

<b>Policy Section:</b>	<b>6. Finance and Corporate Services</b>
<b>Policy Name:</b>	<b>Sporting &amp; Community Clubs/Organisations Agreement Schedule for Structural Leases (Exclusive Right of Possession)</b>
<b>Classification:</b>	<b>Public – Council Policy</b>
<b>Adopted:</b>	<b>28 September 2021</b>
<b>Frequency of Review:</b>	<b>Every 4 years</b>
<b>Last Review:</b>	<b>September 2021</b>
<b>Next Review Due:</b>	<b>September 2025</b>
<b>Responsible Officer(s):</b>	<b>Manager Finance &amp; Corporate Services Team Leader Property &amp; Facilities</b>
<b>Policy and Code of Practice Manual File Ref:</b>	<b>CC10/2601</b>
<b>Council File Reference:</b>	<b>CR15/5384</b>
<b>Legislation Authority:</b>	<b>Local Government Act 1999 Retail and Commercial Leases Act 1995 Associations Incorporations Act 1985</b>
<b>Related Policies and Codes:</b>	<b>Sporting &amp; Community Clubs/Organisations Agreement Schedule for Ground Leases (Exclusive Right of Possession) Policy</b>
<b>Related Procedures:</b>	<b>N/A</b>

## 1. INTRODUCTION

- 1.1 Council has a role in providing facilities for community and recreational activities to strengthen communities and encourage healthy lifestyles.
- 1.2 Council has a responsibility to ensure the optimum use of its sporting facilities and is committed to the principles of access and equity for all members of the community.

## 2. PURPOSE

- 2.1 The Town of Gawler provides a range of organised sport, recreation and other facilities and services for community use including sportsgrounds, clubrooms and other community buildings. In addition, Council has an extensive network of open space that provides for passive and other recreation activities.

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- 2.2 As the owner of community land Council recognises that it has a key role to play in the provision of a diverse range of recreation, sport and other facilities in collaboration with local clubs, associations, organisations and groups to meet the needs and interests of our changing community. This is one of many services that Council provides which contributes towards the creation of healthy and active communities.

### **3. EXPLANATION**

- 3.1 The policy provides a framework and is the guiding document in the development and establishment of Leases between Council and outside incorporated organisations. The policy applies to leases only. Buildings include sheds, verandahs, shipping containers and any other buildings or structures on the property/premises. Any other conditions be listed in the lease. Generally leases will be for a period of five (5) years plus a right of renewal for a further five (5) years.

#### **3.2 What is a Lease?**

- 3.2.1 A lease is a grant of the possession, and use, of such things as land, buildings and rooms (the Premises) to another for a specific period of time and in exchange for some form of consideration.
- 3.2.2 The grant of a lease will give the lessee exclusive possession of the Premises(including the Council). This means that the premises are secured, locked or gated and not accessible to the general public.
- 3.2.3 The terms of the lease govern the relationship between the Council and the lessee for the duration of the lease.

#### **3.3 When to use a Lease?**

- 3.3.1 A lease is typically used where the lessee will obtain the use and possession of the Premises at all hours of the day, every day during the period for which the lease is granted.
- 3.3.2 A lease will give the lessee an “interest” in the Premises and at the commencement of that lease, to the exclusion of all others. In the case of a lease, where exclusive possession occurs the lessee will be responsible for all outgoings like water, insurance, electricity, maintenance, etc.

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**4. FEE'S/MAINTENANCE CRITERIA**

Item	Lessee's Obligations	Council's Obligations
Rent	Payable upon negotiated amount as determined by the Council.	
Capital Works	Lessee to maintain Lessee may initiate at its cost provided approval is granted from Council including any necessary building and planning approvals	Council to pay where it is a Council initiative/or Council Budget Item
Council rates, taxes, emergency services levy and charges (excluding state land tax)	Lessee's responsibility. Lessee may be entitled to a rebate and application needs to be lodged with Council	<i>The Local Government Act provides Council the ability to rebate up to 100%</i>
Utilities including telephone, electricity, gas, water and excess water	Lessee responsible for usage	Council to pay supply and sewer charge.
Installation of Separate Meters	Lessee responsibility	
Preparation costs of lease		Council Responsibility
<b>Insurance</b>		
Building insurance excess	Lessee responsible for initial excess at current minimum value	
Building insurance premium	Lessee's responsibility. Provide evidence to Council or request Council to arrange and reimburse Council. Cover needs to be acceptable to Council's Insurers.	
Contents insurance	Lessee's responsibility	
Public liability insurance	Lessee's responsibility	
Glass	Lessee to replace and insure all glass on the interior and exterior of the Premises	
<b>Inside Buildings / Structures</b>		
Cleaning of the Premises	Lessee to undertake all cleaning of the Premises	
Pest Control	Lessee to use it's best endeavours to avoid attracting pests to the Premises Lessee to maintain and provide copies of inspection reports annually	
Asbestos Checks		Council to arrange

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Item	Lessee's Obligations	Council's Obligations
Air-conditioners	Lessee to purchase, insure and pay the operating costs. Lessee's responsibility.	
Plumbing Maintenance	Lessee's responsibility	
Maintenance of electrical power points, RCD's and fixed cables along with the annual testing	All maintenance to be lessee's responsibility Lessee to maintain annual testing and tagging and provide copies of inspection reports <i>Council's OHS&amp;W Regulations require that this testing needs to be undertaken on an annual basis.</i>	
<b>Inside Buildings / Structures continued</b>		
Maintenance of stoves and other electrical items	Lessee's responsibility	
Maintain lighting, fixtures and fittings to the Premises	Lessee's responsibility	
Maintenance of fire safety equipment (eg extinguishers, exit lights)	Lessee to maintain and provide copies of inspection reports 6 monthly or request Council to arrange and reimburse Council.	
Floor Coverings	The lessee is required to maintain the floor coverings in adequate condition at all times – to be in the same or better condition at the expiration of the lease as at the beginning of the lease.	
Building Inspection		Building Inspection required at least every five years - Council to arrange
Paint (Inside and Outside)	The lessee is required to retain in adequate condition – to be in the same condition as when lessee enters into Lease	
Cleaning of Roofs, gutters and downpipes	Lessee's responsibility	
Hot water service	Lessee's responsibility	
Maintenance of locks	Lessee to maintain and provide one key to Council	

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Item	Lessee's Obligations	Council's Obligations
<b>Outside Buildings/Structures</b>		
Doors on the interior and exterior of the Premises	Lessee's responsibility	
Building structural maintenance (Includes foundation, salt damp course, window frames, exterior walls, verandah posts, roof structure, gutters, exterior steps, stairs, guard/hand rails, ramps, ceilings and interior walls - where it is not the result of mis-management and maintenance by the lessee)		Council to maintain
Maintenance of water storage tanks	Lessee's responsibility	
Maintenance of roller doors	Lessee's responsibility	
Graffiti	Lessee required to remove within 14 days	
<b>Grounds</b>		
Significant Trees	Lessee to ensure that no damage occurs to the trees defined	
Trees and vegetation	Lessee's responsibility	
Grounds Linemarking	Lessee's responsibility	
Mowing of ovals/playing fields	Lessee's responsibility	
Aerating of ovals/playing fields	Lessee's responsibility	
Fertilising of ovals/playing fields	Lessee's responsibility	
Topdressing of ovals/playing fields	Lessee's responsibility	
Weedspraying of ovals/playing fields	Lessee's responsibility	
Irrigation system maintenance	Lessee's responsibility	

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Item	Lessee's Obligations	Council's Obligations
Irrigation management		Council responsibility
Black beetle spraying of ovals/playing fields	Lessee's responsibility	Council to arrange
<b>Other Areas</b>		
Lighting of road areas and car park	Lessee's responsibility	
Road areas	Lessee's responsibility	
	Lessee's responsibility	
Carpark	Lessee's responsibility	
Boundary fence and Gates	Lessee's responsibility	
Internal Fences and Gates	Lessee's responsibility	
Special surfaces eg tennis courts, netball courts, bowling greens, croquet greens, etc	Lessee's responsibility	
<b>Other Areas (continued)</b>		
Underground mains water and sewerage pipes to the connection point with the Premises		Council responsibility
Septic Tank/Aerobic System	Lessee's responsibility	
Other Matters/Items at Council Discretion		

**5. REVIEW AND EVALUATION**

The effectiveness of this Policy will be reviewed every 4 years.

The Chief Executive Officer will report to Council on the outcome of the evaluation and if relevant make recommendations for amendments, alteration or substitution of a new Policy.

The Policy will not be altered or substituted so as to affect a process already commenced.

**6. FURTHER INFORMATION**

Further information about this Policy can be obtained by:-

Telephone: 8522 9211

Email: [council@gawler.sa.gov.au](mailto:council@gawler.sa.gov.au)

Appointment: Town of Gawler Administration Centre, 43 High Street, Gawler East.

Letter: PO Box 130, Gawler SA 5118

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**7. AVAILABILITY OF POLICY**

The Policy is available for inspection during ordinary business hours at the Council principal office, Town of Gawler Administration Centre 43 High Street, Gawler East or is available on the Council website at [www.gawler.sa.gov.au](http://www.gawler.sa.gov.au).

A copy of this Policy will be provided to interested parties upon request, for a fee as contained in the Register of Fees and Charges.