar month;
<i>party</i>	means the <i>Licensor</i> or the <i>Licensee</i> as the case may be and “ <i>parties</i> ” means both of them;
<i>permitted hours</i>	means the hours referred to in Item 12;
<i>permitted use</i>	means the use referred to in Item 9;
<i>property</i>	means the <i>property</i> described in Item 3, including: <ul style="list-style-type: none"> (a) the <i>Licensor’s</i> property; (b) any authorised improvements or other alterations made to the <i>property</i> by the <i>Licensee</i>; (c) all <i>services</i> situated within the <i>property</i> or which exclusively service the <i>property</i>; and (d) anything else belonging to the <i>Licensor</i> (such as furniture) which is described in Item 3 in the schedule is included in the property;
<i>redecorate</i>	means: <ul style="list-style-type: none"> · the washing down of the whole of the interior of the <i>property</i>; · the treatment as previously treated of all internal surfaces of the <i>property</i> by painting (with not less than two coats of paint and in the colours previously approved by the <i>Licensor</i> in writing), staining, polishing or otherwise to the <i>Licensor’s</i> satisfaction; and · the replacing of all floor coverings, including but not limited to, carpet, vinyl and floor tiles which are, in the <i>Licensor’s</i> opinion, worn or damaged otherwise than by fair wear and tear;
<i>reference schedule</i>	means the reference schedule to this licence;

requirements	means requirements, notices, orders or directions of, received from or given by (as the case may be) any <i>authority</i> ;
reserve	means [INSERT];
revocation	means the revocation of the reserve under section 83, 84, 89 or 90 of the <i>CL Act</i> ;
services	means services to or of the building, the land or the property, such as water, sewerage, grease traps, drainage, trade waste, all rubbish and waste removal, gas, electricity, telephone, air conditioning, lift services, automatic doors, testing and tagging of electrical items, thermostatic mixing valves (TMV), reduced pressure zone backflow devices (RPZ) and fire services provided by any authority, the Licensor or any person authorised by the Licensor and includes all associated plant and equipment (if any) and the pipes, wires, ducting and other means of providing such services to the building, the land or the property (as the case may be);
Sub-Licensee	means a person who holds a sub-licence of any part of the Property from the Licensee in accordance with a provision of this Licence;
terminating date	means the date referred to in Item 4C;
works	includes alterations or additions to the <i>property</i> of any nature and repairs to essential <i>services</i> ; and
Work Health and Safety Act	means the <i>Work Health and Safety Act 2011</i> (NSW).

Rules of Interpretation

- 1.2 Headings are for convenience only and do not affect the interpretation of this document. The following rules of interpretation apply unless the context requires otherwise:
- 1.2.1 The singular includes the plural and conversely;
 - 1.2.2 A gender includes all genders;
 - 1.2.3 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - 1.2.4 A reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
 - 1.2.5 A reference to a clause, subclause, paragraph, schedule or annexure refers to a clause, subclause, paragraph, schedule or annexure to this document;

- 1.2.6 A reference to any *party* includes the *party's* successors and permitted assigns;
- 1.2.7 A reference to an item is a reference to an item in *reference schedule*;
- 1.2.8 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this document;
- 1.2.9 A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- 1.2.10 A reference to any authority, association, society or body shall in the event of the entity ceasing to exist or being reconstituted, renamed or replaced or its powers or functions being transferred to any other entity shall be a reference to any other entity established or constituted in its place or succeeding to similar powers or functions;
- 1.2.11 A reference to dollars or \$ is to Australian currency;
- 1.2.12 A reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- 1.2.13 A reference to a right or obligation of any two (2) or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- 1.2.14 Unless stated otherwise, one provision does not limit the effect of another;
- 1.2.15 A reference to conduct includes any omission, statement or undertaking, whether or not in writing;
- 1.2.16 "Including" (in any form) or "such as" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or items of a similar kind;
- 1.2.17 No part of this licence is to be construed against a *party* because that *party* drafted it; and
- 1.2.18 Unless this document expressly says otherwise, the *Licensee* must promptly pay for everything the *Licensee* must do under this licence.

2. Licence

- 2.1 The *Licensor* grants to the *Licensee* a licence to occupy and use the *property*.
- 2.2 Nothing in this licence creates the relationship of landlord and tenant between the parties. This licence is a privilege personal to the *Licensee* and no interest in the property is granted to the *Licensee*.
- 2.3 The Minister can revoke this licence at any time if a claim for native title to the property is proved. The *Licensee* acknowledges and agrees that the *Licensee* is not entitled to any compensation costs or damages in respect of the termination of this licence by operation of this clause.

3. Licence Period

- 3.1 This licence is for the *licence period*, unless terminated earlier pursuant to the provisions of this licence.

4. Money

Payments

- 4.1 The *Licensee* must pay to the *Licensor* or as the *Licensor* directs:
- 4.1.1 The *licence fee*;
 - 4.1.2 The portion referred to in Item 8A of the *Licensor's outgoings*;
 - 4.1.3 All costs incurred by the *Licensor* regarding the property that are as a result of the *Licensee's* negligence or misdemeanour;
 - 4.1.4 All charges for services not separately metered to or paid by the occupier of the land; including but not limited to; availability and use of water, grease trap, sewerage, electricity, gas, telephone, garbage and effluent removal services supplied to the property;
 - 4.1.5 \$182.00 for the preparation of this licence agreement, in accordance with Council's Fees and Charges;
 - 4.1.6 The *Licensor's* costs (including legal costs on a solicitor and client basis) incurred in connection with:
 - (a) Any application by the *Licensee* for the *Licensor's* consent under this licence (whether or not it is given);
 - (b) Any variation or waiver relating to this licence; and
 - (c) Any default by the *Licensee* under this licence, including costs associated with enforcing, exercising or preserving the *Licensor's* rights in relation to a default.

Interest

- 4.2 If any amount payable by the *Licensee* under this licence is or becomes outstanding, then the *Licensee* must pay interest on the amount calculated at the rate shown in Item 6 and compounded *monthly* from when the amount becomes due until it and any accrued interest are paid in full.

Direct Services and Charges

- 4.3 The *Licensee* must pay on time all charges for *services* separately metered to the *property* or assessed directly against the *Licensee*.

Payment of *Licensor's* Outgoings

- 4.4 A payment under clause 4.1.2 must be paid within 14 days after a request for payment is made by the *Licensor*.

Payment of Licence Fee

- 4.5 The *licence fee* must be paid in the manner described in Item 5.

Goods and Services Tax

- 4.6 In this licence, the expressions "**consideration**", "**GST**", "**tax invoice**" and "**taxable supply**" have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999*.
- 4.7 If the *Licensor* makes a *taxable supply* under this licence and the *consideration* for the supply does not expressly include *GST*, the *Licensee* must pay to the *Licensor* an amount equal to the *GST* payable by the *Licensor*.
- 4.8 Subject to the *Licensor* giving a *tax invoice*, the *Licensee* must pay the *GST* amount when it is liable to provide the *consideration*.
- 4.9 If the *Licensor* is entitled to a reimbursement or contribution from the *Licensee* for a cost paid or payable by the *Licensor* (excluding *GST* payable under clause 4.7) the amount that the *Licensee* must pay to the *Licensor* is the *GST* inclusive amount of that cost.

When and How is the Licence Fee to be Reviewed?

Not Applicable.

CPI Review

Not Applicable.

Licensee Contribution

- 4.10 The *Licensee* must pay to the *Licensor* or as the *Licensor* directs the yearly contribution stated in Item 8C in the schedule towards the *Licensee's* payment of the following services supplied to the property:
- 4.10.1 Listed in Schedule 1 – Maintenance Schedule;
 - 4.10.2 Sanitary and garbage removal services;
 - 4.10.3 Security and alarm monitoring and surveillance;
 - 4.10.4 Cleaning costs of common and public areas;
 - 4.10.5 Water use and availability;
 - 4.10.6 Electricity to run airconditioning plant;
 - 4.10.7 Pest control; and
 - 4.10.8 Grounds maintenance.

- 4.11 The yearly contribution is to be paid in advance and within one month of receipt of an invoice.

How is the Contribution Stated in Item 8C of the Schedule Reviewed?

- 4.12 The yearly contribution is to be reviewed on each anniversary date of the licence in accordance with variations in the Consumer Price Index (CPI) as follows:
- Take the yearly contribution as at the last review date or, if none, the contribution at the commencement date (\$A);
 - Multiply (\$A) by the increase in the CPI for the previous 12 months;
 - Add the result to \$A.

The new yearly contribution beginning on the review date is (\$B), written as a formula is:

$$\$B = (\$A \times \text{CPI}) + \$A$$

- 4.13 The *Licensor* reserves the right to vary the annual contribution in its absolute discretion.

5. Use

General

- 5.1 The *Licensee* must:
- 5.1.1 Conduct the *permitted use* in an orderly and proper manner;
 - 5.1.2 Use the property for the purpose stated in Item 9 in the schedule and not for any other purpose;
 - 5.1.3 Prior to using the *property* for the *permitted use*, obtain all consents, permits, registrations and approvals required by law, including but not limited to food licence, liquor licence, public performance licence, to use the *property* for that use and always:
 - (a) Keep all such consents, permits, registrations and approvals current; and
 - (b) Comply with the conditions of all such consents, permits, registrations and approvals;
 - 5.1.4 Comply with all *laws and requirements*, in connection with the *property*, the *Licensee's property*, the *permitted use* and the *Licensee's* use and occupation of the *property* including all *laws and requirements* relating to work health and safety, fire and public health;
 - 5.1.5 Ensure that the *property* is kept locked and otherwise secure at all times it is not being used by the *Licensee*;
 - 5.1.6 Permit other persons and organisations access to the property when the property is not required for immediate use by the *Licensee*. The *Licensee*

may charge a reasonable fee to cover the costs of use by other persons and organisations. In the event that this fee cannot be agreed upon by both parties, the *Licensor* reserves the right to set the fees and conditions;

- 5.1.7 The *Licensee* must allow [INSERT Required if there is a sub-licence] to use that part of the property shown by the hatched area on the Schedule 3 plan on payment of fees and subject to the conditions of hire current at the time;
- 5.1.8 If the property has facilities and services shared in common with other persons in the same building as the *Licensee*, the *Licensee* shares those common facilities with the *Licensor* and other *Licensee*'s of the *Licensor*. The *Licensor* can set reasonable rules for sharing those common facilities;
- 5.1.9 Apply any fees collected from hall/room hire to meeting the cost of complying with the conditions of this licence. Any physical assets purchased utilising these fees must have the prior approval of the *Licensor*. Fees collected from hall/room hire are not to be utilised for the delivery of services stated as the permitted use under Item 9;
- 5.1.10 Control the property according to the procedures for management of community facilities developed from time to time by the *Licensor* and notified by the *Licensor* to the *Licensee*;
- 5.1.11 Attend training related to community facilities management as required by the *Licensor* from time to time;
- 5.1.12 Comply with any policy adopted by Wollongong City Council from time to time in relation to community facilities and notified by the *Licensor* to the *Licensee*; and
- 5.1.13 Provide programs and activities consistent with the community vision, goals and objectives outlined in Wollongong City Council's Community Strategic Plan.
- 5.1.14 Book and pay, as per the current Fee Schedule, for the use of all community rooms through the *Sub Licensor* in advance and comply with the *Sub Licensor*'s Conditions of Use as developed from time to time by the *Sub Licensor* and notified by the *Sub Licensor* to the *Sub Licensee*. [INSERT Required if a sub-licence]
- 5.1.15 Comply with the [INSERT Centre name] Operational Agreement and Service Level Agreement attached to this *Licence Agreement* (refer to Annexure 'B' and Annexure 'C' respectively. [INSERT if required]. Comply with the Memorandum of Understanding attached to this *Licence Agreement* (refer to Annexure 'A').

Prohibitions

5.2 The *Licensee* must not:

- 5.2.1 Use the *property* for any use other than the *permitted use*;
- 5.2.2 Use or occupy the *property* outside of the *permitted hours*;

- 5.2.3 Do anything that might invalidate any insurance policy covering the *property*, the *land* or the *building* or that might increase the premium or entitle an insurer to decline a claim;
- 5.2.4 Use the *property* as a residence or for any dangerous, noxious, offensive or illegal or immoral business, occupation or practice;
- 5.2.5 The *Licensee* shall not keep or allow to be used any substance classified as a hazardous substance or dangerous good including but not limited to pesticides, weedicides and cleaning products, on the *property* without prior consent of the *Licensor*, which consent shall not be unreasonably withheld;
- 5.2.6 Do anything on the *property* which causes or may cause annoyance, nuisance, grievance, damage or disturbance to the *Licensor* or the owner or occupier of any neighbouring property;
- 5.2.7 Hold any sale of merchandise (without the consent of the *Licensor*), auction, bankrupt or fire sale on the *property*;
- 5.2.8 Overload the floors or walls of the *property*;
- 5.2.9 Do anything to overload or interfere with the *services* nor use them for anything other than the purposes for which they were designed;
- 5.2.10 Deface or mark or drive any nails, screws or hooks into any part of the *property* without first obtaining the *Licensor's* consent;
- 5.2.11 Erect any structure without the consent of the *Licensor*;
- 5.2.12 Replace any locks on any gate or door, install carpet or window coverings or a security system or dispose of any of the *Licensor's* property including furnishings, fittings and fixtures, whether supplied by the *Licensor* or purchased by the *Licensee* utilising fees collected from room/hall hire, without the written consent of the *Licensor*, any disposal of *Licensor* assets will be at the *Licensee's* cost;
- 5.2.13 Burn any rubbish or waste on the *property*;
- 5.2.14 Keep any animals on the *property* or in the *building*;
- 5.2.15 Use sound producing equipment on the *property* at a volume which may be heard at the nearest residential boundary;
- 5.2.16 Permit smoking on the *property* or in the *building* except in areas so designated;
- 5.2.17 Install any Telecommunication equipment on the *property* without prior written consent of the *Licensor* (and the *Minister*) which can be refused in its absolute discretion. The *Licensor* may require that the *Licensee* enter into a separate agreement with the *Licensee* which will include the payment of a rental fee to the *Licensor*;
- 5.2.18 Allow the sale of alcohol to be consumed on the *property* without first obtaining a liquor licence and/or development approval allowing these activities. The *Licensee* must comply with relevant laws regarding the responsible service of alcohol; and

- 5.2.19 Do anything to impinge on the good reputation of the *Licensor*, register domain names, establish social media sites that would be considered of value to the *Licensor* or present false information about the *Licensee's* use/rights in relation to *Licensor's* properties/services or funding.

No Warranty as to Suitability

- 5.3 The *Licensee* takes the property in the condition in which it stands at the commencement of this licence and should make a thorough inspection of the property before entering into occupation.
- 5.4 The *Licensor* provides no warranty, promise or undertaking with respect to:
- 5.4.1 The suitability or adequacy of the *property* for any purpose; or
- 5.4.2 The use to which the *property* may be put.

Signage

- 5.5 The *Licensee* must not erect or display any permanent sign, advertisement, notice or anything similar ("**sign**") on the outside of the *property* or anywhere that can be seen from the outside of the *property*, or change any *sign*, without first obtaining the *Licensor's* consent. Any *signs* must be cleaned and maintained by and at the expense of the *Licensee*. Temporary signs such as A frames or banners may be displayed that pose no risk of any kind to person, property or reputation.

6. Licensee's Additional Obligations

Cleaning and Hygiene

- 6.1 The *Licensee* must at their own cost:
- 6.1.1 Keep the *property* and everything on the *property* clean and tidy and free from pests, insects and vermin and comply with the *Licensor's* directions in relation to refuse removal and recycling;
- 6.1.2 Use cleaning products that are environmentally friendly, and seek prior consent from the *Licensor* to store or use on the property any cleaning product classified as a hazardous substance or dangerous good;
- 6.1.3 Store and dispose of all refuse and rubbish in proper receptacles and not allow the accumulation of useless property or rubbish on the *property*;
- 6.1.4 Ensure that all filters, flues and range hoods above cooking areas, ovens, fridges, freezers and other appliances are cleaned of all grime, grease and oil on a fortnightly basis and [INSERT Required if a sub-licence] Sub Licensee appliances, fridges, freezers and air conditioning are cleaned and maintenance servicing is undertaken by a licensed contractor on a six monthly basis with maintenance reports supplied to the *Sub Licensor* immediately subsequent to work being undertaken;
- 6.1.5 Arrange the appropriate sanitary/nappy removal and the removal of all rubbish from the building.

Plastic Free Policy

- 6.2 The *Licensee* must refrain from allowing single use plastic/foam bags, balloons, straws, plates, bowls, cups, cutlery and alike onto the *property* and will introduce a plastic free policy during the term of this *licence period*.

Reporting to *Licensor*

- 6.3 The *Licensee* must at their own cost deliver to the *Licensor*:
- 6.3.1 A copy of the AGM minutes, annual report and audited income and expenditure statements for all activities of the *Licensee* with an account solely utilised for hall income and expenditure, of the *Licensee* within one month after the annual general meeting of the *Licensee*;
 - 6.3.2 A property inspection and risk management reports in the form and at the times notified by the *Licensor* to the *Licensee*;
 - 6.3.3 Statistics concerning the use of the property and any other information in relation to the property in the form and at the times as notified by the *Licensor* to the *Licensee*; and
 - 6.3.4 Before the 30 May each year, a schedule of the fees to be charged and conditions to be imposed for the use of the property by other persons and organisations during the year commencing on the following 1 July for approval by the *Licensor*;
 - 6.3.5 Immediately upon acquisition, details and cost of any physical items, furniture or equipment that have been purchased (with approval) utilising fees collected from hall/room hire for the operation of the property and require addition to the Centre's asset register; and

Risk Management

- 6.4 The *Licensee* must:
- 6.4.1 By the commencement of this *licence* and in the frequency required by the *Licensor*, arrange for all electrical fixtures, fittings, plant, equipment, machinery and appliances brought onto the *property* by the *Licensee* to be tagged and tested in accordance with all relevant *laws* and *requirements*;
 - 6.4.2 Ensure that any fridges or freezers on the property are fitted with a thermostat and a procedure is in place to regularly inspect, monitor and record the temperature to ensure that it is within appropriate operating temperature and remedial action is taken if required and ensure a thermostat testing/calibration program is in place as required by the NSW Food Authority;
 - 6.4.3 Ensure that any deep fryer on the *property* is fitted with a failsafe temperature control device (in addition to a thermostat) which shuts off the heat source of the deep fryer if its temperature rises to a level that is unsafe in the circumstances;

- 6.4.4 Ensure all food is stored in labelled, including expiry date, sealed containers as required by the Food Safety Standards and Requirements;
 - 6.4.5 Inform the *Licensor* immediately of:
 - (a) Damage to the *property*, the *land* or the *building* and any faults or defects in the *services*; and
 - (b) Any circumstance likely to give rise to or occasion such damage, defects or faults or the risk of personal injury or death;
 - 6.4.6 Inform the *Licensor* of any notices or orders received from any *authorities* as soon as they are received by the *Licensee*;
 - 6.4.7 Conduct and record regular, at a minimum, quarterly site safety and building inspections ensuring any issues are addressed appropriately required under the WHS Act;
 - 6.4.8 Induct all persons – contractors, staff, hirers, volunteers and visitors to the facility as required under the WHS Act;
 - 6.4.9 Have risk assessments, work instructions, safe work method statements and site safety plans (including evacuation procedures with fire drills) and food safety program for all tasks undertaken by any persons as required under the WHS Act and the Food Safety Regulations;
 - 6.4.10 Ensure workers have permits for works including but not limited to working at heights, working in confined spaces, and hot works;
 - 6.4.11 Ensure all staff, volunteers are appropriately trained including fire warden training, a safety representative or committee is in place and a WH&S consultation and communication strategy is in place;
 - 6.4.12 Ensure hazardous substances and dangerous goods, kept or used on the property with the prior consent of the *Licensor*, are labelled, stored and used in accordance with the 'in date' SDS and are recorded in the Centre's Substance register;
 - 6.4.13 Ensure spill kits and biohazard kits, along with needle syringe containers and first aid kits, are available;
 - 6.4.14 Be responsible for any security monitoring, patrols or call outs and have procedures in place relating to safety and security;
 - 6.4.15 Report immediately any loss of keys and pay for the replacement of keys and/or locks as approved by the *Licensor*;
 - 6.4.16 Comply with the NSW Food Standards and Requirements; and
 - 6.4.17 Comply with the *Work Health and Safety Act 2011 (NSW)*.
- 6.5 Principal Contractor Obligations;
- 6.5.1 Definitions;
For the purposes of this clause:

- (a) *Licensee's Contractor* means any contractor engaged by the *Licensee* to undertake the work;
- (b) *Start Date* means the date of commencement of the work;
- (c) *WHS Principal Contractor* means the person deemed to be the principal contractor in accordance with clause 293 of the WHS Regulation;
- (d) *WHS Regulation* means the Work Health and Safety Regulation 2011 (NSW) and includes amendments, re-enactments and replacements of it; and
- (e) *Work* means any construction work to which Chapter 6 of the WHS regulation applies and which is commissioned by or on behalf of the *Licensee*, and for the avoidance of doubt whether or not directed or approved by the *Licensor* or in accordance with this licence, or another Tenancy Document.

6.5.2 Principal Contractor;

- (a) Where any work is to be undertaken under, or in connection with, the Property during the term of this Agreement, the *Licensee* acknowledges that, subject to other provisions of this Agreement, in accordance with clause 293 of the WHS Regulations it is the WHS Principal Contractor; and
- (b) The *Licensee* may authorise the *Licensee's Contractor* to have management and control of the workplace where the work will occur and to discharge the duties of the principal contractor under the WHS Regulation.

6.5.3 Acknowledgement by *Licensee*;

The *Licensee* acknowledges that, where it is the WHS Principal contractor for the work, it must discharge all responsibilities as the WHS Principal Contractor for the work done, performed or commenced until the expiry or termination of this Agreement.

6.5.4 Obligation to comply not limited;

The *Licensee's* compliance with the WHS Regulation in performing its obligations under this clause 6.5 is in addition to, not in substitution for, the *Licensee's* obligation to comply with any other Laws and Requirements.

6.5.5 Signage;

The *Licensee* must ensure that when any work is carried out, signs that are clearly visible from outside the premises are placed on the improvements:

- (a) identifying the *Licensee* or the *Licensee's Contractor* (as the case may be) as the WHS Principal Contractor;

- (b) stating the contact telephone numbers including an after hours number of the *Licensee* or the *Licensee's Contractor* (as the case may be); and
 - (c) showing the location of any site office.
- 6.5.6 Assistance of *Licensor*;
- The *Licensee* must do all things to assist the *Licensor* in discharging any obligations that the *Licensor* may have under the WHS Regulation in respect of the Property.
- 6.5.7 Compliance with directions;
- The *Licensee* must immediately comply with directions on safety issued by any relevant Authority or by the *Licensor*.
- 6.5.8 Indemnity;
- The *Licensee* will, on and from the earliest of the date of this Agreement, the start date or the date the *Licensee* is given access to the Property, to the extent permitted by law, indemnify the *Licensor* against all claims and costs arising from or incurred in connection with a breach by the *Licensee* of this clause or of the obligations applicable to the WHS Principal Contractor under the WHS regulation.

7. Condition and Repairs

General

- 7.1 The *Licensee* must maintain the *property* and the *Licensee's property* in a good and substantial state of condition and repair to the satisfaction of the *Licensor* and to the standard required to satisfy all *laws and requirements including heritage laws and requirements*.
- 7.2 The *Licensee* must maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition. The *Licensee* is responsible for those items as indicated in Schedule 1 to this licence "**Maintenance Schedule**". All major works undertaken must be carried out by a BNG registered approved Wollongong City Council licensed contractor. Minor works, such as cleaning, gardening, minor plumbing and major works must be carried out in accordance with a relevant Australian Standard, or, if a relevant Australian Standard does not exist, to the highest quality of workmanship as approved by the *Licensor*.
- 7.3 The *Licensee* must promptly inform the *Licensor* of any damage, faults or maintenance requirements in regard to the property licensed.
- 7.4 Without limiting the *Licensee's* obligations under clause 7.1, the *Licensee* must also at their own cost:
- 7.4.1 Repair fair wear and tear;
 - 7.4.2 Maintain and repair all *services* as per maintenance schedule;

- 7.4.3 Promptly repair or replace all broken, cracked or damaged glass and signs on the *property*;
- 7.4.4 Keep and maintain the doors, locks, window shutters and window fittings of the *property* in good and efficient working order and condition;
- 7.4.5 Promptly replace all broken or faulty light bulbs, tubes and all associated fittings on the *property*;
- 7.4.6 Promptly make good any damage to the *property* caused or contributed to by a *Licensee cause*;
- 7.4.7 If requested by the *Licensor*, promptly make good damage to the *building* or the *land* caused or contributed to by a *Licensee cause*;
- 7.4.8 Maintain children’s play equipment to Australian Standards; and
- 7.4.9 Regularly maintain any landscaped or grassed portions of the property in accordance with the maintenance specification constituting Schedule 1 to this licence (“**maintenance specification**”).

Works Required by an Authority

- 7.5 If an *authority* requires *works* to be done on the *property* and it is structural work then the *Licensor* must carry out the *works* to the satisfaction of the *authority* and otherwise in accordance with the provisions of this licence, unless it is required only because of the way the *Licensee* uses the property.

Alterations

- 7.6 Except as provided for under this licence, the *Licensee* must not carry out any alterations or repairs to the property without first obtaining the *Licensor’s* and the ministers consent in writing to those alterations or repairs.
- 7.7 When seeking the consent stipulated in 7.6 the *Licensee* must provide:
 - 7.7.1 Plans and specifications in relation to the proposed *works* prepared by a suitably qualified consultant;
 - 7.7.2 Details of all materials and BNG registered approved Wollongong City Council licensed contractors to be used in carrying out the *works*;
 - 7.7.3 Details of the days and times when the *Licensee* proposes to carry out the works; and
 - 7.7.4 All other requirements as stipulated in the Community Facilities Management Committees Procedures Manual.

Execution of Works

- 7.8 Unless the *Licensor* agrees otherwise, any *works* which the *Licensee* carries out under this licence must be carried out:
 - 7.8.1 In accordance with:
 - (a) Plans and specifications approved by the *Licensor*;

- (b) Any conditions imposed by the *Licensor* when giving approval in relation to such *works*;
 - (c) The *Licensor's* reasonable requirements and directions; and
 - (d) All *laws* and *requirements*;
- 7.8.2 In a proper and workmanlike manner;
 - 7.8.3 Safely and so as to protect persons, the *property*, the *building* and the *land*;
 - 7.8.4 So as to keep the *property*, the *building* and the *land* clean and tidy and free of refuse;
 - 7.8.5 Without disturbing others; and
 - 7.8.6 The *Licensee* must pay all costs of the alterations including consultant fees, any ongoing maintenance and operational costs and costs to make good at the termination of this licence if required by the *Licensor*.

Redecoration

- 7.9 The *Licensee* must *redecorate* the *property* to the satisfaction of the *Licensor* at the times specified in Item 13. [Remove where not a Child Care Centre]

Maintenance Schedule

- 7.10 The Schedule of Maintenance Responsibility comprising Schedule 1 to this licence ("***maintenance schedule***"), where completed, qualifies or expands the obligations of the *Licensee* under this licence. Where possible, the *maintenance schedule* and the other provisions of this licence must be interpreted so that both the *maintenance schedule* and the other provisions have effect in accordance with their terms. The other provisions of this licence override the *maintenance schedule* to the extent of any incompleteness or inconsistency.
- 7.11 Where the responsibility for an item in the *maintenance schedule* is attributed to the *Licensee*, the *Licensee* must undertake the relevant repairs, maintenance and tasks:
 - 7.11.1 Regularly;
 - 7.11.2 To the *Licensor's* satisfaction;
 - 7.11.3 In accordance with the provisions of this licence;
 - 7.11.4 To the standard necessary to comply with all *laws* and *requirements*;
 - 7.11.5 At the *Licensees* cost; and
 - 7.11.6 After communication and co-operation with other *Licensees* or occupants within the property.
- 7.12 Where the responsibility for an item in the *maintenance schedule* is attributed to the *Licensor* the *Licensee* shall not be responsible for undertaking the relevant repairs, maintenance or tasks unless they are required as a result in whole or in part of a *Licensee* cause; in this case the *Licensor* may invoice the *Licensee* to recover all

costs associated with this work and the *Licensee* must pay the *Licensor* the invoiced amount within 14 days of the invoice date.

- 7.13 If the *Licensee* fails to do any work that the *Licensee* must do or does work to a poor standard in the opinion of the *Licensor* acting reasonably, the *Licensor* can give the *Licensee* a notice in writing stating what the *Licensee* has failed to do. After the notice is given the *Licensee* must:
- 7.13.1 Do the work immediately if there is an emergency;
 - 7.13.2 Do the work promptly and diligently in any other case; and
 - 7.13.3 If the *Licensee* does not do the work, the *Licensor* can do it and the *Licensee* must reimburse the *Licensor* for the cost of the work.

Licensor's Repair Obligations

- 7.14 If this licence requires the *Licensor* to carry out maintenance or repairs to the *building* or the *property*, this clause 7.14 shall apply. If the *Licensor* considers that the likely cost of any repairs would be disproportionate to:
- 7.14.1 The *licence* fee and other benefits provided by the *Licensee* under this licence;
 - 7.14.2 The age and overall state of condition and repair of the *property* or the *building*;
 - 7.14.3 The *Licensor* does not have to carry out the relevant *repairs or replace the building*. To the extent of any inconsistency between this clause 7.14 and the other provisions of this licence, this clause 7.14 shall prevail; or
 - 7.14.4 If the circumstances in 7.14 arise the *Licensor* is under no obligation to relocate the *Licensee* to another property.

8. Insurance and Damage

Insurance Policies

- 8.1 The *Licensee* must keep current the following insurance policies, as shown in schedule 1, with a reputable insurer, authorised to carry on business in Australia approved by the *Licensor*:
- 8.1.1 Public and products liability insurance with a limit of liability (for each accident or event) not less than the amount stated in Item 10 or such other amount as the *Licensor* may nominate from time to time;
 - 8.1.2 Insurance covering damage to or destruction of all glass on the *property* (including plate glass) for its full replacement value;
 - 8.1.3 Insurance covering damage to, or loss or destruction of the *Licensee's property* and the *Licensor's property* from all insurable risks for their full replacement value;
 - 8.1.4 Workers compensation and/or Volunteers insurance;
 - 8.1.5 Business interruption; and

- 8.1.6 Other insurances required by law or which the *Licensor* reasonably requires for at least the amounts the *Licensor* reasonably requires for all the activities undertaken.

Council and Minister's Interest to be Noted on Insurances

- 8.2 The policies referred to in clause 8.1 must:
- 8.2.1 Unless the *Licensor* agrees otherwise, note the *parties* respective interests;
- 8.2.2 Contain a clause providing that each insured person will be treated as if each has a separate policy and the acts of one will not affect the rights of another; and
- 8.2.3 Where the licensed property is Crown land the policies must note the interest of the *Licensor* as *trustee* and the *minister* as owner of the property and must cover the *Licensor* the *minister* and the *Licensee* and their employees, agents and invitees.

General

- 8.3 The *Licensee* must:
- 8.3.1 Not terminate the policies without giving the *Licensor* at least 14 days' previous notice;
- 8.3.2 Allow the *Licensor* to maintain the policies if the *Licensee* fails to do so;
- 8.3.3 Give the *Licensor* a copy of each notice given to the *Licensee* by an insurer;
- 8.3.4 Notify the *Licensor* of each and every incident that may give rise to an insurance claim; and
- 8.3.5 Give evidence to the *Licensor* of the maintenance of each policy on each anniversary of the *commencing date* and at any other time when requested by the *Licensor*.
- 8.4 If the *Licensor* pays any insurance premium which the *Licensee* has failed to pay the *Licensor* can recover the amount of the premium from the *Licensee* as a debt due and payable on demand.

Indemnities

- 8.5 The *Licensee* is liable for and indemnifies the *Licensor* and *minister* (where applicable) against all *losses* and *claims* arising from or in connection with:
- 8.5.1 Anything (including damage, *loss*, injury and death) caused or contributed to by a *Licensee* cause;
- 8.5.2 The *Licensor* doing anything which the *Licensee* must do under this licence but which the *Licensee* has not done or which the *Licensor* considers the *Licensee* has not done properly;
- 8.5.3 The use of the *property* by the *Licensee* or the *Licensee's* associates; and

- 8.5.4 Except to the extent that any loss or claim is caused by the negligence or wilful default of the *Licensor* or any person lawfully claiming through the *Licensor*.

Releases

- 8.6 The *Licensee* releases the *Licensor* and the *minister* from all *losses* and *claims* arising from or incurred in connection with:
- 8.6.1 The *Licensor* doing anything the *Licensor* is permitted or obliged to do under this licence;
- 8.6.2 Any of the *services* not being available, disconnected, malfunctioning, interrupted or broken down;
- 8.6.3 The overflow or leakage of water or any other liquid or gaseous substance into the *property*; and
- 8.6.4 Except to the extent that any *loss* or *claim* is caused by the negligence or wilful default of the *Licensor* or any person lawfully claiming through the *Licensor*.

Damage or Destruction

- 8.7 If the *building* or *property* is damaged so that the *property* is wholly or partly unusable or inaccessible:
- 8.7.1 The *Licensee* is not liable to pay the fee, or any amount payable to the *Licensor* in respect of outgoings or other charges, that is attributable to any period during which the property cannot be used under this licence or is inaccessible due to that damage;
- 8.7.2 If the property is still useable under this licence but its useability under this licence is diminished due to the damage, the *Licensee's* liability for the fee and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
- 8.7.3 If the *Licensor* notifies the *Licensee* in writing that the *Licensor* considers that the damage is such as to make its repair impracticable or undesirable, the *Licensor* or the *Licensee* can terminate this licence by giving not less than seven days' notice in writing of termination to the other and no compensation is payable in respect of that termination;
- 8.7.4 If the *Licensor* fails to repair the damage within a reasonable time after the *Licensee* requests the *Licensor* to do so the *Licensee* can terminate this licence by giving not less than seven days' notice in writing of termination to the *Licensor*; and
- 8.7.5 Clause 8.7 affects any right of the *Licensor* to recover damages from the *Licensee* in respect of any damage or destruction to which the clause applies.
- 8.8 The *Licensee* must release and indemnify the *Licensor* and the *minister* to the full extent permitted by the law from and against all liability in respect of damage to or

loss of property, death or personal injury sustained in or in connection with the property except liability arising out of the negligence of the *Licensor* or their employees or agents.

- 8.9 The *Licensor and the minister are/is* not liable for any injury or damage arising from the overflow or leaking of water supply or rainwater into the property or arising from any defects in the gas, electricity, water or sewerage connections or any fittings or appliances used in conjunction with those connections.

9. *Licensor's Rights and Obligations*

No Exclusive Possession

- 9.1 The legal right to possession and control of the *property* remains vested in the *Licensor* throughout the *licence period* and *Licensor* may at all times exercise that right and all powers incidental to it provided that it:
- 9.1.1 Gives to the *Licensee* reasonable notice at least fourteen (14) days written notice for access (except in an emergency, routine or statutory maintenance) of any intended exercise which is likely to interfere with the *Licensee's* use of the *property* pursuant to this licence; and
- 9.1.2 Uses reasonable endeavours to minimise any interference with the *Licensee's* use of the *property* pursuant to this licence.
- 9.2 The *Licensor* must promptly make good any damage caused to the property and to any of the *Licensee's* belongings which results from exercising these rights.

The *Licensor* May Rectify

- 9.3 After giving the *Licensee* reasonable notice of what is to be done the *Licensor* may do at the *Licensee's* cost anything which the *Licensee* should have done under this licence but which the *Licensee* has not done or the *Licensor* considers the *Licensee* has not done properly.

Use of the Property by Others

- 9.4 Without limiting clause 9.1, the *Licensor* may permit others to use the whole or any part of the *property*.
- 9.4.1 During the *permitted hours* that the *property* (or the relevant part of the *property*) is not, in the *Licensor's* opinion, normally used or required for use by the *Licensee*.
- 9.5 The *Licensee* releases the *Licensor* from and agrees that the *Licensor* will not be liable for any *claims* and *losses* in connection with the *Licensor* exercising its rights under clause 9.4.
- 9.6 The *Licensee* must keep full and accurate records in relation to the days and times during the *permitted hours* that the *property* is normally used by the *Licensee*. The *Licensee* must, within seven (7) days after written request by the *Licensor*, provide the *Licensor* with copies of such records.

Rules

- 9.7 The *Licensor* may make or vary rules which are consistent with this licence in connection with the operation, use, safety, management and occupation of the *building* and the *land* (including the *common areas*). The *Licensor* must give the *Licensee* notice about the rules made or varied by the *Licensor*.
- 9.8 The *Licensee* must comply, and ensure that the *Licensee's associates* comply, with any rules made under clause 9.7.

Services

- 9.9 The *Licensee* may not claim compensation or damages, terminate this licence or stop or reduce payments under this licence:
- 9.9.1 Because a *service* is not available, is interrupted or fails or any part of the *Licensor's property* breaks down; or
- 9.9.2 If, due to the need to repair, maintain or replace *services*, or because of the operation of any *laws* or *requirements*, the *Licensor* is compelled to shut off or remove any services.

10. Assignment and Sub-letting

- 10.1 Other than as provided in clause 5.1.6 of this licence the Licensee may not sublet, assign this Licence or part with possession of the Property or any part of the Property;
- 10.2 Any agreement made pursuant to clause 5.1.6 will be in the form of a sub-licence approved and or provided by WCC and subject to the terms of the WCC Policy for the "Allocation of a Community Facilities to Community Groups" as amended and updated from time to time and attached to this licence at Annexure "A"; and
- 10.3 The Licensee is to pay the Licensor's reasonable legal and other costs relating to considering and giving consent, including any costs which the landlord incurs in making inquiries as to the respectability, solvency, responsibility, stature, experience and capability of any proposed subtenant or assignee or the person to whom possession is to be transferred.

11. Expiry or Termination

When Does This Licence End?

- 11.1 This licence ends:
- 11.1.1 On the date stated in Item 4C in reference schedule;
- 11.1.2 If the *Licensor* lawfully enters and takes possession of any part of the property;
- 11.1.3 If the *Licensor* lawfully demands possession of the property;

- 11.1.4 If the *Licensor* agrees in writing to a request in writing from the *Licensee* to be released from the licence;
- 11.1.5 If the *Licensee* ceases to operate as an incorporated association;
- 11.1.6 If either party gives the other party six (6) months written notice of intention to end the Licence; or
- 11.1.7 Where applicable by virtue of revocation of the reserve under Section 109 of the CL Act.

What the *Licensee* Must Do When This Licence Ends

- 11.2 On the earlier of the *terminating date* and the date that this licence is terminated, the *Licensee* must:
 - 11.2.1 Vacate the *property*;
 - 11.2.2 Subject to clause 11.3, leave the *property* in the state of condition and repair in which it must be maintained under this licence;
 - 11.2.3 Pay any unpaid licence fee or contribution to the *Licensor*, any licence fee or contribution already paid by the *Licensee* to the *Licensor* will not be refunded;
 - 11.2.4 Pay to the Council any unexpended fees collected under clause 5.1.6;
 - 11.2.5 Refund to hirers any bonds held; and
 - 11.2.6 Ensure that all outgoings in relation to the property are paid.
- 11.3 Before vacating the *property*, unless otherwise required by the *Licensor*, the *Licensee* must:
 - 11.3.1 Remove from the *property* all of the *Licensee's property* required by the *Licensor* to be removed;
 - 11.3.2 Repair any damage caused by the removal of the *Licensee's property*;
 - 11.3.3 *Redecorate* the *property* and remove all rubbish, waste and materials;
 - 11.3.4 Reinststate the *services* benefiting the *property* to their positions and locations at the *commencing date* (or the commencement of the period of the initial licence if this licence is a renewal under an option);
 - 11.3.5 Provide all operating procedures and manuals, registers including but not limited to key, security, substance and maintenance records;
 - 11.3.6 Continue to take bookings for hire activities until the termination date including future bookings to be held after the termination date. Provide full details of all bonds for existing bookings that have been refunded, all bookings held for both rooms and performers for events to be held after the licence termination date including contact details, deposits paid, nature and duration of bookings, dates and times of bookings and anything else relevant to the booking including signed copies of all Conditions of Hire Agreements; and

- 11.3.7 Provide full details of any agreements or contracts, including but not limited to liquor licences, food licences, utility contracts, waste and security agreements and agreements with contractors (collectively called 'Contracts') and if required by the *Licensor* the facilitation of the delegation of the rights and responsibilities under those Contracts to Council.
- 11.4 Unless the *Licensor* gives the *Licensee* a notice to the contrary the *Licensee* must not remove the *Licensee's property* which:
- 11.4.1 As a condition of giving consent to works the *Licensor* has said cannot be removed; or
- 11.4.2 Is part of structural works the *Licensee* has done to the *property*.
- 11.5 If the *Licensee* fails to comply with its obligations under clause 11.1, 11.2, 11.3 or 11.4 within seven (7) days after written request from the *Licensor* to do so, then:
- 11.5.1 The *Licensor* may do anything which the *Licensee* has failed to do;
- 11.5.2 In relation to any *Licensee's property* left on the *property*, the *Licensor* may do either or both of the following:
- (a) Remove and store the *Licensee's property* in the manner determined by the *Licensor*;
- (b) Treat the *Licensee's property* as abandoned and deal with it in the manner determined by the *Licensor*. If the *Licensor* sells the *Licensee's property* the *Licensor* does not have to account to the *Licensee* for the proceeds and may apply them as the *Licensor* sees fit; and
- 11.5.3 The *Licensee* must pay to the *Licensor* on demand all costs incurred by the *Licensor* under this clause 11.5.
- 11.6 The *Licensee* must, on the day that the *Licensee* vacates the *property*, give the *Licensor* the keys, access cards and similar devices for the *property* and the *building* held by the *Licensee* and any person the *Licensee* has given them to.

12. Default

Essential Terms

- 12.1 Each obligation of the *Licensee* to pay money and to provide security to the *Licensor* under this licence and the *Licensee's* obligations under clauses 4, 5, 6, 7 and 8 are essential terms of this licence.
- 12.2 Other obligations under this licence may also be essential.

Events of Default

- 12.3 The *Licensee* will be in default under this licence if:
- 12.3.1 The *Licensee* does not comply with an essential term of this licence;

- 12.3.2 The *Licensee* does not comply with an obligation under this licence which is not an essential term within 14 days after written request from the *Licensor* to do so;
- 12.3.3 An *insolvency event* occurs in respect of the *Licensee* or a *guarantor*;
- 12.3.4 The *Licensee* ceases to be an incorporated association; or
- 12.3.5 The *Licensee* repudiates its obligations under this licence.

Licensor's Remedies

- 12.4 If the *Licensee* is in default under this licence, the *Licensor* may (without prejudice to any other rights of the *Licensor*):
 - 12.4.1 Terminate this licence by written notice to the *Licensee* and this licence shall be terminated from the date of the notice; or
 - 12.4.2 Terminate this licence without prior notice, by re-entering and taking possession of the *property* and ejecting the *Licensee* and any other person in the *property*.

Licensor's Remedies after Termination

- 12.5 If the *Licensor* terminates this licence under clause 12.4, without limiting its other rights against the *Licensee*, the *Licensor* may recover from the *Licensee*:
 - 12.5.1 All arrears of money payable by the *Licensee* and any interest on that money calculated in each case from the date that the money was due and payable;
 - 12.5.2 Damages from the *Licensee* for the *losses* suffered by the *Licensor* for the *licence period* including the aggregate of the *licence fees* and other money payable by the *Licensee* for the unexpired residue of the *licence period*;
 - 12.5.3 All *costs* incurred by the *Licensor* in rectifying any breaches by the *Licensee* of this licence;
 - 12.5.4 All *costs* incurred by the *Licensor* in recovering any money or enforcing any security; and
 - 12.5.5 All legal *costs* incurred by the *Licensor* as well as all *costs* incurred by the *Licensor* in making good the *property* in accordance with clause 11.5.
 - 12.5.6 An amount equivalent to the balance of any *Licensor contribution* paid to the *Licensee* if the termination occurs part way through the *licence period*.
- 12.6 The *Licensor's* rights and entitlements under this clause 12.5:
 - 12.6.1 Do not restrict or prevent the *Licensor* from recovering loss or damage from the *Licensee* or from any security provided by or on behalf of the *Licensee* or from exercising any other right or remedy which the *Licensor* has or may acquire;
 - 12.6.2 Are not adversely affected by any of the following:
 - (a) If the *Licensor* accepts moneys from the *Licensee* whether paid by the *Licensee* or any other person;

- (b) Any postponement, non-exercise or alteration of any right or remedy available to the *Licensor*;
- (c) If the *Licensor* re-enters the *property* or otherwise terminates this licence;
- (d) Any alteration to this licence agreed in writing by the *Licensor*, or
- (e) The *Licensor* granting the *Licensee* any concession, indulgence, forbearance or extension of time.

13. Holding Over

Occupation after the Terminating Date

- 13.1 If the *Licensee* continues to occupy the *property* after the *terminating date* with the *Licensor's* approval, it does so under a *monthly* licence:
 - 13.1.1 Which either *party* may terminate on one *month's* notice ending on any day; and
 - 13.1.2 At the current rental fee paid by the *Licensee* at the date of termination.
- 13.2 Subject to clause 13.1, the *monthly* licence is on the same terms as this licence except for those changes which:
 - 13.2.1 Are necessary to make this licence appropriate for a *monthly* licence; and
 - 13.2.2 Anything else that is reasonable that the *Licensor* requires as a condition of giving its approval to the holding over,
- 13.3 If the *land* constitutes land subject to the provisions of the *CL Act*, if not terminated beforehand, the monthly tenancy created by operation of this clause will be limited to a maximum of 12 consecutive months.

14. Crown Lands Act

Insert – Not Applicable if not crown land and delete this section

General

- 14.1 If the *land* constitutes land subject to the provisions of the *CL Act*, then clauses 14.2 to 14.8 shall apply.
- 14.2 The *Licensee* acknowledges that this licence is subject to the provisions of the *CL Act*. To the extent of any inconsistency between the *CL Act* and the provisions of this licence, the *CL Act* shall prevail.

Effect of Instrument

- 14.3 The *Licensor* and *Licensee* expressly acknowledge that no rights are conferred on either *party* by the provisions of this licence unless:
 - 14.3.1 The *minister* has granted consent under section 102 of the *CL Act*;

- 14.3.2 The *minister* has authorised the grant of this licence without consent under section 102A of the *CL Act*; or
- 14.3.3 The *Licensor* is authorised to grant this licence under section 108 of the *CL Act*.

Termination under Section 109 of the CL Act

- 14.4 The *Licensor* and *Licensee* acknowledge that, subject to clause 14.5, this licence will terminate under section 109 of the *CL Act* if the *reserve* is revoked or that part of the *reserve* is revoked that comprises the whole or part of the *property* unless the *revocation* notification otherwise provides.
- 14.5 Where only part of the *property* is affected by a *revocation* or proposed *revocation* the *Licensor* undertakes to consult with the *Licensee* and the *Licensee* undertakes to consult with the *Licensor* to determine if an agreement under section 109(3) can be reached for the continuation of this licence in respect of that part of the *property* not affected by the *revocation*.
- 14.6 The *Licensee* expressly acknowledges that as provided by section 109(5) of the *CL Act* no compensation is payable in respect of the termination of this licence by the operation of section 109 and no compensation shall be payable.

Insurance and Risk

- 14.7 Despite anything to the contrary in this licence:
 - 14.7.1 The insurance policy referred to in clause 8.1 must also note the interest of the *minister* as beneficial owner of the *property*; and
 - 14.7.2 For the purpose of the indemnities and releases in this licence including those in clause 7.14, a reference to the *Licensor* includes a reference to the *minister*.

Transfer of Licence

- 14.8 Not Applicable.

15. Dispute Resolution

How are Disputes Resolved?

- 15.1 If a dispute arises out of or relates to this licence, including any dispute as to breach or termination of this licence or as to any claim in tort, in equity or under any statute, a party cannot commence any court or arbitration proceedings relating to the dispute unless that party has complied with the following clauses except where that party seeks urgent interlocutory relief.
- 15.2 A party claiming that such a dispute has arisen must give notice to the other party specifying the nature of the dispute.
- 15.3 On receipt of that notice by that other party, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution

techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.

- 15.4 If the parties do not agree within seven (7) days of receipt of the notice, or any further period agreed in writing by them as to:
- 15.4.1 The dispute resolution technique and procedures to be adopted;
 - 15.4.2 The timetable for all steps in those procedures; and
 - 15.4.3 The selection and compensation of the independent person required for such technique.
- 15.5 The parties must mediate the dispute with the Mediation Rules of the Law Society of New South Wales and must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

16. Intellectual Property Rights

- 16.1 Each party must not knowingly infringe the intellectual property rights of the other party.
- 16.2 Each party warrants that in carrying out its obligations under this licence it will not knowingly infringe the intellectual property rights of any other person.
- 16.3 In this clause 16 "Intellectual Property Rights" includes copyright, trademark, patent, trade, business or company names, confidential or other proprietary rights or any rights to registration of those rights, whether created before or after the date of this deed and whether existing in Australia or elsewhere.

17. General

Notices

- 17.1 A notice given by one *party* to another must be in writing and is properly given if it is:
- 17.1.1 Left at that other *party's* address;
 - 17.1.2 Sent by pre-paid mail to that other *party's* address; or
 - 17.1.3 Transmitted by facsimile to that other *party's* facsimile receiver.
- 17.2 A notice given to a *party* in accordance with clause 17.1 is treated as having been received by a *party*:
- 17.2.1 When delivered (if left at that *party's* address);
 - 17.2.2 On the second business day after posting (if sent by pre-paid mail); or
 - 17.2.3 On confirmation of correct transmission (if transmitted by facsimile).
- 17.3 Each *party's* address and facsimile number is the address and facsimile number of that *party* specified in the *reference schedule* or such other address and facsimile number notified by that *party* to the other *party* from time to time.

17.4 For the purpose of this part, "**party**" includes the *guarantor* (if any).

Waiver and Amendment

17.5 A provision of or a right created under this licence may not be waived or varied except in writing signed by the *party* or *parties* to be bound.

17.6 A custom or practice which may develop between the *parties* in the course of administering this licence is not to be construed as a waiver of, or to derogate from:

17.6.1 The right of the *Licensor* to insist on the performance by the *Licensee* of any provision of this licence; or

17.6.2 The *Licensor's* rights, powers or remedies in respect of any default of the *Licensee*.

17.7 No waiver by the *Licensor* of any breach of any obligation or provision of this licence will operate as a waiver of any other breach of the same or any other obligation or provision of the licence nor will it operate as a waiver of the essentiality of any essential term of this licence.

17.8 In particular, any demand by the *Licensor* for, or any acceptance by the *Licensor* of, the *licence fee* or other monies payable under this licence will not constitute a waiver by the *Licensor* of any breach of any provision in this licence.

Approval and Consent

17.9 Unless this licence expressly provides otherwise:

17.9.1 A reference to the *Licensee* obtaining the *Licensor's* consent or approval obliges the *Licensee* to obtain that consent or approval before the relevant act, event or thing; and

17.9.2 The *Licensor* may, to the full extent permitted by law, give conditionally or unconditionally or withhold such approval or consent or form an opinion, exercise discretion or be satisfied as to any matter or thing in their absolute discretion.

Governing Law

17.10 This licence is governed by the laws of the state of New South Wales and each *party* submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

Exclusion of Statutory Provisions

17.11 To the full extent permitted by law, the provisions of any law which alter the effect of any provision of this licence shall not apply to this licence.

No Merger

17.12 Each representation and obligation under this licence will not merge on the expiry or earlier termination of this licence and shall continue in full force and effect until such representation or obligation is satisfied or completed.

Severance

- 17.13 If at any time a provision of this licence is or becomes illegal, invalid or unenforceable in any respect under the law, which will not affect or impair the legality, validity or enforceability of any other provision of this licence.

Entire Agreement

- 17.14 This document embodies the entire agreement between the *parties* in relation to its subject matter and all warranties, conditions and representations collateral or otherwise concerning this subject matter whether written or oral, express or implied and whether consistent with this document or not are cancelled except to the extent that they are contained in this document.

No Deduction, Set Off

- 17.15 Any monies payable by the *Licensee* under this licence must be paid to the *Licensor* regardless of any set-off, cross-claim or deduction it may claim against the *Licensor* and regardless of any dispute which may arise between the parties out of the terms and conditions of this licence.

Indemnities

- 17.16 Each indemnity in this licence is a continuing obligation, separate and independent from the other obligations of the *Licensee* and survives the termination of this licence. It is not necessary for the *Licensor* to incur expense or make payment before enforcing a right of indemnity conferred by this licence.

Prohibitions

- 17.17 If this licence provides that the *Licensee* must not do something, then the *Licensee* must not:
- 17.17.1 Do anything which could result in that thing happening; or
 - 17.17.2 Permit, allow or suffer the thing to happen.

Licensee's Associates

- 17.18 The *Licensee* must ensure that the *Licensee's* associates comply, if appropriate, with the *Licensee's* obligations under this licence.

Signing Page

Executed as a deed

[EXECUTION WITHOUT COMMON SEAL]

Signed for and on behalf of)
WOLLONGONG CITY COUNCIL by its)
authorised representative pursuant to)
delegated authority in the presence of:)

) The Council of the City of Wollongong
)
)

Witness

[EXECUTION WITH COMMON SEAL]

The Common Seal of The Council of the)
City of WOLLONGONG)
was affixed on)
pursuant to a resolution made on)
)

Signature of General Manager

Signature of Lord Mayor

Name of General Manager (please print)

Name of Lord Mayor (please print)

[EXECUTION BY INDIVIDUAL]

Signed sealed and delivered by [INSERT])
in the presence of:)
)
)

) [INSERT]
)
)

Name of witness

Address of witness

[EXECUTION BY COMPANY – SECTION 127 OF CORPORATIONS ACT]

EXECUTED by [INSERT] in accordance with section 127(1) of the Corporations Act by:

Signature of Director/Sole Director &
Secretary*
***Delete whichever is not applicable**

Signature of Director/Company Secretary*
***Delete whichever is not applicable**

Name of Director/Sole Director &
Secretary*
(BLOCK LETTERS)
***Delete whichever is not applicable**

Name of Director/Company Secretary*
(BLOCK LETTERS)
***Delete whichever is not applicable**

Note:

1. If the company has a sole director/secretary signs the left line and deletes the inappropriate reference.
2. Otherwise, two (2) directors or a director and secretary must sign.

[EXECUTION BY INCORPORATED ASSOCIATION UNDER COMMON SEAL]

The common seal of [INSERT] was affixed)
on)
20 pursuant to a resolution passed)
on)
)

Signature of authorised person

Signature of authorised person

Name of authorised person
Office Held:

Name of authorised person
Office Held:

[EXECUTION BY INCORPORATED ASSOCIATION WITHOUT COMMON SEAL]

Signed for and on behalf [INSERT] by its
authorised persons: .

Signature of authorised person

Signature of authorised person

Name of authorised person
Office Held:

Name of authorised person
Office Held:

Schedule 1 – Maintenance Schedule

ITEM	Responsibility			ITEM	Responsibility		
Description	Applicable	Licensor	Licensee	Description	Applicable	Licensor	Licensee
Structure				Utilities past the point of connection			
· Windows	√	x		· Electrical	√		x
· Walls	√	x		· Gas	√		x
· Roof/Gutters/ Downpipes/Roof Fixtures e.g. skylights, whirly birds	√	x		· Water	√		x
· Floor	√	x		· Sewer	√		x
Minor Maintenance				External			
· Cleaning - resealing Floors - Carpets, timber, tiles, Furniture, Fittings & Fixtures, Blinds, Curtains, Windows, high cleaning	√		x	· External Lighting maintain/repair/replace/ remove (with approval) no access by <i>Licensee</i> to MSB - switchboard	√		x
· Gutter Cleaning remove leaf and any other debris from gutters, downpipes, external drains and maintaining a free flow of water through them	√		x min 6 mthly	· Solar Panels repair, maintain, replace and remove (with approval)	√		x
· Plumbing (minor) repair and maintain all hydraulic fixtures and fittings including taps, pipes, basins, toilet seats, cones and cisterns, showers, stop cocks and mini boils, replacing washers, keeping all sewer drains and waste pipes free from blockage and cleaning sand arresters	√		x	· Sheds/Containers maintain/repair/replace/ remove (with approval)	√		x
· Hot Water Systems Repair and replace	√	replace	repair	· Shelters including shade sails repair, maintain, replace and remove (with	√		x

ITEM	Responsibility			ITEM	Responsibility		
Description	Applicable	Licensor	Licensee	Description	Applicable	Licensor	Licensee
				approval)			
· Remove cobwebs and bird nests and keeping the property free of pests and rodents	√		x Min 6 mthly	· Water Tanks repair, maintain, replace and remove (with approval)	√		x
· Repair, maintain in good working order all hinges, locks, gates, doors, windows, grills and shutters	√	replace	x				
Mechanical				Insurance – as per section 8			
· Air-Conditioning – all systems carrying out preventative maintenance inspections, repair, maintenance and replace (with approval)	√		x as per manufacturers recommended system specifications	· Public & Product Liability · Contents excluding artworks · Glass · Workers Compensation · Artworks/Memorabilia · Business interruption	√ √ √ √ √		x x x x x
· De-Humidifying	√		x	· Building	√	x	
· Pumps - maintain/repair/replace/remove (with approval)	√		x				
Licensed Area Fabric				Security			
· Flooring Finishes Light sanding and resealing any timber floors as often as reasonably required by the Council and maintaining all floor coverings in a clean and serviceable condition	√		x	· Monitoring, Patrols, Static Guards and Guard Response	√		x
· Kitchens & Laundries	√	replace	repair maintain	· Access Control	√		x
· Toilets	√	replace	repair maintain	· Duress Alarms	√		x

ITEM	Responsibility			ITEM	Responsibility		
Description	Applicable	Licensor	Licensee	Description	Applicable	Licensor	Licensee
<ul style="list-style-type: none"> Furniture & Equipment repairing and maintaining all of the Council's (as per asset register) & Licensees furnishings, fittings, fixtures and equipment in good working order and condition, including but not limited to fridges freezers, thermometers, ice machines, bubblers, mini boils, chilled water units, microwaves (radiation certification), stoves/ovens, deep fryers, dishwashers, cleaning equipment chemical dispensers, AV equipment – PA, microphones, data projectors, DVD, screens, stage lights, dimmers, stage extensions, retractable seating, tables, chairs, whiteboards, noticeboards, pianos, organs, operable walls, roof/attic/portable/ extension ladders, maintenance and gardening tools 	√	At council's sole discretion it may choose to replace items on the asset register when passed their serviceable life or add items to the asset register over the period of this licence.	x	<ul style="list-style-type: none"> Security System and Security Cameras – software & hardware Carrying out preventative maintenance inspections, repair and maintenance of security and other alarm systems Access to all security systems must be provided to WCC 	√		x
Electrical				Landscape Services			
<ul style="list-style-type: none"> Connection Point 	√	x		Garden Maintenance garden beds, shrubs/trees and bed edging maintenance, weeding pruning, mulching, control of pests/disease, replacement of plants	√		x
<ul style="list-style-type: none"> Wiring 	√	x		<ul style="list-style-type: none"> Garden Furniture maintain/repair/replace/ remove (with approval) 	√		x
<ul style="list-style-type: none"> MSB (switchboard) Light fittings, 	√	x		<ul style="list-style-type: none"> Lawn and Turf Maintenance - Lawn mowing, edging, 	√		x

ITEM	Responsibility			ITEM	Responsibility		
Description	Applicable	Licensor	Licensee	Description	Applicable	Licensor	Licensee
fixtures, circuit breakers, light switches, general power outlets				weeding, rolling, reseeding, watering			
• Replacing, repairing and maintaining light globes, diffusers unless access to the MSB is required	√		x	• Concrete, paved, or other surface Footpaths and outdoor areas maintain/repair/replace/remove (with approval)	√		x
• Telecom & IT	√		x	• Carparks – including line marking, bollards, carstops, maintain/repair/replace/remove (with approval)	√		x
Painting				• Driveways maintain/repair/replace/remove (with approval)	√		x
• External	√	x		• Fences maintain/repair/replace/remove (with approval)	√		x
• Internal	√	x		• Garden Refuse/Removal	√		x
• Graffiti Removal	√		x	• Sandpits maintain/repair/replace/remove (with approval)	√		x
Minor Touch Up	√		x	• Children's play equipment to relevant standard maintain/repair/replace/remove (with approval)	√		x

STATUTORY COMPLIANCE RESPONSIBILITY	Australian Standard	Applicable	Licensor	Licensee
LICENSED AREA	Latest as at time of executing document			
Roof Anchor Points – Annual Inspection & Test	AS1891.4:2000	√	±	
FIRE			±	
Emergency Lighting & Exit Lights – 6 monthly Inspection & Test	AS2293.2:1995	√	±	
Emergency Exit Doors - Annual Inspection & Test	D2.20 & D2.21 Building Code of Australia	√	±	
Evacuation Pathway Annual Inspection	Environmental Protection Authority Reg 2000 Part 9 Div 7	√	±	
Fire Extinguishers – 6 monthly inspection & test/ 5 yearly	AS2444	√	±	
Fire Hose Reels – Annual Inspection & Test	AS2441	√	±	
Fire Hydrants & Booster Valves/Pumps Annual Inspection & Test	AS2419	√	±	
Fire Detection Basic - Smoke & Thermal – Annual Inspection & Test Battery Replacement	AS3786/AS1670.1 Spec E2.2a of Building Code of Australia	√	±	
Fire Indicator Panel – Monthly Inspection & Test	AS3786/AS1670.1 Spec E2.2a of Building Code of Australia	√	±	
Fire Indicator Panel – Monitoring (as required)	AS4428.6 AS1670.3	√	±	
EWIS Panel – Monthly Maintenance	Building Code of Australia 54.9 AS2220 - 1989	√	±	
Fire Dampers – Annual Inspection & Test	AS1851 AS1682.1	√	±	
Fire Doors – Annual Inspection & Test	Building Code of Australia Spec C3.4 & AS1905-1 1997	√	±	
Fire Suppression - Sprinklers & 'Dump' – Monthly Inspection & Test	Building Code of Australia E1.54 Spec E1.5 Ord 70 part 27a	√	±	
Fire Safety Statement	Clause 177 EPA Reg 2000	√	±	
Fire Curtains	Building Code of Australia	√	± stage	x
Fire Trip Relay Test		√	±	
Evacuation Procedures and Plans		√	± plan	x procedure
Fire Warden Training		√		x
Fire Drills		√		x
ELECTRICAL				
Electrical Distribution Board – Annual Inspection & Maintenance	AS3000:2007	√	±	
Electrical Appliance – Test & Tag	AS/NZS 3350.2.29:2001	√	X WCC assets	x
UPS - Annual Inspection & Testing	Per manufacturer's recommendation	√	±	
Power Factor Correction - Annual Inspection & Maintenance	AS/NZS300:2000	√	±	
Transmission Antenna	ARPANSA Act	√		x
Lightning Protection – Annual Inspection & Maintenance	AS1768:2003 Append B SectB10.2	x		
Microwave Certifications	AS/NZS3350	√		x
MECHANICAL				
Passenger Lift – Monthly Inspection & Maintenance	AS1735 WorkCover Cert Building Code of Australia	√	±	
Dumb Waiter – Quarterly Inspection & Maintenance	AS1735 WorkCover Cert Building Code of Australia	√	±	
Stage Lift – Quarterly Inspection & Maintenance	AS1735 WorkCover Cert Building Code of Australia	√	±	
Direct Vertical Lift – Quarterly Inspection & Maintenance	AS1735 WorkCover Cert Building Code of Australia	√	±	
Lift – WorkCover registrations		√	±	
Generator/Pumps – Annual Inspection & Test	AS3100, 2790	√	±	

STATUTORY COMPLIANCE RESPONSIBILITY	Australian Standard	Applicable	Licensor	Licensee
LICENSED AREA	Latest as at time of executing document			
Access Toilet Doors	Annual servicing be carried out that is check belt tensions and operations of the door for open limit and close limit. Check switches and buttons and lubricate tracks and rollers with silicone spray.	√	±	
Auto Doors – 4 monthly Inspection & Test	AS5007 E2	√	±	
Air Handling	AS1668.1	√	±	
HYDRAULIC				
Hot Water System – Annual Inspection & Maintenance	AS3500	√	±	
Irrigation – Annual Inspection & Maintenance	AS5200, AS3500, AS2700, AS1319:1994	√	±	
RPZ – Annual Inspection & Test	AS2845, AS3500.1	√	±	
Grease Traps – Annual Inspection & Maintenance	EPA, AS3500	√	±	
Water Tanks – Annual Inspection & Maintenance ie filters	AS5200, AS3500, AS2941:2002	√	± Backflow preventative maintenance	X Tank maintenance
Septic Tanks – Annual Inspection & Maintenance	AS3500, AS1319, AS2700	√	±	
Boilers – Annual Inspection & Maintenance	AS3500, Boilers & Pressure Vessels Regs 1954 & AS3788:2001	√	±	
TMV – 6 monthly Inspection/Test	AS3500, AS4032.3, HOSPLAN Code of Practice	√	±	
Cooling Tower Cleaning & Treatment - Licence		√	±	
Gas Appliances – Critical Component Maintenance	AS3500	√	±	
APPURTENANCE				
Power Poles	AS/NZS4676:2000, AS2209:1994	√	±	

Where an Item of Maintenance is marked with an “x”, the Party against whom the “x” appears has the responsibility for that item of maintenance and is responsible for making all necessary arrangements, including payment of all Costs associated with that item.

Where an Item of Maintenance is marked with “±”, Council is responsible for that item of maintenance but will invoice the Operator for Costs associated with that item of maintenance.

Note: not all items on Schedule 1 will be relevant to all community facilities.

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