

## 1 Introduction

The City of Monash is the custodian of land and buildings on behalf of the Monash community. The purpose of a leasing and licensing policy is to ensure that Monash has a consistent, equitable and transparent approach before entering into a formal agreement with community groups and other organisations to occupy Council facilities and provide a service to the community.

The policy will provide the guiding principles that will assist in the effective management and use of Council's buildings and land so as to maximise the return to Council and benefit to the community.

This policy will:

- direct and assist departments on the selection or review of Tenants and Licensees and provide guidance as to the most appropriate agreement that should be used
- assist Departments to undertake the appropriate assessments of community groups before entering into any agreement with them
- provide guidance on the setting of a Rent or Licence Fee for community groups that is fair and allows for equitable access to Council facilities. Rental for commercial organisations will be negotiated according to the market rental for each facility.
- ensure that Council owned facilities are optimised and managed appropriately, which reflects the expectations of both Monash Council and the community.

## 2 Scope of Policy

This Policy applies to all Council owned facilities and land, including Crown Land where Council is the designated Committee of Management where an occupancy agreement is to be offered to community groups, sporting and cultural organisations or commercial occupants.

The Policy extends to the following groups and Council owned facilities:

- Community Centres
- Early Childhood Education and Care Services
- Historical Societies
- Neighbourhood Houses
- Scout and Guide Halls
- Sport and recreation facilities

- Casual and regular hirers of community halls
- Facilities on Crown Land managed by Council as Committee of Management
- Facilities on Council land

This Policy does not apply to premises that are *exclusively* occupied by Council operated services (eg Library, MYFS, MCH etc).

### 3 Guiding Principles

Council provides a range of facilities for use by the public and community groups. These uses will enhance the wellbeing and quality of life for residents and visitors to the municipality. Some of these facilities are also at times occupied by commercial organisations.

The purpose of this Policy is:

- to maximise the benefit of Council's facilities to community groups, and
- to maximise the commercial return to Council of its commercial assets as appropriate and depending on individual circumstances.

This Policy incorporates the following Community Infrastructure Guiding Principles which are to be used during the process of selecting a suitable Tenant and determining the appropriate conditions of use of Council's facilities by community organisations:

- *Prioritising the use of community infrastructure for the delivery of services that directly benefit the local community and maximise the participation of Monash residents;*
- *Ensuring that Council's community infrastructure will be sustainable, flexible and able to be adapted over the lifetime of a building through optimum utilisation of facilities based on compatible and complementary co-location, clustering and multi-usage;*
- *Sound financial and cost management, including affordable, equitable and accountable standards for group use contributions based upon service type classification; and*
- *Supporting identified and emerging needs of the community through flexible and multi-functional use arrangements enabling accessibility for residents irrespective of age, gender, ability, socio-economic circumstances, geographic location, religious beliefs, cultural and linguistic diversity, gender diversity and sexual orientation.*

Council plays an important role in promoting and protecting the health and wellbeing of its residents and ratepayers. In 2016, Monash City Council adopted the Public Health 'Approach to Gambling Policy' which was put in place to address the concern about the harmful impact of gambling in our community. The Public Health 'Approach to Gambling Policy' includes a policy priority in respect of the use of Council resources and facilities for gambling purposes:

#### **POLICY PRIORITY 4:**

##### **The use of Council Resources and Facilities for Gambling Purposes**

- 4.1** Council will not support any application for Electronic Gaming Machines (EGMs) on Council owned or managed land.
- 4.2** Gambling advertising and gambling activity:

- 4.2a.** Through its Leasing and Licensing Policy, Council will not permit gambling activity, promotion or advertising in Council-owned facilities. This pertains to sports betting, online gambling and poker machines
  - 4.2b.** Council will not permit community groups or sporting clubs to advertise or promote gambling-related activity at local venues or via online gambling agencies;
  - 4.2c.** Council will encourage sporting clubs and community groups to promote Gambler's Help services in their facilities to patrons.
- 4.3** Council staff will not run Council and community events, activities, programs and social outings in venues that have EGMs.
  - 4.4** Through the Monash Community Grants Program, Council will not fund community groups who meet in venues that have EGMs.
  - 4.5** Council will not provide community grants, funding, sponsorship, Council facilities, publicity or promotion for community groups/organisations that promote gambling. All relevant Council guidelines will align with this policy position.
  - 4.6** Council will not support community groups participating in gambling activity and will seek to increase the awareness of community groups to the harms of gambling through information provision and referral to non-gambling community activities and services.

To further strengthen Council's position in reducing gambling related harm, the Lease and Licence Policy will extend to prohibit the promotion or advertising of a venue that houses any gambling activity including (but not limited to) sports betting, online gambling and poker machines at all Council owned facilities. That is, if a venue contains multiple activities and/or services, and one of these is gambling related, that venue cannot be promoted at a Council facility.

This Policy incorporates the following guiding principles which support the Public Health Approach to Gambling Policy Statement:

- Selection of Tenants and Licensees whose vision compliments or is consistent with Council goals, plans, strategies and policies, including Monash's Public Health Approach to Gambling Policy Statement;
- Prohibiting the Tenant or Licensee to apply for a licence for the installation of gaming machines under the Tenant's occupancy agreement; and
- Prohibiting any forms of gambling activity, promotion or advertising in or on Council-owned facilities under the Tenant's occupancy agreement. Gambling activity includes, but is not limited, to sports betting, lotto, casino games.

Council's aim is to ensure the responsible management of community assets through the careful selection of Tenants and Licensees. This is made evident by providing clear direction on the use of facilities through appropriate clauses in occupancy agreements which supports Council's duty of care to not willingly expose anyone involved to harm from gambling.

## 4 Legislative and Council Requirements

A number of laws and regulations and Council policies and plans affect Council leases and licences. The following are of relevance:

### 4.1 Laws and Regulations

- Local Government Act 1989
- Local Government (General) Regulations 2004
- Community Laws (Local Laws)
- Retail Leases Act 2003 (Amended)
- Retail Leases Regulations 2003
- Occupational Health and Safety Act 2004
- Residential Tenancies Act 1997
- Planning and Environment Act 1987
- Health Act 1958
- Education and Care Services National Law Act 2010 and related Regulations (2014)
- Telecommunications Act 1997
- Crown Land (Reserves) Act 1978

### 4.2 Council Plan, Strategies and Policies, Fees and Charges

- Monash Community Infrastructure Plan
- Monash Council Plan
- Public Health Approach to Gambling Policy Statement
- Active Monash Fees and Charges
- Council Fees and Charges

## 5 Definitions

In this Policy, the following definitions apply:

**Client Manager** is the Council Officer who is responsible for negotiating the terms and conditions of the Lease or Licence with the community group. They are also responsible for the management of the Tenant or Licensee for the duration of the Lease or Licence.

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

**Fixtures** are items that are attached to the building or land and cannot easily be removed from the Premises. Examples include central heating systems, air conditioning units affixed to the wall, kitchen units, stoves, dishwashers, solar panels and water tanks.

**Fittings** also known as chattels, are items that are freestanding and retain their independence from the building or land and are capable of being removed. Examples include refrigerators, microwaves, furniture etc.

**Incorporated Association** means a club or community group, operating not-for-profit, whose members have decided to give their organisation a formal legal structure.

**Lease** is an agreement where the owner grants the Tenant the right to **exclusive** occupancy of a defined area ("Leased Area") as set out in the Lease, which may include the whole or part of a Council building and/or land, usually in return for payment of rental, outgoings and agreed maintenance responsibilities by the Tenant.

**Licence** is an agreement where the owner grants the Licensee the *non-exclusive* right to occupy a defined area (“Licensed Area”) as set out in the Licence, which may include the whole or part of a Council building and/or land, usually in return for payment of a licence fee, outgoing and agreed maintenance responsibilities.

**LGA** means the *Local Government Act 1989*.

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

**Not for Profit (NFP)** means an organisation that does not operate for the profit, personal gain or other benefit of particular people. They can vary in size, from small groups who may rely on volunteers and the receipt of grants, donations or fundraising, to larger organisations who are well funded by membership fees and programs as the principal source of income and may supplement this income with trading activities. Large and successful NFPs comprise paid employees and other staff including managers and executives.

**Outgoings** means Council rates, taxes and other levies (eg Fire Levy) assessed against the property.

**RLA** means the *Retail Leases Act 2003*.

**Services** means all services in connection with the property, including electricity, gas, water and telephone charges.

**TCA** means the *Telecommunications Act 1997*.

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

## 6 Goals

The objective of this Leasing and licensing Policy is to provide a framework for:

- ensuring that there is an appropriate review of Tenants and Licensees prior to entering into any agreement allowing them to occupy a Council facility;
- optimising the occupancy of Council assets where possible through shared use by multiple Tenants and Licensees;
- ensuring that the asset meets the needs of the Tenant by undertaking a review of the facility; and
- a consistent approach when entering into agreements for Tenants and Licensees to occupy Council facilities

## 7 Tenant/Licensee Categories and Fee Structure

Tenants and Licensees have been grouped into categories which determine the fee structure and obligations which will apply to the Tenant when entering into an agreement. These costs and obligations include the payment of Rent or a Licence Fee, the payment of outgoing and services (such as Council rates, taxes, electricity, water, gas and telephone where appropriate) and undertaking maintenance obligations and associated costs.

The fees set by Council reflect the cost of maintaining and servicing Council facilities and represent a portion of the costs incurred by Council in relation to these facilities.

Subsidies will apply to community groups which support activities that assist in meeting Council's Strategic Plan. The fee structure and associated costs and other obligations is attached to Annexure A of this agreement and it is proposed that these are reviewed on an annual basis. After approval of this Leasing Policy, the new Fee Structure will apply as follows:

- Upon new Tenants and Licensees entering into an agreement;
- When an existing agreement has expired and the current Tenant seeks to enter into a new agreement; and
- Upon the Tenant exercising their option to renew under their existing agreement, when a new agreement can be prepared.

The general principles of the Fee Structure and other financial obligations which apply to the Tenant categories are set out below.

The Client Manager and contact information for each of the Tenant categories set out below is provided in Annexure E of this Policy.

## **7.1 Group A – Not for Profit Community Groups**

Community groups in this category service the community and are available to all Monash residents. Although they are locally based they may service an area beyond the City of Monash. They are not for profit and may rely on volunteers and/or State or Council funding or grants and do not have the capacity to generate a significant amount of income. These Tenants and Licensees and associated uses include:

- Toy libraries
- Community gardens
- Community Offices
- Performing Arts, Cultural and Art Groups
- Neighbourhood Houses
- Early Childhood Education Care and Care Services (Cluster: Managed by an Early Years Management Organisation; Non Cluster: Community Based management structure)
- Historical Societies
- Mens Shed

### **Fee Structure**

The fee structure for this group reflects a subsidy which encourages and recognises community groups that meet Council's strategic direction. Rent is based on the type of community group, if the group is in receipt of funding (other than Council funding) and their ability to generate income. It is also based on like rents paid by comparable community groups in similar municipalities.

Where a fee is charged, this represents a contribution towards the ongoing cost incurred by Council to maintain the building which may include but is not limited to testing and tagging of equipment; backflow testing; thermostatic mixing testing; thermal imaging; roof gutter cleaning; painting; repairs and the fire service levy.

Tenants and Licensees will be expected to pay for outgoings and services that apply to the building, which may be apportioned between multiple groups occupying the same facility.

### **Category 1**

Community Groups that receive little or no ongoing State or Federal funding or grants, essentially function as volunteer agencies, self-help groups and operate within the local community. Usually small donations or low membership fees cover essential equipment/costs.

### **Category 2**

Organisations and Community Groups that may receive State or Federal funding or grants, predominantly service the local community, charge a membership fee commensurate with similar organisations and may be dependent on volunteers.

### **Category 3**

Organisations that may receive State and/or Federal funding, are locally based and may service an area beyond the City of Monash and charge a market based fee for service.

## **Maintenance**

A community group or organisation in this category occupying a Council owned facility will be responsible for various maintenance obligations to the building (where applicable and permitted by OH&S legislation) such as cleaning of shared common areas, floor surfaces, windows, furniture and equipment, sweeping of footpaths and the outdoor areas, and maintaining in good condition any kitchen appliance supplied by Council.

Any fixture or fitting installed in the building at the commencement of the agreement will be maintained and repaired by Council and replaced at the end of its useful life. Any item purchased and installed by the group (with permission by Council) is to be maintained by the group.

A standard maintenance schedule is included in the agreement for this category of Tenant.

If the community group has constructed a building on Council land, they may be responsible for all maintenance obligations including structural repairs to the building, to a standard required by Council. This will be negotiated on a case by case basis with each community group.

The community group is liable for the cost of repair or replacement of any item that is damaged as a result of misuse or vandalism by the group or their guests, invitees and contractors.

## **7.2 Group B – Other Not for Profit Community Service Organisations and Agencies**

These Tenants include local, national or international service organisations and agencies, and public benevolent institutions which provide humanitarian services such as supported disability residential housing, supported employment enterprises and independent living units/hostels. They service the community and are available to Monash residents and have the capacity to generate revenue from the use of the facility or other activities consistent with the purpose of the organisation.

The organisations may rely on funding from the Federal or State Government and do not make a commercial profit. These Tenants may have constructed or contributed to the

construction of the building with funding from Council or the State or Federal Government and have fully or partially maintained the building (including structural and capital maintenance) throughout the term of the Lease. Examples of these Tenants include:

- Independent living units, disability accommodation services, hostels etc (eg Waverley Lions Village, Oakleigh Centre and Disability Housing Services)
- Emergency accommodation
- Employment workshops for people with disabilities

### **Fee Structure**

The fee structure for this group is determined on an individual basis and will be increased annually in accordance with the agreement. Tenants will be expected to pay for all outgoing and services that apply to the building.

The guidelines for determining the fee structure have been set out in Annexure A to this Policy.

### **Maintenance**

Organisations under this category may have constructed or contributed to the construction of the building on Council land. Tenants who have contributed 100% to the construction of a building will be responsible for all maintenance responsibilities and costs associated with the premises including structural repairs.

If Council has contributed to the construction of the building with the Tenant, then maintenance responsibilities and costs will be apportioned between the organisation and Council.

Where Council is contributing to the maintenance obligations, the Tenant will be liable for the cost of repair or replacement of any item that is damaged as a result of misuse or vandalism by the Tenant or the Tenant's guests, invitees and contractors.

A standard maintenance schedule is included in the agreement for this category of Tenant and modified according to Council requirements.

## **7.3 Group C – Government Organisations and Agencies**

These Tenants include State Government departments and agencies that service the local and surrounding community for the provision of allied health services, support services or emergency services.

They provide an ongoing and recognised service or benefit to the Monash and surrounding community. They may be funded by the State or Federal Government or rely on volunteers.

These Tenants may have constructed or contributed to the construction of the building with funding Council or the State or Federal government, and the building may also provide a benefit to Council.

Tenants and Licensees in this category include:

- Health and Human services (eg Department of Health & Human Services/Link Health and Community)



- Emergency services (eg SES)

## Fee Structure

The fee structure for this group is determined on an individual basis and will be increased annually in accordance the agreement. The guidelines have been set out in Annexure A to this Policy.

As a minimum, Tenants will be expected to pay for all, or a percentage of outgoings and services that apply to the building.

The guidelines for determining the fee structure have been set out in Annexure A to this Policy and may require Council approval.

## Maintenance

Maintenance obligations and costs vary for these organisations and depend on the following:

- if the Tenant has constructed or contributed to the construction of the building, which may have been partially funded by Council and also provide a benefit to Council; and/or
- if the Tenant receives funding from State or Federal Government; and/or
- the provision of services to the community through paid employment of professionals; and/or
- the provision of services to the community through volunteers.

If Tenants have contributed to the construction of the building in conjunction with Council, or receive funding from the State Government and/or provide a service to the community through paid professionals, they will be responsible for percentage of maintenance obligations and costs associated with the building, which is apportioned according to the area they are occupying and the area Council is occupying (if any).

Other organisations that do not receive State or Federal Government funding and rely on volunteers and occupy a Council owned facility will be responsible for minimal maintenance obligations and costs which will include (but is not limited to) general cleaning of the interior, exterior and common areas and maintaining any fixtures and fittings in the building which may include kitchen appliances. Repair or maintenance of items does not include fixtures and fitting that are owned by the Tenant. The Tenant is liable for the cost of repair or replacement of any item that is damaged as a result of misuse or vandalism by the Tenant or the Tenant's guests, invitees and contractors.

## 7.4 Group D – Commercial Tenants

The following Tenants occupy a Council premises, or part of a premises under a Lease on a commercial basis, where the RLA or the TCA will apply. Some of these Tenants may have constructed their building or facilities on Council land. Examples include the following:

- Allied health services at MARC
- Monash Gallery of Art Café
- Commercial use of Council land (eg overflow carparking on grounds for an event)
- Mini golf and games

- Golf driving range
- Telecommunications towers and equipment shelters on Council land (eg Telstra, Vodafone and Optus)

### **Fee Structure**

The fee structure for commercial groups will be set in accordance with a market rental appraisal or otherwise as negotiated and agreed and if required, approved at a Council meeting. Tenants will be expected to pay for all outgoings and services that apply to the building or land.

Fees will be increased annually in accordance with the Lease.

### **Maintenance**

Commercial Tenants who have constructed their building or assets on Council land will be responsible for all structural repairs and maintenance responsibilities relating to building or asset under the Lease.

The exception is if the Leased Area is within another Council facility (eg Monash Aquatic and Recreation Centre), then Council will be responsible for any item that was installed in the Leased Area at the commencement of the Lease including structural repairs. The Tenant will be responsible for keeping the premises clean and in good condition.

The maintenance schedule is based on Council's standard schedule and according to Council requirements and negotiation with the Tenant.

The Tenant is liable for the cost of repair or replacement of any item that is damaged as a result of misuse or vandalism by the Tenant or the Tenant's guests, invitees and contractors.

## **7.5 Group E – Sport and Recreation Clubs**

These groups primarily function for sport and recreational purposes. They are member based fee-paying clubs and organisations that may have the capacity to generate revenue from the use of the facility or other activities consistent with the purpose of the organisation, but do not make a commercial profit. They occupy Council owned facilities or Council land under a Lease, Licence or a Seasonal Ground Allocation. The group may have contributed to the construction of the building on the land or refurbished or improved Council's facility. Examples of groups that apply to this category are:

- Archery
- Australian Rules Football, Rugby League and Rugby Union
- Athletics
- Baseball and Softball
- Basketball and Netball
- Bowls
- Bridge
- Calisthenics and Gymnastics
- Croquet
- Cricket
- Darts

- Dog Obedience
- Golf
- Hockey
- Horseriding
- Soccer
- Scouts and Guides
- Tennis Clubs

### **Fee Structure**

The fee structure for sports and recreational clubs has been reviewed and rated according to the level and standard of sport played at the reserve and the associated standard of fields and amenities. The fee structure for clubs under a Licence agreement has been set out in the [Active Monash Fees and Charges](#) schedule and is included in Annexure C.

Typically Council looks to recoup approximately 10% of the total estimated expenditure related to the maintenance costs of sporting facilities from the club with the exception of synthetic playing surfaces (eg Jack Edwards Reserve Junior pitch and Gardiners Reserve).

Tenants and Licensees will be expected to pay for all utilities associated with the use of a pavilion during the season, which must be paid before seasonal handover.

Fees will be increased annually in accordance with Council's Schedule of Fees and Charges for Sport and Recreation Clubs.

### **Maintenance**

Clubs will be required to undertake maintenance to the premises in accordance with the type of agreement and tenure provided (if applicable and where permitted by OH&S legislation).

Tenants under a Lease (who may have constructed or contributed to the construction of the facility), will be responsible for the majority of maintenance including a contribution towards capital improvements.

Licensees under a Licence agreement are primarily responsible for the cleanliness of the interior of the premises including all common areas.

An inspection of pavilions is undertaken before seasonal changeover with a requirement that a club must make good before Council will accept handover. The return of any security deposit paid by the club to Council will be withheld if the group does not make good to the pavilion.

## **7.6 Group F – Residential Tenants and Licensees**

Residential Tenants and Licensees may request to occupy Council land or facilities under the following circumstances:

- Use of Council a right of way/laneway abutting their property (if it cannot be offered for sale or they do not wish to purchase the land); or
- Occupancy of a Council owned residential house

## Fee Structure

For residents occupying Council land, an annual License fee will be payable, determined according to a percentage of the market valuation of the land. The annual fee after the first year will be increased by CPI.

The fee structure for a residential house will be based on the market rental, payable monthly.

## Maintenance

Individuals who occupy Council land will be required to ensure that the land is left in a clean and tidy condition. Improvements (such as fencing, sheds etc) are not permitted to be installed on the land unless consent has been obtained from Council.

Maintenance of a residential house will include keeping the interior and exterior of the premises in a neat and tidy condition and otherwise in accordance with the Residential Tenancies Act 1997.

## 7.7 Group G – Casual and Regular Hirers of Community Halls

Organisations and individuals who wish to hire a Community hall for short term and regular use belong to this category, examples include:

- Community groups or government organisations
- Private individuals
- Businesses

## Fee Structure

The framework for setting fees for the use of halls and meetings rooms is based on the following:

1. Commercial Fee – for Businesses, Commercial Organisations and Individuals
2. Community Fee – for Not for Profit Community Groups

The fee structure includes Council's costs in maintaining the facility which generally include hall keeping, cleaning costs, Council's insurance premium for building coverage for fire and damage, equipment hire and the cost of utilities.

A bond is charged in addition to the hire fees.

## Maintenance

Casual and regular hirers will be required to ensure that the hired area and any common areas are left in a clean and tidy condition at the end of use. Non-compliance, damage or misuse by the hirers may result in the forfeiture of all or part of a bond held by Council and the hirer may be prohibited from the future use of Council halls and other facilities.

## 7.8 Group H – Miscellaneous Tenants and Licensees (when other categories do not apply)

When none of the above categories apply, then Council approval may be required to determine the Fee Structure, the Maintenance requirements and other terms and conditions of the agreement.

This may require approval at a Council meeting. An example of where this category may apply is a football club who contributes a substantial amount towards capital improvements to a pavilion who would otherwise be under a short term Licence agreement. A Lease may be offered with a longer tenure, with greater maintenance responsibilities required of the club than football clubs under a Licence agreement.

## 8 Use Agreements

It is a requirement that all individuals or organisations occupying a Council facility or land enter into an agreement with Council. Monash enters into various agreements with clubs, community based agencies, not for profit groups, individuals, commercial and other incorporated entities for the use of Council facilities.

The agreement allows the organisation to occupy and use the facility for a specific period of time and sets out the rights and responsibilities of both Council and the organisation. This may include special conditions such as Key Performance Indicators and other reporting requirements. Council's lawyers have prepared a number of standard agreements for use by Council as follows:

- A non retail Lease for exclusive use of a building and/or land;
- A Licence for non-exclusive use of a building and/or land;
- A Retail Lease that applies to a commercial undertaking;
- A Telecommunications Lease (for a mobile phone tower or roof top facility)
- A Third Party Hire Agreement which is included as part of a non retail Lease (used in limited circumstances where we permit a Tenant to hire out the building to other community groups);
- A land only Licence for occupancy of small parcels of Council land.

Selecting the correct agreement is determined by the type of Tenant (community, retail), the permitted use of the premises and the level of access required. *Council aims to maximise access and use of community facilities and encourage shared use. Where Council wishes to maximise the use of the facility by multiple groups, a Licence rather than a Lease will be the preferred agreement.*

A Matrix setting out the various types of agreements have been set out in Annexure B to this Policy. However, the general principles of the two most common agreements used, a Lease and Licence, have been set out below:

### 8.1 Lease

A Lease creates an interest in the land that is binding on the Landlord and Tenant and where the Tenant has priority and protection of use over the property. The Lease may be capable of being assigned however Council does not permit this, unless the Lease specifies otherwise or is a retail lease (in accordance with legislation).

The term of a Lease is for a fixed period of one year or more, generally in return for a payment of rental and/or payment of outgoings (such as gas, electricity etc).

A commercial Lease is negotiated in accordance with a market rental appraisal.

Council will only grant a Lease where the building (or land) will be occupied exclusively by one user and Council considers that granting a Lease is in the best interests of the community, for example where there is no opportunity for co-location of other Tenants and Licensees and the building and/or land is to be used on a full time basis by the Tenant.

## **8.2 Licence**

The distinguishing feature of a Licence from a Lease is that a Licence does not permit the Licensee exclusive occupancy of the building. That is, the Licensee occupies the building and/or land during the permitted days and hours of use as set out in the Licence agreement and the facility is shared in common with other community groups who occupy the same facility at different days and/or times of the week. Council has a preference to enter into a Licence agreement rather than a Lease, as a Licence ensures that Council buildings are used to their greatest potential and maximises public access to community facilities.

## **9 Assessment and Selection of a Tenant and Licensees**

The assessment and selection of suitable Tenants and Licensees underpins Council's long term Strategic Plan for the provision of services and other benefits for the Monash community.

Selection of a Tenant or Licensee may be required if a Council building or part of a building becomes vacant, or there is a requirement to assess an existing Tenant or Licensee whose Lease or Licence has expired and before offering a renewal of the agreement.

All new or existing occupants should undergo careful analysis before offering an agreement to operate and provide a service to the community from Council's facility, so as to ensure optimum use of each facility.

### **9.1 Eligibility**

To be eligible to enter into a Lease or Licence to occupy a Council facility, the organisation must:

- Be an incorporated association or equivalent;
- Be a not for profit community based organisation (unless a commercial Tenant);
- Have open membership to the general public or to residents of the City of Monash;
- Maintain appropriate insurances, including public liability; and
- Have an appropriate risk management plan.

### **9.2 Selection Criteria of Tenants and Licensees**

The following criteria will be considered before renewing an agreement or selecting a new Tenant or Licensee to operate from the facility:

- Whether or not the new or existing Tenant or Licensee requires the premises on a full time basis or if other Tenants and Licensees may be co-located in the same premises

- If the Tenant or Licensee forms part of a cluster group, if there can be complementary co-location and clustering of similar Tenants and Licensees in the same facility
- Review of the Management structure and staffing levels of the Tenant and Licensee
- If the Tenant or Licensee has a business plan or strategy setting out their future direction and if this compliments the Council Plan
- If the vision of the Tenant or Licensee compliments or is consistent with Council goals, plans, strategies and policies, including the Public Health Approach to Gambling
- The level of social return to the Monash community
- The financial capacity of the new or existing Tenant or Licensee to pay rent and outgoings and if the Tenant or Licensee can provide an audited financial report or other records demonstrating their capacity to meet rent and other payments
- Funding or income sources the Tenant or Licensee may have, e.g. State Government or Local Government funding or grants, the annual membership fees and if the group is supported by volunteers
- New or existing Tenant or Licensee's ability to provide an ongoing and recognised service or benefit to Monash City Council and the community
- If the Tenant or Licensee has the capacity to contribute to structural repairs and/or maintenance to upgrade to the Premises
- If the existing Tenant or Licensee has breached any of the terms and conditions of its Lease or Licence and whether or not the breach has been rectified;
- If the existing Tenant has repaired and maintained the premises in accordance with its Lease

### 9.3 Assessing the Suitability of the Facility

The current condition of the building and Council's future requirements will be taken into consideration before selecting a Tenant or Licensee to operate from a Council facility. This will be undertaken by the Council department responsible for managing the facility in conjunction with Council's Infrastructure Services:

- The Client Manager will undertake a condition assessment of the facility in conjunction with the Infrastructure Department to identify any structural issues, repairs or maintenance required to ensure it is "fit for use" (i.e. the facility is in reasonable condition for the permitted use) before occupancy by the Tenant or Licensee.
- Do the premises require substantial modification to make it "fit for purpose" (i.e. the facility is well equipped and suited for its designated role or purpose for the Tenant or Licensee's permitted use? If so, does Council have the financial capacity to support any major upgrade or modifications to its asset?
- Are any repairs required to meet legislative or OH&S requirements?
- Are the premises or land required for future development or use by Council; is there a masterplan for the site?
- Can the Tenant or Licensee contribute to an upgrade or refurbishment of the building?
- Have all relevant departments been consulted in relation to the proposed future use and suitability of the premises and/or land?

## 10 Expression of Interest for a Lease

If Council Officers determine that a recognised service or benefit to the community is to operate from a building which has become vacant, it is appropriate to undergo an expression of interest evaluation to select a new Tenant.

This process will ensure that:

- Best practice in property management is followed;
- Statutory procedures, if applicable, are undertaken in accordance with s.190 and s.223 of the Local Government Act (this applies if the total Lease term is to be 10 years or more and/or the current market rental valuation of the building and/or land is \$50,000 or more per annum (despite a lower rental being negotiated); and
- The most appropriate terms and conditions of the agreement and performance criteria (if any) are negotiated

Council officers may engage a commercial agent who will assist in the process of advertising and recommending possible candidates against the eligibility criteria determined by Council. A suitably qualified commercial agent may provide a recommendation on the best candidate; however, the final decision is made by Council.

Upon completion of the evaluation, a report to Council will be prepared by the evaluation panel recommending the preferred Tenant.

## **11 Negotiation, Preparation and Finalisation of Agreement**

### **11.1 Negotiation and Preparation**

Before commencing negotiations with a Tenant or Licensee to occupy a Council facility or land, it is important that any offer is consistent with and supported by this Leasing Policy.

Council Officers should also allow reasonable time for Tenants and Licensees to enter into a new Lease or Licence, which may take up to six months, depending on the complexity of the agreement.

Any offer to a Tenant or Licensee must be in writing and subject to Council approval, whether or not a Report to Council (Item 12) and/or a Public Notice (Item 13) is required.

### **11.2 Finalisation**

After approval of the agreement by Council Officers and the Tenant or Licensee, the Tenant or Licensee will be provided with two originals of the Lease or Licence for execution and return to Council.

The CEO, who has the delegation to execute Leases or Licences, will sign the documentation, upon which the Tenant or Licensee will receive one fully executed original of the Lease or Licence for their safekeeping and future reference.

## **12 Council Report**

A Council report is not required for a Licence, or a Lease with a term of less than 10 years (including further terms to renew the agreement).

However, the granting of any Lease or Licence may require approval by Councillors at a Council meeting, even if a Public Notice is not required in accordance with the LGA (see item 13).



## 13 Public Notice for a Lease

Under the sections 190 and 223 of the LGA, Council is required to undergo a statutory procedure for any Lease (not a Licence) that meets the following criteria:

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

A person has a right to make a submission under section 223 on the proposed Lease.

If a Public Notice (advertisement) of the proposed Lease is required, the Property Department, in conjunction with the Communications Department, will ensure that this is drafted and placed in the local Leader newspaper.

A Council report is required for Leases only that meet this criteria (see item 12). The Lease cannot be executed and the commencement date agreed upon until satisfactory completion of the statutory procedure.

## 14 Standard Terms and Conditions of Agreements

Generally the following standard provisions will apply to Leases and Licences and other agreements:

### 14.1 Term of Agreement

The term (or length) of a Lease or Licence will be negotiated taking into account the following circumstances:

- the type of facility and the Tenant's requirements;
- the ability to co-locate multiple Tenants and Licensees in the same facility;
- the sustainability of the service offered by the Tenant and how this relates to the Council Plan and any relevant strategies;
- the history and stability of the Tenant;
- the benefit or service offered to the Monash community;
- if the Tenant or Licensee is a new or emerging group;
- whether or not the Tenant or Licensee will offer any contributions to capital and/or structural works to Council's facility;
- Council's long terms plans with the facility and whether or not it may be required for future use, demolition, refurbishment or major capital works upgrade.

In addition, Legislative requirements must be considered when negotiating the term of a Lease or Licence:

- Under the LGA, the Lease term is capped to 50 years, although Council only offers the maximum in exceptional circumstances;
- Where Council is Committee of Management for crown land:
- A Crown Land Licence term of up to 15 years may be granted;

- A Crown Land Lease of up to 25 years may be granted, however 50 years may be permitted if the Tenant is undertaking substantial improvements and contributes to the financial cost of the development on crown land.

The following principles will apply when offering an agreement:

**Short term agreements:** A term of between 1-5 years is offered to most Tenants and Licensees.

**Long term agreements:** A term of more than 5 years is offered where the Tenant can invest in the facility or is a commercial Tenant.

Seasonal recreational agreements, however, will be a Licence agreement for the pavilion which will be for a term of between six months up to 5 years and is only valid while Council grants the seasonal allocation of the adjoining ground (oval).

## 14.2 Guarantees, Security Deposits and Bonds

A Guarantee is provided by a Guarantor, which is a natural person or entity which agrees to guarantee all of the obligations of the Tenant or Licensee under the Lease or Licence. This includes non-payment of rent, the cost of making good damages to the premises, early termination of the agreement, loss suffered by Council in reinstating or reletting the premises and legal fees. They provide their guarantee by executing the Lease or Licence.

Generally a guarantee is only required if Council has a concern with the performance of a Tenant or Licensee and may apply to a commercial Tenant where the RLA applies.

An alternative form of security is a Security Deposit. This may be a cash deposit, a cheque or a bank guarantee and is less risky than providing a personal Guarantee. Generally the amount is anywhere from one to three months rent (or licensee fee). The Security Deposit is returned to the Tenant or Licensee at the end of the agreement.

Generally, either a Guarantee **or** a Security Deposit is required in the agreement, as either of these is commonly accepted and sufficient form of security. It is not usual to request both a Guarantee and a Security Deposit except in a Retail Lease.

Any bond or security deposit held on behalf of a Tenant, Licensee or Hirer must be immediately banked and registered with the Finance Department, and returned to the group upon termination or expiry of the agreement, less any monies incurred by Council in rectifying any breach of the agreement or damage to the building or land.

## 14.3 Rates, Taxes and Outgoings

Generally, Tenants and Licensees are required to reimburse Council or pay the relevant authority directly for all outgoings including rates, charges and taxes (except land tax if the lease is a retail lease) levied against the premises.

Charges for telephone, gas and electricity are to be paid directly to the relevant service provider by the Tenant for a leased area and should be under the Tenant's name and not Council (with the exception of Water and Sewerage invoices).

If the facility is occupied by multiple Licensees under a Licence agreement, then the Client Manager will arrange for gas and electricity invoices to be apportioned between Licensees.

As Council owned facilities are non-rateable, Tenants and Licensees and Licensees are not required to pay Council rates. The exception is a retail lease, where the Leased Area in the premises will be assessed and the Tenant will be required to reimburse Council for rates. The fire levy has been incorporated into the fee structure in Annexure B.

#### **14.4 Insurance**

As a minimum, all Tenants and Licensees are required to hold the following insurance:

- \$20m public liability insurance;
- Council's fixtures for their full replacement value;
- The Tenant or Licensees own property; and
- Building insurance, where the Tenant has constructed the building on Council land.

Council maintains building insurance for buildings on Council owned land. However, some Tenants and Licensees who have constructed their Premises on Council land must maintain building insurance for their buildings constructed on Council land.

Tenants and Licensees must provide Council with a Certificate of Currency on or before the commencement date of the agreement and annually thereafter if requested.

#### **14.5 Permitted Use of Premises**

The Permitted Use (or Use of the Licensed Area) defines what the Tenant or Licensee can or cannot do in the facility. It is important that the Permitted Use is clearly defined and not vague or broad, which may be open to interpretation by the Tenant or Licensee. The Property Department should be consulted in this regard.

Tenants and Licensees must obtain Council's prior written consent for any change in the permitted use or additional use of the premises, including any planning and building permit that may be required, which consent may be granted or withheld in Council's absolute discretion and subject to other conditions.

Council will not permit without the appropriate approvals a change in the use of the premises which would require a change in the planning and building permit and would need to comply with building regulations, for example from a community run facility to a storage facility. Council is permitted to determine and end the Lease or Licence under these circumstances.

#### **14.6 Days and Hours of Use**

The Days and Hours of Use will generally coincide with the type of agreement that is granted to the community group.

As a Lease offers exclusive use by a Tenant, the Tenant will be permitted to operate from the Premises at any time in accordance with planning permit provisions and Council's local laws, in addition to the opening hours of the facility if the leased area is within a centre (eg Monash Aquatic and Recreation Centre).

As a Licence offers non-exclusive, shared use of a facility, the Licensee is permitted to occupy the facility on agreed days and hours of use, which allows Council to offer the facility to other community groups and thereby maximise the use of the facility.

## 14.7 Reporting

Community groups may be required to provide various reports as a condition of their agreement on a regular basis or upon request by Council, which may include (but is not limited to) the following information:

- An audited financial statement;
- The activities conducted by the organisation;
- A list of groups who used the premises in the previous financial year;
- A list of office bearers, including their contact details;
- Annual membership numbers and membership fees;
- A business plan or strategy for the future of the organisation and use of the property, demonstrating how they will provide an ongoing service or benefit to the community;
- Any other information requested by Council.

The Client Manager requesting for the tenant should ensure that if a group is required to provide any of the above information, then this information should assist the Client Manager in assessing the service provided by the group to the Monash community, whether or not improvements should be made with the Tenant's performance and whether or not future tenure of the building will be provided to the community group.

## 14.8 Assignment

Tenants and Licensees are not permitted to assign their rights and liabilities of their Lease or Licence to another community group or organisation. Council must, however, comply with the provisions of the RLA in relation to a Tenant's request to assign a Retail Lease and an assignment clause must be included in a Retail Lease.

## 14.9 Subletting

**Subletting** is where the facility, or part of the facility, is leased, licensed or hired out to another group by the Tenant. The Tenant remains responsible for all of its obligations under their agreement.

*Under a Licence agreement*, subletting of a facility to another Licensee is not permitted. However, Council may in some circumstances give the Licensee the right to hire out the premises to a third party (under certain terms and conditions), which will be set out in the Special Conditions of the agreement (see item 14.16).

*Under a Lease agreement*, subletting of a facility to another group is permitted by obtaining Council's consent. Council may in some circumstances give the Tenant the automatic right to sub-let or hire out the premises to a third party (under certain terms and conditions), which will be set out in the Special Conditions of the agreement (see item 14.16).

## 14.10 Merging

The Tenant must obtain Council's consent before merging with another community group, organisation or club. Failure to do so will result in a breach of the agreement and Council will have the right to terminate the agreement.

## 14.11 Maintenance and Repair Obligations and Costs

A maintenance schedule is included in the standard Lease and Licence to ensure a consistent approach to maintaining Council's facilities, which specifies the level of maintenance responsibility for the Tenant and Council. Some of the items of responsibility include structural repairs, essential safety measures, fittings and fixtures, cleaning of the interior and exterior and reporting to Council any damage to the building.

The level of maintenance required of the Tenant is determined by the Tenant's ability to maintain the premises, generate revenue, the fee structure, and if the Tenant has constructed all or part of the premises.

Any assets, fixtures or fittings purchased and installed by the Tenant or Licensee, after seeking Council's prior written consent, is to be repaired and maintained by the Tenant at their cost and will become Council's property at the end of the agreement.

Any planning permit required will be the responsibility of the Tenant including the cost of obtaining the permit. The Tenant or Licensee must also obtain Council's consent to use its own contractors to install any assets, fixtures or fittings. Council's preference is to use its own contractors and recover this cost from the Tenant.

Should Council undertake the repair and maintenance of the asset, fixture or fitting on behalf of the Tenant or Licensee, then Council will seek reimbursement of this cost from the Tenant.

The Tenant under a Lease is not permitted to plant any trees on the land in the Leased Area unless the prior written consent of Council has been obtained.

Any Tenant leasing land only from Council will be required to pay Council for the cost of inspecting trees on a biennial basis, including the cost of pruning the trees.

The Tenant is liable for the cost of repair or replacement of any item that is damaged as a result of misuse or vandalism by the Tenant or the Tenant's guests, invitees and contractors.

## 14.12 Additions to the Premises

The Tenant or Licensee must obtain Council's prior written consent before installing any improvements, fittings or fixtures to the Premises that may affect the services or structure of the Premises.

The Tenant or Licensee must ensure that Council is consulted before applying for a grant for a capital improvement, fixture or fitting (eg the installation of solar panels, water tanks or a new pergola), which Council must endorse before the grant is submitted. The Tenant or Licensee must enquire with Council in relation to any current policies or procedures in place that relate to applying for a grant for an improvement, fixture or fitting on a Council owned facility.

The approval for the installation of a fixture or fitting to the premises (and if applicable the approval of a grant application by the Tenant or Licensee), will be in Council's absolute discretion and will be subject to terms and conditions as Council may determine.

The Tenant or Licensee may be responsible for the cost of repairing and maintaining the installation, fixture or fitting through Council's cyclic maintenance programme and will be

required to reimburse Council upon request, unless agreed otherwise with Council officers in writing.

Any fixtures, fittings or alterations to the Premises will revert to Council's ownership at the end of the agreement.

### **14.13 Entry by Council**

The Client Manager or any authorised Council Officer or contractor may enter the facility at any reasonable time after giving the Tenant or Licensee reasonable notification where practical to inspect the condition of the building, rectify any default by the Tenant or Licensee under the agreement, to carry out any inspection relating to the condition of the building, undertaking repairs, maintenance, works or alterations in the building which Council decides to undertake or is required to carry out by any law or authority or in accordance with the use agreement.

Council will use all reasonable endeavours to cause as little disruption as possible to the Tenant or Licensee's use of the facility in exercising this right. However notice will not be provided for cyclic and routine maintenance and inspections undertaken by Council's contractors that involve multiple buildings in the following situations:

- The carrying out of routine essential safety measures; and
- Inspections for the purpose of valuation

Contractors will be required to provide suitable identification before entering the facility. As a result of the inspection, the Client Manager may require the Tenant to repair (make good) any damage to the premises as a result of misuse or vandalism by the group or their guests, invitees and contractors.

### **14.14 Ownership and Removal of Assets or Additions**

All improvements, additions, fixtures or fittings to a Council building by the Tenant or Licensee, will become the property of Council upon expiry of the Lease or Licence, and must not be removed at the end of the agreement unless specified or approved by Council.

Any buildings constructed on Council land by a Tenant or Licensee will become the property of Council upon expiry of the agreement. Council may also elect for the Tenant or Licensee to remove the building, including all plant and equipment and to make good any damage upon expiry of the agreement.

### **14.15 Termination of Agreement**

Council may terminate a Lease or Licence in limited circumstances if:

- the Tenant or Licensee is in breach of the agreement and will not remedy the breach; or
- the building or facility is deemed to be at the end of its useful life and unsafe for occupation by the occupying Tenant or Licensee; or
- if Council requires the facility to carry out renovations, additions or alterations, or the building is required for municipal purposes; or
- a Ground Allocation is not granted for a reserve adjoining the pavilion currently occupied by the same or Licensee, then the Licence for the pavilion is terminated; or
- If there is a change in the operating status of the group

## 14.16 Casual Third Party Hire

Only Tenants (and in limited circumstances Licensees) who have been given consent by Council to hire out the facility to third parties will be permitted to do so. The proposed use of the premises by third parties must be consistent with the permitted use of the Tenant or Licensee occupying the facility.

It will be the responsibility of the Tenant or Licensee to ensure that third parties hold appropriate public liability insurance or elect to take out Council's public liability insurance for each event/use, and to keep records of the hirer's insurance and signed hire agreement.

The Tenant or Licensee must agree to use the revenue received from hiring out of the facility for purposes connected to and consistent with the Tenant or Licensee's permitted use. Council may also require the Tenant to contribute a percentage of the revenue received towards the upkeep and maintenance of the facility.

## 14.17 Legal Fees and Other Costs

Community groups may require clarification on the interpretation of the clauses before entering into an agreement. This can be obtained from the Property Department, however Tenants and Licensees are encouraged to seek their own legal advice before executing an agreement.

Each party will be required to pay their own legal costs in relation to the negotiation and preparation of an agreement.

In relation to a commercial Lease, if the RLA applies, then each party is to pay their own legal fees in relation to the negotiation and preparation of a Lease. If a Tenant of a Retail Lease requests an assignment of a lease (which is permitted under a Retail Lease in accordance with the RLA), then the Tenant is required to pay for all legal costs associated with the assignment including any fees incurred by Council in approving the assignment.

In relation to a telecommunications lease, Council will seek reimbursements of legal fees from the Tenant which is generally negotiated to a capped amount.

Should Council be required to advertise a proposed Lease in accordance with the provisions of s.190 and s.223 of the LGA, then reimbursement of advertising fees will be sought from the Tenant.

## 14.18 Gambling

A Tenant or Licensee is not permitted to apply for any licence under the *Gambling Regulation Act 2003* for the installation of electronic gaming machines in any of Council's facilities. Any form of gambling activity is not permitted, including promotion or advertising in or on Council-owned facilities under the Tenant's occupancy agreement. Gambling activity includes, but is not limited to, sports betting, lotto and casino games.

If a Tenant or Licensee plans to hold a raffle with a total prize value of over \$5,000, the prior written consent of Council must be obtained. If consent is provided by Council, the Tenant or Licensee will be required to complete a Minor Gaming Application form through the Victorian Commission for Gambling and Regulation.

## 14.19 Child Safe Standards

The Victorian Government, through the Department of Health and Human Services, is introducing Child Safe Standards (“Standards”) to improve the way organisations that provide services for children prevent and respond to child abuse that may occur within their organisation.

The Standards are compulsory for all organisations providing services to children, and aim to drive cultural change in organisations so that protecting children from abuse is embedded in the everyday thinking and practice of leaders, staff and volunteers.

Any organisation that occupies Council land and/or buildings under an agreement that provides services for children will be required to comply with the Child Safe Standards at all times. Monitoring and oversight of compliance with the Standards is currently undertaken through existing regulatory, funding and contractual arrangements. Additional monitoring may be required by Council in the future.

Organisations that provide services to children will be required to ensure that the Standards are implemented in accordance with legislation and/or at the direction of the State Government and/or by Council.

The Tenant or Licensee will be obliged under their agreement with Council to ensure that Child Safe Standards and requirements are complied with at all times.

## 14.20 Common Areas

Common Areas are those areas in a Council facility that are shared in common with other Tenants or Licensees and may include kitchens, corridors, stairways, elevators, bathrooms and toilets. Tenants and Licensees are required to clean and keep tidy common areas in conjunction with other users of the facility.

Tenants and Licensees are required to make available toilets for public use, which will be determined on a case by case basis and in accordance with the direction of Council.

## 15 Council as Tenant

Council may require the use of a building and/or land which is owned by another organisation, should the type of facility required be unavailable in the current asset pool, or vacant buildings or land are not deemed suitable for the intended purpose. Some examples include:

- VicTrack / Metro land
- Additional office space
- Purpose built facility to accommodate a specific function (eg Childcare or Preschool)

Council’s Property Department is consulted before entering into an agreement with other organisations to ensure that:

- The lowest rent and annual rent increases will be negotiated;
- Other principle terms and conditions are negotiated to meet Council’s requirements, eg the length of the lease, options to renew and security deposit;



- Other terms and conditions such as costs, termination and exit clauses and any other conditions in the landlord's agreement do not conflict with and are consistent with Council's requirements.

## Annexure A - Fee Structure

CATEGORY	RENT/LICENCE FEE (PA) + GST*	OUTGOINGS and SERVICES	MAINTENANCE OBLIGATIONS/COSTS
<b>GROUP A - NOT FOR PROFIT COMMUNITY GROUPS</b>		Licence: where multiple groups occupy a facility, the outgoings will be apportioned between the groups according to the days and hours of use.  Lease: 100% of the utility costs associated with the premises including electricity, gas, water and telephone charges and rates and taxes (if applicable).	Licence: Shared responsibilities between Council and the Licensee, except where Licensee has installed equipment (with permission from Council). Cleaning of common areas, kitchen appliances (if any), floor surfaces, exterior paths; minor pest control by the Licensee and all structural repairs and Essential Safety Measures undertaken by Council.  Lease: Similar maintenance obligations as a Licence
<b>Category 1</b>	Toy Libraries \$1.00 Community Office \$1.00 Historical Societies \$1.00 Mens Shed \$1.00 Neighbourhood House \$1.00		
<b>Category 2</b>	Kindergarten (Non-cluster) \$150.00 Child Care Centre \$150.00 Community Garden (standalone) \$200.00 Kindergarten (Cluster) \$250.00		
<b>Category 3</b>	<b><u>Other Community Groups Not Specified</u></b> Between 0.2 and 0.5% of the depreciated building or land value.		
<b>GROUP B - NOT FOR PROFIT COMMUNITY SERVICE ORGANISATIONS AND AGENCIES</b>	One of the following methods should be adopted when calculating rental:  <b>Tenant has significant revenue stream, and fully or partially responsible for the cost of construction of Premises:</b> Market rental with a reduction based on the percentage contributed by the Tenant towards construction, on a sliding scale basis, providing discounts of between 30% and 50%. If Tenant contributes 100% towards construction, then rental based on market value of land only. Approval required at a Council meeting.	Tenant will be responsible for 100% of utility costs associated with the building including electricity, gas, water and telephone charges and rates and taxes (if applicable).	If the Tenant constructs the premises, they will be responsible for all maintenance obligations and costs.  If the Tenant partially constructs the premises in conjunction with Council, maintenance costs will be apportioned between Council and the Tenant, generally according to the percentage of contribution provided towards construction.

CATEGORY	RENT/LICENCE FEE (PA) + GST*	OUTGOINGS and SERVICES	MAINTENANCE OBLIGATIONS/COSTS
	<p><b>Tenant has limited revenue stream, and fully or partially responsible for the cost of construction of the premises :</b>  Rental = Between 0.2 and 0.5% of the depreciated land value Approval required at a Council meeting.</p>		
<b>GROUP C – GOVERNMENT ORGANISATIONS AND AGENCIES</b>	<p>One of the following methods should be adopted when calculating rental:</p> <p><b>Tenant has significant revenue stream, and contributes towards construction cost of Premises with Council, receives State or Federal Government Funding and is operated by paid professionals:</b>  Rental = \$1.00pa with a significant proportion of maintenance costs apportioned to the Tenant</p> <p><b>Tenant Leases building and relies on volunteers and receives limited or no State/Federal Government funding:</b>  Rental = \$1.00pa</p>	<p><b>Tenants with a significant revenue stream:</b>  100% of outgoings and services associated with the premises and/or land including electricity, gas, water, telephone charges, rates and the fire levy. If Council contributes towards construction, outgoings will be separately metered, otherwise apportioned between Council and the Tenant.</p> <p><b>Tenants with limited revenue stream:</b>  Where there is no separate metre for utilities, then utilities will be apportioned by calculating the area Leased by the Tenant which bears to the total area of the building</p>	<p><b>Tenant contributes towards construction cost and has a significant revenue stream:</b>  Tenant will be responsible for a significant proportion of maintenance costs, which will be generally undertaken by Council.</p> <p><b>If Tenant Receives little or no State or Federal Government Funding:</b>  Tenant will be responsible for cleaning of common areas, kitchen appliances (if any), floor surfaces, exterior areas forming part of the Leased Area; minor pest control. Structural repairs and Essential Safety Measures undertaken by Council.</p>
<b>GROUP D - COMMERCIAL</b>	<p>The fee structure for commercial groups will be approached from a market rental perspective, having regard to individual circumstances.</p> <p>Fees will be increased annually in accordance with the Lease.</p>	<p>Tenant is responsible for 100% of outgoings and services associated with the premises and/or land including electricity, gas, water, telephone charges, rates and the fire levy.</p> <p>Where there is no separate metre for utilities, then utilities will be apportioned by calculating the Leased Area which bears to the total area of the building</p> <p>Telcos must install a separate metre for</p>	<p>Where the Tenant has constructed its own building on Council land, the Tenant is responsible for 100% of maintenance obligations including ESMS.</p> <p>If the Tenant occupies all or part of a Council building, Council is responsible for maintaining the structure and assets in the building including fixtures and fittings, plant and equipment and appliances installed in the Leased Area at the commencement date</p>

CATEGORY	RENT/LICENCE FEE (PA) + GST*	OUTGOINGS and SERVICES	MAINTENANCE OBLIGATIONS/COSTS
		electricity usage.	<p>of the Lease. Council is responsible for the cost of repairing and maintaining services relating to gas, electricity, water and drainage. Any repair which arises out of misuse by the Tenant or, if the Tenant is entitled to remove the asset at the end of the lease, is the responsibility of the Tenant.</p> <p>Telcos are required to repair and maintain their own equipment on Council land.</p>
<b>GROUP E – SPORTS AND RECREATION CLUBS</b>	<p>In accordance with the Active Monash Fees and Charges, reviewed annually by Council. See Annexure C of this Policy for Fees and Charges.</p> <p>Scouts and Guides:                      \$250.00pa</p>	<p>Clubs are responsible for payment of all of utilities associated with the sports pavilion including electricity and gas, whilst some are also responsible for water usage.</p> <p>Where there is no separate metre for utilities, then utility costs will be apportioned between Clubs, to be paid before seasonal changeover.</p> <p><b>Halls owned by Scouts and Guides:</b> Responsible for payment of all utilities and outgoings associated with hall</p>	<p>Generally shared responsibilities between Council and the Tenant, except where Tenant has installed equipment (with permission from Council). Cleaning of common areas, kitchen appliances (if any), floor surfaces, exterior paths; minor pest control by the Tenant and all structural repairs and Essential Safety Measures undertaken by Council.</p> <p><b>Halls owned by Scouts and Guides:</b> Responsible for all maintenance obligations and costs associated with the hall except essential safety measures.</p>
<b>GROUP F – RESIDENTIAL TENANTS AND LICENSEES</b>	<p><b><u>Right of Way/Laneways – Licence of Land</u></b> Enclosed and Open Laneway Land Annual charge equal to 4% of the market value of the land, increased annually by CPI</p> <p><b><u>Residential House</u></b> Market rental</p>	<p>Rights of Way/Land: Not Applicable</p> <p><b><u>Residential House:</u></b> Tenants and will be required to pay for gas, electricity and water connected to the premises</p>	<p>Residents occupying Council land will be required to keep the area clean and clear of weeds. Structures or fencing not permitted on the land unless Council consent is provided.</p> <p>Tenants occupying a residential house will be required to keep the premises and garden in a clean, neat and tidy condition. No structures permitted on the land.</p>

CATEGORY	RENT/LICENCE FEE (PA) + GST*	OUTGOINGS and SERVICES	MAINTENANCE OBLIGATIONS/COSTS
<b>GROUP G – CASUAL AND REGULAR HIRERS OF HALLS</b>	According to the Halls Fees and Charges, reviewed annually by Council. See Annexure D of this Policy for Fees and Charges. Bond: (depending on use of hall): \$100-\$500	Outgoings and services are included as part of the hire fees.	Terms and conditions of hire are provided to the Hirer which includes cleaning the hall at the end of use. Any maintenance costs associated with the hall are included as part of the hire fee.
<b>GROUP H - MISCELLANEOUS</b>	Rental or Licence fee determined in consultation with the Tenant. May require Council approval.	Payment of outgoings and services to be determined in consultation with the Tenant. May require Council approval.	In accordance with the standard Maintenance Schedule and agreed between Council and the Tenant. May require Council approval.

## Annexure B - Agreement Classification Matrix

Agreement Type	Type of Tenant or Community Group	Characteristic of Agreement	Length of Agreement and Rent Increases
Lease (Non-Retail)	<ul style="list-style-type: none"> <li>• GROUP A, B, C &amp; E Tenants</li> <li>• Offered to community groups or not for profit community groups (incorporated associations), who will occupy premises on a full time basis (exclusive use)</li> <li>• Not to be used for groups who only require part time use of a Council facility</li> </ul>	<ul style="list-style-type: none"> <li>• Exclusive use of Premises (or part of the Premises) by the Tenant where other community groups cannot co-locate</li> <li>• Annual rental must not exceed \$10,000pa otherwise will be considered a Retail Lease. *See exclusions under “Retail Lease”</li> <li>• Council must provide the Tenant with written Notice to access the Premises (except to carry out Essential Safety Measures)</li> <li>• Leased Area may be the whole or part of the Premises</li> <li>• Greater maintenance responsibilities required of Tenants under a Lease. Tenant may undertake capital works improvements in return for reduced rental</li> <li>• Council owns all buildings and other structures at the end of the Lease unless agreed in writing</li> </ul>	<ul style="list-style-type: none"> <li>• Group A tenants –five years</li> <li>• Other tenants: long term Lease up to 25 years offered to Tenants who contribute substantial funding towards capital works or refurbishment of the building</li> <li>• A further option to renew the lease may be offered</li> <li>• CPI or fixed increases (unless fixed fee for community groups)</li> </ul>
Licence (Buildings/ Pavilions)	<ul style="list-style-type: none"> <li>• GROUP A, E &amp; G Licensees</li> <li>• Offered to community groups or not for profit community groups where the premises is shared by multiple groups (preference)</li> <li>• Used for a sports pavilion in conjunction with a Seasonal Ground Allocation agreement.</li> </ul>	<ul style="list-style-type: none"> <li>• Non-exclusive use of all or part of the facility on agreed days and hours of use</li> <li>• May include shared use of storage and other common areas eg kitchenette and meeting rooms</li> <li>• Common Area rules may apply for users of facility</li> <li>• Facility may be accessed by Council at any time</li> <li>• Council may allocate the whole or part of the facility to other groups when not in use or co-location possible at the same time</li> <li>• Agreed partial maintenance responsibilities</li> <li>• Council may end the Licence at any time if facility required for municipal purposes, however an</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 5 years</li> <li>• A further option to renew the licence may be offered, generally for groups that undertake capital works or refurbishment of the building</li> <li>• CPI or fixed increases (unless fixed fee for community groups)</li> </ul>

Agreement Type	Type of Tenant or Community Group	Characteristic of Agreement	Length of Agreement and Rent Increases
		<p>alternative premises must be offered (if available)</p> <ul style="list-style-type: none"> <li>• This does not apply to a Licence for a sports pavilion, where the Licence is subject to the granting of a Sports Ground Allocation</li> </ul>	
Lease (Retail premises)	<ul style="list-style-type: none"> <li>• GROUP C Tenants</li> <li>• <b>NB:</b> Will apply to GROUP A Tenants where rental is \$10,000 or more per annum.</li> <li>• For Tenants that use the premises wholly or predominantly for the sale or hire of goods by retail or the retail provision of services, for a fee</li> <li>• Exclusions: a Lease of 15 years or more where the Tenant is making a financial contribution towards improvements to the premises which cannot be removed at the end of the lease; or a charitable and community purpose Lease where the rental is not more than \$10,000pa</li> </ul>	<ul style="list-style-type: none"> <li>• The Leased Area of a Premises can be the whole or part of a building</li> <li>• Council must provide the Tenant with written Notice to access the Premises (unless the Lease permits this)</li> <li>• Council must permit the Tenant to assign the lease under the RLA</li> <li>• 60 days notice must be given to the Tenant of any refurbishment which may adversely affect the business of the Tenant</li> <li>• Council is liable to compensate the Tenant for loss or damages suffered if Council substantially inhibits the Tenant's access to the premises or disrupts traffic flow; or fails to take reasonable action to prevent or stop significant disruption within Council's control to the Tenant's trading, or fails to rectify any breakdown of plant or equipment or defect in the premises or building.</li> </ul>	<ul style="list-style-type: none"> <li>• A total lease term of 5 years must be offered under the Retail Leases Act 2003. This may be an initial term of 5 years with an option to renew, or 5 years in total including any options</li> <li>• Further option to renew the Lease is offered</li> <li>• CPI or fixed increases</li> <li>• Market rental increases generally upon Tenant exercising option to renew</li> </ul>
Lease (Tele-communications)	<ul style="list-style-type: none"> <li>• GROUP D Tenants</li> <li>• Applies to telecommunications corporations (Telstra, Vodafone etc)</li> </ul>	<ul style="list-style-type: none"> <li>• The Telecommunications Act 1997 applies to this lease. Clauses have been drafted to reflect legislative requirements</li> <li>• Usually telecommunications equipment is installed on the land, rooftop or high voltage tower (eg monopole, equipment cabin etc)</li> <li>• Monopole and equipment shelter to be separately metered</li> <li>• Requirement for telco to install a dual padlock or</li> </ul>	<ul style="list-style-type: none"> <li>• Long term lease permitted, usually 20 years</li> <li>• Telco may request "break" clauses in the Lease (eg right to terminate every five years during the term)</li> <li>• CPI or fixed increases</li> </ul>

Agreement Type	Type of Tenant or Community Group	Characteristic of Agreement	Length of Agreement and Rent Increases
		<ul style="list-style-type: none"> <li>multi-lock system approved by Council to enable shared access to the Land</li> <li>• 24/7 access permitted by Tenant</li> <li>• Gross rental negotiated which includes rates and other taxes/levies</li> <li>• Other clauses require the Tenant to install its own metre for electricity usage</li> <li>• Tenant may request a lightpole swap on a Council reserve with a monopole. Council may negotiate an upgrade to floodlights if required</li> <li>• Tenant required to remove equipment at the end of the Lease, including equipment installed below the surface of the land and make good any damage caused by its removal</li> <li>• Monopole owned by Council. Council may elect for monopole to remain at end of the Lease (eg if used for floodlights).</li> </ul>	
Licence of Land	<ul style="list-style-type: none"> <li>• GROUP D &amp; F Licensees</li> <li>• Individuals or organisations who require use of land, eg laneway land, overflow carparking and storage purposes for plant and equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Non-exclusive use of land only, Council may end at any time</li> <li>• Licensee not permitted to add structures to land (eg fences)</li> <li>• Council may enter the land at any time and serve the Licensee with a Notice to Vacate</li> </ul>	<ul style="list-style-type: none"> <li>• Commercial use for overflow carparking (2-3 days)</li> <li>• Licence of laneway land – 5 years</li> </ul>
Seasonal Ground Allocation	<ul style="list-style-type: none"> <li>• GROUP E Licensees</li> <li>• Sports club for use of grounds only (eg football, cricket, soccer)</li> </ul>	<ul style="list-style-type: none"> <li>• Permits short term use of a reserve/oval over a season (Winter, Summer)</li> <li>• The use of facilities such as changerooms in an adjoining pavilion (if any) may be permitted for the term of the ground allocation</li> <li>• The sports club may also have the use of a pavilion adjoining the reserve under a separate Licence.</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Season for 1 year; or</li> <li>• 1 Season for 2 years or more</li> </ul>



Agreement Type	Type of Tenant or Community Group	Characteristic of Agreement	Length of Agreement and Rent Increases
		<ul style="list-style-type: none"> <li>• Agreement may be for the standalone use of a reserve if the group requires additional practice fields</li> <li>• If the Ground Allocation is not offered where the sports club has the use of the adjoining pavilion under a Licence, then the Licence for the use of the pavilion will automatically end</li> </ul>	
Third Party Hire Agreement	<ul style="list-style-type: none"> <li>• GROUP A Tenants (and in limited circumstances some Licensees) upon consent provided by Council)</li> </ul>	<ul style="list-style-type: none"> <li>• Attached to a Lease or Licence where Council permits the Tenant or Licensee to hire out the facility to a community group or individual</li> <li>• Hiring of facility must be consistent with the Tenant or Licensee's permitted use of the Premises</li> <li>• The Tenant or Licensee must use the revenue received from hiring of the Premises for purposes connected with the Tenant or Licensee's Permitted Use</li> <li>• Tenant or Licensee must ensure hirers has public liability insurance, otherwise hire fee is to include a fee for insurance.</li> <li>• Copies of all Hire Agreements and public liability insurance to be retained by the Tenant or Licensee and may be inspected by Council at any time</li> </ul>	<ul style="list-style-type: none"> <li>• Short term, from one day up to 1 year (eg Playgroup occupying a Preschool).</li> </ul>
Hire Agreement	<ul style="list-style-type: none"> <li>• GROUP G Hirers</li> <li>• Community groups, individuals or commercial organisations</li> </ul>	<ul style="list-style-type: none"> <li>• An agreement for the hire of a hall</li> <li>• Fees are either: <ul style="list-style-type: none"> <li>- Commercial: for businesses, commercial organisation and individuals, or</li> <li>- Community: for not-for-profit community</li> </ul> </li> <li>• The above two tiers are based on an hourly rate during the week and a flat rate on the weekend</li> <li>• Restrictions apply for hours of use in halls depending on location</li> </ul>	<ul style="list-style-type: none"> <li>• Irregular or one day use only <ul style="list-style-type: none"> <li>– halls and meeting rooms</li> </ul> </li> <li>• Hire Agreement for halls may be up to 1 year. Extension beyond 1 year may be granted</li> </ul>

Agreement Type	Type of Tenant or Community Group	Characteristic of Agreement	Length of Agreement and Rent Increases
		<ul style="list-style-type: none"> <li>• The Hirer will be required to hold public liability insurance, otherwise an additional fee will apply</li> <li>• Other terms and conditions apply for use of halls</li> </ul>	
Residential Lease	<ul style="list-style-type: none"> <li>• GROUP F</li> <li>• Individuals</li> </ul>	<ul style="list-style-type: none"> <li>• Standard Residential Tenancy Agreement prepared by managing agents in accordance with the <i>Residential Tenancies Act 1997</i></li> </ul>	<ul style="list-style-type: none"> <li>• 1 year term, renewed annually upon agreement with Tenant.</li> </ul>

# Annexure C – Active Monash Fees and Charges

## Sporting Reserve and Pavilion Grading and Charges

(July 2016 to June 2017)

### 1. Sporting Reserves

*Sporting reserves have been graded, and are charged as a small proportion of Council's maintenance costs. Higher grades reflect higher maintenance costs. All costs shown are on a per team basis, unless otherwise indicated.*

#### Archery

Grade	Reserve	Club Charge	Period
N/A	Freeway	\$697.60	Yearly

#### Athletics

Grade	Reserve	Club Charge	Period
A	Central	\$1,887.40	Yearly
B	Davies	\$697.60	Yearly

#### Baseball

Grade	Reserve	Senior	Junior	Under 13	Period
A	Napier Park	\$268.20	\$124.40	\$24.90	Seasonal
B	Gladeswood	\$195.80	\$97.30	\$23.80	Seasonal
C	Scotchmans Run	\$146.00	\$74.10	\$24.50	Seasonal

#### BMX

Grade	Reserve	Club Charge	Period
N/A	Stan Riley	\$697.60	Yearly

#### Cricket

Grade	Reserve	Senior	Junior	Under 13	Period
A – Turf	Central South & Central North	\$4,064.60	\$2,011.80	N/A	Seasonal
A – Turf Sunday	Central South & Central North	\$2,033.40	\$1,006.00	N/A	Seasonal
B – Turf	Essex Heights, Warrawee, Mount Waverley,	\$3,565.00	\$1,779.20	N/A	Seasonal
B – Turf Sunday	Essex Heights, Warrawee, Mount Waverley,	\$1,782.50	\$892.30	N/A	Seasonal

<b>C – Turf</b>	Meade, Mulgrave (East), Pinewood, W.A. Scammell	\$3,131.20	\$1,568.30	N/A	Seasonal
<b>C – Turf Sunday</b>	Meade, Mulgrave (East), Pinewood, W.A. Scammell	\$1,566.10	\$784.20	N/A	Seasonal
<b>Synthetic</b>	Ashwood College	\$697.60	\$348.30	\$23.80	Seasonal
	Batesford				
	Brandon Park				
	Brentwood				
	Caloola (East)				
	Caloola (West)				
	Capital				
	Carlson				
	Columbia Park				
	Freeway (North & South)				
	Fregon Reserve				
	Gladeswood Reserve				
	Glen Waverley North				
	Jingella				
	Jordan				
	Lum (West)				
	Mayfield Park				
	Mulgrave (West & Centre)				
	Princes Hwy West				
	Princes Hwy East				
	Scotchmans Run				
	Southern				
	Tally Ho				
	Wellington				
<b>D</b>	Larpen	\$475.90	\$235.80	\$23.80	Seasonal
	Lum (East)				
	School Grounds				

#### Croquet

Grade	Reserve	Club Charge	Period
N/A	Electra	\$697.60	Yearly

#### Darts

Grade	Reserve	Club Charge	Period
N/A	Princes Hwy West	Pavilion fee only	Yearly

### Dog Clubs

Grade	Reserve	Club Charge	Period
N/A	Electra	\$697.60	Yearly

### Fencing

	Reserve	Club Charge	Period
N/A	N/A	N/A	Yearly

### Football

Grade	Reserve	Senior	Junior	Under 13	Period
A	Central (South & North)	\$838.20	\$419.60	\$24.90	Seasonal
B	Clayton	\$697.60	\$351.50	\$23.80	Seasonal
	Essex Heights				
	Mount Waverley				
	Mulgrave (East)				
	WA Scammell				
C	Brentwood	\$600.30	\$300.70	\$24.30	Seasonal
	Capital				
	Columbia Park				
	Jordan				
	Mayfield Park				
	Mulgrave (West)				
	Pinewood				
Princes Hwy (West)					
D	Tally Ho	\$351.50	\$178.50	\$24.30	Seasonal
	Wellington				
	School Grounds				
	Princes Hwy (East)				

### Golf

Reserve	Club Charge	Period
Oakleigh Golf Course	Pavilion fee only	Yearly
Glen Waverley Golf Course	Pavilion fee only	Yearly

### Horse Riding

Reserve	Type	Club Charge	Period
Drummies Bridge	Full Usage	\$1,049.10	Yearly
Drummies Bridge	Restricted Usage	\$524.60	Yearly

## Netball

Reserve	Association Charge	Period
Ashwood College	\$697.60	Seasonal

## Rugby – Union & League

Grade	Reserve	Senior	Junior	Under 13	Period
A	Holmesglen	\$740.90	\$366.70	\$24.90	Seasonal
	Fregon				
B	Jingella	\$697.60	\$351.50	\$24.90	Seasonal

## Soccer

Grade	Reserve	Senior	Junior	Under 13	Period
A	Jack Edwards (1)	\$697.60	\$351.50	\$24.90	Seasonal
	Gardiners Creek (South)				
B	Argyle	\$586.30	\$292.00	\$24.90	Seasonal
	Ashwood (Nth)				
	Brandon Park				
	Caloola				
	Carlson				
	Freeway (Nth/ Sth)				
	Glen Waverley North				
	Larpent				
C	Gardiners (Centre and North)	\$492.10	\$243.40	\$24.90	Seasonal
	Jack Edwards (2, 3, 4)				
	Batesford				
	Southern				

## Soccer – Synthetic Pitch

Group	Period	Hourly rate	Sports lighting
Monash Based Clubs	1 <sup>st</sup> July 2016 – 30 <sup>th</sup> June 2017	\$22.00	\$20.00 p/h
Monash Based Schools	1 <sup>st</sup> July 2016 – 30 <sup>th</sup> June 2017	\$33.00	\$20.00 p/h
Other Users	1 <sup>st</sup> July 2016 – 30 <sup>th</sup> June 2017	\$44.00	\$20.00 p/h

## Softball

Grade	Reserve	Senior	Junior	Under 13	Period
A	Waverley Womens Softball Centre	\$125.50	\$64.90	\$24.90	Seasonal
B	Other Sites	\$73.50	\$36.80	\$24.90	Seasonal

## Touch Football

Reserve	Club/ Competition Charge	Period
Fregon Reserve Holmesglen	\$697.60	Seasonal
Jingella Reserve		
Freeway South Reserve		

## 2. Sporting Pavilions

*Based upon current amenities, pavilions have been rated from A – highest standard to D – basic standard. The categories 'Club Fee' and 'Association Fee' have been reserved for other recreation/sporting groups or associations.*

Grade	Pavilion
A	Carlson Reserve
	Central Reserve North
	Central Reserve South (Grandstand)
	Fregon Reserve
	Gardiners Reserve (South / Senior)
	Glen Waverley North Reserve
	Jack Edwards Reserve (West / Senior)
	Jordan Reserve
	Holmesglen Reserve
	Meade Reserve
	Mount Waverley Reserve
	Mulgrave Reserve
	Princes Highway Reserve West (Football / Cricket)
	Tally Ho Reserve
	Warrabee Park (Wilkinson Pavilion)
B	Brentwood Reserve
	Capital Reserve
	Columbia Park Reserve
	Essex Heights Reserve
	Mayfield Park Reserve
	Napier Park (West / Senior Change rooms)
	Pinewood Reserve
WA Scammell Reserve	
C	Argyle Reserve
	Batesford Reserve
	Brandon Park Reserve

	Freeway Reserve (East / Change rooms)
	Gardiners Reserve (North / Junior)
	Gladeswood Reserve
	Jack Edwards Reserve (East / Junior)
	Lum Reserve (West)
	Scotchmans Run Reserve
	Warrawee Park (Grandstand)
	Wellington Reserve
D	Ashwood College (Cricket)
	Ashwood Reserve (North)
	Caloola Reserve
	Central Reserve (Change rooms)
	Jingella Reserve
	Larpen Reserve
	Napier Park (South / Junior Change rooms)
	Princes Highway Reserve East
	Southern Reserve

<b>Ungraded</b>	<b>Pavilion</b>
Club Fee	Central Reserve (Athletics)
	Davies Reserve (Athletics)
	Drummies Bridge Reserve
	Electra Reserve
	Freeway Reserve (Archery)
	Freeway Reserve (West / Social Pavilion)
	Glen Waverley Golf Club Pavilion
	Napier Park (East / Social Pavilion)
	Oakleigh Golf Club Pavilion
	Princes Highway Reserve West (Darts)
Association Fee	Ashwood College Reserve (Netball)
	Waverley Women's Softball Centre

### Pavilion Fees

Grade	Senior	Junior	Under 13
A	\$488.90	\$243.40	No Charge
B	\$351.50	\$178.50	No Charge
C	\$259.60	\$129.80	No Charge
D	\$126.60	\$64.90	No Charge
<b>CLUB FEE</b>		\$352.60 (Annual Fee)	
<b>ASSOCIATION FEE</b>		\$1,034.00 (Annual Fee)	
<b>OFF SEASON PAVILION FEE</b>		\$183.90 (Pavilion access only)	



## Annexure D – Community Halls Fees and Charges

Room Type / Category / Other Charges	Fee	
	Community Use	Commercial Use
Small Hall – Monday to Friday (Per Hour)	20.30	29.70
Small Hall – Saturday/Sunday/Public Holidays (Per Hire)	286.00	420.20
Small Hall – New Year’s Eve (Per Hire)	371.80	546.75
Small Meeting Room – Monday to Friday (Per Hour)	11.20	16.80
Small Meeting Room – Saturday/Sunday/Public Holidays (Per Hire)	102.85	147.95
Small Meeting Room – New Year’s Eve (Per Hire)	133.65	192.50
Medium Hall – Monday to Friday (Per Hour)	28.00	41.60
Medium Hall – Saturday/Sunday/Public Holidays (Per Hire)	525.80	770.00
Medium Hall – New Year’s Eve (Per Hire)	684.20	1004.30
Medium Meeting Room – Monday to Friday (Per Hour)	16.80	24.90
Medium Meeting Room – Saturday/Sunday/Public Holidays (Per Hire)	114.40	160.60
Medium Meeting Room – New Year’s Eve (Per Hire)	148.50	209.00
Large Hall – Monday to Friday (Per Hour)	33.70	50.00
Large Hall – Saturday/Sunday/Public Holidays (Per Hire)	753.50	1113.75
Large Hall – New Year’s Eve (Per Hire)	981.20	1445.95
Large Meeting Room – Monday to Friday (Per Hour)	22.20	33.40
Large Meeting Room – Saturday/Sunday/Public Holidays (Per Hire)	119.90	173.25
Large Meeting Room – New Year’s Eve (Per Hire)	156.20	224.95
Data Projector (Each)	23.10	23.10

## Annexure E – Client Manager and Contact Information for Tenants and Licensees

TENANT CATEGORY	TENANT	DEPARTMENT	CONTACT
Group A – Not for Profit Community Groups	Community Offices Neighbourhood Houses	Community Planning and Development	Community Development Co-ordinator 9518 3531
	Kindergartens (cluster and non-cluster) Toy Libraries	Children, Youth & Family Services	Co-ordinator, Early Years and Family Services 9518 3265
	Arts and Cultural Groups Historical Societies	Information and Arts	Events and Cultural Development Co-ordinator 9518 3569
	Community Gardens		
Group B – Other Not for Profit Community Service Organisations and Agencies	Independent living units or hostels (eg Oakleigh Lions Club Elderly People's Home, Waverley Lions Village, Oakleigh Centre and Disability Housing Services) Employment workshops for people with disabilities	Community Planning and Development  Property Department	Community Development Co-ordinator 9518 3531  Co-ordinator Property 9518 3429
Group C - Government Organisations and Agencies	Health and Human services (eg Department of Health & Human Services/Link Health and Community) Emergency services (eg SES)	Community Planning and Development  Property Department	Community Development Co-ordinator 9518 3531  Co-ordinator Property 9518 3429
Group D – Commercial Tenants	Telecommunications – Optus, Telstra, Vodafone etc	Property Department	Co-ordinator Property 9518 3429
Group E – Sport and Recreation Clubs		Active Monash	Co-ordinator Sport & Recreation 9518 3561
Group F – Residential Tenants	Residential Properties	Property Department	Co-ordinator Property 9518 3429

Group G – Casual Hirers of Community Halls and Meeting Rooms		Corporate Administration and Customer Service	Co-ordinator, Oakleigh Service Centre & Halls 9518 3290
Group H – Miscellaneous Tenants and Licensees		Property Department	Co-ordinator Property 9518 3429