

# Council Assets - Leasing and Licensing Policy

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# 1. Introduction

## 1.1. Purpose

The Boroondara City Council manages assets on behalf of the Boroondara community.

The purpose of this policy is to ensure a consistent and transparent approach for the process of Council entering into a formal agreement with community groups and other organisations to occupy Council managed assets.

The policy will provide guidance on what terms and conditions are offered by Council to community groups and other organisations. Council aims to ensure a high level of use of its managed assets for the greater benefit of the Boroondara community.

The policy will ensure Council assets are optimised and managed appropriately to meet the expectations of Boroondara and the community.

## 1.2. Scope

This policy applies to all Council managed assets, including Council owned, Crown Land (where Council is the appointed Committee of Management) and any other land Council has control over, where an occupancy agreement is to be offered to a community group or other organisation.

Occupancy agreements covered by this policy include:

- Lease (exclusive occupation)
- Licence (non-exclusive occupation)
- Road Reserve licence (public benefit)
- Seasonal licence (Winter or Summer)
- Government Agency leases (registered as not for profit)
- adhoc or non-regular casual hire of halls and meeting rooms.

Occupancy agreements not covered by this policy are:

- Commercial leases; these are on commercial terms under the *Retail Leases Act 2003* and managed by a Managing Agent
- Residential leases; these are managed by a managing agent under the *Residential Tenancy Act 1997*

This policy is for use by all Council departments that offer spaces to community groups and other organisations and as a reference to all community groups and other organisations currently occupying or wishing to occupy a Council managed asset.

## 1.3. Corporate framework

This policy supports Council's Mission and Vision by addressing the strategies in the Council Plan and all other adopted strategies that Council may adopt.

# 2. Background

Council provides a range of assets for use by the public, community groups and other organisations to meet its mission providing services, facilities, support and advocacy to enable our community to further its sense of place and connection.

This policy provides a framework for entering into tenancy agreements to occupy Council buildings and facilities. The policy provides guidance to Council officers and tenants on the types of agreements that can be used, the applicability of the different types of agreements and the principles upon which terms and conditions of agreements will be developed.

## **2.1. Policy environment**

This policy provides clear direction to Council officers and the community in relation to the leasing and licensing of Council owned facilities and ensures a consistent and transparent approach is applied in all circumstances.

Council provides facilities to community and other organisations on behalf of ratepayers. In making facilities available Council has an expectation that organisations will respect the facilities and will occupy the facilities in accordance with the intent and terms of this policy.

## **2.2. Policy context**

A number of laws and regulations affect Council leases and licenses. Of particular relevance are the following Victorian Acts;

- *Local Government Act 1989*: Includes restrictions on the maximum length of leases and provisions requiring leases to be advertised in certain circumstances, including leases of 10 years or more duration and leases for properties with market rental value of more than \$50,000 a year.
- *Retail Leases Act 2003*: Controls leases of premises that are used wholly or predominantly for retail provision of goods or services (including by not-for-profit organisations).

## **3. Methodology**

The process of developing this policy included reviewing the previous policy, actual practices and a review of other relevant policies, local laws and adopted strategies to ensure the policy reflects the current direction of Council.

### **3.1. Consultation**

This policy has been developed following extensive internal consultation with relevant Council departments.

## **4. Policy statement**

This policy provides a framework for entering into tenancy agreements to occupy Council buildings and facilities. The policy provides guidance to Council officers and tenants on the types of agreements that can be used, the applicability of the different types of agreements and the principles upon which terms and conditions of agreements will be developed.

Council seeks to maximise the community benefits arising from the use of its facilities while ensuring responsible management of community assets, and accountability to ratepayers for the direct and indirect expenditure on lease and licence subsidies.

Council reserves the right to decline to hire, lease or licence a facility to a specific user where Council has a demonstrable and well-founded concern for the safety and wellbeing of the Boroondara community who might be present during the proposed use.

### **4.1. Governance**

Any lease or licence renewal or new proposed lease or licence will be reviewed by Council's internal Building and Property Working Group (B&PWG).

This is an advisory group which makes decisions on certain property related matters and makes recommendations to ELT when required.

#### **4.1.1. Compliance with Sections 190 and 223 Local Government Act 1989 (the Act)**

Under sections 190 and 223 of the Act, Council follows a statutory process for any lease that meets the following criteria:

If the lease is to be

- (a) for 1 year or more and
  - (i) the rent for any period of the lease is \$50,000 or more a year; or
  - (ii) the current market rental value of the land is \$50,000 or more a year; or
- (b) for 10 years or more; or
- (c) a building or improving lease

Following a Council resolution, Council must at least 4 weeks before the lease is made publish a public notice of the proposed lease. A person has a right to make a submission under section 223 on the proposed lease.

Any public notice will be placed in the local Leader newspaper and on Council's website. A lease cannot be executed prior the statutory process being completed.

#### **4.1.2. Compliance with Department of Environment, Land, Water and Planning requirements**

Before Council can grant a lease or licence on Crown land, Council must first obtain 'grant and purpose approval' from DELWP. This is to ensure that the permitted use of the lease or licence is not contrary to the 'reserved purpose' of the Crown land.

All leases or licenses entered into on Crown land must use the form and wording of the Crown agreement template.

All such agreements have Special Conditions tailored to the individual tenant.

## **4.2. Objectives**

The objectives of the policy are:

- (a) Ensure a clear and consistent process for establishing leases and licenses relating to Council managed facilities;
- (b) Optimise use by the Boroondara community of Council assets, encouraging multi use to maximise capacity of existing facilities before constructing new facilities;
- (c) Enhance community participation, health and well-being through provision of appropriate and accessible community assets;
- (d) Ensure Council-owned facilities are used to meet demonstrated community needs consistent with Council's Vision, policies and the Council Plan;
- (e) Increase community access to activities and services, particularly access by disadvantaged and socially isolated groups;
- (f) Assist not-for-profit and volunteer-based organisations that offer activities and services in the City of Boroondara;
- (g) Assist tenant organisations to understand and support the achievement of Council's policies and plans;
- (h) Ensure fair and consistent lease and licence conditions between tenant organisations and equitable access to leased and licensed assets;

- (i) Provide accountability for Council expenditure on leasing subsidies, as they constitute indirect grants;
- (j) Ensure that Council-owned facilities are appropriately maintained, developed and occupied responsibly having regard to the interests of local communities and the care of the assets; and
- (k) Ensure sound financial management and effective administration of Council community leasing and licensing.

### **4.3. Licence of roads, road reserves and reserves**

Any application to occupy part or all of a road, road reserve or reserve will be assessed on a case by case basis.

Applications will be reviewed on whether granting a licence will provide any community benefit or whether it benefits private individuals.

### **4.4. Eligibility**

#### **4.4.1. Types of agreements**

Council offers the following types of agreements to occupy Council managed facilities:

- Lease - exclusive occupation
- Licence - non-exclusive occupation
- Seasonal licence - non-exclusive occupation during winter season or summer season (for example: football and cricket)
- Casual Hire - occasional use of a facility, not regular bookings

**Schedule 1** attached to this policy for flowchart outlines when each agreement type is appropriate to use.

#### **4.4.2. Rent subsidy eligibility criteria**

Tenants have been grouped into categories which determine the level of financial obligations that will be placed on the tenant when entering into a lease or licence. The obligations include, but are not limited to:

- Rental
- Utilities
- Cleaning
- Consumables
- Maintenance responsibilities

Categories are:

- A. Peppercorn
- B. Community Partnership
- C. Discounted market rent
- D. Market rent

Groups or organisations wishing to occupy Council facilities will be assessed against the eligibility criteria contained in **Schedule 2**. The rental category will be determined following consideration of criteria listed in section 1.2 of **Schedule 2**.

#### **4.4.3. Annual reporting against criteria**

To ensure tenants are sustainable and continuing to meet Council's criteria, tenants are required:

- (a) to provide a copy of their annual general meeting minutes including a financial report (including a statement of assets and liabilities and profit and loss statement for the Tenant for that financial year);
- (b) to provide details of the activities conducted during the preceding year and the office bearers appointed to the Tenant, their duties and the length of term of the office of each office bearer; and
- (c) to provide the following information if the Tenant is permitted to hire out the facility:
  - (i) a list of the groups which have used the facility; and
  - (ii) a list of times at which the facility was used and details of expenditure from any Hire Fees.

Reporting criteria, including timelines for reporting, will be included in the individual lease and licence agreements prepared consistent with the conditions of this policy.

#### **4.4.4. Expressions of interest**

Community groups who wish to utilise Council assets should contact the relevant Council Department and may lodge a written expression of interest outlining the proposed use and addressing the eligibility criteria set out in this policy.

Expressions of interest will be considered on their merits in the event that an appropriate space becomes available.

### **4.5. Terms and Conditions**

#### **4.5.1. Standard documents**

Council has a suite of standard documents used for occupancy agreements under this policy. The standard terms and conditions are set and agreements can be tailored for individual groups through the use of specific Special Conditions.

#### **4.5.2. Rent appraisal and review**

##### **4.5.2.1. Market rent value**

The market rental value of each property or licensed area will be identified and recorded in the lease or licence documentation.

##### **4.5.2.2. Rent subsidy**

Council will subsidise rent for eligible tenants or licensees. Tenants and licensees will be assessed against the eligibility criteria contained in **Schedule 2**.

Performance against these criteria and eligibility for rent subsidy will be reviewed before the commencement of any new lease or licence. The rental categories are:

- A. Peppercorn
- B. Community partnership
- C. Discounted market rent
- D. Market rent

##### **4.5.2.3. Adjustment of rents**

Rents will be reviewed annually with the amount payable for categories B, C and D increased by the Consumer Price Index (CPI) each year (unless otherwise approved by the B&PWG).

##### **4.5.2.4. Casual Hire Fees and Charges**

Fees for Casual Hire will be charged in accordance with the fees and charges set out in Council's Annual Budget.

#### **4.5.2.5. Seasonal Licence charges**

Seasonal licence fees are calculated in accordance with the rate set in Council's Annual Budget. Additionally Seasonal Licensees are required to pay a contribution towards utilities. This contribution is calculated based on several factors including, but not limited to:

- Size of facility;
- Size of club; and
- Hours of use per week.

It should be noted any group occupying a sports pavilion under a licence agreement, except where the occupation is for short term relocation due to Council works, will be liable for the utilities contribution applicable to the specific sports pavilion occupied regardless of category under this policy.

#### **4.5.3. Maintenance**

##### **4.5.3.1. Maintenance responsibilities**

###### **Leased facilities**

Tenants are required to maintain the facility in accordance with the requirements under the lease. Specific maintenance responsibilities will be set out in the lease. The level of maintenance responsibility for the tenant will be based on their rent subsidy eligibility category as detailed in **Schedule 2**.

Specific maintenance schedules for each rent subsidy category as determined under **Schedule 2** are attached as **Schedule 4**. These schedules list which maintenance items within the facility are the tenant's responsibility and which are Council's responsibility.

###### **Licensed facilities**

Licensees are required to keep the facility clean and tidy, report any issues and repair or replace anything broken by the licensee.

##### **4.5.3.2. Maintenance inspection**

Council reserves the right to inspect all council assets each year or more frequently as required.

#### **4.5.4. Length of tenure**

The length of each lease or licence will be negotiated taking into account the particular circumstances of the property and tenant. As a general rule the term offered will not exceed five (5) years however each case will be guided by principles, including but not limited to:

- Capital investment by tenant, consistent with Sporting Facilities Capital Investment Policy
- Long term planning
- Connection between the permitted use and Council Plan
- The extent to which the facility is used for multi-purpose activities.

Where Council grants a lease or licence, Council is likely to renew the agreement provided the following criteria are met:

- Council is satisfied at the expiry of the term that there remains a strong demand for the continuation of the occupants services within the community and that the services meet identified needs;
- The facility is not required by Council for other purposes;
- Council is satisfied that the renewal of the agreement will continue to maximise benefits to the community and/or Council;
- The occupant has not been consistently in breach of its obligations under the existing agreement;
- The grant of any proposed lease is subject to assessment against the Act; and

- The occupant is prepared to enter into a new lease or licence on the terms required by Council.

#### **4.5.5. Use of licence rather than lease**

Council aims to maximise access to and use of community facilities.

Where Council wishes to make a facility available to multiple users, a licence will be the preferred form of agreement as a lease is only used where exclusive occupation is being granted.

#### **4.5.6. Use of facility and occasional hire from tenants**

Leases and licenses will only be available to tenants for approved purposes. Council leases and licenses will include a statement recognising Council's policy of maximising community use and a commitment by the tenant to support shared and multiple use of the facility by community-based organisations.

Certain facilities should also be made available by the tenant for casual hire by other parties where appropriate and where this does not interfere with the primary purpose of the facility or adversely affect the amenity of nearby neighbours. Hiring guidelines will be set out in applicable leases; fees from casual hire are generally payable to the tenant, not to Council.

Where a tenant makes an area of a Council facility available for casual hire, the fees will be consistent with Council's fees and charges set out in Council's Annual Budget.

#### **4.5.7. Hours of use**

The hours of use may be prescribed for all leased or licensed premises.

#### **4.5.8. Sub-leasing or licensing**

Tenants may only sub-lease with Council permission to approved organisations for approved purposes and subject to approved terms and conditions. Generally Council will use the same criteria to assess the sub-lease as are applied to the head lease. The subsidy level of the head tenant will be reviewed when a sub-lease is developed and may be adjusted if the rent is more than cost-recovery.

#### **4.5.9. Rates and taxes**

The tenant shall pay for rates (if charged), and any applicable taxes (including GST and stamp duty), charges and outgoings that are levied on a premises.

#### **4.5.10. Insurance**

Council insures all of its assets fully; tenants are advised to insure their possessions as Council's insurance does not cover these.

Tenants are required to maintain public liability insurance for up to a value determined by Council's risk assessment officer as detailed in the lease or licence documents.

#### **4.5.11. Liquor and gaming licence**

Lease and licence agreements can include a Special Condition allowing a user group to apply for a liquor licence. The granting of consent by Council to obtain a liquor licence will be subject to specific times as determined on an individual basis.

Consent for a gaming licence may be granted for specific fundraising activities only. These will be assessed on a case by case basis.

Council does not support applications for installation of Electronic Gaming Machines in its facilities.

#### **4.5.12. Legal fees**

Council will pay legal costs associated with the establishment of a new lease agreement for community groups. Any independent legal advice and assistance sought by the tenant is at their own cost.

#### **4.5.13. Keys and locks**

All keys should be compatible with the master set held by Council's Infrastructure Services Department, or otherwise be made available to enable Council access to carry out essential maintenance and emergency services. Council will continue its program of installing electronic card access to its facilities.

#### **4.5.14. Planning requirements**

All leases and licenses will encompass the conditions of any issued Planning Permit.

#### **4.5.15. Removal of assets**

The tenant may remove any assets that have been constructed or installed by them during the term of the lease or licence, subject to the premises being returned to Council in its original condition. Any improvement not able to be removed at the end of the lease or licence shall remain in Council ownership.

#### **4.5.16. Capital improvements**

Council retains ownership of capital improvements that cannot be removed unless otherwise specified in the lease or licence.

#### **4.5.17. Nuisance**

Council requires that tenants undertake their permitted activities without adversely impacting on the amenity of nearby neighbours. Council reserves the right to terminate the tenancy or to restrict the use of premises by the tenant and through occasional hire arrangements if this requirement is not adhered to.

#### **4.5.18. Social media**

Council may request that tenants remove any material, considered by Council to be misleading, derogatory or defamatory.

#### **4.5.19. Relocation**

Council will manage, acquire and dispose of property in the best interests of the Boroondara community. Where Council proposes to dispose of, demolish, redevelop or otherwise carry out significant alterations or additions to a property during the term of a lease or licence, Council may terminate the lease or licence with due notice and make available to the tenant a suitable alternative premises.

The lease or licence for the alternative premises will be on no less favourable terms for the duration of the unexpired portion of the current lease or licence.

Council officers will assist in facilitating the relocation for community groups.

#### **4.5.20. Waste disposal**

Tenants will be provided with garbage bins in accordance with Council's annual budget. Any additional bins required by a tenant will be charged at the annual budgeted amount.

Some Category A tenants may be entitled to one hard waste collection per annum. For eligible tenants this will be detailed in the specific maintenance schedule annexed to the lease or licence.

#### **4.5.21. Occupational Health and Safety**

**Leases:** For the purposes of the Occupational Health and Safety Law, tenants will be considered to have sole management and control of the facility and have sole responsibility for ensuring the facility and the means of entering and leaving the facility are safe and without risks to health.

**Licenses:** For the purposes of the Occupational Health and Safety Law, licensees will be considered to have sole management and control of the facility and have sole responsibility for ensuring the facility

and the means of entering and leaving the facility are safe and without risks to health during the permitted hours of use.

**Casual Hire:** For the purposes of the Occupational Health and Safety Law, hirers will be considered to have control of the hired area whilst in occupation and have sole responsibility for ensuring the means of entering and leaving the hired area are safe, secure and without risks to health during the hired period.

Under any of the above arrangements, all tenants, licensees or hirers will be required to notify Council of any observed safety issues.

## 5. Implementation and monitoring

### 5.1. Accountabilities

For all queries or feedback regarding this policy, please use the contact details for the responsible department below.

Contact Department	Contact number	Contact email
Commercial and Property Services	9278 4325	<a href="mailto:Revenue@boroondara.vic.gov.au">Revenue@boroondara.vic.gov.au</a>

## 6. References

### 6.1. Related documents

This policy supports the following Council policies and Local Laws:

- Applications for consent to lodge a Planning Application to place a Telecommunications Facility on Council Land or Council Facilities Policy
- Asset management policy
- Boroondara Community Strengthening Grants Policy
- Capital Assistance for Community Agencies and Services Policy
- City of Boroondara Responsible Gambling Policy
- Community Engagement Policy 2015-2020
- Development and Funding of Sports Ground Pavilions Policy
- Fees and Charges - Reducing and Waiving Guidelines (March 2015)
- Recognising Indigenous Culture and Heritage Policy
- Amenity Local Law
- Smoke-free Areas Local Law
- Sporting Facilities Capital Investment Policy

A number of laws and regulations affect Council leases and licenses, the following are of particular relevance:

- Children's Services Act 1996
- Child Safe Standards
- Crown Land (Reserves) Act 1978
- Local Government Act 1989

- Occupational Health and Safety Act 2004
- Retail Lease Act 2003
- Telecommunications Act 1997

This policy replaces the *Community Facilities Leasing Policy*, adopted by Council 23 October 2006 and amended by Council 12 August 2013.

## 6.2. Definitions

**ABN** means Australian Business Number.

**ATO** means Australian Taxation Office.

**B&PWG** means Building and Property Working Group: This is an internal advisory group consisting of the Chief Executive Officer, directors of Council and key managers across council.

**CPI** means the Consumer Price Index – All Groups Melbourne or if this index is not available or is discontinued or suspended, such other index that represents the rise or fall in the cost of living in Melbourne as the Council reasonably determines.

**DELWP** means Department of Environment, Land, Water and Planning.

**ELT** means Executive Leadership Team: Chief Executive Officer and directors of Council

**Hire agreements** is an agreement granted by the owner for casual, adhoc or a once off occupation of a room or space as defined in the Hire Agreement.

**Lease** is an agreement where the owner grants the Tenant exclusive occupancy of a defined area as set out in the Lease, which includes the whole or part of a building and/or land.

**Licence** is an agreement where the owner grants the Licensee the non-exclusive right to occupy a defined area as set out in the Licence, which includes the whole or part of a building and/or land.

**Licensee** means the occupier of a facility under a Licence agreement.

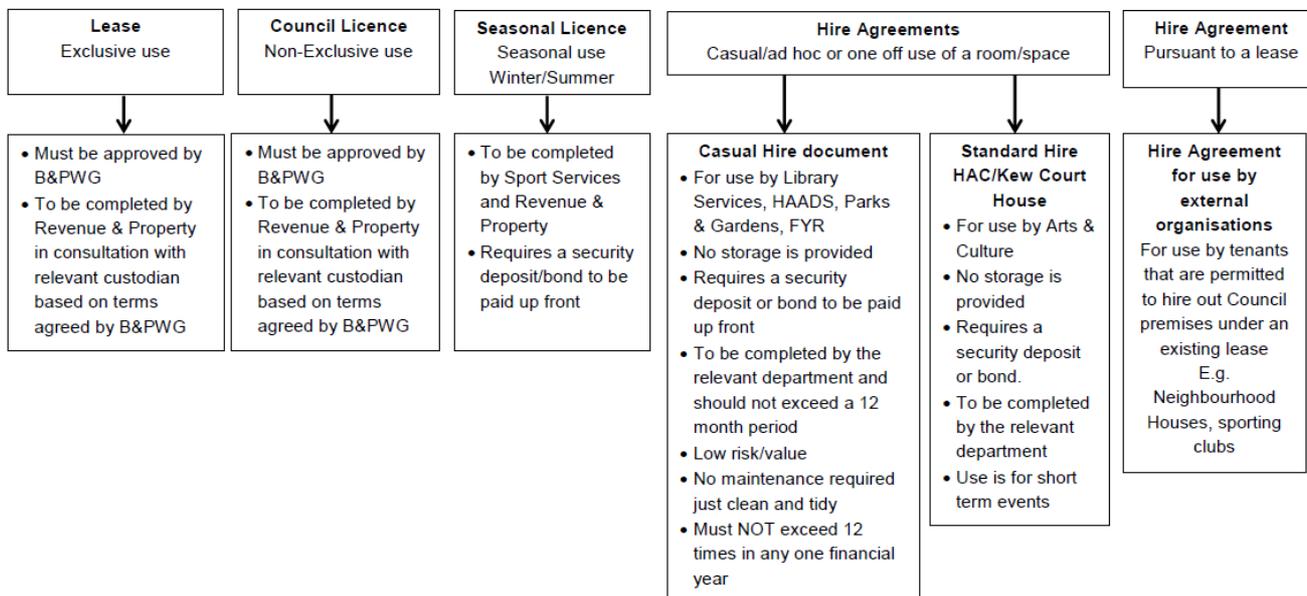
**Market Rental Value** means the rental value of the Premises or Licensed Area as determined by a valuer appointed by Council.

**Seasonal Licence** is an agreement where the owner grants the Licensee the non-exclusive right to occupy a defined area as set out in the Seasonal Licence, which includes the whole or part of a building and/or land, for either the summer season (October through March) or winter season (April through August).

**Tenant** means the occupier of a facility under a Lease agreement.

# Schedule 1 Agreement Types

Documents available for use of Council premises by an external group/person



## Schedule 2 Rent Subsidy Eligibility Criteria

### 1.1 Eligibility

When considering whether a group or organisation is eligible to lease or licence facilities from Council under the terms of this policy compliance with the following criteria will be considered:

- Non-profit organisation under Australian Taxation Office;
- Legal entity registered with Consumer Affairs Victoria;
- Has an Australian Business Number;
- Financially viable, financial statements to be forwarded annually to Council and audited where required;
- Complies with all relevant legislation governing its activities and holds all relevant licenses or registration certificates required to operate;
- Has a committee of management and appropriate governance arrangements;
- Adheres to all City of Boroondara community relevant policies
- Has complied with any previous lease/licence or grant from Council;
- Use will increase social engagement and promote health and well-being of the Boroondara community;
- Has an annual plan for the facility use;
- There are reasonable grounds to believe a need or demand exists for the service or activity to be provided through the facility;
- Facility use is consistent with Council's vision and the goals and strategies outlined in the current Council Plan;
- Proposed use of the facility is suitable for the nature of the site and the neighbourhood;
- The organisation will keep the facility in good repair and undertake maintenance in accordance with the relevant City of Boroondara maintenance schedule; and
- Accessible Fees Policy

\*Organisations offering services which are eligible for the Medicare Rebate will be assessed on the eligibility percentage

### 1.2 Rental Category

To determine the appropriate category groups and organisations will be assessed against criteria listed in one of the four following tables.

#### 1. Category A: Peppercorn (A1 and A2)

Annual rent is \$1 per annum inclusive of GST, upon demand.

The organisation must operate a type of service that has been placed by Council on a "peppercorn rent" list, see **Schedule 3**, and is a Council funded service.

Note: The rental for any space used for any service attracting a Medicare Rebate, will be assessed in accordance with Category D.

## 2. Category B: Community Partnership

Annual rent range:

- Minimum \$104 - maximum \$1,700 per annum inclusive of GST (indexed annually by CPI from 2018).

Rent negotiated within the range based on size, nature and condition of facility.

Indicators of eligibility:

- Limited capacity to generate revenue from use of their facility or activities consistent with the organisational purpose;
- The service or activity is non-discriminatory: it will be open to all residents who meet clearly stated criteria for participation that are directly related to the nature of the service or activity, or geographic catchment area;
- The service or activity is of a sporting or special interest nature meeting community needs.
- Utilisation of, and community access to, the facility will be maximised, including through shared use with other community organisations, and casual hiring arrangements, consistent with any special requirements of the head tenant.
- Undertakes capital development and full maintenance of a specialist facility; such as synthetic playing surface; and
- Run by volunteers

## 3. Category C: Discounted Market Rent

Full market rent with any reduction from this rate to be negotiated based on assessed community benefit and capital contributions made by tenant and the financial viability of the proposal.

Indicators of eligibility:

- A recipient of Government grants (Federal, State or Local) or participant in a Government sponsored funding scheme;
- Provides specialist services that meet evidence based community needs;
- Services to be provided align with Council's Plan and the Boroondara Community Plan;
- Offers some services which are externally funded such as the *National Disability Insurance Scheme* and *Commonwealth Home Support Programme*;
- Accessible client pricing structure;
- Has significant administration resources; and
- Run by paid staff

## 4. Category D: Market Rent

Full market rent.

Indicators of eligibility:

- A State or Federal Government department;
- Provides specialist services that meet evidence based community needs;
- Services to be provided align with Council's Plan and the Boroondara Plan;
- Has significant administration resources;
- Accessible client pricing structure;
- Run by paid staff; and
- Offers services which are eligible for the Medicare Rebate or other Government subsidy that is widely available to other providers, including the for profit sector.

## Schedule 3 Peppercorn Rent Facilities

The facilities listed below have been authorised by Council as ones to which a peppercorn rent may apply, subject to other requirements of the policy. Tenants operating these facilities must also meet all other eligibility criteria as outlined in **Schedule 2** and section 4.2.2 of the policy. All peppercorn rent facilities must be community-managed and operate on a not-for-profit basis. Different maintenance schedules will apply to the different peppercorn categories.

### Peppercorn Rent Category A1

- Family Centre
- Community Centre
- Neighbourhood House
- Community support service
- Senior citizens groups (some may be charged a small fee in accordance with Council's budget dependent upon financial viability)
- University of the Third Age
- Toy Library
- RSL club room
- Historical Societies
- Men's Shed
- Community benefit health and wellbeing support groups
  - e.g.
    - mental health
    - narcotics and substance abuse
    - stroke support
    - alcoholics anonymous

\* If a group is a recipient of State or Federal Funding their eligibility under Peppercorn will be reviewed.

### Peppercorn Rent Category A2

- Child Care Centre: long day care
- Child Care Centre: occasional care
- Kindergarten / pre-school

This schedule will be reviewed annually by 30 June by the responsible director and updated if required to respond to emerging community needs.

Groups and organisations (excluding sporting clubs who will generally be assessed as Category B) not listed above may be considered for Peppercorn rent category on the following criteria.

- Limited capacity to generate revenue from use of their facility or activities consistent with the organisational purpose;
- The service or activity is non-discriminatory: it will be open to all residents who meet clearly stated criteria for participation that are directly related to the nature of the service or activity, or geographic catchment area;
- The service or activity can be accessed by disadvantaged groups, with strategies in place to review and remove any barriers to participation;
- The organisation promotes and supports volunteerism;
- Utilisation of, and community access to, the facility will be maximised, including through shared use with other community organisations, and casual hiring arrangements, consistent with any special requirements of the head tenant; and
- Accessible client pricing structure.

# Schedule 4 Maintenance Responsibilities in line with Rent Subsidy Eligibility Categories

## Category A1: Peppercorn

(Category A1 Peppercorn)

The following definitions apply to this Maintenance Responsibility Schedule:

**Preventative Maintenance, repair & replacement** means any work that must reasonably be carried out by a qualified tradesperson including scheduled servicing and inspections where required. Repair and replacement due to structural defects, and/or age; and approval of any works carried out by agents of the Responsible Party.

**Reactive Maintenance** means any work required to keep the item in good condition. Includes regular checking (ensure equipment is operating) and cleaning. All Work is to be carried out by a qualified tradesperson; includes replacement as a result of wilful damage. The Responsible Party must approve any replacements that occur as a result of damage.

**Report** means that the Tenant must inform Council in writing as soon as practicable of the existence of damage so that Council may make arrangements to repair it if it is Council's responsibility under the schedule.

**\*\*No reimbursements will be provided to the Tenant unless replacements are approved by Council prior to works being undertaken.**

Item	Tenant Responsibility	Council Responsibility
1. Air conditioning Heating Systems	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
2. Alarm Systems	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
3. Ceilings, walls and skylights (internal)	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
4. Cooking and refrigeration equipment - Council owned	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
5. Curtains, Drapes & Blinds	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
6. Doors (including cupboard doors) and hardware	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
7. External Shell includes external walls	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
8. Electrical wiring, switchboard, power points, switches, and light fittings	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
9. Essential Services <ul style="list-style-type: none"> <li>Automatic doors</li> <li>Fire alarms</li> <li>Fire blankets</li> <li>Fire extinguishers</li> <li>Lifts (Passenger &amp; Goods)</li> <li>Lighting (Emergency &amp; Exit)</li> <li>Smoke alarms and detectors</li> <li>Fire sprinkler systems</li> </ul>	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
10. Evacuation plans	<ul style="list-style-type: none"> <li>Update and replace as required</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
11. External furniture	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
12. External and Security Lighting	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
13. Fences	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
14. Floor surfaces and coverings	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
15. Fly screens	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
16. Food handling areas & Storage	<ul style="list-style-type: none"> <li>To keep all areas in a clean and hygienic state in accordance with food handling regulations</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>

Item	Tenant Responsibility	Council Responsibility
17. Glass (Internal/External) and windows	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
18. Graffiti Removal	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
19. Gutter Cleaning	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>4 times per annum in accordance with Council's scheduled cleaning</li> </ul>
20. Grounds (including landscape features)	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
21. Hard Waste Collection (Not available to tenants)	<ul style="list-style-type: none"> <li>Tenant is entitled to book one (1) only collection per Financial Year</li> <li>Tenant must comply with Council's collection guidelines. <a href="https://www.boroondara.vic.gov.au/waste-environment/hard-waste">https://www.boroondara.vic.gov.au/waste-environment/hard-waste</a></li> </ul>	<ul style="list-style-type: none"> <li>Collect one (1) only booked Hard Waste Collection per Financial Year</li> </ul>
22. Intercom Systems	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
23. Keys, locks, electronic access	<ul style="list-style-type: none"> <li>Report</li> <li>Additional keys/cards</li> <li>Replacement due to lost or broken keys/cards</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
24. Painted surfaces	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
25. Permanent Fixtures including: hot water service, inbuilt cupboards, bench tops, sinks, boiling hot water units, filtered water units, stoves, kitchen exhausts/canopies, shelving and joinery units, bench tops, tiling, ceiling fans, basins and vanity units, etc	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
26. Pest Control	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
27. Plumbing such as blocked sewerage storm water and plumbing fixtures such as taps, toilet pans, cisterns, seats, shower heads, traps (including grease), pipes, etc.	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
28. Roofing, Roof leaks including skylights, Spouting and down pipes	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
29. Signage	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
30. Specialist ground surface and equipment (eg playground equipment, synthetic playing surface)	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
31. Tag testing and globe replacement	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
32. Telecommunications systems (fax, photocopier, telephones)	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
33. Trees	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
34. Water tanks	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>

## Category A2: Peppercorn

(Category A2 Peppercorn)

The following definitions apply to this Maintenance Responsibility Schedule:

**Preventative Maintenance, repair & replacement** means any work that must reasonably be carried out by a qualified tradesperson including scheduled servicing and inspections where required. Repair and replacement due to structural defects, and/or age; and approval of any works carried out by agents of the Responsible Party.

**Reactive Maintenance** means any work required to keep the item in good condition. Includes regular checking (ensure equipment is operating) and cleaning. All Work is to be carried out by a qualified tradesperson; includes replacement as a result of wilful damage.

**\*\*No reimbursements will be provided to the Tenant unless replacements are approved by Council prior to works being undertaken.**

**Report** means that the Tenant must inform Council in writing as soon as practicable of the existence of damage so that Council may make arrangements to repair it.

Item	Tenant Responsibility	Council Responsibility
1. Air conditioning Heating & Systems.	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
2. Alarm Systems (Local Alarm)	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility except if installed by Council</li> </ul>
3. Ceilings, walls and skylights (internal)	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
4. Cooking and refrigeration equipment - Council owned	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
5. Curtains, Drapes and Blinds (excludes electronic blinds/shutters)	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
6. Doors (including cupboard doors) and hardware	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
7. Electrical wiring, switchboard, power points, switches and light fittings, data etc.	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
8. Essential Services <ul style="list-style-type: none"> <li>Automatic doors</li> <li>Fire alarms</li> <li>Fire blankets</li> <li>Fire extinguishers</li> <li>Lifts (Passenger &amp; Goods)</li> <li>Lighting (Emergency &amp; Exit)</li> <li>Smoke alarms and detectors</li> <li>Fire sprinkler systems</li> </ul>	<ul style="list-style-type: none"> <li>Report</li> <li>Replacement of missing equipment due to negligence</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
9. Evacuation plans	<ul style="list-style-type: none"> <li>Update and replace as required</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
10. External furniture	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
11. External and Security Lighting	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
12. External Shell includes external walls,	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>

Item	Tenant Responsibility	Council Responsibility
13. Fences	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
14. Floor surfaces and coverings	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
15. Food handling areas	<ul style="list-style-type: none"> <li>To keep all areas in a clean and hygienic state and in accordance with food handling regulations</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
16. Glass (Internal/External) and windows	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
17. Graffiti Removal	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
18. Grounds (including landscape features)	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
19. Gutter Cleaning	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
20. Hard Waste Collection (Not available to all tenants)	<ul style="list-style-type: none"> <li>Tenant is entitled to book one (1) only collection per Financial Year</li> <li>Tenant must comply with Council's collection guidelines. <a href="https://www.boroondara.vic.gov.au/waste-environment/hard-waste">https://www.boroondara.vic.gov.au/waste-environment/hard-waste</a></li> </ul>	<ul style="list-style-type: none"> <li>Collect one (1) only booked Hard Waste Collection per Financial Year</li> </ul>
21. Intercom Systems (Council installed)	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
22. Keys, locks, electronic access	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> <li>Additional keys/cards</li> <li>Replacement due to lost or broken keys/cards</li> </ul>	<ul style="list-style-type: none"> <li>Replace due to end of life</li> </ul>
23. Painted surfaces	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
24. Permanent Fixtures including: inbuilt cupboards, bench tops, sinks, boiling hot water units, filtered water units, stoves, kitchen exhausts/canopies, shelving and joinery units, bench tops, tiling, ceiling fans, basins and vanities, etc	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
25. Pest Control	<ul style="list-style-type: none"> <li>Preventative Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
26. Plumbing such as blocked sewerage, storm water and plumbing fixtures such as taps, toilet pans, hot water service, cisterns, seats, shower heads, traps (including grease), pipes, etc	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
27. Roofing and Roof leaks skylights, Spouting, gutter and downpipes	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
28. Signage (Council)	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair Alter and/or add subject to Council approval</li> </ul>	<ul style="list-style-type: none"> <li>Replace due to end of life</li> </ul>

<b>Item</b>	<b>Tenant Responsibility</b>	<b>Council Responsibility</b>
29. Specialist ground surface and equipment (eg playground equipment, synthetic playing surface)	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility.</li> </ul>
30. Tag testing & globe replacement	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
31. Telecommunication systems (fax, photocopier, telephones)	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
32. Thermostatic mixing valves	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
33. Trees	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>
34. Water tanks (Council installed)	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>Annual inspection</li> </ul>
35. White Goods including refrigerator, microwave, washing machine, clothes dryer, dishwasher, food processors, etc	<ul style="list-style-type: none"> <li>Preventative Maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>

## Category B: Community Partnership

### Category B Partnership

The following definitions apply to this Maintenance Responsibility Schedule:

**Preventative Maintenance, repair** means any work that must reasonably be carried out by a qualified tradesperson including scheduled servicing and inspections where required, repair faults and cleaning.

**Reactive Maintenance** means any work required to keep the item in good condition. Includes regular checking (ensure equipment is operating) and cleaning. All Work is to be carried out by a qualified tradesperson.

**Council will replace** any item required as a result of structural defects, fault and/or age. It does not include replacements required as a result of willful damage.

**\*\*No reimbursements will be provided to the Tenant unless replacements are approved by Council prior to works being undertaken.**

**Tenant must replace** any item required as a result of wilful damage or neglect.

**Report** means that the Tenant must inform Council in writing as soon as practical of the existence of damage so that the Council may make arrangements to repair it.

#### Reporting Requirements:

1. Tenant must as soon as practical, report in writing by email, fax or letter, any issues that may require Council's attention.
2. Significant works, whether Council or Club responsibility should be reported to Council in writing for record purposes.
3. Where Council has full responsibility, clubs are to report any problems for Council's consideration.

#### Insurance Claims:

Where items are subject to an insurance claim, responsibility will be determined by Council officers on a case by case basis.

Item	Tenant Responsibility	Council Responsibility
1. Air conditioning & Heating Systems	<ul style="list-style-type: none"> <li>• Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>• Replace where Council supplied and still covered under warranty</li> </ul>
2. Alarm/Security Systems <sup>1</sup>	<ul style="list-style-type: none"> <li>• Preventative Maintenance and repair</li> <li>• Inform Council of Access Code</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility.</li> </ul>
3. Appliances (fixed) and Fixtures - including, but not limited to, ceiling fans, basins, taps, toilet pans, cisterns, seats, shower heads, hand dryers, vanities, soap dispensers, cooktop, oven, range hood/exhausts, dishwasher and hot/cold water units.	<ul style="list-style-type: none"> <li>• Preventative Maintenance and repair</li> <li>• Must be compliant with relevant health legislation and food permits</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility unless provided by Council and still covered under the warranty.</li> </ul>
4. Appliances (not fixed) - including refrigerator, microwave, food processors and other cooking/preparation equipment. <sup>2</sup>	<ul style="list-style-type: none"> <li>• Preventative Maintenance and repair</li> <li>• Must be compliant with relevant health legislation and food permits</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>

<sup>1</sup> Installation of new alarm or security system must have Council's prior approval

<sup>2</sup> Kitchen appliances to be in accordance with Council's Sustainable Buildings Policy

Item	Tenant Responsibility	Council Responsibility
5. Audio visual Equipment	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
6. Building - External shell includes external walls, roof, barge boards and underfloor access	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
7. Building - Internal shell, includes ceilings, walls and skylights, toilet/shower partitions, joinery	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
8. Curtains, Drapes & Blinds	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
9. Doors and Closures - Internal including cupboard doors and hardware	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
10. Doors - External	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
11. Electrical wiring to switchboard, power points, switches, light fittings and data	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>Replace<sup>3</sup></li> </ul>
12. Essential Services <ul style="list-style-type: none"> <li>Automatic doors</li> <li>Fire alarms</li> <li>Fire blankets</li> <li>Fire extinguishers</li> <li>Lifts (Passenger &amp; Goods)</li> <li>Lighting (Emergency &amp; Exit)</li> <li>Smoke alarms and detectors</li> <li>Fire sprinkler systems</li> </ul>	<ul style="list-style-type: none"> <li>Report,</li> <li>Replacement of used or missing equipment</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
13. Evacuation plans	<ul style="list-style-type: none"> <li>Update and replace as required,</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
14. Fences and Gates	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
15. Fences - boundary fences common to neighbouring properties.	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>Half cost of repair &amp; replacement with neighbour(s) where defects due to structural issues or end of life.</li> </ul>
16. Floor surfaces and coverings	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
17. Fly screens	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
18. Food handling areas <sup>4</sup>	<ul style="list-style-type: none"> <li>To keep in a clean and hygienic state in accordance with the food handling regulations</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
19. Garbage	<ul style="list-style-type: none"> <li>Ensure garbage is placed in the appropriate bin.</li> <li>Place bins on verge the night prior to collection.</li> <li>Remove emptied bins from the verge on the day of collection.</li> </ul>	<ul style="list-style-type: none"> <li>Supply standard household waste and recycling bins for club use as per Council budget allocation.</li> </ul>
20. Gardens	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
21. Garden irrigation system	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>

<sup>3</sup> Except where deemed to be due to unauthorised works, wilful damage or inappropriate use

<sup>4</sup> Contact Council's Health Services department for site specific requirements.

Item	Tenant Responsibility	Council Responsibility
22. Glass including windows (Internal or External)	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
23. Gutter cleaning	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
24. Gutters and storm water drains	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
25. Graffiti	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
26. Grounds (including landscape features and external furniture)	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
27. Hoists (lifting assistance devices)	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
28. Intercom Systems	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility.</li> </ul>
29. Keys, locks electronic access	<ul style="list-style-type: none"> <li>Report</li> <li>Additional keys/cards</li> <li>Replacement due to lost or broken keys/cards</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
30. Lighting - External and security lighting <sup>5</sup>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
31. Lighting - Internal	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
32. Lighting - Training lights	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
33. Painted surfaces	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
34. Paths	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
35. Paved areas	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
36. Pest Control	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
37. Playground equipment	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>Audit to ensure compliance with current playground equipment standards.</li> </ul>
38. Plumbing issues such as blocked sewerage, storm water drains, pits, downpipes, water leaks	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility except if structural damage due to storm damage, age or tree roots</li> <li>Subject to Council inspection and consideration</li> </ul>
39. Retaining walls within fenced/leased area (includes those associated with the club infrastructure)	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
40. Retaining walls where there is unrestricted community access	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
41. Roller Shutters	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility, unless structural issue or where Council supplied and still covered under warranty</li> </ul>

<sup>5</sup> Additional security lighting will be subject to Council approval based on demonstrated need

<b>Item</b>	<b>Tenant Responsibility</b>	<b>Council Responsibility</b>
42. Roofing, roof leaks, skylights, spouting and downpipes	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
43. Sanitary Bins	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
44. Shrubs & Plants	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
45. Signage - Internal to leased area	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> <li>Seek Council approval to modify or install signage</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility for club and sponsorship signage.</li> <li>Replacement of Council compliance signage as required.</li> </ul>
46. Sports/playing surfaces and associated infrastructure	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility.</li> </ul>
47. Stairs - internal & external	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
48. Storm Damage	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
49. Telecommunications systems (computer, fax, photocopier, telephones, aerials & satellite dishes)	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
50. Thermostatic Mixing Valves	<ul style="list-style-type: none"> <li>Yearly inspection by regular plumber</li> </ul>	<ul style="list-style-type: none"> <li>Replace</li> </ul>
51. Trees	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>
52. Water tanks and associated pumps and pipes for external use	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
53. Water tanks and associated pumps and pipes for indoor eg toilets	<ul style="list-style-type: none"> <li>Reactive Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Preventative Maintenance and repair</li> </ul>

## Category C: Discounted Market Rent

### Category D: Market Rent

The following definitions apply to this Maintenance Responsibility Schedule:

**Preventative & reactive maintenance, repair & replacement** means any work that must reasonably be carried out by a qualified tradesperson including scheduled servicing and inspections where required, repair faults and cleaning; Replacement due to structural defects, and/or age; and approval of any works carried out by agents of the Responsible Party.

**Replace** means item replacement required as a result of structural defects, fault and/or age. It does not include replacements required as a result of willful damage.

**\*\*No reimbursements will be provided to the Tenant unless replacements are approved by Council prior to works being undertaken.**

**Report** means that the Tenant must inform Council in writing as soon as practical of the existence of damage so that the Council may make arrangements to repair it.

#### Reporting Requirements:

1. Tenant must as soon as practical, report in writing by email, fax or letter, any issues that may require Council's attention.
2. Significant works, whether Council or Club responsibility should be reported to Council in writing for record purposes.
3. Where Council has full responsibility, clubs are to report any problems for Council's consideration.

#### Insurance Claims:

Where items are subject to an insurance claim, responsibility will be determined by Council officers on a case by case basis.

ITEM	TENANT RESPONSIBILITY	COUNCIL RESPONSIBILITY
1. Air conditioning, Heating Systems	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
2. Alarm Systems	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
3. Automatic Doors	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
4. Ceilings, walls and skylights (internal)	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
5. Cooking and refrigeration equipment	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
6. Curtains, Drapes & Blinds	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
7. Doors (including cupboard doors) and hardware	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
8. Electrical wiring, switchboard, power points, switches, globes and light fittings, etc	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
9. Essential Services <ul style="list-style-type: none"> <li>• Emergency and Exit lighting</li> <li>• Fire extinguishers</li> <li>• Fire Alarm</li> <li>• Smoke detectors</li> <li>• Sprinkler Systems</li> </ul>	<ul style="list-style-type: none"> <li>• Report,</li> <li>• Replacement of used or missing equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>
10. Evacuation plans	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
11. External and Security Lighting	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>

ITEM	TENANT RESPONSIBILITY	COUNCIL RESPONSIBILITY
12.External Shell includes external walls,	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>Replace</li> </ul>
13.Fences	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
14.Floor surfaces and coverings	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
15.Fly screens	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
16.Food handling areas	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
17.Glass (Internal/External)	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
18.Graffiti Removal	<ul style="list-style-type: none"> <li>Report</li> </ul>	<ul style="list-style-type: none"> <li>Remove</li> </ul>
19.Grounds, Lighting and other outside Fixtures	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
20.Gutters	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
21.Intercom and PA System	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
22.Keys, locks	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
23.Lifts	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
24.Painted surfaces	<ul style="list-style-type: none"> <li>Paint at programmed intervals</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
25.Permanent Fixtures including: hot water service, inbuilt cupboards, bench tops, sinks, boiling hot water units, filtered water units, stoves, kitchen exhausts/canopies, shelving and joinery units, bench tops, tiling, ceiling fans, basins and vanities, etc	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
26.Pest Control	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
27.Plumbing such as blocked sewerage, storm water and plumbing fixtures such as taps, toilet pans, cisterns, seats, shower heads, traps including grease), pipes, etc.	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
28.Roofing, Roof leaks, skylights, spouting and downpipes	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>
29.Signage	<ul style="list-style-type: none"> <li>Preventative &amp; reactive maintenance, repair &amp; replacement Alter and/or add subject to Council approval</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility</li> </ul>

ITEM	TENANT RESPONSIBILITY	COUNCIL RESPONSIBILITY
30. Telecommunication systems (fax, photocopier, telephones)	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
31. White Goods including refrigerator, washing machine, clothes dryer, dishwasher, food processors, etc	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>
32. Windows	<ul style="list-style-type: none"> <li>• Preventative &amp; reactive maintenance, repair &amp; replacement</li> </ul>	<ul style="list-style-type: none"> <li>• No responsibility</li> </ul>

# Attachment 1 Casual Hire Agreement Form

## CASUAL HIRE AGREEMENT



Hire Details			
Council:	Boroondara City Council of 8 Inglesby Road Camberwell, VIC ABN: 83 441 314 965		
Department:			
Hirer: <small>Person, group, business, etc</small>			
Contact name: <small>If Hirer is not an individual</small>			
ABN: <small>If Hirer is a business</small>			
Address:			
Phone:	BH:	AH:	M:
Email Address:			
Purpose of Hire:			
Liquor licence: <small>Conditions apply</small>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Maximum number of people using Hired Area:	
Hired Area:			
Booking Date(s):			
Booking Times:	From:	To:	Total hours:
Hire Fee: <small>(including GST) clause 1</small>	\$	Bond: <small>clause 2</small>	\$
Insurance required: <small>clause 5.1</small>	Public Liability Insurance policy \$10 million <small>Required for business or third party</small>		<input type="checkbox"/> (tick if applicable)
<b>Total Fee Payable:</b>	\$		

# CASUAL HIRE AGREEMENT



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## Execution and Acknowledgement

**Signed by or on behalf of the Hirer:**

The Hirer confirms that:

- the Hirer has read, understood and accepts the terms and conditions set out in this Agreement;
- if the Hirer is a business or organisation [not an individual], the signatory is responsible for ensuring that the Hirer, its employees, members and invitees understand and comply with the terms and conditions set out in this Agreement.

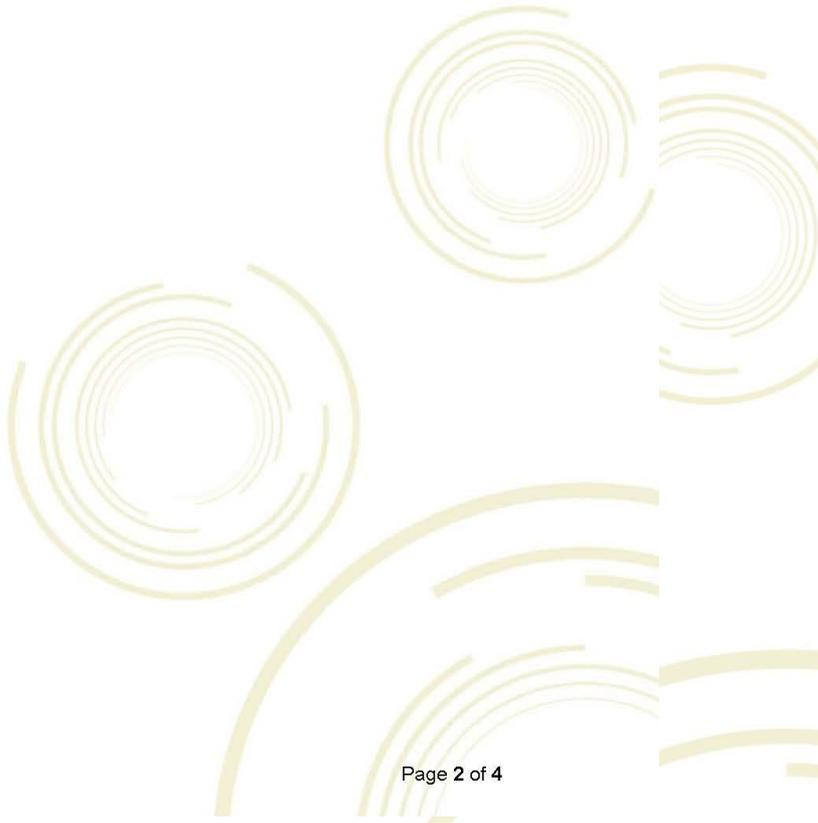
..... Dated .....

Signed

.....  
Print Name

.....  
Name of Organisation (if applicable)

.....  
Position within Organisation (if applicable)



## CASUAL HIRE AGREEMENT



Council offers this licence subject to these Hire Terms and Conditions:

### 1. Grant of Licence

In consideration of the Hirer paying the Hire Fee to Council, Council grants to the Hirer a licence to use the Hired Area on the Booking Date, during the Booking Times subject to the terms and conditions of this Agreement.

### 2. Bond

- 2.1. The Hirer must pay the Bond to Council before the Booking Date.
- 2.2. If the Hirer breaches any of its obligations under this Agreement, Council may use any amount of the Bond to compensate Council for any loss suffered by Council as a result of the breach.
- 2.3. Council will refund the Bond to the Hirer after the Booking Date, minus any amount required to repair or clean the Hired Area, or recover any costs incurred due to a breach of this Agreement by the Hirer.

### 3. Use of Hired Area

- 3.1. The Hirer must only use the Hired Area for the Purpose specified in the Hire Details.
- 3.2. The Hirer must only use the Hired Area on the Booking Date(s) and during the Booking Times specified in the Hire Details.
- 3.3. The Hirer must not damage any part of the Hired Area, or allow any other person to do so.
- 3.4. The Hirer must not do anything in connection with the Hired Area which may cause a nuisance or interfere with any other person, or which may prejudice any insurance effected in respect of the Hired Area.
- 3.5. The Hirer must not permit any person to smoke in the Hired Area.
- 3.6. The Hirer must not sell any alcohol or allow any alcohol to be consumed in the Hired Area unless a valid liquor licence has been obtained, and the prior written consent of Council has also been obtained.
- 3.7. Council and its authorised representatives may enter and remain in the Hired Area at any time.
- 3.8. The Hirer must return to Council all keys to the Hired Area, and any written security codes.
- 3.9. The Hirer must not permit the number of the people in the Hired Area at any one time to exceed the maximum number of people specified in the Hire Details.
- 3.10. The Hirer must comply with all requirements of, and all directions given by, Council when using the Hired Area.
- 3.11. The Hirer shall be solely responsible at its own cost for making all arrangements for the supervision of the Hired Area, public safety and the provisions of adequate security staff.
- 3.12. The Hirer must not interfere, misuse or overload any services running through or servicing the Hired Area and must comply with any requirements of Council with respect to such services.
- 3.13. The Hirer must have a fully executed Agreement in their possession when occupying the Hired Area.

### 4. Termination

- 4.1. Council may terminate this Agreement at any time. Upon termination Council will repay to the Hirer any Hire Fee previously paid by the Hirer in respect of any occupation period which has not yet passed, less any amounts which the Hirer owes to Council under this Agreement.

## CASUAL HIRE AGREEMENT



- 4.2. If the Hirer terminates this Agreement:
  - 4.2.1. between 10 and 20 days prior to the Booking Date, an amount up to 50% of the Hire Fee and Bond will be forfeited to Council;
  - 4.2.2. less than 10 days prior to the Booking date, the Hire Fee and Bond will be forfeited to Council.
- 4.3. At the end of the Hirer's occupation of the Hired Area, the Hirer must leave the Hired Area clean and tidy, including removing all rubbish and return it to the same condition it was in prior to the period of occupation.
- 4.4. The Hirer acknowledges and agrees that Council is not responsible or liable for any personal property left in the Hired Area at the end of the Hirer's occupation.
5. **Insurance**
  - 5.1. If the Hirer is a business, or is using the Hired Area for revenue raising, sporting uses or a similar purpose, the Hirer must maintain insurance for public liability in the amount of \$10 million concerning one single event (or such greater sum as reasonably required by Council).
  - 5.2. If the Hirer is a private or personal hirer the Hirer must ensure that any third party accessing the Hired Area has effected the insurance described in clause 5.1
6. **Compliance with occupational health and safety laws**
  - 6.1. The Hirer must comply with the *Occupational Health and Safety Act 2004 (Vic)* and any other occupational health and safety law, regulation or by-law that applies to the Hirer's use of the Hired Area,
  - 6.2. The Hirer must not cause Council to be in breach of the *Occupational Health and Safety Act 2004 (Vic)* through the Hirer's acts or omissions.
  - 6.3. The Hirer must notify Council if it becomes aware of the existence of a potential health and safety issue in relation to the Hired Area.
7. **Indemnity**
  - 7.1. The Hirer indemnifies Council against all claims, demands, actions, loss and liability in connection with the Hirer's hire and use of the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.
  - 7.2. The Hirer indemnifies Council against all claims, demands, actions loss and liability in connection with any third party accessing the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.
8. **Disclaimer**
  - 8.1. The Hirer hires and uses the Hired Area at the Hirer's own risk, and releases Council from all claims, liability and loss in connection with the Hirer's hire and use of the Hired Area.
  - 8.2. The Hirer agrees and acknowledges that Council makes no warranty or representation to the Hirer about the condition of the Hired Area, or its suitability for the Purpose of Hire.
  - 8.3. The Hirer acknowledges that they have inspected the Hired Area and warrants that the Hired Area is suitable for the Hirer's purpose.