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1.0 Purpose

The Community Facilities Policy (Policy) provides the framework for fair, equitable and efficient management, allocation and use of community facilities provided to community groups (or other approved organisations) under a formal lease or licence agreement with Canterbury-Bankstown Council (Council).

Council recognises the social value and benefits of services by community groups (or other approved organisations) and assists them by providing subsidised space within community facilities.

This Policy sets out the guiding principles and procedures to be followed for determining fees, charges and conditions for lease or licenced use of Council's community facilities.

This Policy establishes rental fees and charges that are fair, consistent, and equitable, and enables provision of a transparent record of the financial cost of the community service obligation for the use of community facilities.

2.0 Scope

2.1 Application

This Policy will apply:

- To the leasing or licencing of community facilities where the existing occupancy agreement or arrangement has expired, is due to expire, or where a long term existing tenant is not currently covered by a formal agreement.
- To a facility that becomes available for community use through vacation by the existing occupant or when the existing occupant is not using it to its full capacity or total available hours.
- To a specific purpose-built Council facility exclusively used by a single user that is no longer being used for the specific purpose or is not used as originally approved.
- When Council acquires, constructs or makes available a new or existing Council asset for use as a community facility.

Community facilities will be managed in line with the CBCity 2036 Community Strategic Plan's objectives and Plans of Management for Community and Crown Land.

2.2 Facilities Covered by the Policy

This Policy applies to Council owned or controlled facilities for which a tenanted space has been deemed suitable for community organisations.

The list of facilities covered by this Policy may be amended by Council resolution or by the delegated authority of the Chief Executive Officer.

Community facilities for the purposes of a lease or licence shall be the buildings and associated amenity structures but may include the immediate surrounding land where agreed by Council. It will not include sporting grounds or fields.

2.3 Facilities, Groups and Individuals Excluded from the Policy

This Policy does not apply to:

- Council facilities covered by commercial rental, leasing, or licencing arrangements.



- Bookings for casual or regular hire of Council facilities, and casual and seasonal hire of sporting fields and grounds.
- Sporting fields and grounds.
- Individuals, private or family use, religious groups in the practice of their religion, use by a business or commercial organisation and political organisations. These groups are not eligible for lease or licence of a community facility but may hire facilities in accordance with hiring guidelines.

3.0 Terms and Definitions

In this Policy the terms below have the following meanings:

Term	Definition
Community Facility/Facilities	Council owned or managed buildings and amenity structures which may include immediate surrounds, utilised by community groups to provide sporting, recreational, cultural or community service activities.
Community Groups	Community, sporting and other organisations which are incorporated as not-for-profit organisations or other community organisations whose primary objective is service to the community and whose members do not receive the profit that may be generated by the activities of the organisation.
Community Land	Land owned by Council and Crown Land under the care, control and management of Council unless otherwise stated.
Community Service Obligation	A government requirement placed on Council to provide a service that is not commercially viable to ensure essential services are available to the public.
Ground Lease	A lease over land where a tenant has constructed, at its own cost, a building on Council owned or managed land and has fully maintained that building (including structural and capital maintenance) throughout the term of the lease.
Lease	A contractual agreement to have exclusive use of a Community Facility/Facilities and/or land for an agreed term and purpose in return for rent, subject to applicable terms and conditions.
Licence	A contractual agreement to have agreed use of a Community Facility (or part thereof) for an agreed term and purpose in return for rent, subject to applicable terms and conditions.
Tenant	The occupier of a Community Facility under the terms of a Lease or Licence Agreement.



4.0 Policy Statement

This Policy is aligned with the *Leading and Engaged* destination of the CBCity 2036 Community Strategic Plan and reflects Council's purpose, ambition and values by providing fair, equitable and consistent access to community facilities.

Council is dedicated to ensuring this Policy reflects the needs and values of the diverse Canterbury-Bankstown community and to continued collaboration with community organisations and other approved organisations under the terms of this Policy.

Council is committed to building trust through transparent, timely and clear communication with community groups and other approved organisations to provide clarity on community facility use, management and maintenance responsibilities.

5.0 Guiding Principles

The Guiding Principles were developed following extensive community consultation and apply to the allocation, use and management of Council's community facilities covered by this Policy.

- Council is committed to equitable and non-discriminatory access to its facilities.
- Community facilities will generally be managed to optimise their use and availability to the Canterbury Bankstown community. Wherever practicable, they will be available for multipurpose, optimum and equitable use by community groups or other approved organisations.
- Priority will be given to community groups or other approved organisations which promote access to facilities for all sections of the Canterbury Bankstown community.
- Multipurpose use will be a key consideration in the planning, design, allocation, and management of Council's community facilities. Wherever possible, Council will endeavour to co-locate similar or compatible user groups in a community facility suitable for multipurpose use.
- User organisations will contribute to the costs of providing the facility, and for associated management, maintenance and minor improvement costs. All financial arrangements must be documented, transparent and in accordance with legislative requirements. Council will expect a high level of probity in the management of its community facilities.
- Formal Council approval must be obtained prior to entering into a lease or licence agreement for a community facility.



Council is committed to **equitable** and **non-discriminatory** access to its facilities.



Community facilities will generally be managed to **optimise their use** and availability to the Canterbury Bankstown community.



Priority will be given to community groups or other approved organisations which promote **access** to facilities **for all** sections of the community.



Formal Council **approval** must be obtained prior to entering into a lease or license agreement for a 'Community Facility'.



Multipurpose use will be a key consideration in the planning, design, allocation, and management of Council's community facilities.



User organisations will contribute to the **costs** of providing the facility, and for associated **management, maintenance and minor improvement costs**.



5.1 Multipurpose Use of Facilities

Multipurpose use will be a core consideration in the planning, design, allocation, and management of community facilities. Wherever practicable, Council will seek to co-locate compatible or complementary community groups within facilities designed for adaptable or shared use. Council may introduce a Memorandum of Understanding (MOU's), where community groups co-exist as tenants in a shared space, to clearly define responsibilities and mutual expectations to enhance coordination and harmonious co-existence. This overall approach supports:

- Efficient use of space and resources.
- Increased community access and participation.
- Collaboration and partnership between community organisations.
- Long-term sustainability of community facilities.

6.0 Policy Criteria

6.1 Access by Community Groups and Other Organisations

Use of community facilities through lease or licence may be available to community groups or other approved organisations such as sporting clubs and associations, non-government organisations, charities, and community welfare services.

Applications for a lease or licence must meet the following conditions:

- a) Be a legally constituted (incorporated) association, or auspiced by an incorporated not-for-profit body in the case of a lease agreement. This condition will not apply in the case of a licence involving a period of less than five years;
- b) Be a not-for-profit community-based organisation or other approved organisation;
- c) Deliver activities and programs within the City of Canterbury Bankstown that provide services or benefits to the Canterbury Bankstown community, and reflect the Council's strategic objectives outlined in Council's Community Strategic Plan CBCity 2036.
- d) Comply with the requirements of the *Anti-Discrimination 1977 Act* (NSW). All users will be required to support Council's non-discriminatory practices and policies;
- e) Demonstrate an ability to meet the financial obligations of a lease or licence agreement (by providing a copy of the most recent audited financial statements, and a business plan where appropriate); and
- f) Maintain appropriate insurances for the term of the tenure, including a minimum \$20 million public liability insurance cover or amount as specified by Council from time to time, listing Council as an interested party.

A request for a lease or licence may be declined:

- a) Where the applicant cannot meet the above conditions;
- b) Where the proposed use of a particular community facility is not compatible or suitable for the location, layout or surrounding amenity of the facility and/or is likely to create inconveniences for the neighbours;
- c) Where the community/ sporting group or majority of its members are based outside the Canterbury Bankstown Local Government Area (LGA);



- d) Where the request requires construction of a new facility, or modifications to an existing facility which are not currently in Council's Capital Works Program;
- e) Where an asset or building on Council-owned land is identified for future divestment or demolition; or
- f) Where an organisation previously occupying a community facility has demonstrated an inability to comply with terms and conditions of their prior agreement.

Council will retain the discretion to vary the eligibility criteria in special circumstances.

6.2 Applications for Community Use of Facilities

Council will advertise and invite Expressions of Interest (EOI) applications from community groups (or approved organisations) wishing to formally register their interest in leasing or licencing available community facilities. Council will only assess applications submitted during the designated Expression of Interest (EOI) period.

6.3 Assessment Criteria for Applicants

Provided an applicant is eligible for community use under this Policy, Council will carry out an assessment on the need of the applicant and suitability of any available community facility for the assessed need. If an available facility is considered suitable, the application will be further assessed using, but not limited to, the following criteria:

- Whether the proposed use meets the principles that will apply to the use and management of Council community facilities under this Policy.
- Whether the proposed use compliments and promotes Council's activities and objectives as outlined in the CBCity 2036 Community Strategic Plan, and other Council strategies.
- Whether the proposed use is likely to:
 - Cater to priority community needs identified in the CBCity 2036 Community Strategic Plan and other Council strategies for people across the community or for specific community group needs.
 - Foster sports, hobbies, skill enhancement, multiculturalism, recreation, art and cultural activities that enhance community connectedness and enrich the quality of life of residents.
 - Promote partnership between Council and other service providers for the overall wellbeing of the Canterbury Bankstown community.
 - Contribute to equity, fairness and access to services in the community.
 - Ensure an appropriate use of the particular community facility, including compatibility with the locality, venue, neighbours, equipment and any other existing use(s) of the facility.

6.4 Information Required for Assessment of Applications

Applicants will be required to address the assessment criteria detailed above and provide the following supporting documentation and information:

- Proposed use of the facility and community outcomes to be met.
- Copy of Certificate of Incorporation.
- Copy of the Constitution, or Articles and Memorandum of Association of the organisation, if applicable.



- Latest audited financial statement.
- Current certificate of Public Liability Insurance for minimum \$20 million in cover or amount as specified by Council.
- Membership base and current office bearers of the organisation.
- Information supporting their past record and or demonstrated ability for relevant community service.
- Any other information that may be reasonably requested by Council.

6.5 Occupancy Agreements for Community Facilities

There is increasing demand by community organisations seeking to use Council owned and managed properties to service the diverse and growing needs of the local community. When a Council property becomes vacant or a new facility classified as Community Land is acquired, a review of the facility's existing usage, utilisation and potential benefit to residents may take place. Where Council opts to lease or licence the facility, or part thereof, an EOI or tender process may be undertaken to ensure a compatible tenant manages the facility.

A lease or licence may only be granted over Community Land for the purposes permitted under the *Local Government Act 1993* (NSW), relevant regulations, any other relevant legislation, and as expressly authorised in the plan of management for that Community or Crown Land.

6.6 Licence Agreements for Community Facilities

A licence agreement will be the main type of occupancy arrangement offered to prospective tenants, to allow for the flexibility to cater to the diverse, changing and competing needs of the community. A licence agreement will allow for improved capacity utilisation, more efficient management, and the flexibility for similar organisations to co-exist in a shared space.

The standard term of duration on which licences are granted is five years subject to:

- Council's strategic plans for the relevant community facility, including planned or anticipated upgrade or redevelopment works; and
- Identified community needs for the relevant property.

A licence with respect to Community Land may be granted following an open and transparent EOI and tender process (in accordance with section 55 of the *Local Government Act 1993*) unless granted to a not-for-profit organisation and one of the following circumstances applies:

- a) The nature of the land or property uniquely aligns with the service being proposed;
- b) The nature of the service being proposed seeks to fulfil community needs which is in significant demand or otherwise short supply within the LGA;
- c) The prospective licensee is a corporation regulated by the Office of the Registrar of Indigenous Corporations; or
- d) The proposed licence is unlikely to generate expressions of interest from more than one not-for-profit organisation.

Council has developed standard licence agreements, however, these documents vary over time and may be tailored or amended to suit each facility and the proposed usage by the prospective tenant. Additional clauses will be included in the licence when necessary to meet specific requirements of Council or the proposed tenant.



The specific terms of the licence agreement entered into by Council and the tenant will prevail over any inconsistent provisions in this policy.

All licence agreements are subject to Council resolution for approval and must meet standard public notification requirements under legislation before they are formally issued.

6.7 Lease Agreements for Community Facilities

A lease agreement may be considered appropriate where an applicant requires exclusive use of a community facility or part thereof, and such an arrangement would benefit the long-term service needs of the local community. In such cases, the applicant will be assessed on an individual merit basis having regard to the application provided by the prospective tenant. Unlike licence agreements, the tenant would generally be expected to assume responsibility for both routine and major maintenance, including capital expenditure for improvements or upgrades to the facility, subject to Council approval.

The decision to offer a lease agreement, including the initial term of duration, will be based on a range of assessment criteria, including:

- The outcome of any community consultation on the proposed lease.
- The extent to which the proposed use of the facility is likely to deliver the greatest benefit to the community.
- The applicant's demonstrated long-term need for the facility.
- The applicant's commitment to community service delivery.
- Alignment with Council's strategic objectives and future plans for the facility.
- Any capital investment previously made, or proposed, by the applicant to upgrade an existing facility or develop a new facility on Community Land or Council-owned land.
- Whether the proposed activity or service addresses an identified priority need within the Canterbury-Bankstown community, and whether this need is likely to continue throughout the lease term or beyond.
- Whether the proposed activity justifies exclusive use of the facility (or part thereof), based on the nature and pattern of use, and whether sufficient capacity remains for other users.
- Whether the nature of the proposed activity or service requires a specialised setup that reasonably precludes shared use by other groups.
- Whether the proposed use of the facility has the potential to provide value to the community.

The term of the lease under this Policy may be:

- Up to 5 years with an option for renewal for up to another 5 years at the discretion of Council; or
- Any other lease tenure determined by Council in specific circumstances, subject to the statutory limitation of 21 years for leases on Community Land.

A lease with respect to Community Land may be granted following an open and transparent EOI and tender process (in accordance with section 55 of the *Local Government Act 1993*) unless granted to a not-for-profit organisation and one of the following circumstances applies:

- a) The nature of the land or property uniquely aligns with the service being proposed;
- b) The nature of the service being proposed seeks to fulfil community needs which is in significant demand or otherwise short supply within the LGA;



- c) The prospective lessee is a corporation regulated by the Office of the Registrar of Indigenous Corporations; or
- d) The proposed lessee is unlikely to generate expressions of interest from more than one not-for-profit organisation.

Council has developed standard lease agreements, however, these documents vary over time and may be tailored or amended to suit each facility and the proposed usage by the prospective tenant. Additional clauses will be included in the lease when necessary to meet specific requirements of Council or the proposed tenant.

The specific terms of the lease agreement entered into by Council and the tenant will prevail over any inconsistent provisions in this Policy.

All lease agreements are subject to Council resolution for approval and must meet standard public notification requirements under legislation before they are formally issued.

6.8 Terms of Duration and Capital Contributions

Standard lease or licence terms of up to 5 years will be initially offered on most agreements. Council recognises that a longer tenure may offer greater security to community organisations and benefit the local community therefore, this Policy allows for longer lease or licence terms to be considered where existing or new tenants are able to demonstrate the following minimum capital contribution commitment prior to or at the time the new licence or lease agreement is being offered:

Term of Duration	5 years (Base Term)	5 years + additional 5 year renewal option	10 years + additional 5 year renewal option
Capital Contribution Commitment by Tenant	No capital contribution commitment	\$50,000 - \$99,999	\$100,000 and over

For tenants not under an existing agreement or occupation arrangement, an option term may only be considered if they can demonstrate both the willingness and capacity to contribute at least \$50,000 in capital improvements of the community facility during their initial term.

Any applications for a longer term lease or licence agreement, Council may request supporting evidence of the following:

- Current and projected membership.
- Future business plan(s) or operational plans.
- Evidence of past contributions or investment into the facility (for existing tenants).
- Current funding grants and proposed future works.
- Any other documentation as reasonably requested by Council.

Any proposed capital improvements by a tenant are to be in consultation with Council through an approved Owner's Consent process. Any capital contribution commitment must be clearly detailed and align with Council's strategic or asset management plans for the relevant facility or site. Such capital contribution or investment by an organisation however, does not automatically secure future lease or licence tenure, as such tenure remains subject to Council assessment and transparent tender where applicable.



6.9 Facilities Funded and Constructed by a Community Organisation

While the primary focus of this Policy concerns community facilities owned or otherwise acquired by Council, it may also be applied to proposals to lease or licence or otherwise occupy and use Community Land under Council's control for the purpose of constructing and occupying new community facilities on the land.

In cases where the construction of a facility on Council-owned land was funded by a community organisation (or other approved organisation) and the agreement with the existing tenant has expired or is about to expire (and has no remaining option for extension) then at the expiry of the formal agreement with Council, as owner of the land, Council will generally assume ownership of the facility.

6.10 Expired Leases, Licences or other Occupancy Arrangements

Where a lease, licence or other occupancy arrangement with an existing tenant has expired, is about to expire or the occupancy has continued without a formal arrangement, Council may review the use and management options for the facility.

Council recognises that many organisations, community groups and their members have a historical affiliation with the facilities they are occupying, and may have in some instances contributed to their development in the past.

Community impact, connection and capital contributions to the facility are factors that would be considered in Council's assessment of the tenant's application to enter into a new agreement to lease or licence the facility. However, past contributions to a facility cannot convey permanent and preferential access to that facility and all occupancy agreements must undergo a transparent and fair assessment. While continued access to the facility by existing community groups may be supported where appropriate, Council remains committed to promoting the most effective and beneficial use of the facility for the wider Canterbury Bankstown community. The review will consider how the facility has been utilised over the lease or licence term and explore opportunities to enhance its use in a manner that maximises community benefit.

Based on the outcome of the review, Council will negotiate a new lease or licence agreement with the existing organisation, or initiate an EOI or tender process to select a suitable lessee or a licensee whereby the existing user will be generally able to apply.

6.11 Sale or Redevelopment of Community Facilities

Council may determine to sell, redevelop or otherwise deal with a community facility at any time. In such cases, Council will have regard to:

- The terms of any remaining lease or licence.
- Other agreements or resolutions of Council relevant to the facility.
- The availability of alternative accommodation in a Council facility suitable for the activities of the incumbent tenant.
- The tenant's contribution to community social outcomes.
- Capital contributions made by the tenant.

Where no formal agreement is in place between Council and the occupier or the occupier is on a short-term or month-to-month tenancy, Council may terminate or amend the terms of any of such occupancy.



6.12 Maintenance and Improvements

6.12.1 Structural Matters

Council will be responsible for the structural integrity of Council owned facilities, including structural maintenance, modification or strengthening works.

Structural modifications, additions, and improvements undertaken with the consent of Council will remain the property of Council, as owner of the facility. However preparation of Development Applications or associated documents is the responsibility of the tenant and Council's consent should be sought prior to the preparation of these documents.

Council will not be responsible for any maintenance (routine, minor, major or structural) in a leased facility where the lessee still owns the structure constructed by the lessee on Council land, unless specified otherwise in a lease agreement.

Where a lessee or licensee voluntarily undertakes extensions or improvements to the exterior of a facility (e.g. pergola or sun shade) with Council approval through the Owner's Consent process, the lessee or licensee will be responsible for the ongoing maintenance and presentation of those improvements or extensions.

6.12.2 Responsibilities for Maintenance

A Standard Maintenance Schedule listing maintenance items and the party (Council or lessee/licensee) responsible for each item is attached to this Policy (Attachment B). As required, facility-specific items will be added to this list and agreed to by Council and the relevant lessee/licensee. This list will be attached to each lease or licence agreement.

Where more than one community group is licensed or leased to use a facility, contributions and responsibility for the maintenance will be shared based on the floor space ratio usage taking into account the different activities carried out by different groups.

Tenants will be responsible for:

- Maintenance of the leased or licenced community facility.
- Obtaining prior approval from Council via the Owner's Consent process for any capital upgrades, alterations, or for adding or removing any significant fixture in the tenanted community facility.

6.12.3 Council Inspections and Access

To monitor day-to-day maintenance and upkeep of community facilities, Council will have a routine inspection schedule for all facilities. Generally, inspections will be carried out at least twice in a year. However, the frequency of inspections may be increased depending on the usage type and activities operated from the facility.

Except where otherwise agreed, Council staff and its agents shall be permitted to access the facility without notice. Council must also be supplied with keys and alarm codes for all areas of the facility. These must not be altered without prior written approval from Council

6.12.4 Maintenance Responsibilities at the End of a Lease or Licence

At the end of a lease or licence period, or at the time of handing back the facility to Council, the tenant will be responsible for conducting a walk-through or inspection of the facility. This inspection is to ensure that the community facility and surrounds (or areas as outlined in the lease or licence agreement) are returned



to Council clean and in good repair. Depending on the outcome of the inspection and in line with the tenant's responsibilities, Council may at its discretion, direct that the tenant complete the following:

- Demolition of any unapproved works or installations and "make good" of the site to Council's satisfaction.
- Repairs or renovations to the facility as per Council's requirements, and/or
- Payment to allow the facility to be repaired or renovated as per Council's requirements.

6.12.5 Capital Improvements and Grants

Any tenant or community organisation applying for grant monies or other acquired resources to fund improvement works or additions (e.g. storage rooms, awnings, extensions) at a community facility, must seek in-principle support from Council prior to lodging the grant application. The following conditions would also apply:

- All projects require formal Owners Consent prior to any work commencing.
- Council reserves the right to have first option to facilitate works arising from approved grants (or capital investment) to delegate to third-party contractors.
- The tenant will be responsible for funding the project including any associated administration costs (i.e. designs, plans, DA's).
- All works must have relevant structural plans and designs approved by Council in advance.
- All works and projects must be carried out in accordance with the appropriate Australian Standard and Building Code of Australia.
- Each project needs to comply with Council's building development guidelines and policies.
- All contractors need to have current licences and up to date insurances. Copies are required by Council well in advance of any works commencement.

As the asset owner, Council retains the discretion to withhold support for proposed works that are not aligned with the site's relevant strategic plans. The tenant or community organisation will be responsible for the future and ongoing maintenance of any addition or improvement to a facility.

Any works commenced or completed to a facility without written approval from Council, by way of a formal Owners Consent, may be subject to an unauthorised works penalty imposed on the tenant. The cost to demolish, rectify, or make good to any facility as a result of unauthorised works may also be imposed on the tenant.

6.13 Regulatory Compliance

Unless agreed otherwise in the lease agreement for facilities constructed by a lessee on Council land, the lessee will be responsible for compliance with the relevant statutory and Australian Standards requirements for the facility, including compliance with:

- Building Code of Australia (BCA).
- Disability access requirements under the *Disability Discrimination Act 1992*.
- Fire protection and emergency exit signage and lighting requirements.
- Any other relevant legislative or regulatory requirements (e.g. Department of Communities and Justice licensing requirements).



For facilities constructed and owned by Council, unless agreed otherwise in the lease or licence agreement, Council will generally be responsible for compliance with the relevant statutory and Australian Standards requirements for the facility including compliance with the Building Code of Australia (BCA), disability access requirements under the *Disability Discrimination Act*, fire protection and emergency exit signage and lighting requirements, subject to funding availability, and any other legislative or regulatory requirements.

6.14 Insurance

Council will insure all community facility buildings and structures constructed by Council. Where a lessee built the structure on Council owned land, the lessee will be responsible for all insurances relating to the structure.

The licensee or lessee will be:

- Responsible for insuring the 'contents' belonging to a lessee or licensee in a community facility.
- Required to provide Council with a Certificate of Currency each year with a minimum of \$20 million in public liability cover or amount as specified from time to time by Council. The policy must note Canterbury Bankstown Council as an Interested Party.
- Council reserves the right to, at any time, increase the amount of coverage required from tenants, in line with best risk practice in order to protect its assets.
- Responsible for arranging professional indemnity insurance, if required, for their activities including specifically indemnifying Council from any claims arising out of their acts.

6.15 Rental Fees and Charges for Community Facilities under an Occupancy Agreement

Council has established a tiered rental fee structure for its Community Facilities, which are occupied by community and sporting organisations throughout the LGA. These fees are set significantly below market rental rates, enabling community organisations to access facilities at a subsidised cost.

While the rental fees represent only a small portion of the annual capital and maintenance expenses borne by Council, they contribute incrementally to the ongoing operational costs of the facilities—costs that would otherwise be fully absorbed by the broader rate-paying community.

The rental fees also incorporate Council's expenses related to building insurance, essential services, statutory certifications, and structural renewal. All fees listed are subject to Goods and Services Tax (GST), annual adjustments in line with the Consumer Price Index (CPI), and future Council resolutions.

Council will consider a number of factors when determining the category and associated fee structure of each community facility (or part thereof). This includes, but is not limited to a facility having a hireable income-generating potential, multi-space capability, the building's complexity, replacement value, condition, location, height and size.

Where Council determines that a community facility can be used by an organisation during the winter season and another organisation for the summer season, to ensure maximum benefit to the community, groups may only be offered seasonal licence agreements.

Where a community organisation and is currently paying a higher rent, the current specific rent levels will not be changed until the agreement is due to be renewed.

The below Rental Fees are subject to provisions in the individual lease or licence agreements that may adjust the fees and charges in exceptional circumstances.

Fees and charges, including the Community Facilities Rental Fees will be adjusted annually by CPI or otherwise as determined by Council.



	Building Category	Description	Rental Fee
Sporting	Category A	Major Sporting Facility (Large facility, multi-space, hireable areas, ability to generate income)	\$16,000 p/a
	Category B	Medium Sporting Facility (Facility capable of generating income through ticketing)	\$5,000 p/a
	Category C	Minor Sporting Facility Seasonal Agreement Annual Agreement	\$900 p/a \$1,800 p/a
Community Facility	Category A	Major Community Facility (Large facility, multi-space, hireable areas, ability to generate income or Childcare and Early Learning Centres not market-tested)	\$10,000 p/a
	Category B	Medium Community Facility (Multi-room, shared space)	\$5,000 p/a
	Category C	Small Community Facility (Single small hall or office space)	\$1,000 p/a
	Category D	Market-tested Community Facilities (To sit outside Community Facility, as it can be sporting too)	Market Rental Rate

6.16 Other Fees and Charges

Council may apply a documentation preparation fee of \$300 inc. GST for any new licence or lease agreement prepared to recover costs incurred by Council. The preparation fee will be waived for the first term of tenure, however, will apply to future amendments or agreements. Council may vary this amount in accordance with normal procedures governing fees and charges.

In circumstances where a tailored lease or licence agreement is required (instead of a standard agreement), the lessee or licensee will be required to pay the legal cost associated with the preparation of the agreement, including GST, where applicable.

Responsibilities in relation to outgoings will be included in the lease or licence agreements. Tenants are expected to meet the operational costs of their use including utilities related to the cost of the service being provided in the community facility. Unless otherwise stated, the tenant will be responsible for electricity, water, gas, telephone and internet usage, waste charges, land tax charges (if applicable), rates, fire protection charges, and other utility charges imposed by a public authority.



6.17 Hardship Policy

Council recognises there may be cases of hardship which warrant careful consideration when introducing or applying the policy. Council has agreed that:

- Where a tenant has a lease or licence agreement for a Council community facility and faces financial difficulties during the lease or licence period Council may approve a deferral of the rental fee for a period of up to 12 months where Council has been provided with satisfactory evidence of the adverse financial position.
- Where an existing tenant or new community organisation does not have the financial resources to cover the rental fee, or cannot meet the criteria for a licence or lease, Council will consider a hire agreement for the organisation stipulating the time, use and availability of the facility for up to 12 month period. This will generally reflect the current time and usage by the group. Associated hire costs for the space may apply.
- Council will retain the discretion to renew such arrangements as the above on a basis of up to 12 months at any given time.

Such hardship arrangements will not preclude Council from issuing a shared use lease or licence to another suitable organisation/s as appropriate. The lease or licence agreement in such cases would stipulate the shared use arrangement.

6.18 Timeframe for Execution of Agreements

Groups will have a maximum of 3 months from the time of being presented a draft licence or lease agreement to accept terms and return relevant documentation.

Any unnecessary or undue delay by a prospective tenant to uphold proceedings for the execution of an agreement will result in the agreement offer being withdrawn and no further tenancy arrangements offered. Groups will then be required to proceed under hire arrangements at the requisite hourly rates for use of the facilities until further resolved by Council. In most instances, the default hire rate would correspond to Council's Community Facility Category A hire rates. If the prospective tenant currently occupies the community facility that is the subject of the lease or licence agreement, the tenant will be required to vacate the community facility and an EOI or tender process may be initiated by Council.

6.19 Organisation Demise

Where an organisation which has an existing occupancy agreement with Council folds or ceases to operate, the lease or licence agreement for the facility will be terminated. Notice to exit the agreement should be provided in writing to Council as soon as it's clear the organisation will be unable to continue its operations. Should an organisation be unable or unwilling to provide such notice, Council will terminate the agreement.

All remaining rental fees and outgoings owing to the end of the agreement terms shall be payable to Council and recovered by debt collections means if necessary. All leftover items in the facility that require disposal shall be removed at the demised organisation's cost. All keys must also be returned to Council. Failure to have all keys accounted for may result in locks being changed at the facility at the cost of the demised organisation.

Council will consider a hire arrangement for a suitable caretaker of the vacated facility in the event essential services are still required to be maintained or delivered to the community. An EOI or tender process may be undertaken for the facility thereafter to appoint the most suitable tenant.



6.20 Annual Reports

Community groups and other approved organisations using Council's community facilities will be required to report annually on their use of the facility. Information provision requirements will be detailed in the lease and licence agreements.

6.21 Implementation

The implementation of this Policy for community groups and sporting organisations will be as follows:

Stage 1

Negotiation of a new lease/ licence with existing occupants where a previous licence/ lease has expired and the tenants are occupying the facility on a hold over, month to month, without a new agreement in place.

Stage 2

Negotiation of a new agreement where a community organisation or sporting group are occupying the facility through historical, ad- hoc arrangements or past Council resolution.

Stage 3

New agreement negotiated on future expiry of a valid lease or licence agreement.

Stage 4

In the case of vacant or new facility where there is no lease or licence agreement in place, an EOI approach will be adopted, as per the *Local Government Act 1993*.

Expressions of Interest will be sought where agreement is not reached, or where there is under-utilisation of the facility to encourage shared use.

6.22 Other Legislative Compliance – Record Keeping and Privacy

Council is committed to acting in accordance with its legislative obligations and will ensure accurate records are maintained and managed according to Council's Information Management Policy and Framework and the *State Records Act 1998* (NSW).

Council will take all reasonable steps to protect the privacy of community groups and other organisations leasing or licencing community facilities in line with Council's Access to Information Policy and Privacy Management Plan and the *Privacy and Personal Information Protection Act 1998* (NSW).

7.0 Approval and Review

7.1 Policy Owner

Director or Manager [INSERT TITLE]

7.2 Authorisation

Adopted by Canterbury-Bankstown Council on [DD/MM/YYYY].

7.3 Reviews and Modifications

The next review is due on [DD/MM/YYYY].



8.0 Related Documents

8.1 Laws and Standards

- Anti-Discrimination 1977 Act (NSW)
- Disability Discrimination Act 1992 (NSW)
- Government Information (Public Access) Act 2009 (NSW)
- Local Government Act 1993 (NSW)
- Privacy and Personal Information Protection Act 1998 (NSW)
- State Records Act 1998 (NSW)

8.2 Policies and Procedures

- Access to Information Policy
- Information Management Policy and Framework
- Privacy Management Plan
- Schedule of Fees and Charges
- Seasonal Allocation of Sporting Grounds Policy



8.3 Standard Maintenance Schedule – Attachment A

Standard Maintenance Schedule for Leased and Licensed Community Facilities

Responsibility for each maintenance item is outlined below (unless specified otherwise in the lease/licence agreement or by subsequent mutual agreement). Council will not be responsible for maintenance of items installed, purchased or modified by the licensee or lessee.

Structural

Structural maintenance, modification, improvement or strengthening works

Building alterations, and additions

Removal of licensee/lessee alterations or additions

Plumbing

Plumbing and fixtures

Plumbing waste pipes & sewer drains

Toilets, urinals

Ceilings, Doors, Walls, Floors, Windows

Doors (including security & cupboard doors, door fittings), windows, glazing, walls and ceiling

Floor surfaces and floor coverings (eg, tiles, carpets, vinyl, parquet and timber)

Exterior walls

Interior walls

Ceilings

Graffiti (external)

Graffiti (internal)

Curtains and blinds

Glass

Electrical and Lighting

Electrical wiring, switchboards, power points, switches, circuit breakers.

Testing and Tagging of Electrical Equipment

General indoor lighting (fittings, lamps, fuses, consumables) system.

Specialised lighting, sound, effects and stage system

Air conditioning, heating, cooking and refrigeration equipment

Security, Safety, and Insurance

Security and premises lighting

Security /alarm system

Security grills

Keys and Locks



Fire extinguishers and smoke detectors

No smoking policy

Building Insurance

Contents Insurance

Health and Cleanliness

Personal hygiene (sanitary) services

Food handling areas

Hygiene, pest and vermin control

Storage

Garbage bin storage areas

External

Lawns, yards, plants & trees

Driveways & parking lots

Roofs, fascia boards, skylights & guttering

Utilities

Utilities (electricity, gas & water)

Telephone

Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
Structural maintenance, modification, improvement or strengthening works	All responsibility	No responsibility	No responsibility	All structural maintenance, modification, improvement or strengthening works including in foundation, frames, roofs, walls, columns, beams and driveways.
Plumbing and fixtures	All responsibility	Minor works including washer replacement and blockages. Cost of repairs due to misuse.	Cost of repairs due to misuse.	Repair and renewal of plumbing and fixtures due to age or structural fault or vandalism.



Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
Plumbing waste pipes & sewer drains	All responsibility	Keep clear of foreign objects. Cost of unblocking due to misuse.	Keep clear of foreign objects. Cost of unblocking due to misuse.	Repair and replace as necessary
Doors (including security & cupboard doors and door fittings), windows, glazing, walls and ceiling	All responsibility	Regular cleaning and cost of repair if damaged due to misuse.	Regular cleaning and cost of repair if damaged due to misuse.	Replacement and repair due to age, structural fault or vandalism.
Floor surfaces and floor coverings (e.g., tiles, carpets, vinyl, parquet and timber)	All responsibility	Regular cleaning/vacuuming/mopping/maintenance and upkeep including cost of cleaning agents, chemicals and tools/equipment for cleaning. Cost of repair or replacement, if damaged due to misuse. Repair and replacement of carpets/matts/flooring/floor covering, etc if any, installed by the lessee/licensee.	Regular cleaning/vacuuming/mopping/maintenance and upkeep including cost of cleaning agents, chemicals and tools/equipment for cleaning. Cost of repair or replacement, if damaged due to misuse. Repair and replacement of carpets/matts/flooring/floor covering, etc if any, installed by the lessee/licensee.	Repair and replace (as deemed necessary by Council) only original flooring/floor covering installed by Council.
Exterior walls	All responsibility	Cleaning and removing graffiti	Cleaning and cost of repair or replacement, if damaged due to misuse.	Maintenance including painting/coating and replacement due to structural faults or age. Removing graffiti repairing vandalism
Interior walls	All responsibility	General cleaning and upkeep. Cost of maintenance or repainting, if damaged due to misuse. Lessee/Licensee may apply for permission to undertake internal painting subject to	General cleaning and upkeep. Cost of maintenance or repainting, if damaged due to misuse. Lessee/Licensee may apply for permission to undertake internal painting subject to conditions set by Council.	Maintenance including painting/coating and repair/ replacement due to structural faults or age.



Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
		conditions set by Council.		
Fire Safety Services	All responsibility	Battery replacement for unwired smoke detectors. Damage due to misuse. Replacement and testing of all extinguishers and fire safety equipment + fire hoses <i>Emergency lighting?</i>	Battery replacement for unwired smoke detectors. Damage due to misuse. Replacement and testing of all extinguishers and fire safety equipment + fire hoses <i>Emergency lighting?</i>	Inspection
Fire Evacuation Signage	All responsibility for compliance	All responsibility for compliance		Ensure fire evacuation signs are completed. Annual fire Safety statements compliant, completed and displayed
Path of travel to exit	All responsibility for compliance	All responsibility for compliance	All responsibility for compliance	Ensure path of travel is clear during each inspection
Management In-Use Plans (applicable to buildings with additional locks/security doors in path of exit affecting compliance)	All responsibility to ensure emergency exit paths are always maintained clear All responsibility to maintain and display records of training/briefing	All responsibility to ensure emergency exit paths are always maintained clear All responsibility to maintain and display records of training/briefing	All responsibility for compliance All responsibility to ensure emergency exit paths are always maintained clear All responsibility to maintain and display records of training/briefing	6 monthly and Annual Path of travel inspections to ensure compliance 6 monthly and Annual Path of travel inspections to ensure compliance



Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
Electrical wiring, switchboards, power points, switches, circuit breakers.	All responsibility	No responsibility for items installed by Council, unless damaged due to misuse. Lessee/Licensee is required to ensure that only electrical appliances and connections authorised by Council are used.	No responsibility for items installed by Council, unless damaged due to misuse, includes overloading circuit. Lessee/Licensee is required to ensure that only electrical appliances and connections authorised by Council are used	Maintenance and replacement due to age. <i>Including replacement of power points that have fallen off? Additional power points required</i>
Testing and Tagging of Electrical Equipment	Annual Testing and Tagging of all Electrical Equipment not installed by Council, and prompt reporting of results to Council and repair/replacement of failed items	Annual Testing and Tagging of all Electrical Equipment not installed by Council, and prompt reporting of results to Council and repair/replacement of failed items	Annual Testing and Tagging of all Electrical Equipment not installed by Council, and prompt reporting of results to Council and repair/replacement of failed items	Annual Testing and Tagging of all Electrical Equipment installed by Council
General indoor lighting (fittings, lamps, fuses, consumables) system.	All responsibility	If not specified otherwise in the licence agreement, generally no responsibility, except changing lamps (globes) and fuses for all items (incl. those installed by Council.) Cost of repair/replacement, if damaged due to misuse.	If not specified otherwise in the licence agreement, generally no responsibility, except changing lamps (globes) and fuses for all items (incl. those installed by Council.) Cost of repair/replacement, if damaged due to misuse.	Maintenance and replacement due to age.
Specialised lighting, sound, effects and stage system	All responsibility	Full responsibility	Full responsibility	Maintenance and replacement due to age for items purchased by Council.



Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
Security and premises lighting	All responsibility	No responsibility (unless installed by Lessee/Licensee). Cost of repair/replacement, if damaged due to misuse.	No responsibility (unless installed by Lessee/Licensee). Cost of repair/replacement, if damaged due to misuse.	Maintenance, replacement and repair due to age, structural fault or vandalism.
Air conditioning, heating, cooking and refrigeration equipment <i>Exhaust fans?</i>	All responsibility	No responsibility for repair / maintenance, if owned and installed by Council, except for damage due to misuse. Responsible for general cleaning and switching off, when not in use.	No responsibility for repair/maintenance, if owned and installed by Council, except for damage due to misuse. Responsible for general cleaning and switching off, when not in use. Lessee/Licensee may apply for permission to undertake new installation of air conditioning, heating, cooking and refrigeration equipment subject to approval and conditions set by Council.	Maintenance, replacement and repair due to age, structural fault or vandalism.
Security grilles	All responsibility	No responsibility.	No responsibility.	Maintenance, replacement and repair due to age, structural fault or vandalism.
Curtains and blinds	All responsibility	Regular cleaning and repair.	Regular cleaning and repair. Cost of repair/replacement, if damaged due to misuse.	No responsibility for cleaning or repair. Replacement if deemed necessary by Council.
Glass + Mirrors? Glass door frame?	All responsibility	Cost of replacement, if broken due to misuse or negligence by licensee or their invitee.	Cost of replacement, if broken due to misuse or negligence by licensee or their invitee.	Maintenance, replacement and repair due to age, structural fault or vandalism.
Ceilings	All responsibility	To keep clean of soot, dirt and spider webs.	To keep clean of soot, dirt and spider webs.	All maintenance and replacement due to structural faults or age.
Keys and locks	Not permitted to reproduce keys, replace locks or add new locking mechanism	Responsible for control of keys issued by Council and maintaining an	Responsible for control of keys issued by Council and maintaining an	Purchase, installation, maintenance and replacing of locks. Cost of provision of



Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
	including latches, pad locks, chains or electronic locks without written permission from Council.	accurate, up-to-date, key register. Not permitted to reproduce keys, replace locks or add new locking mechanism including latches, pad locks, chains or electronic locks without written permission from Council.	accurate, up-to-date, key register. Not permitted to reproduce keys, replace locks or add new locking mechanism including latches, pad locks, chains or electronic locks without written permission from Council.	keys to lessee/licensee, limited to number of sets specified in the lease/licence agreement, or as determined by Council.
Lawns, yards, plants & trees <i>Nature Strip?</i> <i>Sandpits</i> <i>Shade sail cloths</i> <i>Tree cutting</i> <i>Playgrounds and softfall</i>	All responsibility	Mowing, pruning and gardening to the standard and frequency required by Council.	Mowing, pruning and all gardening to the standard and frequency required by Council for separate/fenced facilities.	Responsibility for maintenance of small areas surrounding sports clubhouses and licensed community facilities only where Council is already maintaining a significant part of the adjoining facility/field/venue.
Driveways & parking lots	All responsibility	Maintenance and Cleaning	Cleaning	Upkeep, maintenance and replacement due to structural faults or age.
Roofs, fascia boards, skylights & guttering- non structural?	All responsibility	Repair of damage due to misuse	Repair of damage due to misuse	Maintenance and repair/replacement as required.
Food handling areas	All responsibility	To keep all areas in a clean and hygienic state in accordance with industry practices and compliance requirements. Regular inspection and cleaning of oven canopy filters, grease traps, etc. Cost of any repair/replacement due to misuse.	To keep all areas in a clean and hygienic state in accordance with industry practices and compliance requirements. Regular inspection and cleaning of oven canopy filters, grease traps, etc. Cost of any repair/replacement due to misuse.	Maintenance, replacement and repair due to age, structural fault or vandalism.
Hygiene, pest and vermin control	All responsibility	All responsibility	To keep all areas in a clean and hygienic state	Elimination of pest and vermin in licensed facilities (provided pests not



Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
				introduced as a result of licensee behaviour).
Personal hygiene (sanitary) services	All responsibility	All responsibility	All responsibility	No responsibility.
Utilities (electricity, gas & water)	All responsibility	All costs during tenancy period.	All costs during tenancy period.	No responsibility.
Telephone	All responsibility	Installation, cost and maintenance. New installation must be approved by Council.	Installation, cost and maintenance. New installation must be approved by Council.	No responsibility.
Toilets, urinals Basins, mirrors, dispensers, change rooms	All responsibility	To keep all areas in a clean and hygienic state in accordance with industry practices. Cost of repair/replacement due to misuse. Clearing toilet blockages	To keep all areas in a clean and hygienic state in accordance with industry practices. Cost of repair/replacement due to misuse. Clearing toilet blockages	Maintenance and repair/replacement due to age or structural fault or vandalism.
No smoking policy	All responsibility	Full responsibility for installing adequate internationally recognised signage, regulatory compliance and enforcement of Council's "No smoking in or around Council facilities" policy.	Full responsibility for installing adequate internationally recognised signage, regulatory compliance and enforcement of Council's "No smoking in or around Council facilities" policy	No responsibility Monitoring
Building Insurance	All responsibility	No responsibility	No responsibility	All responsibility (except for leased facilities constructed by lessee)
Contents Insurance	All responsibility	All responsibility	All responsibility	No responsibility
Storage	Storage in designated spaces only. To keep passageways clear and clean and egress maintained at all	Storage in designated spaces only. To keep passageways clear and clean and egress maintained at all times. No equipment to be stored in plant rooms, service ducts or other	Storage in designated spaces only. To keep passageways clear and clean and egress maintained at all times. No equipment to be stored in plant rooms, service ducts or other	Monitoring. Removal of unauthorised storage or items at lessee/licensee expense.



Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
	times. No equipment to be stored in plant rooms, service ducts or other unauthorised areas. Cost of removal or disposal of inappropriately stored equipment or goods. No additional storage areas/cupboards without Council approval.	unauthorised areas. Cost of removal or disposal of inappropriately stored equipment or goods. No additional storage areas/cupboards without Council approval	unauthorised areas. Cost of removal or disposal of inappropriately stored equipment or goods. Gas bottles and other dangerous goods must be stored appropriately. No additional storage areas/cupboards without Council approval	
Garbage bins and waste storage areas	All responsibility	Removal of all waste. Correct disposal of recyclables (if recycling facilities are provided). To keep garbage bin storage enclosure clean and tidy and locked, where provided. Only to be used to store waste.	Removal of all waste. Correct disposal of recyclables (if recycling facilities are provided). To keep garbage bin storage enclosure clean and tidy and locked, where provided. Only to be used to store waste. <i>Council does not pick up bins, does not provide large bins for disposal?</i>	Maintenance of enclosure.
Graffiti (external)	All responsibility	All responsibility	Report graffiti to Council	Removal of graffiti at licensed facilities.
Graffiti (internal)	All responsibility	All responsibility	All responsibility	No responsibility
Building alterations, and additions	Not permitted. Works under Council supervision where written approved is provided.	Not permitted. Works under Council supervision where written approved is provided.	Not permitted. Works under Council supervision where written approval is provided.	As required, at Council discretion.
Removal of licensee/lessee alterations or additions	At Council's direction and to Council's satisfaction	At Council's direction and to Council's satisfaction	At Council's direction and to Council's satisfaction	No responsibility. Removal of items and make good may be organised at



Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
				lessee/licensee expense.
Security /alarm system	All responsibility	Responsibility for proper use of Council installed system. If licensee wants to install a new system, only a security/alarm system approved by Council may be installed. All costs of purchase, installation and monitoring to be borne by the licensee. Council to be provided with access codes and keys to the facility, plus a list of all organisation access codes and key register, and advised of any changes to either list Security alarm response patrol attendance fees - lessee/licensee responsibility if triggered by improper use/management of systems.	Responsibility for proper use of Council installed system. If licensee wants to install a new system, only a security/alarm system approved by Council may be installed. All costs of purchase, installation and monitoring to be borne by the licensee. Council to be provided with access codes, plus a list of all organisation access codes and key register and advised of any changes to either list. Security alarm response patrol attendance fees - lessee/licensee responsibility if triggered by improper use/management of systems.	Maintenance of Council installed system. Council will be responsibility if patrol attendance is triggered due to technical issues
Council Rates	All responsibility	No responsibility	No responsibility	All responsibility

Lessees and Licensees will be responsible for repair of all damage that has occurred as a result of their negligence, act of default, or by any negligence on behalf of its invitees or employees.



Additions

Item	Lessee Responsibility (land lease, facility built by Lessee)	Lessee Responsibility (Facility constructed by Council)	Licensee Responsibility	Council Responsibility
Fencing including brickwork				
External Amenities				
Doors (including security and cupboard doors and door fitting), windows, glazing, walls and ceiling				
Defib device				
Compliance				
Lifts – Passenger and goods				
Solar PV systems				
CCTV				