



Shire of  
Donnybrook Balingup

# PROPERTY MANAGEMENT FRAMEWORK

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# FRAMEWORK

## BACKGROUND

After a review of the management of Shire properties, a revised and structured leasing and licensing framework (Framework) has been developed to ensure the Shire is meeting the demands and needs of the community. The Framework is supported by a policy containing the overarching objectives. The Framework provides a classification for leases and licences, along with an equitable methodology for calculating annual lease and licence fees.

The Shire’s properties are leased or licenced to a range of community groups, sport and recreation clubs or associations, government agencies and commercial entities.

The Framework provides community groups and sporting clubs in categories One and Two with a Community Benefit Subsidy if they demonstrate their use of the property benefits the community.

The Framework also establishes general terms and conditions that the Shire will use as the basis for negotiating all leases and licences, along with a detailed Maintenance Responsibility Guide.

## GUIDING PRINCIPLES – OBJECTIVES

The objectives of the Framework are:

- To meet Objective 13.1 of Council Plan’s to ‘Enable community organisations and community champions to deliver services and projects to meet local needs’, by developing a standardised community lease for community and sporting groups; and
- To establish and clarify a common set of responsibilities and costs with parity between leases/tenants; and
- To ensure transparency and equity, all financial and in-kind subsidisation by Council will be recognised where Shire

owned, and managed properties are used to meet demonstrated community needs; and

- To establish manageable governance and administration for both the tenant and the Shire; and
- To enable innovation, capacity building and revenue opportunities for lease/tenants; and
- To ensure sustainable Shire owned and managed properties, effective asset management and demonstrated sound financial management will be prioritised.

## STRATEGIC CONTEXT



## TYPES OF OCCUPANCY AGREEMENTS

The Shires main types of occupancy agreements include:

- Lease – exclusive occupation and use; and
- Licence – contractual right to non-exclusive occupation and/or use; and
- Management Agreement – contractual arrangement outlining the terms and

conditions associated with usage, as negotiated.

- Property hire (regular or occasional use of a property to deliver community-based programs, events, and activities) on an hourly or daily rate, is not covered within the Framework.

## GOVERNANCE

With respect to leases/licences over Crown property managed by the Shire under a Management Order, prior approval will be obtained from the Minister of Lands, in accordance with the *Land Administration Act 1997*.

Lease/licence agreements will be advertised by a Local Public Notice unless the organisation is a not-for-profit charitable, benevolent, religious, cultural, educational, recreational, or sporting one, in accordance with the *Local Government Act 1995*.

## LEASES

A lease is a right granted by the owner of land for an occupant to have the exclusive use of that land for a specified period in exchange for an agreed rental payment.

In the sporting context, lease agreements are usually used where the site is either fully occupied for a specific purpose, for example bowling greens, tennis courts and synthetic hockey pitches; or where a club has made substantial contributions to the development of the site.

If a tenant has exclusive occupancy over the land or facility, it follows that the maintenance and management expectations placed on the tenant will usually be greater than they are under licence or hire agreements that are not exclusive.

## LICENCES

Under the terms and conditions of a licence contract, the tenant is granted permission to

access property for a specified purpose(s), such as conduct of a sporting activity at specified times and under specified conditions. Licenses are usually used in cases where the facility or premises is shared by several groups, rather than lease agreements.

A license agreement does not provide for exclusive use of a facility beyond the specified times of access, so no 'interest' in the land is created. It is reasonable to expect the rights and obligations of the lessee in respect to maintenance and management of the facility would be less stringent under a license agreement than a lease agreement.

## MANAGEMENT AGREEMENT

A management agreement is a contractual arrangement between the Shire and a tenant that outlines the terms and conditions associated with usage. The terms and conditions are not standard and are negotiated between the two parties.

## CLASSIFICATION OF TENANT

Under this framework, all tenants or prospective tenants of Shire properties will fall into one of four categories. Tenants are classified using the Tenant Category Classification Flowchart (Appendix B).

The categories are:

<b>Category One</b>	Small community groups
<b>Category Two</b>	Sporting clubs, community groups and organisations
<b>Category Three</b>	Commercial entities, state and national clubs, associations, and community organisations
<b>Category Four</b>	Government agencies

## EXISTING TENANCY TRANSITION

Existing tenants will be asked to move over to the new Framework to ensure consistency and equity between all leases. Tenants will not be able to take advantage of the rent subsidy

offered unless they are categorised under this Framework.

Existing Commercial leases are not required to change until such time as their agreements expire.

## **FUTURE TENANCY ARRANGEMENTS**

Where a prospective tenant/group makes a requests/requires a new tenancy agreement for a new building on Shire owned/managed land a lease agreement and a management agreement are to be drawn up, with no expense to the Shire.

The Shire's Building Service Level Hierarchy is to be taken into consideration before approving any lease, licence, or management agreement.

See the Occupancy Agreement Process Flowchart for more detailed information.

## **ANNUAL TENANCY FEE METHODOLOGY**

The Shire is committed to providing access to property for the benefit of the Donnybrook Balingup community. The Shire does not seek to derive profit from leases in categories One or Two.

The annual fee methodology is based on the minimum Gross Rental Value (GRV) of the property with a subsidy applied based on a community benefit matrix.

Rent for category Three and Four tenants is negotiated by reference to a current Market Rental Valuation for the property.

## **COMMUNITY BENEFIT MATRIX**

To make Shire properties accessible and readily available, subsidies are available to organisations within categories One and Two. See Appendix C.

## **SUBSIDY FORMULA**

The Shire will credit a category One or Two tenant with the appropriate percentage reduction based on the community benefit matrix. See Appendix C.

## **ELIGIBILITY & APPLICATION**

For community groups and clubs to be assessed for the community benefit subsidy, the tenant must provide the required documentation via the Annual Health Check.

## **GLOSSARY**

### **CAPITAL RENEWAL**

Relates to expenses incurred to restore the original function of the facility by replacing elements that have a life cycle shorter than planned for the entire facility. For example, replacing carpets.

The Shire is responsible for capital renewal and repairs, which relate to major structural elements of the building such as the roof or load bearing walls. The Shire is also responsible for expenses incurred to restore the original function of the facility by replacing elements that have a life cycle shorter than planned for the entire facility.

### **CAPITAL UPGRADE**

Refers to enhancements to the existing facility to provide a higher level of service and/or enhancement which extends the original functionality or space. Capital upgrades extend the asset to cater for growth or additional service levels. Capital upgrades are at the Shire's sole discretion and must demonstrate an alignment with the Shire's Strategic Objectives.

The tenant may apply to Council for financial assistance to upgrade a leased/licenced facility with requests being considered as part of the budget process in the year in which the

requests are received. The Shire will also work to assist groups when applying for funding.

## **CONTRACTUAL RIGHT**

A right arising out of a contractual arrangement, for example the right to non-exclusive use of a property under a Licence or Management Agreement.

## **EMERGENCY SERVICES LEVY (ESL)**

The Emergency Services Levy (ESL) is a Department of Fire and Emergency Services compulsory levy for all buildings, which funds Western Australia's fire and emergency services, including career fire stations, volunteer fire brigades, State Emergency Service units, the Volunteer Marine Rescue Service, and the multi-purpose Volunteer Emergency Service units.

## **GROSS RENTAL VALUE**

The Gross Rental Value is an annual rental value for a property determined by the Valuer General. This means properties are valued on their potential rental income rather than their capital value.

## **HEALTH CHECK**

The Health Check is a document required to be completed by community groups and sporting clubs in category One and Two. It includes contact details and information on committee contacts, committee, membership, and financial management. The Health Check will be provided to groups and must be completed and returned to the Shire with the required supporting information within a reasonable timeframe. See Appendix A.

## **MAINTENANCE RESPONSIBILITIES**

Facility maintenance includes minor day-to-day maintenance that can be performed by a non-tradesperson and more significant programmed and non-programmed asset renewal maintenance requiring the services of

a qualified tradesperson or experienced maintenance person.

All maintenance obligations and maintenance standards will be clearly articulated in specific schedules to lease and licence documents and are highlighted in the Schedule of Maintenance Responsibility.

Each tenant is required to maintain the facility in accordance with the maintenance schedule attached to their lease or licence using the services of registered and qualified tradespeople.

The maintenance schedule outlines the responsibilities of the Shire and the tenant.

## **NOT-FOR-PROFIT COMMUNITY GROUPS**

Are groups incorporated under the *Associations Incorporation Act 1987* and have their primary base of operation located within the Shire of Donnybrook Balingup.

## **OUTGOINGS**

Outgoings are fees or charges associated with the use of a property. These may include utilities such as water, electricity, and gas. Outgoings are charged in addition to rent, licence fees and rates and taxes. The Shire may require outgoings to be paid by instalments, based on an annual estimated budget for the premises (variable outgoings). Outgoings and variable outgoings are subject to annual review.

## **PROPRIETARY RIGHT**

A right to use or occupy property which allows exclusion of others from use, alienates other interests and is enforceable against all except those with a better proprietary right.

## **PEAK BODY**

A non-government organisation whose membership consists of smaller organisations of allied interests. The peak body thus offers a

strong voice for the specific community sector in the areas of lobbying government, community education and information sharing between member groups and interested parties.

# STANDARD RENTAL FEE AND EXPENSES

## CATEGORY ONE (1) SMALL COMMUNITY GROUPS

RENTAL FEE AND EXPENSES		
Agreement Type	Licence	Lease
50% Market Rental Valuation Costs		
Air-conditioning Capital Repairs		
Air-conditioning Servicing, Maintenance & Repairs	●	●
Alterations	●	●
Auxiliary Power Supply & Costs	●	●
Bank Guarantee/Cash Bond		
Building Insurance Excess	●	●
Capital Upgrades		
Consumables	●	●
Costs to Restore Premises on Termination	●	●
Drainage and Sewerage Rates		
Electricity	●	●
Emergency Services Levy		
Gas	●	●
Installation/Connection Costs	●	●
Insurance - Building		
Insurance – Fixtures & Fittings, Equipment & Stock	●	●
Insurance - Public Liability	●	●
Insurance – Workers Compensation	●	●
Legal Costs – Lease Drafting		
Legal Costs – Sub-Lease Drafting		●
Local Government Rates & Service Charges		
Metre Rent	●	●
Minor Maintenance & Repairs	●	●
Other Consumption Charges	●	●
Pest Inspection (Rodents/Insects)	●	●
Phone/Internet	●	●
Redecorating Costs		
Rental Fee	Min. GRV	Min. GRV
Rubbish/ Recycling Bins	●	●
Safety & Testing Obligations – Australian Standards & DFES Requirements		

Safety & Testing Obligations - OSH	●	●
Security Systems		
Sewage Disposal		●
Statutory Compliance		
Stormwater Disposal		
Structural Maintenance		
Taxes		
Termite Inspections		
Water & Associated Water Charges	●	●

## CATEGORY TWO (2) SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS

RENTAL FEE AND EXPENSES		
Agreement Type	Licence	Lease
50% Market Rental Valuation Costs		
Air-conditioning Capital Repairs		
Air-conditioning Servicing, Maintenance & Repairs	●	●
Alterations	●	●
Auxiliary Power Supply & Costs	●	●
Bank Guarantee/Cash Bond		
Building Insurance Excess	●	●
Capital Upgrades		
Consumables	●	●
Costs to Restore Premises on Termination	●	●
Drainage and Sewerage Rates		
Electricity	●	●
Emergency Services Levy		
Gas	●	●
Installation/Connection Costs	●	●
Insurance - Building		
Insurance – Fixtures & Fittings, Equipment & Stock	●	●
Insurance - Public Liability	●	●
Insurance – Workers Compensation	●	●
Legal Costs – Lease Drafting		
Legal Costs – Sub-Lease Drafting		●
Local Government Rates & Service Charges		
Metre Rent	●	●
Minor Maintenance & Repairs	●	●
Other Consumption Charges	●	●
Pest Inspection (Rodents/Insects)	●	●
Phone/Internet	●	●
Redecorating Costs		
Rental Fee	Min. GRV	Min. GRV
Rubbish/ Recycling Bins	●	●
Safety & Testing Obligations – Australian Standards & DFES Requirements		
Safety & Testing Obligations - OSH	●	●
Security Systems		
Sewage Disposal		●

Statutory Compliance		
Stormwater Disposal		
Structural Maintenance		
Taxes		
Termite Inspections		
Water & Associated Water Charges	●	●

**CATEGORY THREE (3) COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS, AND COMMUNITY ORGANISATIONS**

RENTAL FEE AND EXPENSES		
Agreement Type	Licence	Lease
50% Market Rental Valuation Costs	●	●
Air-conditioning Capital Repairs		
Air-conditioning Servicing, Maintenance & Repairs	●	●
Alterations	●	●
Auxiliary Power Supply & Costs	●	●
Bank Guarantee/Cash Bond	●	●
Building Insurance Excess	●	●
Capital Upgrades	●	●
Consumables	●	●
Costs to Restore Premises on Termination		
Drainage and Sewerage Rates	●	●
Electricity	●	●
Emergency Services Levy	●	●
Gas	●	●
Installation/Connection Costs	●	●
Insurance - Building		●
Insurance – Fixtures & Fittings, Equipment & Stock	●	●
Insurance - Public Liability	●	●
Insurance – Workers Compensation	●	●
Legal Costs – Lease Drafting	●	●
Local Government Rates & Service Charges	●	●
Metre Rent	●	●
Minor Maintenance & Repairs	●	●
Other Consumption Charges	●	●
Pest Inspection (Rodents/Insects)	●	●
Phone/Internet	●	●
Redecorating Costs	●	●
Rental Fee	Negotiated based on MRV	Negotiated based on MRV
Rubbish/ Recycling Bins	●	●
Safety & Testing Obligations – Australian Standards & DFES Requirements	●	●
Safety & Testing Obligations - OSH	●	●
Security Systems	●	●

### RENTAL FEE AND EXPENSES

Agreement Type	Licence	Lease
Statutory Compliance	●	●
Stormwater Disposal	●	●
Structural Maintenance		
Taxes	●	●
Termite Inspections		
Water & Water Charges	●	●

## CATEGORY FOUR (4) GOVERNMENT AGENCIES

TENANTS RENTAL FEE AND EXPENSE		
Agreement Type	Licence	Lease
50% Market Rental Valuation Costs	●	●
Air-conditioning Capital Repairs		
Air-conditioning Servicing, Maintenance & Repairs	●	●
Alterations	●	●
Auxiliary Power Supply & Costs	●	●
Bank Guarantee/Cash Bond	●	●
Building Insurance Excess	●	●
Capital Upgrades	●	●
Consumables	●	●
Costs to Restore Premises on Termination		
Drainage and Sewerage Rates	●	●
Electricity	●	●
Emergency Services Levy	●	●
Gas	●	●
Installation/Connection Costs	●	●
Insurance - Building		●
Insurance – Fixtures & Fittings, Equipment & Stock	●	●
Insurance - Public Liability	●	●
Insurance – Workers Compensation	●	●
Legal Costs – Lease Drafting	●	●
Local Government Rates & Service Charges	●	●
Metre Rent	●	●
Minor Maintenance & Repairs	●	●
Other Consumption Charges	●	●
Pest Inspection (Rodents/Insects)	●	●
Phone/Internet	●	●
Redecorating Costs	●	●
Rental Fee	Negotiated based on MRV	Negotiated based on MRV
Rubbish/ Recycling Bins	●	●
Safety & Testing Obligations – Australian Standards & DFES Requirements	●	●
Safety & Testing Obligations - OSH	●	●

Security Systems	●	●
Statutory Compliance	●	●
Stormwater Disposal	●	●
Structural Maintenance		
Taxes	●	●
Termite Inspections		
Water & Water Charges	●	●

# SUMMARY OF ESSENTIAL CONDITIONS AND TERMS TEMPLATE

## CATEGORY ONE (1) SMALL COMMUNITY GROUPS

SUMMARY OF ESSENTIAL CONDITIONS AND TERM TEMPLATE	
Initial Term	5 years
Option	Up to 2 x 5 years options (by negotiation)
Responsibilities of Tenant  <i>This is a precis only. Tenants must refer to their lease for full agreement details.</i>	<p><b>Grant of Lease</b></p> <ul style="list-style-type: none"> <li>Acknowledge that the Minister for Lands' consent is required under the Land Administration Act 1997 ([For reserve/crown land, the Minister for Lands' consent (through the Department of Planning, Lands and Heritage) must be obtained to the terms of the lease prior to signing of the lease by the parties.]</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>Tenant to pay outgoings or charges, assessed or incurred in respect of the Premises. – Outlined in table of rent and expenses</li> <li>Pay interest on amounts payable which are unpaid.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Pay all premiums and produce to the Shire each policy or certificate of currency for:               <ul style="list-style-type: none"> <li>Public Liability</li> <li>Content Insurance</li> </ul> </li> <li>Report any damage or any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the premises or to any person in or on the premises.</li> <li>Indemnifies the Shire (and Minister of Lands) from and against all actions, claims, costs, proceedings, suits and demands.</li> </ul> <p><b>Maintenance, Repair and Cleaning</b></p> <ul style="list-style-type: none"> <li>As per the Schedule of Maintenance Responsibilities provided.</li> <li>Ensure the Premises, including Shire's Fixtures and Fittings, are appropriately secured at all times.</li> <li>Regularly inspect and maintain in good condition any part of the premises and surrounds.</li> <li>Must not remove any tree, or shrub, or hedge without consent.</li> <li>Is wholly and solely responsible for the maintenance and repair of all buildings and improvements constructed on the premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required.</li> <li>Development proposed on the premises during the term shall be the responsibility of and carried out by (and at the cost of) the tenant, subject to the tenant having obtained all necessary statutory approvals.</li> </ul> <p><b>Alterations</b></p>

- Must obtain consent from the Shire and any other appropriate agency as written in law prior to installing new signage, making any alteration, addition or improvements to or demolish any part of the Premises or remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.
- Must pay for alterations.
- Must carry out works in accordance with the Shire's requirements.

#### **Use**

- Must not and must not suffer or permit a person to:
  - use the premises for any purpose that does not align with the Permitted Purpose (outlined in the lease schedule); or
  - Carry out on the premises any harmful, offensive or illegal act, matter or thing, or may cause a nuisance or disturbance to adjoining properties; or
  - Store any dangerous compound or substances; or
  - Display from or affix any signs, notices, or advertisements on the premises without the prior written consent from the Shire; or
  - Use the premises as the residence or sleeping place of any person or for auction sales; or
  - must not sell or supply liquor from the premises or allow liquor to be sold or supplied from the premises without the prior written consent and then only in accordance with written laws.

#### **Right of Entry**

- Must permit the entry by the Shire onto the Premises (without notice) in the case of an emergency, and otherwise upon reasonable notice.
- In the event of an emergency or natural disaster which has an actual or possible impact on residents of the Shire of Donnybrook Balingup, the Shire may issue a notice requiring the tenant to immediately permit the Shire to have access to and use of the Premises for public purposes.

#### **Statutory obligations and notices**

- Must comply with all written laws.

#### **Safety & Testing Obligations**

- Comply with the requirements of the *Occupational Safety and Health Act 1984*, by having all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person.

#### **Report to Shire**

- Acts of vandalism.
- Any incidents which occur on or near the premises which involves or is likely to involve the police; or pollution of the environment; or a notice, order or summonses which is received by the tenant which affect the premises.
- Changes made to the tenants' rules under the *Associations Incorporation Act 2015*.

#### **Option to renew**

- Must give the Shire notice of their renewal plans at least 3 months prior to lease expiry.

	<p><b>Obligations on Termination</b></p> <ul style="list-style-type: none"> <li>• Must: <ul style="list-style-type: none"> <li>- peacefully surrender and return the premises to the Shire; and</li> <li>- restore the premises to the condition as agreed by both parties in the lease; and</li> <li>- return all keys and security access devices/locks; and</li> <li>- remove property prior to termination.</li> </ul> </li> </ul> <p><b>Rights to Sublet</b></p> <ul style="list-style-type: none"> <li>• Must not sublet prior to obtaining written consent from the Shire.</li> </ul> <p><b>Provision of Information</b></p> <ul style="list-style-type: none"> <li>• Must complete the Shires Annual Health Check.</li> </ul> <p><b>Goods and Services Tax</b></p> <ul style="list-style-type: none"> <li>• Is responsible for paying GST on considerations in connection with the lease.</li> </ul> <p><b>Shire's Consent</b></p> <ul style="list-style-type: none"> <li>• Must comply with conditions on any conditional consent granted by the Shire.</li> </ul>
<p><b>Responsibilities of the Shire</b></p> <p><i>This is a precis only. Tenants must refer to their lease for full agreement details.</i></p>	<p><b>Quiet Enjoyment</b></p> <ul style="list-style-type: none"> <li>• Must not cause and interruptions or disturbances for the tenant during the term of the lease. Except as provided in the Lease and subject to the performance and observance of the tenants' Agreements.</li> </ul> <p><b>Rent Review</b></p> <ul style="list-style-type: none"> <li>• Review the rent by CPI on and from each Rent Review Date as stated in the lease.</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>• Must raise a tax invoice for all rent and outgoings payable by the tenant.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>• Shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Promises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.</li> <li>• May settle an insurance claim.</li> </ul> <p><b>Report</b></p> <ul style="list-style-type: none"> <li>• Any damage to the premises of which they are aware; and</li> <li>• Any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.</li> </ul> <p><b>Alterations</b></p> <ul style="list-style-type: none"> <li>• Give consent with or without conditions for alterations.</li> </ul>

**Right of Entry**

- Must give reasonable notice before entry onto premises unless in an emergency.
- Must issue a notice to the tenant.

**Safety & Testing Obligations**

- Ensure that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained, and inspected to ensure for safe for use.
- Must ensure that all fire protection and firefighting equipment, is tested regularly for compliance with Australian Standards and DFES's requirements.
- Ensure that the emergency/exit lighting systems on the Premises (if applicable) are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.

**Option to Renew**

- After receiving a written request from the tenant to renew the lease at least three months prior to the lease expiry the Shire will grant the tenant a lease for the further term at the Rent and on the same terms and conditions.

**GST invoice**

- Where the Basic Consideration is to be increased to account for the Shire shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the tenant to submit a claim for a credit or refund of GST.

## CATEGORY TWO (2) SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS

SUMMARY OF ESSENTIAL CONDITIONS AND TERM TEMPLATE	
Initial Term	5 years
Option	Up to 2 x 5 years options (by negotiation)
Responsibilities of Tenant  <i>This is a precis only. Tenants must refer to their lease for full agreement details.</i>	<p><b>Grant of Lease</b></p> <ul style="list-style-type: none"> <li>Acknowledge that the Minister for Lands' consent is required under the Land Administration Act 1997 ([For reserve/crown land, the Minister for Lands' consent (through the Department of Planning, Lands and Heritage) must be obtained to the terms of the lease prior to signing of the lease by the parties.]</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>Tenant to pay outgoings or charges, assessed or incurred in respect of the Premises. – Outlined in table of rent and expenses</li> <li>Pay interest on amounts payable which are unpaid.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Pay all premiums and produce to the Shire each policy or certificate of currency for:               <ul style="list-style-type: none"> <li>Public Liability</li> <li>Content Insurance</li> </ul> </li> <li>Report any damage or any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the premises or to any person in or on the premises.</li> <li>Indemnifies the Shire (and Minister of Lands) from and against all actions, claims, costs, proceedings, suits and demands.</li> </ul> <p><b>Maintenance, Repair and Cleaning</b></p> <ul style="list-style-type: none"> <li>As per the Schedule of Maintenance Responsibilities provided.</li> <li>Ensure the Premises, including Shire's Fixtures and Fittings, are appropriately secured at all times.</li> <li>Regularly inspect and maintain in good condition any part of the premises and surrounds.</li> <li>Must not remove any tree, or shrub, or hedge without consent.</li> <li>Is wholly and solely responsible for the maintenance and repair of all buildings and improvements constructed on the premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required.</li> <li>Development proposed on the premises during the term shall be the responsibility of and carried out by (and at the cost of) the tenant, subject to the tenant having obtained all necessary statutory approvals.</li> </ul> <p><b>Alterations</b></p> <ul style="list-style-type: none"> <li>Must obtain consent from the Shire and any other appropriate agency as written in law prior to installing new signage, making any alteration,</li> </ul>

addition or improvements to or demolish any part of the Premises or remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

- Must pay for alterations.
- Must carry out works in accordance with the Shire's requirements.

#### **Use**

- Must not and must not suffer or permit a person to:
  - use the premises for any purpose that does not align with the Permitted Purpose (outlined in the lease schedule); or
  - Carry out on the premises any harmful, offensive or illegal act, matter or thing, or may cause a nuisance or disturbance to adjoining properties; or
  - Store any dangerous compound or substances; or
  - Display from or affix any signs, notices, or advertisements on the premises without the prior written consent from the Shire; or
  - Use the premises as the residence or sleeping place of any person or for auction sales; or
  - must not sell or supply liquor from the premises or allow liquor to be sold or supplied from the premises without the prior written consent and then only in accordance with written laws.

#### **Right of Entry**

- Must permit the entry by the Shire onto the Premises (without notice) in the case of an emergency, and otherwise upon reasonable notice.
- In the event of an emergency or natural disaster which has an actual or possible impact on residents of the Shire of Donnybrook Balingup, the Shire may issue a notice requiring the tenant to immediately permit the Shire to have access to and use of the Premises for public purposes.

#### **Statutory obligations and notices**

- Must comply with all written laws.

#### **Safety & Testing Obligations**

- Comply with the requirements of the *Occupational Safety and Health Act 1984*, by having all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person.

#### **Report to Shire**

- Acts of vandalism.
- Any incidents which occur on or near the premises which involves or is likely to involve the police; or pollution of the environment; or a notice, order or summonses which is received by the tenant which affect the premises.
- Changes made to the tenants' rules under the *Associations Incorporation Act 2015*.

#### **Option to renew**

	<ul style="list-style-type: none"> <li>• Must give the Shire notice of their renewal plans at least 3 months prior to lease expiry.</li> </ul> <p><b>Obligations on Termination</b></p> <ul style="list-style-type: none"> <li>• Must: <ul style="list-style-type: none"> <li>- peacefully surrender and return the premises to the Shire; and</li> <li>- restore the premises to the condition as agreed by both parties in the lease; and</li> <li>- return all keys and security access devices/locks; and</li> <li>- remove property prior to termination.</li> </ul> </li> </ul> <p><b>Rights to Sublet</b></p> <ul style="list-style-type: none"> <li>• Must not sublet prior to obtaining written consent from the Shire.</li> </ul> <p><b>Provision of Information</b></p> <ul style="list-style-type: none"> <li>• Must complete the Shires Annual Health Check.</li> </ul> <p><b>Goods and Services Tax</b></p> <ul style="list-style-type: none"> <li>• Is responsible for paying GST on considerations in connection with the lease.</li> </ul> <p><b>Shire’s Consent</b></p> <ul style="list-style-type: none"> <li>• Must comply with conditions on any conditional consent granted by the Shire.</li> </ul>
<p>Responsibilities of the Shire</p> <p><i>This is a precis only. Tenants must refer to their lease for full agreement details.</i></p>	<p><b>Quiet Enjoyment</b></p> <ul style="list-style-type: none"> <li>• Must not cause and interruptions or disturbances for the tenant during the term of the lease. Except as provided in the Lease and subject to the performance and observance of the tenants’ Agreements.</li> </ul> <p><b>Rent Review</b></p> <ul style="list-style-type: none"> <li>• Review the rent by CPI on and from each Rent Review Date as stated in the lease.</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>• Must raise a tax invoice for all rent and outgoings payable by the tenant.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>• Shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Promises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.</li> <li>• May settle an insurance claim.</li> </ul> <p><b>Report</b></p> <ul style="list-style-type: none"> <li>• Any damage to the premises of which they are aware; and</li> </ul>

	<ul style="list-style-type: none"> <li>Any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.</li> </ul> <p><b>Alterations</b></p> <ul style="list-style-type: none"> <li>Give consent with or without conditions for alterations.</li> </ul> <p><b>Right of Entry</b></p> <ul style="list-style-type: none"> <li>Must give reasonable notice before entry onto premises unless in an emergency.</li> <li>Must issue a notice to the tenant.</li> </ul> <p><b>Safety &amp; Testing Obligations</b></p> <ul style="list-style-type: none"> <li>Ensure that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained, and inspected to ensure for safe for use.</li> <li>Must ensure that all fire protection and firefighting equipment, is tested regularly for compliance with Australian Standards and DFES's requirements.</li> <li>Ensure that the emergency/exit lighting systems on the Premises (if applicable) are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.</li> </ul> <p><b>Option to Renew</b></p> <ul style="list-style-type: none"> <li>After receiving a written request from the tenant to renew the lease at least three months prior to the lease expiry the Shire will grant the tenant a lease for the further term at the Rent and on the same terms and conditions.</li> </ul> <p><b>GST invoice</b></p> <ul style="list-style-type: none"> <li>Where the Basic Consideration is to be increased to account for the Shire shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the tenant to submit a claim for a credit or refund of GST.</li> </ul>
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**CATEGORY THREE (3) COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS, AND COMMUNITY ORGANISATIONS**

SUMMARY OF ESSENTIAL CONDITIONS AND TERM TEMPLATE	
Initial Term	Maximum of 10 years
Option	Up to 2 x 5 years options (at the Shire’s discretion)
Responsibilities of Tenant  <i>This is a precis only. Tenants must refer to their lease for full agreement details.</i>	<p><b>Grant of Lease</b></p> <ul style="list-style-type: none"> <li>Acknowledge that the Minister for Lands’ consent is required under the Land Administration Act 1997 ([For reserve/crown land, the Minister for Lands’ consent (through the Department of Planning, Lands and Heritage) must be obtained to the terms of the lease prior to signing of the lease by the parties.]</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>Tenant to pay outgoings or charges, assessed or incurred in respect of the Premises. – Outlined in table of rent and expenses</li> <li>Pay interest on amounts payable which are unpaid.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Pay all premiums and produce to the Shire each policy or certificate of currency for:               <ul style="list-style-type: none"> <li>Building Insurance</li> <li>Public Liability</li> <li>Content Insurance</li> <li>Employers Indemnity, including Workers Compensation</li> </ul> </li> <li>Notify the Shire when a material event occurs which gives rise or might give rise to a claim under, or which could prejudice a policy of insurance or when a policy of insurance is cancelled.</li> <li>Must not do anything which might void their insurance or effect the insurance of any adjoining premises.</li> <li>Report any damage or any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the premises or to any person in or on the premises.</li> <li>Pay excess on insurance.</li> <li>Is responsible to obtain all relevant insurances to cover any damage and/or theft to its property</li> <li>Indemnifies the Shire (and Minister of Lands) from and against all actions, claims, costs, proceedings, suits and demands.</li> </ul> <p><b>Maintenance, Repair and Cleaning</b></p> <ul style="list-style-type: none"> <li>Will at its own cost maintain, replace, repair, clean and keep the premises in Good Repair.</li> <li>Will only use licensed trades persons, or such trades persons as may be approved by the Shire.</li> <li>Must comply with all reasonable conditions imposed by the Shire in relation to the tenants maintenance of the premises.</li> </ul>

- Must keep the premises clean, tidy, unobstructed, and free from rubbish.
- Will be responsible for all servicing, maintenance, and repairs of the Air-Conditioning Equipment.
- Must use the Air-Conditioning Equipment in accordance with manufacturer's instructions.
- Must not interfere with the Air-Conditioning Equipment.
- Shall ensure that the Air-conditioning Equipment is serviced, at least once every twelve (12) months.
- Must provide the Shire upon request with evidence of such servicing.
- Must keep the Premises free of any vermin or any other recognised pests.
- Ensure the Premises, including Shire's Fixtures and Fittings, are appropriately secured at all times.
- Regularly inspect and maintain in good condition any part of the premises and surrounds.
- Must keep and maintain the waste pipes drains and conduits clean clear and free flowing.
- Must manage the correct use of the drains, toilets, grease traps and other sanitary appliances.
- Must on or before each date as stated in the Schedule paint with at least two coats of paint those parts of the premises usually painted internally.
- Must on or before each date as stated in the Schedule replace all carpets and floor coverings in the premises with suitable carpets and floor coverings of good quality approved of by the Shire.
- Will comply with their obligations as per the Schedule of Maintenance Responsibilities provided.

#### **Use**

- Must not and must not suffer or permit a person to:
  - use the premises for any purpose that does not align with the Permitted Purpose (outlined in the lease schedule); or
  - Carry out on the premises any harmful, offensive or illegal act, matter or thing, or may cause a nuisance or disturbance to adjoining properties; or
  - Store any dangerous compound or substances; or
  - Do any act or thing which might result in excessive stress or harm to any part of the premises; or
  - Use the toilets/sanitary appliances for any purpose other than that for which they were constructed and must not allow any act or thing to be done that might affect them; or
  - Display from or affix any signs, notices, or advertisements on the premises without the prior written consent from the Shire.
- Must ensure the security of keys and access cards to the premises, at all times.
- Must not have additional sets of keys or access cards copied or cut.
- Must notify the Lessor of any loss of keys or access cards immediately.

- Must not change any of the Premises' locks, without the prior approval of the Shire.
- Must always conduct its business on the premises in a proper efficient and reputable manner and must not use the premises nor permit the premises to be used for any illegal, immoral, or improper use or purpose.
- Must not consent of the Shire use or permit to be used any other method in lighting the premises other than by electricity and will not use or permit or suffer to be used any method of heating other than by electricity, gas, or oil.
- Must keep in force all licences and permits required for the carrying on of any business conducted by it in or upon the premises; and
- Must deliver to the Shire any notices or orders served on or received by the tenant in respect of the premises or the conduct of the tenant's business on the premises.
- Must ensure copyright compliance with regards to any arrangements on the premises.

#### **Alterations**

- Must obtain consent from the Shire and any other appropriate agency as written in law prior to installing new signage, making any alteration, addition or improvements to or demolish any part of the Premises or remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.
- Must pay for alterations.
- Must carry out works in accordance with the Shire's requirements.

#### **Statutory obligations and notices**

- Must comply with all written laws.

#### **Safety & Testing Obligations**

- Must reimburse the Shire for all associated costs to ensure that the premises, and any fixtures or fittings within the premises, are regularly tested, maintained and inspected to ensure compliance with all statutory requirements and are safe for use.

#### **Report to Shire**

- Acts of vandalism.
- Any accidents to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the premises and of any circumstances known to the tenant that may be or may cause a risk or hazard to the premises or to any person on the premises.
- Any incidents which occur on or near the premises which involves or is likely to involve the police; or pollution of the environment; or a notice, order or summonses which is received by the tenant which affect the premises.
- Any damage to the premises of which they are aware; and
- Any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

	<p><b>Bank Guarantee/Deposit</b></p> <ul style="list-style-type: none"> <li>• Must provide the Shire with a Bank Guarantee or Deposit.</li> </ul> <p><b>Obligations on Termination</b></p> <ul style="list-style-type: none"> <li>• Must: <ul style="list-style-type: none"> <li>- Must at its own cost restore the premises to a condition consistent with the Lease and repair, replace or make good to the satisfaction of the Shire any of the premises where it has been damaged by the tenant.</li> <li>- peacefully surrender and return the premises to the Shire; and</li> <li>- restore the premises to the condition as agreed by both parties in the lease; and</li> <li>- return all keys and security access devices/locks; and</li> <li>- remove property prior to termination.</li> </ul> </li> </ul> <p><b>Right of Entry</b></p> <ul style="list-style-type: none"> <li>• Must permit the entry by the Shire onto the Premises (without notice) in the case of an emergency, and otherwise upon reasonable notice.</li> </ul> <p><b>Option to renew</b></p> <ul style="list-style-type: none"> <li>• Must give the Shire notice of their renewal plans at least 3 months prior to lease expiry.</li> </ul> <p><b>Assignments, Subletting and Charging</b></p> <ul style="list-style-type: none"> <li>• Must not sublet prior to obtaining written consent from the Shire.</li> <li>• Must notify the Shire of any changes to the ownership of shares in accordance with the <i>Corporations Act 2001</i> (Cth).</li> <li>• Must pay for all costs associated with any assignment or sublet.</li> </ul> <p><b>Goods and Services Tax</b></p> <ul style="list-style-type: none"> <li>• Is responsible for paying GST on considerations in connection with the lease.</li> </ul> <p><b>Shire's Consent</b></p> <ul style="list-style-type: none"> <li>• Must comply with conditions on any conditional consent granted by the Shire.</li> </ul>
<p>Responsibilities of the Shire</p> <p><i>This is a precis only. Tenants must refer to their lease for full agreement details.</i></p>	<p><b>Quiet Enjoyment</b></p> <ul style="list-style-type: none"> <li>• Must not cause and interruptions or disturbances for the tenant during the term of the lease. Except as provided in the Lease and subject to the performance and observance of the tenants' Agreements.</li> </ul> <p><b>Rent Review</b></p> <ul style="list-style-type: none"> <li>• Review the rent as stated in the lease.</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>• Must raise a tax invoice for all rent and outgoings payable by the tenant.</li> </ul> <p><b>Insurance</b></p>

	<ul style="list-style-type: none"> <li>• May settle an insurance claim.</li> </ul> <p><b>Maintenance</b></p> <ul style="list-style-type: none"> <li>• Will arrange the white ant/termite inspections and treatments of the premises at its cost.</li> </ul> <p><b>Alterations</b></p> <ul style="list-style-type: none"> <li>• Give consent with or without conditions for alterations.</li> </ul> <p><b>Right of Entry</b></p> <ul style="list-style-type: none"> <li>• Must give reasonable notice before entry onto premises unless in an emergency.</li> <li>• Must issue a notice to the tenant.</li> </ul> <p><b>Safety &amp; Testing Obligations</b></p> <ul style="list-style-type: none"> <li>• Must arrange all annual inspections and testing to ensure that the premises, and any fixtures or fittings within the premises, are regularly tested, maintained, and inspected to ensure compliance with all statutory requirements and are safe for use.</li> </ul> <p><b>Bank Guarantee/ Deposit</b></p> <ul style="list-style-type: none"> <li>• Shall return the Bank Guarantee/ Deposit (or any remaining portion of the Bank Guarantee) after three months after termination of the Lease.</li> </ul> <p><b>Option to Renew</b></p> <ul style="list-style-type: none"> <li>• After receiving a written request from the tenant to renew the lease at least three months prior to the lease expiry the Shire will grant the tenant a lease for the further term at the Rent and on the same terms and conditions.</li> </ul> <p><b>GST invoice</b></p> <p>Where the Basic Consideration is to be increased to account for the Shire shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the tenant to submit a claim for a credit or refund of GST.</p>
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## CATEGORY FOUR (4) GOVERNMENT AGENCIES

SUMMARY OF ESSENTIAL CONDITIONS AND TERM TEMPLATE	
Initial Term	Maximum of 10 years
Option	Up to 2 x 5 years options (at the CEO's discretion)
Responsibilities of Tenant  <i>This is a precis only. Tenants must refer to their lease for full agreement details.</i>	<p><b>Grant of Lease</b></p> <ul style="list-style-type: none"> <li>Acknowledge that the Minister for Lands' consent is required under the Land Administration Act 1997 ([For reserve/crown land, the Minister for Lands' consent (through the Department of Planning, Lands and Heritage) must be obtained to the terms of the lease prior to signing of the lease by the parties.]</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>Tenant to pay outgoings or charges, assessed or incurred in respect of the Premises. – Outlined in table of rent and expenses</li> <li>Pay interest on amounts payable which are unpaid.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Pay all premiums and produce to the Shire each policy or certificate of currency for: <ul style="list-style-type: none"> <li>Building Insurance</li> <li>Public Liability</li> <li>Content Insurance</li> <li>Employers Indemnity, including Workers Compensation</li> </ul> </li> <li>Notify the Shire when a material event occurs which gives rise or might give rise to a claim under, or which could prejudice a policy of insurance or when a policy of insurance is cancelled.</li> <li>Must not do anything which might void their insurance or effect the insurance of any adjoining premises.</li> <li>Report any damage or any circumstances of which they are aware, and which are likely to be a danger or cause any damage or danger to the premises or to any person in or on the premises.</li> <li>Pay excess on insurance.</li> <li>Is responsible to obtain all relevant insurances to cover any damage and/or theft to its property</li> <li>Indemnifies the Shire (and Minister of Lands) from and against all actions, claims, costs, proceedings, suits and demands.</li> </ul> <p><b>Maintenance, Repair and Cleaning</b></p> <ul style="list-style-type: none"> <li>Will at its own cost maintain, replace, repair, clean and keep the premises in Good Repair.</li> <li>Will only use licensed trades persons, or such trades persons as may be approved by the Shire.</li> <li>Must comply with all reasonable conditions imposed by the Shire in relation to the tenants maintenance of the premises.</li> <li>Must keep the premises clean, tidy, unobstructed, and free from rubbish.</li> </ul>

- Will be responsible for all servicing, maintenance, and repairs of the Air-Conditioning Equipment.
- Must use the Air-Conditioning Equipment in accordance with manufacturer's instructions.
- Must not interfere with the Air-Conditioning Equipment.
- Shall ensure that the Air-conditioning Equipment is serviced, at least once every twelve (12) months.
- Must provide the Shire upon request with evidence of such servicing.
- Must keep the Premises free of any vermin or any other recognised pests.
- Ensure the Premises, including Shire's Fixtures and Fittings, are appropriately secured at all times.
- Regularly inspect and maintain in good condition any part of the premises and surrounds.
- Must keep and maintain the waste pipes drains and conduits clean clear and free flowing.
- Must manage the correct use of the drains, toilets, grease traps and other sanitary appliances.
- Must on or before each date as stated in the Schedule paint with at least two coats of paint those parts of the premises usually painted internally.
- Must on or before each date as stated in the Schedule replace all carpets and floor coverings in the premises with suitable carpets and floor coverings of good quality approved of by the Shire.
- Will comply with their obligations as per the Schedule of Maintenance Responsibilities provided.

**Use**

- Must not and must not suffer or permit a person to:
  - use the premises for any purpose that does not align with the Permitted Purpose (outlined in the lease schedule); or
  - Carry out on the premises any harmful, offensive or illegal act, matter or thing, or may cause a nuisance or disturbance to adjoining properties; or
  - Store any dangerous compound or substances; or
  - Do any act or thing which might result in excessive stress or harm to any part of the premises; or
  - Use the toilets/sanitary appliances for any purpose other than that for which they were constructed and must not allow any act or thing to be done that might affect them; or
  - Display from or affix any signs, notices, or advertisements on the premises without the prior written consent from the Shire.
- Must ensure the security of keys and access cards to the premises, at all times.
- Must not have additional sets of keys or access cards copied or cut.
- Must notify the Lessor of any loss of keys or access cards immediately.
- Must not change any of the Premises' locks, without the prior approval of the Shire.

- Must always conduct its business on the premises in a proper efficient and reputable manner and must not use the premises nor permit the premises to be used for any illegal, immoral, or improper use or purpose.
- Must not consent of the Shire use or permit to be used any other method in lighting the premises other than by electricity and will not use or permit or suffer to be used any method of heating other than by electricity, gas, or oil.
- Must keep in force all licences and permits required for the carrying on of any business conducted by it in or upon the premises; and
- Must deliver to the Shire any notices or orders served on or received by the tenant in respect of the premises or the conduct of the tenant's business on the premises.
- Must ensure copyright compliance with regards to any arrangements on the premises.

#### **Alterations**

- Must obtain consent from the Shire and any other appropriate agency as written in law prior to installing new signage, making any alteration, addition or improvements to or demolish any part of the Premises or remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.
- Must pay for alterations.
- Must carry out works in accordance with the Shire's requirements.

#### **Statutory obligations and notices**

- Must comply with all written laws.

#### **Safety & Testing Obligations**

- Must reimburse the Shire for all associated costs to ensure that the premises, and any fixtures or fittings within the premises, are regularly tested, maintained and inspected to ensure compliance with all statutory requirements and are safe for use.

#### **Report to Shire**

- Acts of vandalism.
- Any accidents to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the premises and of any circumstances known to the tenant that may be or may cause a risk or hazard to the premises or to any person on the premises.
- Any incidents which occur on or near the premises which involves or is likely to involve the police; or pollution of the environment; or a notice, order or summonses which is received by the tenant which affect the premises.

#### **Bank Guarantee/Deposit**

- Must provide the Shire with a Bank Guarantee or Deposit.

#### **Obligations on Termination**

- Must:
  - Must at its own cost restore the premises to a condition consistent with the Lease and repair, replace or make good to the satisfaction of the Shire any of the premises where it has been damaged by the tenant.
  - peacefully surrender and return the premises to the Shire; and

	<ul style="list-style-type: none"> <li>- restore the premises to the condition as agreed by both parties in the lease; and</li> <li>- return all keys and security access devices/locks; and</li> <li>- remove property prior to termination.</li> </ul> <p><b>Right of Entry</b></p> <ul style="list-style-type: none"> <li>• Must permit the entry by the Shire onto the Premises (without notice) in the case of an emergency, and otherwise upon reasonable notice.</li> </ul> <p><b>Option to renew</b></p> <ul style="list-style-type: none"> <li>• Must give the Shire notice of their renewal plans at least 3 months prior to lease expiry.</li> </ul> <p><b>Assignments, Subletting and Charging</b></p> <ul style="list-style-type: none"> <li>• Must not sublet prior to obtaining written consent from the Shire.</li> <li>• Must notify the Shire of any changes to the ownership of shares in accordance with the <i>Corporations Act 2001</i> (Cth).</li> <li>• Must pay for all costs associated with any assignment or sublet.</li> </ul> <p><b>Goods and Services Tax</b></p> <ul style="list-style-type: none"> <li>• Is responsible for paying GST on considerations in connection with the lease.</li> </ul> <p><b>Shire's Consent</b></p> <ul style="list-style-type: none"> <li>• Must comply with conditions on any conditional consent granted by the Shire.</li> </ul>
<p>Responsibilities of the Shire</p> <p><i>This is a precis only. Tenants must refer to their lease for full agreement details.</i></p>	<p><b>Quiet Enjoyment</b></p> <ul style="list-style-type: none"> <li>• Must not cause and interruptions or disturbances for the tenant during the term of the lease. Except as provided in the Lease and subject to the performance and observance of the tenants' Agreements.</li> </ul> <p><b>Rent Review</b></p> <ul style="list-style-type: none"> <li>• Review the rent as stated in the lease.</li> </ul> <p><b>Outgoings</b></p> <ul style="list-style-type: none"> <li>• Must raise a tax invoice for all rent and outgoings payable by the tenant.</li> </ul> <p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>• May settle an insurance claim.</li> </ul> <p>Maintenance</p> <ul style="list-style-type: none"> <li>• Will arrange the white ant/termite inspections and treatments of the premises at its cost.</li> </ul> <p><b>Alterations</b></p> <ul style="list-style-type: none"> <li>• Give consent with or without conditions for alterations.</li> </ul> <p><b>Right of Entry</b></p> <ul style="list-style-type: none"> <li>• Must give reasonable notice before entry onto premises unless in an emergency.</li> <li>• Must issue a notice to the tenant.</li> </ul> <p><b>Safety &amp; Testing Obligations</b></p>

- Must arrange all annual inspections and testing to ensure that the premises, and any fixtures or fittings within the premises, are regularly tested, maintained, and inspected to ensure compliance with all statutory requirements and are safe for use.

**Bank Guarantee/ Deposit**

- Shall return the Bank Guarantee/ Deposit (or any remaining portion of the Bank Guarantee) after three months after termination of the Lease.

**Option to Renew**

- After receiving a written request from the tenant to renew the lease at least three months prior to the lease expiry the Shire will grant the tenant a lease for the further term at the Rent and on the same terms and conditions.

**GST invoice**

Where the Basic Consideration is to be increased to account for the Shire shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the tenant to submit a claim for a credit or refund of GST.

# SCHEDULE OF MAINTENANCE RESPONSIBILITIES

## CATEGORY ONE (1) SMALL COMMUNITY GROUPS

SCHEDULE OF MAINTENANCE		
MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Emergency Exit Lighting Systems and Emergency Doors – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure maintenance and compliance.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any faults or operational issues with the emergency/exit lighting systems in the premises are promptly reported to the Shire.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
Fire Protection Equipment (e.g., Fire Extinguishers, Hoses, Smoke Alarms) – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure compliance with FESA and DFES requirements.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the Shire.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Replace if stolen or damaged.</li> </ul>
RCD protections, tagging electrical equipment - OSH Requirements	<ul style="list-style-type: none"> <li>- At its cost, ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.</li> <li>- Arrange annual compliance testing and tagging on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual testing and tagging.</li> </ul>
Pest & Vermin Control	<ul style="list-style-type: none"> <li>- Arrange annual pest inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the Shire any pest activity or required treatment.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual pest inspection and treatments.</li> </ul>
Termite Control	<ul style="list-style-type: none"> <li>- Arrange and pay for annual termite inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
<b>PREMISES AND SECURITY</b>		

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Cleaning	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure premises is maintained as per the Cleaning Standards.</li> </ul>
Malicious Damage and Break-ins	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for repairing and replacing any stolen goods or broken fixtures and fittings.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Must pay any excess for a Building Insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Vandalism & Graffiti	<ul style="list-style-type: none"> <li>- Remove external vandalism and graffiti.</li> </ul>	<ul style="list-style-type: none"> <li>- Remove internal vandalism &amp; graffiti and repair any damage caused.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> </ul>
Security Monitoring System, Equipment and Security Lights	<ul style="list-style-type: none"> <li>- If the Shire provides a security system to the premises, the Shire will maintain the security system in good condition but is not required to replace the security system if it comes to the end of its economic life.</li> </ul>	<ul style="list-style-type: none"> <li>- The tenant must ensure the premises is always maintained in a secure condition.</li> <li>- If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises.</li> <li>- If the Shire is called upon to attend the premises or the Shire incurs expense for a call out on a Shire installed security system, the tenant must pay to the Shire on demand all costs incurred by the Shire due to that call out.</li> <li>- Repair and replace any Security Lighting damaged.</li> </ul>
Locks & Keys	<ul style="list-style-type: none"> <li>- Maintain a Master Key System.</li> </ul>	<ul style="list-style-type: none"> <li>- An initial stock of keys will be issued to Lessee by Shire for operational usage. Lost or replacement keys after first stock issue will be at the tenant's expense.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Lessee to maintain a key register.</li> </ul>
Structural Building Components	<ul style="list-style-type: none"> <li>- Repair any structural damage. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> </ul>
Damage caused by misuse by Tenant	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any damage to the Shire.</li> <li>- Repair or replace.</li> </ul>
Ceiling	<ul style="list-style-type: none"> <li>- Repair any structural damage to ceiling. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Clean ceilings as required and report any structural damage to the Shire.</li> </ul>
Walls	<ul style="list-style-type: none"> <li>- Repair any structural damage to load bearing walls. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, dust cobwebs and report structural repairs or faults to Shire.</li> <li>- Any alteration or fixings to walls shall not be done without prior Shire consent.</li> </ul>
Window, Glass Panes, Flyscreens & Security Screens	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Door - Frames, Hinges, Handles, Catches, Knobs etc.	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Skylights, Lighting & Globes	<ul style="list-style-type: none"> <li>- Remove any skylights or lighting fixtures (excluding globes) requiring replacement due to old age/end of economic life.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair and/or replace as required.</li> <li>- Replace all globes, tubes and fittings (like for like) as required.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Painting	<ul style="list-style-type: none"> <li>- Complete external and internal painting, as required and determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Touch up paint damage on internal walls if damage caused by misuse/ internal vandalism.</li> <li>- Any change of paint colour will need prior Shire approval.</li> <li>- Approved cosmetic paint changes are 100% tenant costs and shall be reinstated (at tenants cost) to the original colour upon termination of lease.</li> </ul>
Cupboards, Blinds, Curtains, and Mirrors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Maintain and repair items as required.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
Carpet	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Vinyl Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Wooden Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Tiled Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Concrete Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PLUMBING</b>		
Plumbing, Drains, Sewer Pumps & Septic and Leach Drains	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Tenant shall not permit foreign objects or matter to be placed into drains, toilets, or grease traps.</li> <li>- Ensure all are operable and free from any blockages.</li> <li>- Have the Septic Tanks pumped out as required at tenants' expense.</li> </ul>
Grease Traps	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- To be serviced and maintained under Water Corporation guidelines. Service records to be logged and passed onto Shire.</li> </ul>
Plumbing Fixtures including Cisterns and pans	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Must always keep clean.</li> <li>- Minor maintenance of hardware due to general usage wear and tear (e.g., taps seals, minor gaskets in both taps and toilet systems) Shire will supply a list of preferred Contractors to be called for such instances.</li> </ul>
Gas Fittings & Fixtures	<ul style="list-style-type: none"> <li>- Replace any irreparable items. If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Must always keep clean.</li> <li>- Report any maintenance required to the Shire.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>ELECTRICAL AND APPLIANCES</b>		
Air-Conditioning	<ul style="list-style-type: none"> <li>- Arrange annual servicing of air- conditioning units/systems.</li> <li>- If replacement is caused by misuse/negligence of tenant,</li> </ul>	<ul style="list-style-type: none"> <li>- Clean vents regularly.</li> <li>- Professionally cleaned annually, or quarterly depending on building usage frequency.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	<p>the tenant must reimburse the Shire for the cost of replacement.</p>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct annual service.</li> <li>- Reimburse the Shire for the cost of the annual service, if organised by the Shire.</li> <li>- Responsible for replacing if damage is due to internal vandalism.</li> </ul>
Oven Vents and Exhaust Fans	<ul style="list-style-type: none"> <li>- Replace any irreparable items. If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair when necessary.</li> <li>- Routine maintenance and cleaning in accordance with Department of Health guidelines.</li> </ul>
Electrical Fittings (i.e., Plugs, Switches, Sockets, Leads, Lights, Power Points)	<ul style="list-style-type: none"> <li>- Replace any irreparable items. If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Must ensure that electrical fittings are not overloaded when in use.</li> <li>- Must ensure that all electrical hardware is fit for use.</li> <li>- Repair, replace if damage caused by misuse.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Wiring	<ul style="list-style-type: none"> <li>- Replace any irreparable items.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Gain consent from the Shire prior to any wiring or electrical work taking place.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Appliances (i.e., fridges, toasters, freezer, stove, microwaves)	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regularly maintain and repair as required.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Cool Room Units	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regular Service and Maintenance by a suitably qualified contractor.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
<b>PREMISES EXTERIOR AND SURROUNDS</b>		
Roof (including leaks, broken tiles etc.)	<ul style="list-style-type: none"> <li>- Repair any structural damage to roof and clean roofs as required.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> <li>- Reimburse the Shire for repairs for any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Eaves, Gutters, and Downpipes	<ul style="list-style-type: none"> <li>- Repair any damage to eaves, gutters, and downpipes.</li> <li>- If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the Shire.</li> <li>- Repair any damage to the eaves, gutters or downpipes were caused or contributed to by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Fencing and Gates	<ul style="list-style-type: none"> <li>- Replacing fences and/or gates as required and determined by the Shire.</li> <li>- If repairs or replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced, and maintained.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>
Garden & Surrounds	<ul style="list-style-type: none"> <li>- Responsible for any major tree pruning and tree removal.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for the maintenance of gardens and surrounds within the perimeter of leased/licenced area to the satisfaction of the Shire.</li> <li>- Conduct regular mowing of grassed/green areas, fertilising, and minor pruning of plants.</li> <li>- Not to remove any trees or hedges without first obtaining approval from the Shire, except for urgent safety reasons.</li> </ul>
Walkways, Footpaths, Access, Steps and Ramps	<ul style="list-style-type: none"> <li>- Responsible for Shire verge footpaths.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Report damage or trip hazards to access/walkways other than the Shire verge footpath.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Carpark	<ul style="list-style-type: none"> <li>- Responsible for bitumen repairs, pot-hole maintenance and line marking at the Shires discretion.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.</li> </ul>
Shed, Roller Doors and Garage	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for cleaning, repairs, and maintenance of such structures.</li> </ul>
Abandoned Rubbish	<ul style="list-style-type: none"> <li>- Arrange for removal of abandoned furniture, car parts and larger rubbish that has been dumped on the verge, carpark, or grassed area.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange for removal of smaller abandoned items that have been dumped on the property which will fit in the bins provided.</li> <li>- Report any illegal dumping of (large amounts) rubbish on premises to the Shire.</li> </ul>
Pollution	<ul style="list-style-type: none"> <li>- Report to the Shire's insurer.</li> </ul>	<ul style="list-style-type: none"> <li>- Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil, or other pollutants.</li> <li>- Report any pollution, contamination, or suspected pollution/contamination to the land to the Shire promptly.</li> <li>- If remediation is required because of the tenant polluting or contaminating the land, the tenant must pay undertake and pay for all necessary remediation works to bring the land back to its condition as at the commencement date.</li> </ul>
Bore's and Pump's	<ul style="list-style-type: none"> <li>- Arrange annual inspection and determining the schedule for maintenance and repair.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>
Lighting Towers	<ul style="list-style-type: none"> <li>- Arrange servicing and maintenance of poles and electrical.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange and Replace Globes.</li> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>
Playing Surfaces	<ul style="list-style-type: none"> <li>- Repair and replace.</li> <li>- If repairs or replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Maintain/Cleaning regularly in accordance with use.</li> <li>- Notify Shire; and repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>

## CATEGORY TWO (2) SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS

<b>SCHEDULE OF MAINTENANCE</b>		
<b>MAINTENANCE ITEM</b>	<b>SHIRE'S OBLIGATIONS</b>	<b>TENANT OBLIGATIONS</b>
Emergency Exit Lighting Systems and Emergency Doors – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure maintenance and compliance.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any faults or operational issues with the emergency/exit lighting systems in the premises are promptly reported to the Shire.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
Fire Protection Equipment (e.g., Fire Extinguishers, Hoses, Smoke Alarms) – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure compliance with FESA and DFES requirements.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the Shire.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Replace if stolen or damaged.</li> </ul>
RCD protections, tagging electrical equipment - OSH Requirements	<ul style="list-style-type: none"> <li>- At its cost, ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.</li> <li>- Arrange annual compliance testing and tagging on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual testing and tagging.</li> </ul>
Pest & Vermin Control	<ul style="list-style-type: none"> <li>- Arrange annual pest inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the Shire any pest activity or required treatment.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual pest inspection and treatments.</li> </ul>
Termite Control	<ul style="list-style-type: none"> <li>- Arrange and pay for annual termite inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
<b>PREMISES AND SECURITY</b>		
Cleaning	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure premises is maintained as per the Cleaning Standards.</li> </ul>
Malicious Damage and Break-ins	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for repairing and replacing any stolen goods or broken fixtures and fittings, minor repairs, cleaning of broken glass, windows, and doors after an act/incident of malicious damage.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Must pay any excess for a Building Insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Vandalism & Graffiti	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Remove internal vandalism &amp; graffiti and repair any damage caused.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> </ul>
Security Monitoring System, Equipment and Security Lights	<ul style="list-style-type: none"> <li>- If the Shire provides a security system to the premises, the Shire will maintain the security system in good condition but is not required to replace the security system if it comes to the end of its economic life.</li> </ul>	<ul style="list-style-type: none"> <li>- The tenant must ensure the premises is always maintained in a secure condition.</li> <li>- If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises.</li> <li>- If the Shire is called upon to attend the premises or the Shire incurs expense for a call out on a Shire installed security system, the tenant must pay to the Shire on demand all costs incurred by the Shire due to that call out.</li> <li>- Repair and replace any Security Lighting damaged.</li> </ul>
Locks & Keys	<ul style="list-style-type: none"> <li>- Maintain a Master Key System.</li> </ul>	<ul style="list-style-type: none"> <li>- An initial stock of keys will be issued to Lessee by Shire for operational usage.</li> <li>- Lost or replacement keys after first stock issue will be at the tenant's expense.</li> <li>- Lessee to maintain a key register.</li> </ul>
Structural Building Components	<ul style="list-style-type: none"> <li>- Repair any structural damage.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> </ul>
Damage caused by misuse by Tenant	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any damage to the Shire.</li> <li>- Repair or replace.</li> </ul>
Ceiling	<ul style="list-style-type: none"> <li>- Repair any structural damage to ceiling.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to</li> </ul>	<ul style="list-style-type: none"> <li>- Clean ceilings and Eaves as required and report any structural damage to the Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	reimburse the Shire for cost of repairing the damage.	
Walls	<ul style="list-style-type: none"> <li>- Repair any structural damage to load bearing walls.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, dust cobwebs and report structural repairs or faults to Shire.</li> <li>- Any alteration or fixings to walls shall not be done without prior Shire consent.</li> </ul>
Window, Glass Panes, Flyscreens & Security Screens	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Door - Frames, Hinges, Handles, Catches, Knobs etc.	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Skylights, Lighting & Globes	<ul style="list-style-type: none"> <li>- Remove any skylights or lighting fixtures (excluding globes) requiring replacement due to old age/end of economic life.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair and/or replace as required.</li> <li>- Replace all globes, tubes and fittings (like for like) as required.</li> </ul>
Painting	<ul style="list-style-type: none"> <li>- Complete external and internal painting, as required and determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Touch up paint damage on internal walls if damage caused by misuse/ internal vandalism.</li> <li>- Minor remedial painting to repair general wear and tear.</li> <li>- Any change of paint colour will need prior shire approval.</li> <li>- Approved cosmetic paint changes are 100% tenant costs and shall be reinstated (at tenants cost) to the original colour upon termination of lease.</li> </ul>
Cupboards, Blinds, Curtains, and Mirrors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Maintain and repair items as required.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
Carpet	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Vinyl Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Wooden Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Tiled Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Concrete Floors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Notify Shire, repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PLUMBING</b>		
Plumbing, Drains, Sewer Pumps & Septic and Leach Drains	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Tenant shall not permit foreign objects or matter to be placed into drains, toilets, or grease traps.</li> </ul> <p style="margin-left: 20px;">Ensure all are operable and free from any blockages.</p> <ul style="list-style-type: none"> <li>- Have the Septic Tanks pumped out as required at tenants' expense.</li> </ul>
Grease Traps	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- To be serviced and maintained under Water Corporation guidelines.</li> <li>- Service records to be logged and passed onto Shire.</li> </ul>
Plumbing Fixtures including Cisterns and pans	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Must always keep clean.</li> <li>- Minor maintenance of hardware due to general usage wear and tear (e.g., taps seals, minor gaskets in both taps and toilet systems) Shire will supply a list of preferred Contractors to be called for such instances.</li> <li>- Repair leaks, service and maintain as required.</li> </ul>
Gas Fittings & Fixtures	<ul style="list-style-type: none"> <li>- Replace any irreparable items.</li> </ul>	<ul style="list-style-type: none"> <li>- Must always keep clean.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	<ul style="list-style-type: none"> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any maintenance required to the Shire.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>ELECTRICAL AND APPLIANCES</b>		
Air-Conditioning	<ul style="list-style-type: none"> <li>- Arrange annual servicing of air-conditioning units/systems.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Clean vents regularly.</li> <li>- Professionally cleaned annually, or quarterly depending on building usage frequency.</li> <li>- Liaise with Shire contractors to allow access to conduct annual service.</li> <li>- Reimburse the Shire for the cost of the annual service, if organised by the Shire.</li> <li>- Responsible for replacing if damage is due to internal vandalism.</li> </ul>
Oven Vents and Exhaust Fans	<ul style="list-style-type: none"> <li>- Replace any irreparable items.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair when necessary.</li> <li>- Routine maintenance and cleaning in accordance with Department of Health guidelines.</li> </ul>
Electrical Fittings (i.e., Plugs, Switches, Sockets, Leads, Lights, Power Points)	<ul style="list-style-type: none"> <li>- Replace any irreparable items. If replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Must ensure that electrical fittings are not overloaded when in use.</li> <li>- Must ensure that all electrical hardware is fit for use.</li> <li>- Repair, replace if damage caused by misuse.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Wiring	<ul style="list-style-type: none"> <li>- Replace any irreparable items.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Gain consent from the Shire prior to any wiring or electrical work taking place.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Appliances (i.e., fridges, toasters, freezer, stove, microwaves)	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regularly maintain and repair as required.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Cool Room Units	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regular Service and Maintenance by a suitably qualified contractor.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PREMISES EXTERIOR AND SURROUNDS</b>		

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Roof (including leaks, broken tiles etc.)	<ul style="list-style-type: none"> <li>- Repair any structural damage to roof and clean roofs as required.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> <li>- Reimburse the Shire for repairs for any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Eaves, Gutters, and Downpipes	<ul style="list-style-type: none"> <li>- Repair any damage to eaves, gutters, and downpipes.</li> <li>- If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the Shire.</li> <li>- Repair any damage to the eaves, gutters or downpipes were caused or contributed to by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Fencing and Gates	<ul style="list-style-type: none"> <li>- Replacing fences and/or gates as required and determined by the Shire.</li> <li>- If repairs or replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced, and maintained.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>
Garden & Surrounds	<ul style="list-style-type: none"> <li>- Responsible for any major tree pruning and tree removal.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for the maintenance of gardens and surrounds within the perimeter of leased /licenced area to the satisfaction of the Shire.</li> <li>- Conduct regular mowing of grassed/green areas, fertilising and minor pruning of plants.</li> <li>- Not to remove any trees or hedges without first obtaining approval from the Shire, except for urgent safety reasons.</li> </ul>
Walkways, Footpaths, Access, Steps and Ramps	<ul style="list-style-type: none"> <li>- Responsible for Shire verge footpaths.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Report damage or trip hazards to access /walkways other than the Shire verge footpath.</li> </ul>
Carpark	<ul style="list-style-type: none"> <li>- Responsible for bitumen repairs, pot-hole maintenance and line marking at the Shires discretion.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.</li> </ul>
Shed, Roller Doors and Garage	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for cleaning, repairs, and maintenance of such structures.</li> </ul>
Abandoned Rubbish	<ul style="list-style-type: none"> <li>- Arrange for removal of abandoned furniture, car parts and larger rubbish that has been</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange for removal of smaller abandoned items that have been dumped on the property which will fit in the bins provided.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	dumped on the verge, carpark, or grassed area.	- Report any illegal dumping of (large amounts) rubbish on premises to the Shire.
Pollution	- Report to the Shire's insurer.	- Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil, or other pollutants. - Report any pollution, contamination, or suspected pollution /contamination to the land to the Shire promptly. - If remediation is required because of the tenant polluting or contaminating the land, the tenant must pay undertake and pay for all necessary remediation works to bring the land back to its condition as at the commencement date.
Bore's and Pump's	- Arrange annual inspection and determining the schedule for maintenance and repair.	- Report any maintenance to the Shire. - Responsible for the cost of repair if damaged due to misuse. - Liaise with Shire contractors to allow access to conduct servicing.
Lighting Towers	- Arrange servicing and maintenance of poles and electrical.	- Arrange and Replace Globes. - Report any maintenance to the Shire. - Responsible for the cost of repair if damaged due to misuse. - Liaise with Shire contractors to allow access to conduct servicing.
Playing Surfaces	- Repair and replace. - If repairs or replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement. - At request of tenant, will submit building insurance claim on behalf of tenant.	- Always keep clean and clear. - Maintain/Cleaning regularly in accordance with use. - Notify Shire; and repair or replace if damage caused by misuse/ internal vandalism.

**CATEGORY THREE (3) COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS, AND COMMUNITY ORGANISATIONS**

<b>SCHEDULE OF MAINTENANCE</b>		
<b>MAINTENANCE ITEM</b>	<b>SHIRE'S OBLIGATIONS</b>	<b>TENANT OBLIGATIONS</b>
Emergency Exit Lighting Systems and Emergency Doors – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure maintenance and compliance.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any faults or operational issues with the emergency/exit lighting systems in the Premises are promptly reported to the Shire.</li> <li>- Reimburse the Shire for the cost of annual compliance inspections.</li> </ul>
Fire Protection Equipment (e.g., Fire Extinguishers, Hoses, Smoke Alarms) – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure compliance with FESA and DFES requirements.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the Shire.</li> <li>- Reimburse the Shire for the cost of annual compliance service.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
RCD protections, tagging electrical equipment - OSH Requirements	<ul style="list-style-type: none"> <li>- At its cost, ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.</li> <li>- Arrange annual compliance testing and tagging on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual testing and tagging.</li> </ul>
Pest & Vermin Control	<ul style="list-style-type: none"> <li>- Arrange annual pest inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the Shire any pest activity or required treatment.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual pest inspection and treatments.</li> </ul>
Termite Control	<ul style="list-style-type: none"> <li>- Arrange and pay for annual termite inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
<b>PREMISES AND SECURITY</b>		
Cleaning	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure premises is maintained as per the Cleaning Standards.</li> </ul>
Malicious Damage and Break-ins	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for repairs and cleaning of broken glass, windows, and doors after an act/incident of malicious damage.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Responsible for repairing and replacing any stolen goods or broken fixtures and fittings.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Must pay any excess for a Building Insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Vandalism & Graffiti	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Remove internal and external vandalism &amp; graffiti and repair any damage caused.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Must pay any excess for a building insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Security Monitoring System, Equipment and Security Lights	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- The tenant must ensure the premises is always maintained in a secure condition.</li> <li>- If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises.</li> <li>- If the Shire is called upon to attend the premises or the Shire incurs expense for a call out on a Shire installed security system, the tenant must pay to the Shire on demand all costs incurred by the Shire due to that call out.</li> <li>- Repair and replace any Security Lighting damaged.</li> </ul>
Locks & Keys	<ul style="list-style-type: none"> <li>- Maintain a Master Key System.</li> </ul>	<ul style="list-style-type: none"> <li>- An initial stock of keys will be issued to Lessee by Shire for operational usage.</li> <li>- Lost or replacement keys after first stock issue will be at the tenants expense.</li> <li>- Lessee to maintain a key register.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Structural Building Components	<ul style="list-style-type: none"> <li>- Repair any structural damage. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> </ul>
Damage caused by misuse by Tenant	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any damage to the Shire.</li> <li>- Repair or replace.</li> </ul>
Ceiling	<ul style="list-style-type: none"> <li>- Repair any structural damage to ceiling.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Clean ceilings and Eaves as required and report any structural damage to the Shire.</li> </ul>
Walls	<ul style="list-style-type: none"> <li>- Repair any structural damage to load bearing walls.</li> <li>- If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, dust cobwebs and report structural repairs or faults to Shire.</li> <li>- Any alteration or fixings to walls shall not be done without prior Shire consent.</li> </ul>
Window, Glass Panes, Flyscreens & Security Screens	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Door - Frames, Hinges, Handles, Catches, Knobs etc.	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Skylights, Lighting & Globes	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair and/or replace as required.</li> <li>- Replace all globes, tubes and fittings (like for like) as required.</li> </ul>
Painting	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Minor remedial painting to repair general wear and tear.</li> <li>- Any change of paint colour will need prior shire approval.</li> <li>- Approved cosmetic paint changes are 100% tenant costs.</li> <li>- Once during the last three months of the term of the lease, repaint the interior of the premises with a minimum of two</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		coats of good quality paint (in a colour approved by the Shire) to a tradesman like finish.
Cupboards, Blinds, Curtains, and Mirrors	- Replace as and when determined by the Shire.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Maintain and repair items as required.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
Carpet	- None.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Replace during the last three months of the term of the lease if vacating.</li> </ul>
Vinyl Floors	- None.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Replace during the last three months of the term of the lease if vacating.</li> </ul>
Wooden Floors	- None.	<ul style="list-style-type: none"> <li>- Always keep clean, maintained and repair.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Sealing and Polishing during the last three months of the term of the lease if vacating.</li> </ul>
Tiled Floors	- None.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Strip and seal during the last three months of the term of the lease if vacating.</li> </ul>
Concrete Floors	- None.	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PLUMBING</b>		
Plumbing, Drains, Sewer Pumps & Septic and Leach Drains	- Remove any irreparable items.	- Shall maintain, replace, repair and clean any plumbing.

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	<ul style="list-style-type: none"> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Tenant shall not permit foreign objects or matter to be placed into drains, toilets, or grease traps.</li> <li>- Ensure all are operable and free from any blockages.</li> <li>- Keep and maintain waste drains.</li> <li>- Have the Septic Tanks pumped out as required at tenants' expense.</li> </ul>
Grease Traps	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- To be serviced and maintained under Water Corporation guidelines.</li> <li>- Service records to be logged and passed onto Shire.</li> </ul>
Plumbing Fixtures including Cisterns and pans	<ul style="list-style-type: none"> <li>- Remove any irreparable items.</li> <li>- Undertake capital renewal as and when determined by the Shire.</li> <li>- Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all fixtures.</li> </ul>
Gas Fittings & Fixtures	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all fixtures.</li> </ul>
ELECTRICAL AND APPLIANCES		
Air-Conditioning	<ul style="list-style-type: none"> <li>- Capital repair or replacement.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all air-conditioning fittings &amp; fixtures.</li> <li>- All maintenance and servicing of air-conditioning and mechanical services (which includes without limitation refrigeration, heating and mechanical ventilation) exclusively servicing the Premises must be carried out at the Lessee's expense and in strict accordance with manufacturer's recommendation.</li> <li>- The Lessee must provide to the Shire, upon request, details, and evidence of current servicing arrangements.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Oven Vents and Exhaust Fans	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair when necessary.</li> <li>- Routine maintenance and cleaning in accordance with Department of Health guidelines.</li> </ul>
Electrical Fittings (i.e., Plugs, Switches, Sockets, Leads, Lights, Power Points)	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all electrical fittings &amp; fixtures.</li> <li>- The tenant must ensure that electrical fittings are not overloaded when in use.</li> <li>- Must ensure that all electrical hardware is fit for use.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Wiring	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Gain consent from the Shire prior to any wiring or electrical work taking place.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Appliances (i.e., fridges, toasters, freezer, stove, microwaves)	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regularly maintain and repair as required.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Cool Room Units	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regular Service and Maintenance by a suitably qualified contractor.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PREMISES EXTERIOR AND SURROUNDS</b>		
Roof (including leaks, broken tiles etc.)	<ul style="list-style-type: none"> <li>- Repair any structural damage to roof and clean roofs as required.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> <li>- Reimburse the Shire for repairs for any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Eaves, Gutters, and Downpipes	<ul style="list-style-type: none"> <li>- Repair any damage to eaves, gutters, and downpipes.</li> <li>- If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the tenant</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the Shire.</li> <li>- Repair any damage to the eaves, gutters or downpipes were</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
	<ul style="list-style-type: none"> <li>- must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- caused or contributed to by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Fencing and Gates	<ul style="list-style-type: none"> <li>- Replacing fences and/or gates as required and determined by the Shire.</li> <li>- If repairs or replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced, and maintained.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>
Garden & Surrounds	<ul style="list-style-type: none"> <li>- Responsible for any major tree pruning and tree removal.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for the maintenance of gardens and surrounds within the perimeter of leased /licenced area to the satisfaction of the Shire.</li> <li>- Conduct regular mowing of grassed/green areas, fertilising, and minor pruning of plants.</li> <li>- Not to remove any trees or hedges without first obtaining approval from the Shire, except for urgent safety reasons.</li> </ul>
Walkways, Footpaths, Access, Steps and Ramps	<ul style="list-style-type: none"> <li>- Responsible for Shire verge footpaths.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Report damage or trip hazards to access /walkways other than the Shire verge footpath.</li> </ul>
Carpark	<ul style="list-style-type: none"> <li>- Responsible for bitumen repairs, pot-hole maintenance and line marking at the Shires discretion.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.</li> </ul>
Shed, Roller Doors and Garage	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for cleaning, repairs, and maintenance of such structures.</li> </ul>
Abandoned Rubbish	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange for removal of abandoned items that have been dumped on the property which will fit in the bins provided.</li> <li>- Report any illegal dumping of (large amounts) rubbish on premises to the Shire.</li> <li>- Removal of rubbish at tenants' expense.</li> </ul>
Pollution	<ul style="list-style-type: none"> <li>- Report to the Shire's insurer.</li> </ul>	<ul style="list-style-type: none"> <li>- Do all things necessary to prevent pollution or contamination of the land by</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		garbage, refuse, waste matter, oil, or other pollutants. - Report any pollution, contamination, or suspected pollution /contamination to the land to the Shire promptly. - If remediation is required because of the tenant polluting or contaminating the land, the tenant must pay undertake and pay for all necessary remediation works to bring the land back to its condition as at the commencement date.
Bore's and Pump's	- Arrange annual inspection and determining the schedule for maintenance and repair.	- Report any maintenance to the Shire. - Responsible for the cost of repair if damaged due to misuse. - Liaise with Shire contractors to allow access to conduct servicing.
Lighting Towers	- Arrange servicing and maintenance of poles and electrical.	- Arrange and Replace Globes. - Report any maintenance to the Shire. - Responsible for the cost of repair if damaged due to misuse. - Liaise with Shire contractors to allow access to conduct servicing.
Playing Surfaces	- Repair and replace. - If repairs or replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement. - At request of tenant, will submit building insurance claim on behalf of tenant.	- Always keep clean and clear. - Maintain/Cleaning regularly in accordance with use. - Notify Shire; and repair or replace if damage caused by misuse/ internal vandalism.

## CATEGORY FOUR (4) GOVERNMENT AGENCIES

SCHEDULE OF MAINTENANCE		
MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Emergency Exit Lighting Systems and Emergency Doors – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure maintenance and compliance.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any faults or operational issues with the emergency/exit lighting systems in the premises are promptly reported to the Shire.</li> <li>- Reimburse the Shire for the cost of annual compliance inspections.</li> </ul>
Fire Protection Equipment (e.g., Fire Extinguishers, Hoses, Smoke Alarms) – Australian Standards & DFES Requirements	<ul style="list-style-type: none"> <li>- Arrange and pay for annual inspections of the premises to ensure compliance with FESA and DFES requirements.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the Shire.</li> <li>- Reimburse the Shire for the cost of annual compliance service.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
RCD protections, tagging electrical equipment - OSH Requirements	<ul style="list-style-type: none"> <li>- At its cost, ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.</li> <li>- Arrange annual compliance testing and tagging on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual testing and tagging.</li> </ul>
Pest & Vermin Control	<ul style="list-style-type: none"> <li>- Arrange annual pest inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the Shire any pest activity or required treatment.</li> <li>- Liaise with Shire contractors to allow access to conduct works.</li> <li>- Reimburse the Shire for the cost of annual pest inspection and treatments.</li> </ul>
Termite Control	<ul style="list-style-type: none"> <li>- Arrange and pay for annual termite inspections and extermination treatment.</li> </ul>	<ul style="list-style-type: none"> <li>- Liaise with Shire contractors to allow access to conduct works.</li> </ul>
<b>PREMISES AND SECURITY</b>		
Cleaning	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Ensure premises is maintained as per the Cleaning Standards.</li> </ul>
Malicious Damage and Break-ins	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for repairs and cleaning of broken glass, windows, and doors after an act/incident of malicious damage.</li> <li>- Responsible for repairing and replacing any stolen goods or broken fixtures and fittings.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Must pay any excess for a Building Insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Vandalism & Graffiti	<ul style="list-style-type: none"> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Remove internal and external vandalism &amp; graffiti and repair any damage caused.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Report any incidents of malicious damage or break-ins to the Shire.</li> <li>- Must pay any excess for a building insurance claim commenced by the Shire at the tenant's request.</li> </ul>
Security Monitoring System, Equipment and Security Lights	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- The tenant must ensure the premises is always maintained in a secure condition.</li> <li>- If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises.</li> <li>- If the Shire is called upon to attend the premises or the Shire incurs expense for a call out on a Shire installed security system, the tenant must pay to the Shire on demand all costs incurred by the Shire due to that call out.</li> <li>- Repair and replace any Security Lighting damaged.</li> </ul>
Locks & Keys	<ul style="list-style-type: none"> <li>- Maintain a Master Key System.</li> </ul>	<ul style="list-style-type: none"> <li>- An initial stock of keys will be issued to Lessee by Shire for operational usage. Lost or replacement keys after first stock issue will be at the tenant's expense.</li> <li>- Lessee to maintain a key register.</li> </ul>
Structural Building Components	<ul style="list-style-type: none"> <li>- Repair any structural damage. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> </ul>
Damage caused by misuse by Tenant	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any damage to the Shire.</li> <li>- Repair or replace.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Ceiling	<ul style="list-style-type: none"> <li>- Repair any structural damage to ceiling. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Clean ceilings and Eaves as required and report any structural damage to the Shire.</li> </ul>
Walls	<ul style="list-style-type: none"> <li>- Repair any structural damage to load bearing walls. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the tenant will be required to reimburse the Shire for cost of repairing the damage.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, dust cobwebs and report structural repairs or faults to Shire.</li> <li>- Any alteration or fixings to walls shall not be done without prior Shire consent.</li> </ul>
Window, Glass Panes, Flyscreens & Security Screens	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Door - Frames, Hinges, Handles, Catches, Knobs etc.	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Keep items clean, operable, lockable, and firmly fixed.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Skylights, Lighting & Globes	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair and/or replace as required.</li> <li>- Replace all globes, tubes and fittings (like for like) as required.</li> </ul>
Painting	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Minor remedial painting to repair general wear and tear.</li> <li>- Any change of paint colour will need prior shire approval.</li> <li>- Approved cosmetic paint changes are 100% tenant costs</li> <li>- Once during the last three months of the term of the lease, repaint the interior of the premises with a minimum of two coats of good quality paint (in a colour approved by the Shire) to a tradesman like finish.</li> </ul>
Cupboards, Blinds, Curtains, and Mirrors	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Maintain and repair items as required.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
Carpet	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Repair any damage caused by wear and tear.</li> <li>- Replace during the last three months of the term of the lease if vacating.</li> </ul>
Vinyl Floors	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Replace during the last three months of the term of the lease if vacating.</li> </ul>
Wooden Floors	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean, maintained and repair.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Sealing and Polishing during the last three months of the term of the lease if vacating.</li> </ul>
Tiled Floors	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair any damage caused by wear and tear.</li> <li>- Strip and seal during the last three months of the term of the lease if vacating.</li> </ul>
Concrete Floors	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Professionally cleaned at least once annually.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PLUMBING</b>		
Plumbing, Drains, Sewer Pumps & Septic and Leach Drains	<ul style="list-style-type: none"> <li>- Remove any irreparable items. Undertake capital renewal as and when determined by the Shire. Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean any plumbing.</li> <li>- Tenant shall not permit foreign objects or matter to be placed into drains, toilets, or grease traps.</li> <li>- Ensure all are operable and free from any blockages.</li> <li>- Keep and maintain waste drains.</li> <li>- Have the Septic Tanks pumped out as required at tenants' expense.</li> </ul>
Grease Traps	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- To be serviced and maintained under Water Corporation guidelines. Service records to be logged and passed onto Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Plumbing Fixtures including Cisterns and pans	<ul style="list-style-type: none"> <li>- Remove any irreparable items. Undertake capital renewal as and when determined by the Shire. Where the Shire undertakes works or repairs to clear blockages which have occurred because of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the Shire's costs of undertaking those works.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all fixtures.</li> </ul>
Gas Fittings & Fixtures	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all fixtures.</li> </ul>
<b>ELECTRICAL AND APPLIANCES</b>		
Air-Conditioning	<ul style="list-style-type: none"> <li>- Capital repair or replacement.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair and clean all air-conditioning fittings &amp; fixtures.</li> <li>- All maintenance and servicing of air-conditioning and mechanical services (which includes without limitation refrigeration, heating and mechanical ventilation) exclusively servicing the premises must be carried out at the Lessee's expense and in strict accordance with manufacturer's recommendation.</li> <li>- The Lessee must provide to the Shire, upon request, details, and evidence of current servicing arrangements.</li> </ul>
Oven Vents and Exhaust Fans	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and repair when necessary.</li> <li>- Routine maintenance and cleaning in accordance with Department of Health guidelines.</li> </ul>
Electrical Fittings (i.e., Plugs, Switches, Sockets, Leads, Lights, Power Points)	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Shall maintain, replace, repair, and clean all electrical fittings &amp; fixtures.</li> <li>- The tenant must ensure that electrical fittings are not overloaded when in use.</li> <li>- Must ensure that all electrical hardware is fit for use.</li> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Wiring	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Gain consent from the Shire prior to any wiring or electrical work taking place.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Report any maintenance and high-risk issues with the Shire.</li> </ul>
Appliances (i.e., fridges, toasters, freezer, stove, microwaves)	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regularly maintain and repair as required.</li> <li>- Repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>
Cool Room Units	<ul style="list-style-type: none"> <li>- Replace irreparable items at the discretion of the Shire.</li> <li>- If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean.</li> <li>- Keep items operable.</li> <li>- Regular Service and Maintenance by a suitably qualified contractor.</li> <li>- Repair, replace if damage caused by misuse/ internal vandalism.</li> </ul>
<b>PREMISES EXTERIOR AND SURROUNDS</b>		
Roof (including leaks, broken tiles etc.)	<ul style="list-style-type: none"> <li>- Repair any structural damage to roof and clean roofs as required. If replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any structural damage to the Shire.</li> <li>- Reimburse the Shire for repairs for any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Eaves, Gutters, and Downpipes	<ul style="list-style-type: none"> <li>- Repair any damage to eaves, gutters, and downpipes. If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the Shire.</li> <li>- Repair any damage to the eaves, gutters or downpipes were caused or contributed to by the tenant or its failure to maintain the eaves, gutters, and downpipes in a clean and clear condition.</li> </ul>
Fencing and Gates	<ul style="list-style-type: none"> <li>- Replacing fences and/or gates as required and determined by the Shire.</li> <li>- If repairs or replacement is caused by misuse/negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced, and maintained.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> </ul>
Garden & Surrounds	<ul style="list-style-type: none"> <li>- Responsible for any major tree pruning and tree removal.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for the maintenance of gardens and surrounds within the perimeter of leased/licenced area to the satisfaction of the Shire.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
		<ul style="list-style-type: none"> <li>- Conduct regular mowing of grassed/green areas, fertilising and minor pruning of plants.</li> <li>- Not to remove any trees or hedges without first obtaining approval from the Shire, except for urgent safety reasons.</li> </ul>
Walkways, Footpaths, Access, Steps and Ramps	<ul style="list-style-type: none"> <li>- Responsible for Shire verge footpaths.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Report damage or trip hazards to access/walkways other than the Shire verge footpath.</li> </ul>
Carpark	<ul style="list-style-type: none"> <li>- Responsible for bitumen repairs, pot-hole maintenance and line marking at the Shires discretion.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.</li> <li>- Reimburse the Shire for car park line marking as required.</li> </ul>
Shed, Roller Doors and Garage	<ul style="list-style-type: none"> <li>- Replace as and when determined by the Shire.</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for cleaning, repairs, replacement, and maintenance of such structures.</li> </ul>
Abandoned Rubbish	<ul style="list-style-type: none"> <li>- None.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange for removal of abandoned items that have been dumped on the property which will fit in the bins provided.</li> <li>- Report any illegal dumping of (large amounts) rubbish on premises to the Shire. Removal of rubbish at tenants' expense.</li> </ul>
Pollution	<ul style="list-style-type: none"> <li>- Report to the Shire's insurer.</li> </ul>	<ul style="list-style-type: none"> <li>- Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil, or other pollutants.</li> <li>- Report any pollution, contamination, or suspected pollution/contamination to the land to the Shire promptly.</li> <li>- If remediation is required because of the tenant polluting or contaminating the land, the tenant must pay undertake and pay for all necessary remediation works to bring the land back to its condition as at the commencement date.</li> </ul>
Bore's and Pump's	<ul style="list-style-type: none"> <li>- Arrange annual inspection and determining the schedule for maintenance and repair.</li> </ul>	<ul style="list-style-type: none"> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>

## SCHEDULE OF MAINTENANCE

MAINTENANCE ITEM	SHIRE'S OBLIGATIONS	TENANT OBLIGATIONS
Lighting Towers	<ul style="list-style-type: none"> <li>- Arrange servicing and maintenance of poles and electrical.</li> </ul>	<ul style="list-style-type: none"> <li>- Arrange and Replace Globes.</li> <li>- Report any maintenance to the Shire.</li> <li>- Responsible for the cost of repair if damaged due to misuse.</li> <li>- Liaise with Shire contractors to allow access to conduct servicing.</li> </ul>
Playing Surfaces	<ul style="list-style-type: none"> <li>- Repair and replace. If repairs or replacement is caused by misuse /negligence of tenant, the tenant must reimburse the Shire for the cost of replacement.</li> <li>- At request of tenant, will submit building insurance claim on behalf of tenant.</li> </ul>	<ul style="list-style-type: none"> <li>- Always keep clean and clear.</li> <li>- Maintain/Cleaning regularly in accordance with use.</li> <li>- Notify Shire; and repair or replace if damage caused by misuse/ internal vandalism.</li> </ul>

# APPENDIX A



## ANNUAL COMMUNITY GROUP HEALTH CHECK Property Management Framework

### COMMUNITY GROUP DETAILS

Group Name			
Postal Address			
Street Address			
Incorporation Number		Incorporation Date	
ABN		Group operation ( <i>in years</i> )	
Website Address			
Facebook Details			
Date of AGM (Approx.)			

### OPERATIONAL DETAILS

What is the main activity of your group? (*e.g. Playgroup, Sporting Group -Tennis, Community Garden*)

Is your group incorporated?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is your group registered for GST?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Does your group have paid workers?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is your group affiliated with any State or National Associations/ peak body?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

If yes, please list the peak bodies with which your group is affiliated.

Does your Group have a Liquor Licence?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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### EXECUTIVE COMMITTEE MEMBERS

President Name	
Secretary Name	
Treasurer Name	

## COMMUNITY GROUP CONTACTS

Primary Contact Name			
Email		Phone	
Secondary Contact Name			
Email		Phone	

## MEMBERSHIP NUMBERS

*What were your membership numbers last year?*

Junior Males	
Junior Females	
<b>Total Juniors</b>	
Senior Males	
Senior Females	
<b>Total Seniors</b>	
Social Members*	
<b>Total Members</b>	

*\*Social members are those that have a membership with the group that is not for competition/ participation purposes, but more for supporters of the community group.*

What percentage of your members reside within the Shire of Donnybrook Balingup? **	%
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*\*\*Please note that your group is required to submit a detailed breakdown of membership (including postcodes) with your Health Check.*

## COMMITTEE MANAGEMENT

*What steps do you take to manage your committee effectively?*

1. Does your community group have role descriptions for committee positions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Does your group use resource's such as information packs and templates to assist committee members to carry out their duties?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Does your group meet at least three (3) times a year?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Does your group have a succession plan for replacement of your committee?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Does your group mostly get enough committee members?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Does your community group have a constitution?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

7. Does your community group have a Strategic Plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Does your group maintain at least \$20 million public liability insurance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9. Does your group refer to its constitution in the management of the group?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10. Has your group reviewed its constitution in the last five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

### FINANCIAL MANAGEMENT

*What does your group do to manage its financial resources?*

1. Does your group prepare an annual budget?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Does your group stick to this budget, using it to make day-to-day decisions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Does your committee receive regular financial reports from the group treasurer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Is this regular financial report included in your minutes for your members to view?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Does your group prepare an annual financial report in accordance with the <i>Associations Incorporation Act 2015</i> ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Do members of your community group know where to find copies of plans and policies?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Does your community group have formal meeting procedures?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Does your group have an up-to-date Risk Management Plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

### ASSOCIATIONS ACT 2015 COMPLIANCE

*Does your group comply with this list of key obligations of associations under the Associations Act 2015?*

1. Does your group have at least six (6) members with full voting rights?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Does your group hold their AGM within six months after the end of the association's financial year?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Are the annual accounts prepared and presented to members at each AGM?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4. Are the groups accounting records kept in such a way that true and fair accounts of the association can be prepared from time to time according to the requirements for the association's financial reporting Tier?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Is an up-to-date members' register maintained and made available to any member to inspect and copy on request?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6. Are a copy of the group's rules provided to each member when they join the association?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7. Are the rules of the association kept up-to-date and made available to any member to inspect and copy on request?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8. Is a list of committee members and office bearers, together with their residential, postal, business or email address maintained and made available to any member to access or copy on request?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9. Does your group retain financial records for at least seven (7) years?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10. Do your rules state the minimum number of people required for a meeting to be valid? (A quorum)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

### VOLUNTEER MANAGEMENT

*Does your group practice effective volunteer management? (This section also applies to paid officials such as referees.)*

1. Does your group mostly get enough volunteer members to meet your needs?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2. Does your group mostly get enough officials to meet your needs? E.g., referees/ coaches	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3. Does the group have a formal Volunteer Management Plan which identifies volunteer needs and how your group seeks to address those needs?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. Does your community group have volunteer protection insurance?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Does the group provide formal job descriptions for volunteer positions?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

### FINANCIAL SUSTAINABILITY

*Financial Sustainability - What action does your group take to enhance its financial sustainability?*

1. What are your current membership fees?	
Senior Member	\$

Junior Member	\$
Social Member	\$
Other Member	\$
2. In the last financial year, what was the groups' overall income from membership fees?	\$
3. How much of the income from the above-mentioned membership fees is paid to a peak body?	\$ or %
4. Do you receive an annual subsidy from a peak body or the Shire (Not including Shire grant funding)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. How much income was set aside for the future Development/Improvements of your group last financial year?	\$ or %
6. Has the group been in financial distress at any time in the last three years e.g., have trouble paying bills or affording necessary repairs, upgrades, or expenses?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7. In the last financial year did your group seek out additional income streams? <i>(Select all that apply)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sports Tourism	Yes <input type="checkbox"/> No <input type="checkbox"/>
Events	Yes <input type="checkbox"/> No <input type="checkbox"/>
Social Competitions	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sponsorship	Yes <input type="checkbox"/> No <input type="checkbox"/>
Kiosk sales	Yes <input type="checkbox"/> No <input type="checkbox"/>
Grants	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other (please specify below)	Yes <input type="checkbox"/> No <input type="checkbox"/>
8. If you answered <u>no to all</u> the additional income streams above, please indicate why?	
<input type="checkbox"/> We don't have the recourses needed to seek additional income <input type="checkbox"/> We don't wish to seek any additional income <input type="checkbox"/> Our facility/building doesn't allow for us to generate additional income <input type="checkbox"/> Other (please specify)	

## ASSOCIATED DOCUMENTS CHECKLIST

Please only provide information relating to the maintenance and document checklist if you currently have a lease or licence with the Shire.

**Maintenance** - All maintenance has been completed in accordance with the requirements of the lease.

**Membership** - A list detailing the suburb of residence for your current members has been submitted.

**Insurance** - A copy of the Certificate of Currency for any insurance held for the club/group has been submitted.

**AGM Minutes** – A copy of the minutes from your last AGM.

**Finances** - A copy of your club/groups audited financial statements has been submitted.

**Fees and Charges** - The fees and charges associated with hiring your facility have been submitted.

**Incorporation** - A copy of the group's incorporation certificate is attached.

**Liquor Licence** – A copy of the groups up to date Liquor Licence.

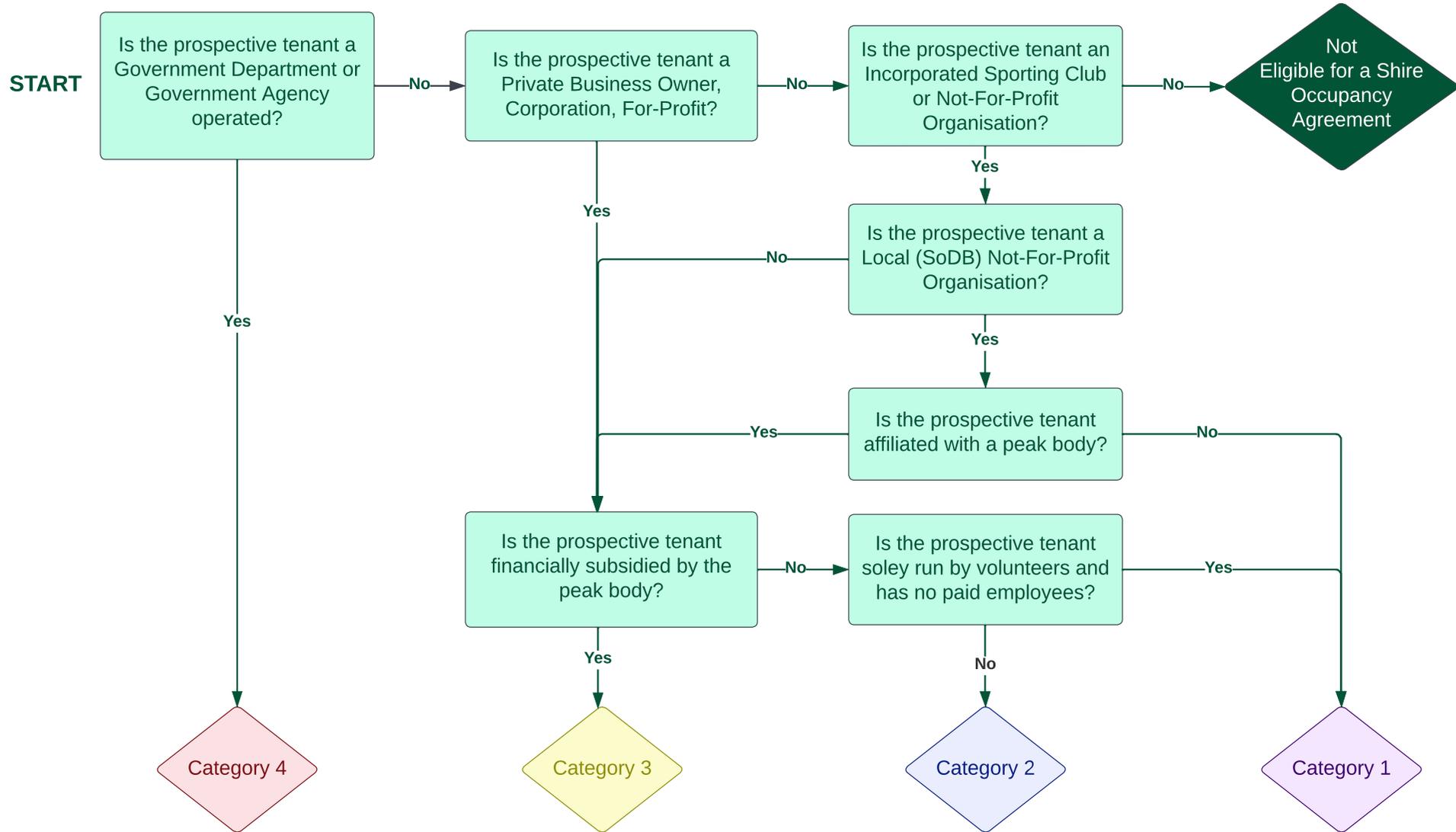
## DECLARATION

I submit this Health Check and associated documents on behalf of the group. I certify that I have been authorised to prepare and submit the Health Check and that the information provided is to the best of my knowledge true and correct.

Name				Signature			
Position					Date		
SHIRE USE ONLY							
File No.	L	PRO			Synergy #		
Tenant Category	1	2	3	4	Has the tenant category changed from last year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Subsidy Score				Subsidy %			
Officer Signature					Date		

# APPENDIX B

## TENANT CATEGORY CLASSIFICATION FLOWCHART Property Management Framework



The prospective tenant must lodge, a constitution with the Association's Branch of the DMIRS and apply for an ABN.

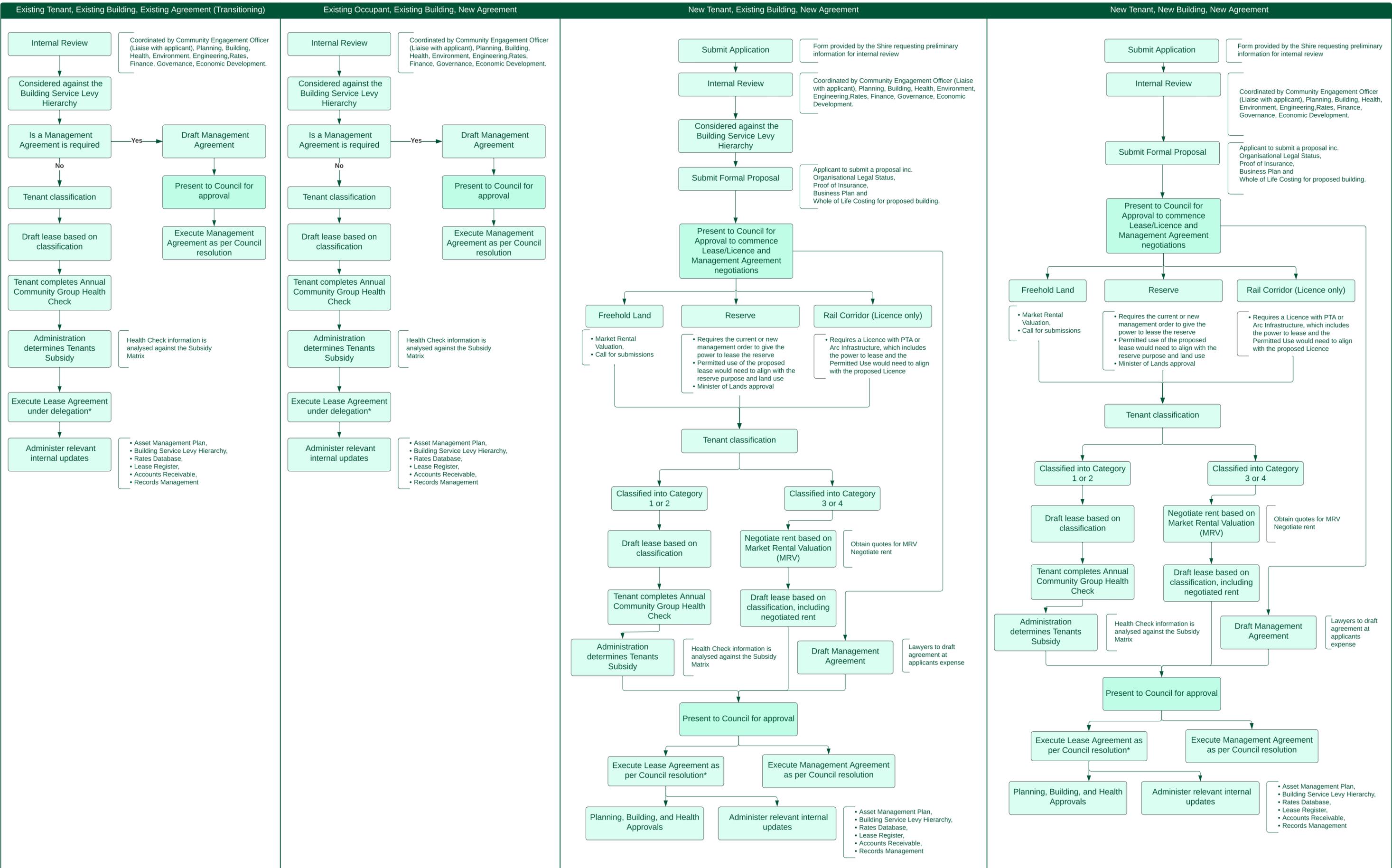
**COMMUNITY BENEFIT SUBSIDY MATRIX**  
Property Management Framework

SUBSIDY CATEGORIES - (SELECT 1 OPTION ONLY FROM EACH CATEGORY)													
Measure	Community Benefit	Membership Numbers	Membership Locality	Committee Management	Financial Management	Compliance Associations Act	Volunteer Management	Financial Sustainability - Memberships	Financial Sustainability - Forward Planning	Financial Sustainability - Additional Income	Group Financial Sustainability	Revenue ability from facility	Multiuse of the facility
Option 1	Does the service provided by the group link into the objectives/outcomes in the Council Plan? <b>(4 Points)</b>	What size is the group's membership base? <b>(4 Points)</b>	How much of the group is located within SoDB? <b>(4 Points)</b>	How well does the group manage their committee? <b>(4 Points)</b>	How well does the group manage its financial resources? <b>(4 Points)</b>	How well does the group comply with key obligations required under the Associations Act 2015? <b>(4 Points)</b>	How is the group's volunteer management? The group meets the following requirements: <b>(4 Points)</b>	What action does the group take to enhance its financial sustainability? <b>(4 Points)</b>	In the last financial year, did the group set aside funds for future development/improvements to benefit their group? <b>(4 Points)</b>	In the last financial year did the group seek out additional income streams? <b>(4 Points)</b>	Does the group receive financial support from peak bodies or the Shire? <b>(4 Points)</b>	Can the group make income from the facility? <b>(4 Points)</b>	Is the facility shared with another group? <b>(4 Points)</b>
Option 2	The service provided links to the objectives/outcomes in the Council Plan. <b>(4 Points)</b>	Large membership base (61+ Members) <b>(4 Points)</b>	76% to 100% <b>(4 Points)</b>	Answered yes to ALL (10) <b>(4 Points)</b>	Answered yes to ALL (8) <b>(4 Points)</b>	Answered yes to ALL (10) <b>(4 Points)</b>	<ul style="list-style-type: none"> <li>• Has enough volunteers to meet group needs; and</li> <li>• Volunteers are insured; and</li> <li>• Volunteers have PD's for their roles; and</li> <li>• The group has a volunteer management plan.</li> </ul> <b>(4 Points)</b>	The group demonstrates an affordable membership regime which allows for many memberships. <b>(4 Points)</b>	The group sets funds aside for the future development / improvements of its club. <b>(4 Points)</b>	The group would like to make additional income, but doing so is out of their control. (Proof provided) <b>(4 Points)</b>	The group does not receive any subsidies from a peak body. <b>(4 Points)</b>	No limited or no ability to make income from the facility <b>(4 Points)</b>	Yes, for a minimum of 1 day per week <b>(4 Points)</b>
Option 3	The service provided does not link to the objectives/outcomes in the Council Plan, but does provide significant benefit to the broader community which is considered to reduce the burden on the Shire's budget <b>(3 Points)</b>	Medium sized Membership base (21 to 60 Members) <b>(3 Points)</b>	51% to 75% <b>(3 Points)</b>	Answered yes to 6 - 8 <b>(3 Points)</b>	Answered yes to 4 - 6 <b>(3 Points)</b>	Answered yes to 6 - 8 <b>(3 Points)</b>	<ul style="list-style-type: none"> <li>• Has enough volunteers to meet group needs; and</li> <li>• Volunteers are insured; and</li> <li>• Volunteers have PD's for their roles.</li> </ul> <b>(3 Points)</b>	The group demonstrates an expensive membership regime which limits memberships. <b>(2 Points)</b>	The group <b>does not</b> set funds aside for the future development / improvements of its club. <b>(0 Points)</b>	The group actively seeks ways to make additional income. <b>(4 Points)</b>	The group receives an annual subsidy from a peak body or financial support from the Shire (Not including Shire grant funding). <b>(0 Points)</b>	Yes, minimal ways to generate income. (Room hire) <b>(2 Points)</b>	No <b>(0 Points)</b>
Option 4	The service provided does not link to objectives/outcomes in the Council Plan, but does provide a localised benefit to the community which is considered to reduce the burden on the Shire's budget <b>(2 Points)</b>	Small Membership base (0 to 20 Members) <b>(2 Points)</b>	26% to 50% <b>(2 Points)</b>	Answered yes to 3 - 5 <b>(2 Points)</b>	Answered yes to 3 or less <b>(2 Points)</b>	Answered yes to 3 - 5 <b>(2 Points)</b>	<ul style="list-style-type: none"> <li>• Has enough volunteers to meet group needs; and</li> <li>• Volunteers are insured.</li> </ul> <b>(2 Points)</b>			The group is not actively seeking ways to make additional income, but is able to do so. <b>(0 Points)</b>		Yes, multiple ways to generate income. (Bar, kitchen, room hire) <b>(0 Points)</b>	
Option 5	The service provided is generally not within the field of local government, however there is a direct local community benefit. <b>(1 Point)</b>		Up to 25% <b>(1 Point)</b>	Answered yes to 2 or less <b>(1 Point)</b>		Answered yes to 2 or less <b>(1 Point)</b>	Has volunteer insurance <b>(1 Point)</b>						
Score							Has enough volunteers to meet group needs but no volunteer insurance. <b>(0 Points)</b>						
												<b>Total: 0</b>	

22/23 Minimum GRV	\$ 1,421.00
Maximum Subsidy	95%
Maximum Points	52

Subsidy Benefit Score	<b>0%</b>
Subsidy Benefit Credit	<b>\$ -</b>
Rent Payable	<b>\$ 1,421.00</b>

OCCUPANCY AGREEMENT PROCESS  
Property Management Framework



\*All leases and licences will be advertised as per Sections 3.58 and 3.59 of the Local Government Act 1995, and Regulation 30 of the Local Government (Functions and General) Regulations 1996