



## **Leases and Licences Policy**

APPROVAL DATE: October 2025

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**LEASES AND LICENCES POLICY****DOCUMENT CONTROL**

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### 1. INTRODUCTION

#### 1.1. Purpose

The purpose of this policy is to guide how Council grants and manages leases and licences. It provides a consistent and transparent approach to managing the use and occupancy of assets owned or managed by Warrnambool City Council. It ensures responsible administration of public assets, encourages equitable access, and supports community, commercial, and strategic outcomes.

#### 1.2. Scope

The policy applies to all Council owned and managed assets including Crown Land where the Council is the designated Committee of Management, and any other assets the Council has control over where an occupancy or usage arrangement is to be offered.

This policy also applies to:

- All existing, new agreements (including renewals).
- Where an existing agreement has expired and the current tenant seeks to enter into a new agreement.
- Where a tenant exercises an option to renew under an existing agreement and a new agreement can be prepared.
- Rent reviews where provisions for review are included in existing agreements.

This policy **does not** apply to:

- Assets or land occupied by Council.

Agreements covered by this policy include:

- Leases
- Licences
- Occupancy Agreements
- Shared User Agreements
- Committee of Management Agreements

#### 1.3. Definitions

Term	Definition
<b>Council</b>	Refers to Warrnambool City Council
<b>WCC</b>	Warrnambool City Council
<b>CoM</b>	Committee of Management
<b>DEECA</b>	Department of Energy, Environment and Climate Action
<b>EOI</b>	Expression of Interest
<b>Agreement</b>	Any formal arrangement granting occupancy or use of a Council or Council managed asset
<b>Lease</b>	Exclusive use of property, either community or commercial in nature
<b>Licence</b>	Non-exclusive use of all or part of a facility or land

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<b>Committee of Management Agreement</b>	Contract authorising a committee to oversee asset operations on behalf of the Council
<b>Casual Hire Agreement</b>	Short-term or recurring facility use agreement for individuals or organisations
<b>Occupant</b>	Any entity or individual granted occupancy through an Agreement
<b>Market Rent</b>	Value assessed based on independent valuation or market conditions
<b>Community Benefit</b>	Evaluation of the social, environmental, and economic value generated by asset usage

### 1.4. References

Source	Reference
Relevant Legislation	<ul style="list-style-type: none"> <li>- Local Government Act 2020</li> <li>- Crown Land (Reserves) Act 1978</li> <li>- Retail Leases Act 2003</li> <li>- Residential Tenancies Act 1997</li> <li>- Planning and Environment Act 1987</li> <li>- Child and Wellbeing Safety Act 2005</li> <li>- Occupational Health and Safety Act 2004</li> <li>- Building Act 1993</li> <li>- Equal Opportunity Act 2010</li> <li>- Gambling Regulation Act 2003</li> <li>- Liquor Control Reform Act 1998</li> <li>- Tobacco Act 1978</li> <li>- Gender Equity Act 2021</li> <li>- Victorian Traditional Owner Settlement Act 2010</li> <li>- Associations Incorporation Reform Act 2012</li> </ul>
Relevant WCC Policies and Plans	<ul style="list-style-type: none"> <li>- Risk Management Policy</li> <li>- Occupancy of Sport and Recreation Facilities Policy</li> <li>- Warrnambool 2040 Community Plan</li> <li>- Healthy Warrnambool 2025-2030</li> <li>- Active Warrnambool Strategy 2025-2035</li> <li>- Fair Access and Use Policy and Action Plan</li> </ul>

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### 2. POLICY

This policy establishes how Council manages the use of its land and buildings, making sure access is fair, transparent, and supports the best outcomes for the community. Council is committed to maximising community value from its assets while safeguarding their long-term financial and operational sustainability.

This policy provides a structured framework for the negotiation, formation, and management of agreements relating to Council owned and managed property. The framework is designed to streamline processes while promoting fair and transparent use of these assets in alignment with Council objectives.

#### 2.1 Principles

Council's approach to leasing and licensing property under this Policy will be guided by the following principles:

##### Community and Strategic Outcomes

- **Community Benefit:** Council's properties are used to support overall community wellbeing, with priority and discounts given for uses that provide community benefit, where appropriate.
- **Fair and Equal Access:** All eligible parties have a fair opportunity to apply under clear, consistent processes.
- **Transparency:** Decisions are made based on clear criteria and open processes.
- **Supports Council Goals:** Use of land and buildings should align with Council's strategic plans and priorities where possible.

##### Governance and Administration

- **Financial Sustainability:** Properties are managed to achieve fair financial outcomes and ensure the long-term financial sustainability of Council.
- **Market Based:** Agreements should reflect the value of the property and be set with consideration of overall market conditions.
- **Asset Utilisation:** Council properties are actively used and not left idle.
- **Avoiding Informal Arrangements:** Council will allow occupancy only pursuant to a formal agreement.
- **Legal Compliance and Risk Management:** Agreements include measures to address safety, insurance, and legal obligations, and all properties are managed in accordance with applicable legislation.

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### 2.2 Legislative Context

The management of land by Council occurs within a complex legal environment. The legislation and regulations below set out the key requirements that apply to the granting and administration of leases and licences.

#### **Local Government Act 2020**

- Council's power to lease land to a person is limited to a term of 50 years or less
- Council must include any proposal to lease land in a financial year in the budget where the lease is:
  - a. For one year or more, and;
    - i. The rent for any period of the lease is \$100,000 or more a year; or
    - ii. The current market rental value of the land is \$100,000 or more a year; or
  - b. For 10 years or more
- If a proposed lease meets the above criteria but was not included in the budget, Council must undertake a community engagement process in accordance with its Community Engagement Policy before entering into the lease.

#### **Crown Land (Reserves) Act 1978**

**Section 17B:** Where land reserved under section 4 is managed by a committee of management, with the responsible Minister's written approval, the committee may:

- Grant licences for land or building use for up to 10 years.
- Enter agreements to operate services and facilities on the land for up to 10 years.
- Enter tenancy agreements for erecting buildings or structures for a fixed term not exceeding 10 years, which can be terminated anytime by the Minister. These agreements may require tenants to remove structures and clear the site when the tenancy ends.

**Section 17(1&2):** For certified land (excluding coastline protection land), a committee of management may, subject to regulations:

- Grant licences to use any part of the land or buildings for purposes aligned with the reservation for up to 3 years.
- Enter agreements to operate services and facilities consistent with the reservation for up to 3 years.
- Enter tenancy agreements for erecting buildings or structures for up to 3 years. These agreements may require tenants to remove structures and clear the site when they end.

**Section 17D:** A committee of management may lease any part of the land for an approved purpose, with Ministerial approval, for up to 21 years.

#### **Land Act 1958**

Regulates the sale, granting, and use of unreserved Crown land, Crown waterfront areas, and government roads within Victoria

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### ***Planning and Environment Act 1987***

- Applies to both Crown and privately owned land in Victoria.
- Sets out requirements for land use, development, and conservation.
- Occupants must comply with the Warrnambool Planning Scheme and obtain any necessary planning permits for activities involving leased properties.

### ***Retail Leases Act 2003***

Governs leasing arrangements for retail and commercial properties. Applies to relevant commercial leases that meet the legal criteria.

### ***Residential Tenancies Act 1997***

- Applies to residential rental agreements under Council's management.
- Outlines rights and duties of rental providers (landlords) and tenants, dispute resolution, and administration of bonds.

## 2.3 Tenure Types

Agreement Type	Types	Rental	Default Tenure
<b>Lease</b>	<ul style="list-style-type: none"> <li>• Ground</li> <li>• Community</li> <li>• Commercial</li> <li>• Residential</li> <li>• Hanger</li> </ul>	Determined by Tenant Categories (see <i>Tenant Group table</i> listed under 2.8)	<ul style="list-style-type: none"> <li>• 5 Years – Ground, community, commercial</li> <li>• 1 Year – Residential</li> <li>• 10 Years - Hanger</li> </ul>
<b>Licence</b>	<ul style="list-style-type: none"> <li>• Community</li> <li>• Commercial</li> <li>• Sport and Recreation Club</li> <li>• Right of Way</li> </ul>	Determined by Tenant Categories (see <i>Tenant Group table</i> listed under 2.8)	3 Years
<b>Occupancy</b>	An agreement where it is not a residential agreement and is generally for a period shorter than a year	Subject to Council's annual budget process and specified in Council's Annual Fees and Charges Schedule.	Under 12 months
<b>Committee of Management</b>	An agreement with a group of individuals appointed or elected to oversee the operations, policies, and governance of Council property	Nil	3 Years

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### 2.4 Granting of Tenancies

All tenancies on land owned or managed by Council will be formalised through a legally binding tenancy agreement.

Before offering any tenancy, the ownership and legal status of the land must be clearly established, as this will determine the appropriate legal instrument to be used.

Council must operate within the powers granted under legislation and comply with the guidance and policies of relevant government agencies.

When determining rental arrangements, the appropriate market rental value must be considered. Council will only offer a rental amount below market rate if allowed under this policy.

Where Council acts as Committee of Management over Crown Land, agreements will be prepared in accordance with DEECA policy. This includes formalising agreements with DEECA lease and licensing templates. Before committing to a lease or license on Crown Land (with the exception of certified land for Licences), approval is required from DEECA.

### 2.5 Categories of Tenants

Council assesses tenant eligibility for rental and operating cost subsidies based on five groups that reflect alignment with community objectives. These evaluations may be conducted annually and help determine continued support or adjustments to subsidy levels.

Should the nature of a tenant's activities or use change significantly during the term of their agreement, Council reserves the right to reassess and amend rental terms in response to these changes.

Negotiations around rental fees and subsidies will consider a range of factors such as consistency with Council Objectives, the nature and location of the property, use of volunteers, affordability and access for residents, funding streams, tenant history including existing Council debt, financial sustainability, and demonstrated community benefit.

Council retains the discretion to negotiate terms, maintenance obligations, rent, and subsidies on a case by case basis.

#### Rental Subsidy Consideration

Council will assess and determine appropriate rental subsidies for tenants occupying Council owned or managed land and buildings. Eligibility will be based on the nature of the tenant's operations, specifically those classified under Group 2 and Group 3 and where a net community benefit can be demonstrated.

The table shown on the next page is an indicative guide to the allocation of annual rent and operating costs.

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### 2.6 Tenant Categories

Group	Rent and Costs	Eligibility
<b>Category 1: Commercial/Private</b> <i>Example: Restaurant, Residential lease</i>	<ul style="list-style-type: none"> <li>Lease: Market Rent based on valuation undertaken by the Valuer General or a registered valuer + Council Rates</li> <li>Licence: Land: 4% rental yield of the unimproved value of the land + Waste Rate charge if Council bins are applied for and granted.</li> <li>Building: Set rate per square metre occupied determined by independent valuer + Waste Rate charge if Council bins are applied for and granted.</li> <li>Utilities including Grease Trap maintenance if applicable.</li> <li>Licence/lease preparation fee.</li> <li>Maintenance costs under tenant responsibility in Schedule 1.</li> <li>Improvements.</li> </ul>	<ul style="list-style-type: none"> <li>Business/commercial activity</li> <li>Generates Income</li> </ul>
<b>Category 2: Large Not for Profit Community Groups and Organisations</b> <i>Indicia: Has more significant revenue sources indicating greater capacity to pay, employs staff</i>	<ul style="list-style-type: none"> <li>Lease: Market Rent based on valuation undertaken by the Valuer General or registered valuer less discount determined by methodology at Category A + Council Rates.</li> <li>Licence: 4% rental yield of the unimproved value of the land less discount determined by methodology at Category</li> </ul>	<ul style="list-style-type: none"> <li>Non for profit</li> <li>Community benefit</li> <li>Generates significant revenue or has large external funding sources</li> <li>Employees staff</li> </ul>

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	A + Waste Rate charge if Council bins are applied for and granted.	
<b>Category 3: Small Not for Profit Community Groups and Organisations</b> <i>Example: Community, Arts and Cultural Clubs or Groups</i>	<ul style="list-style-type: none"> <li>Set rate per square metre occupied determined by independent valuer less discount determined by methodology at Category A + Waste Rate charge if Council bins are applied for and granted.</li> <li>Utilities including Grease Trap maintenance if applicable</li> <li>Licence/lease preparation fee</li> <li>Maintenance costs under tenant responsibility in Schedule 1</li> <li>Improvements</li> </ul>	<ul style="list-style-type: none"> <li>Non for profit</li> <li>Community benefit</li> <li>Generates no, negligible, or low revenue</li> <li>Has no or very few paid staff</li> </ul>
<b>Category 4: Sporting Clubs and Recreation Group Licences</b> <i>Example: Sport Clubs with or without separate seasonal tenancies, recreational groups</i>	<ul style="list-style-type: none"> <li>Set rate per square metre occupied determined by independent valuer less discount determined by methodology at Category B + Waste Rate charge if Council bins are applied for and granted.</li> <li>Utilities including Grease Trap maintenance if applicable</li> <li>Licence/lease preparation fee</li> <li>Maintenance costs under tenant responsibility in Schedule 1</li> <li>Improvements</li> </ul>	<ul style="list-style-type: none"> <li>Non for profit</li> <li>Community benefit</li> <li>Local Sport or Recreation Club</li> </ul>

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<b>Category 5: Warrnambool Stadium Resident Sports Associations</b>	<ul style="list-style-type: none"> <li>Licence fee calculated every 6 or 12 months from projected court hire.</li> <li>Fee calculated using the resident sports associations domestic competitions and training rate per court/per hour within fee schedule for the applicable financial year.</li> </ul>	<ul style="list-style-type: none"> <li>Local sports association based at Council Managed facility for the purposes of conducting their sports activity.</li> <li>Local sports association that is affiliated with State or National body.</li> <li>Non for profit</li> <li>Community benefit</li> </ul>
<b>Category 6: Occupancy Agreements</b>  <i>Example: Temporary Office Use, Seasonal access and use of sports grounds</i>	<ul style="list-style-type: none"> <li>Fees and Charges according to Council's annual fees and charges Schedule.</li> <li>Licence preparation fee</li> <li>Waste Rate charge if Council bins are applied for and granted</li> <li>Maintenance costs under tenant responsibility in Schedule 1</li> <li>Utilities</li> </ul>	<ul style="list-style-type: none"> <li>Agreements for less than 12 months</li> </ul>
<b>Category 7: Shared User Agreement</b>  <i>Example: Shared building with 1 or more other entities</i>	<ul style="list-style-type: none"> <li>Rent charged at a % of space used. Discount will be applied using licensing method and Group Categories</li> <li>Licence Preparation fee</li> <li>Waste Rate charge if Council bins are applied for and granted</li> <li>Maintenance costs under tenant responsibility in Schedule 1</li> <li>Utility use charged at % of space used including Grease Trap maintenance if applicable</li> </ul>	<ul style="list-style-type: none"> <li>Licence agreement providing non-exclusive use of a space where it is shared with other licensees</li> </ul>
<b>Category 8: Committee of Management</b>	<ul style="list-style-type: none"> <li>Nil Rent</li> <li>All Costs associated with operating and management of the premises</li> </ul>	<ul style="list-style-type: none"> <li>Meet Councils guidelines of being CoM</li> <li>3 year agreements</li> </ul>

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### 2.7 Rental Discount

#### Category A: Not for Profit Community Groups and Organisation

Community Category	Assessment	Discount
Category A1: Property/Building agreement type	Is the tenant's nature of use commercial and/or is a primary aim of the use to generate income?	Yes: 0% No: 20%
Category A2: Volunteers	Does the tenant's use directly involve the engagement of volunteers from the Warrnambool City Council municipal community?	Yes: 20% No: 0%
Category A3: Fees, charges, and funding	Does the tenant charge fees and/or receive external funding?	Yes: 0% No: 20%
Category A4: Community Use	Is the tenant providing a community service accessible to the Warrnambool City Council municipal community?	Yes: 20% No: 0%
Category A5: Capital Improvements	Has the tenant provided, or contributed significantly to, major capital improvements of the site?	Yes: 20% No: 0%
Rental Amount* = Market Valuation-A1-A2-A3-A4-A5		

\*A minimum administration rent of \$474 plus GST (2025 rate) will be applied with 3% fixed increase per annum

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### Category B: Sporting Clubs and Recreation Groups

Community Category	Description	Discount
Category B1	Tenants who; <ul style="list-style-type: none"> <li>Have a full or restricted liquor licence and a semi-commercial kitchen and provide catering and,</li> <li>Hires out premises for functions and social events.</li> </ul>	<ul style="list-style-type: none"> <li>25%</li> </ul>
Category B2	Tenants who; <ul style="list-style-type: none"> <li>Have a full or restricted liquor licence and a semi-commercial kitchen and provide catering and,</li> <li>Do NOT hire premises for functions and social events.</li> </ul>	<ul style="list-style-type: none"> <li>50%</li> </ul>
Category B3	Tenants who; <ul style="list-style-type: none"> <li>Only conduct club activities for members and guests.</li> </ul>	<ul style="list-style-type: none"> <li>75%</li> </ul>

Rental Amount\* = Fixed m2 rate\*area occupied-(B1, B2, or B3 as applicable)

*\*A minimum administration rent of \$474 plus GST (2025 rate) will be applied with 3% fixed increase per annum*

### 2.8 Maintenance Obligations

All maintenance obligations are set out in Schedule 1 attached to this policy. Where applicable the tenant will be required to sign a Wannon Water trade waste agreement and authority to send accounts to Nominee form.

All repairs, replacement works, and pest control, must be undertaken by an appropriately licensed professional who carries a current Workcover Policy (or equivalent) and public liability, contract works and professional indemnity insurances.

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### Requests for Maintenance or Repairs

Requests for maintenance or repairs are to be emailed providing as much information as possible, including photographs, location and description of the issue. If a maintenance matter constitutes an emergency, then contact can be made to Council immediately on (03) 5559 4800, an after-hours emergency service is available.

Email: [propertymanagement@warrnambool.vic.gov.au](mailto:propertymanagement@warrnambool.vic.gov.au)

### Essential services

The tenant will monitor and ensure that the premises complies with current regulations and legislation in connection with essential services.

### Maintenance not specified

Responsibility for the cost and undertaking of any maintenance that has not been specified in Schedule 1 will be determined by Council.

## 2.9 Improvements

All requests to undertake any changes to the premises including works, modifications, or alterations, must be submitted in writing and receive prior approval from Council before commencement. Tenants are also required to provide Council with a complete list of all fixtures and fittings installed during the tenancy. If no such list is submitted, any undocumented fixtures and fittings will be considered as having transferred to Council upon the termination of the agreement.

## 3. LEASE

A lease is a contract by which the landlord grants exclusive use and possession of land to an occupant (lessee), in consideration for payment (rent) for a specified term and purpose.

The term for leases will reflect the level of exclusivity required by the prospective tenant in combination with investment. Lease tenures will be offered in five (5) year initial terms and five (5) year incremental options unless Council decides to alter these terms on an individual basis.

### Renewal and End of Lease Arrangements

To ensure that lease agreements are duly executed by both Council and the lessee on or before their effective date, and that copies are properly retained by Council, the renewal process should begin well in advance. Specifically, renewal discussions should commence between three to six months prior to the lease's expiration to secure optimal outcomes for Council.

### End of Lease (No Renewal Option) and Expression of Interest

Where a lease does not include a renewal option and is approaching the end of its term, the property will generally be advertised through an Expression of Interest (EOI) process, regardless of the current tenant's interest in remaining. Depending on the nature of the agreement and the property ownership, Council may exercise its discretion to enter into direct negotiations with the existing tenant if the property is Council owned.

### Lease Renewal (With Option to Renew)

Where a lease contains a renewal option, it must be exercised strictly in accordance with the lease terms and applicable legislation. Generally, to validly exercise the renewal option:

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- The tenant must not be in breach of any lease conditions.
- Written notice must be provided to Council within the specified timeframe, typically three to six months prior to lease expiry. Notices given outside this window may be deemed invalid.
- Upon successful renewal, the lease terms generally remain consistent, with rent subject to adjustment.

Council may prepare a Tenancy Condition Report at the commencement of each renewed tenancy.

### 4. LICENCE

The Council's default position is to grant licences for a maximum term of three (3) years. However, in cases where significant investment in a new structure or substantial maintenance is necessary to restore an existing structure to a standard satisfactory to Council, licence terms may be extended. Such extensions will be considered on a case by case basis and assessed upon application.

### 5. OCCUPANCY AGREEMENT

An Occupancy Agreement permits temporary use of Council owned or managed land or property for a period of less than one year. These arrangements are generally charged at casual hire rates in accordance with Council's current Fees and Charges Schedule. Occupancy Agreements do not grant exclusive possession and are intended solely for short term, casual activities such as community events, seasonal operations, or other intermittent uses.

Council retains full discretion to impose specific conditions on the agreement and reserves the right to negotiate rent, amend, or terminate the arrangement at any time. Applicants should be aware that approval under an Occupancy Agreement does not create a leasehold interest or imply continued use beyond the agreed term.

### 6. SHARED USER AGREEMENT

A Shared User Agreement enables multiple individuals, groups, or organisations to collectively access and use Council owned or managed land or facilities on a non-exclusive basis. This arrangement allows for coordinated, cooperative use of the property while promoting equitable access and efficient scheduling among all approved parties.

Shared users are expected to work collaboratively to respect usage times, comply with any applicable conditions, and maintain the space in accordance with Council standards. Warrnambool City Council may establish specific terms regarding frequency of use, shared responsibilities (e.g. cleaning, maintenance), communication protocols, and conflict resolution procedures. All shared users are subject to the conditions outlined in the agreement and the Council reserves the right to amend or withdraw approval if obligations are not met.

### 7. COMMITTEE OF MANAGEMENT

A Committee of Management oversees the day to day operations, maintenance, and use of Council owned or managed facilities or land. They act on behalf of the Council to ensure the property is well managed, maintained, and used in accordance with Council policies and community needs.

### 8. RESIDENTIAL LEASES

All Residential Leases are generally managed through a third party. On the occasion Council enters into a Residential lease independently, it is at the discretion of Council to set the terms and conditions of the

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agreement.

### 9. GOVERNANCE

#### 9.1. Owner

Manager Governance

#### 9.2. Review

The Manager Governance will review the policy for any necessary amendments no later than 3 years after its formulation or after the last review.

#### 9.3. Human Rights Charter Compliance

It is considered that this policy does not impact negatively on any rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

### 10. APPENDICES

SCHEDULE 1 – Maintenance

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## SCHEDULE 1 - Maintenance

ITEM	TENANT RESPONSIBILITY	COUNCIL RESPONSIBILITY
<b>ADVERTISING SIGNS</b>	<ul style="list-style-type: none"> <li>Application to Council for installation approval.</li> <li>Purchase, installation and maintenance costs.</li> <li>Annual risk assessment to be undertaken.</li> <li>Repair of signs as required.</li> </ul>	<ul style="list-style-type: none"> <li>Assessment and approval of all requests submitted.</li> <li>No further responsibility.</li> </ul>
<b>APPLIANCES – PERMANENT</b> (Direct wired to main switchboard, e.g. dishwashers, ovens, stoves, coolrooms, split systems).	<ul style="list-style-type: none"> <li>Cleaning.</li> <li>Report to Council if not operational.</li> <li>Ensure appliances are switched off prior to vacating premises.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources and within program resources.</li> <li>Additional appliances installed during the agreement period.</li> <li>Testing and Tagging in accordance with AS 3760.</li> </ul>
<b>APPLIANCES – TEMPORARY</b> (Not direct wired to main switchboard, e.g. refrigerator, washing machine, clothes dryer, freezer, toasters, urns, microwaves (not supplied by Council)).	<ul style="list-style-type: none"> <li>Service and maintenance costs.</li> <li>Replacement costs.</li> <li>Testing and Tagging in accordance with AS 3760 of Tenant supplied equipment.</li> <li>Ensure appliances are switched off prior to vacating premises.</li> </ul>	<ul style="list-style-type: none"> <li>Testing and Tagging in accordance with AS 3760 of ONLY Council supplied equipment.</li> </ul>
<b>AUDITS</b>		<ul style="list-style-type: none"> <li>Organise building/site related audits as required according to Council policy.</li> <li>Conduct mandatory asbestos audits in accordance with the Occupational Health &amp; Safety Act 2004 and provide information on the location of asbestos as required.</li> </ul>
<b>BREAK IN / ROBBERY</b>	<ul style="list-style-type: none"> <li>Reporting to Police and Council.</li> <li>Cost for repairs/replacement of Tenant owned fixtures.</li> </ul>	<ul style="list-style-type: none"> <li>Assess and repair damage to building.</li> <li>Insurance claims will be processed by Council as required.</li> </ul>
<b>BUILDING MAINTENANCE</b> (Internal and external)	<ul style="list-style-type: none"> <li>Not to undertake any work unless prior written approval by Council.</li> <li>Notify Council of any damage requiring rectification.</li> </ul>	<ul style="list-style-type: none"> <li>Assess all requests submitted.</li> <li>Ensure satisfactory completion of approved works.</li> <li>Undertake works required to ensure the Premises meet appropriate standards or regulations.</li> </ul>
<b>BLINDS AND SCREENS</b>	<ul style="list-style-type: none"> <li>Regular cleaning.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake structural repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>CAR PARKS / ENTRANCE ROADS</b>	<ul style="list-style-type: none"> <li>No responsibility.</li> <li>Report all issues to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue and in accordance with service level agreements as per in the Road Management Plan.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>CLEANING / HYGIENE</b>	<ul style="list-style-type: none"> <li>All costs of cleaning the Premises to ensure it is maintained in a clean and hygienic state.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake periodic inspections to ensure that standards are maintained by the Tenant.</li> </ul>
<b>CONTRACTORS</b> (Management onsite)	<ul style="list-style-type: none"> <li>Any works to be approved in writing by Council prior.</li> <li>Contractors must be pre-approved by Council to work on a Council facility.</li> </ul>	<ul style="list-style-type: none"> <li>Management of contractors as per Council's Procurement and Evaluation of Contractors procedure.</li> </ul>
<b>CURTAINS &amp; BLINDS</b>	<ul style="list-style-type: none"> <li>Regular cleaning, repair and replacement.</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility.</li> </ul>
<b>DEFIBRILLATOR (AED)</b>	<ul style="list-style-type: none"> <li>Determine the need for an AED</li> <li>Notify Council if a defibrillator will be purchased.</li> <li><u>Installation to be arranged by Council</u>; cost for installation to be covered by the Tenant.</li> <li>Consider where the unit could be installed that is accessible to all users, and where possible the general public.</li> <li>Register the defibrillator on Ambulance Victoria's 'Register my AED' (<a href="https://registermyaed.ambulance.vic.gov.au/">https://registermyaed.ambulance.vic.gov.au/</a>)</li> <li>Undertake all restocking and maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for arranging installation.</li> <li>No responsibility for purchase, restocking or maintenance.</li> </ul>

<b>DOORS, CUPBOARDS, GENERAL JOINERY</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>ELECTRICAL WIRING AND FITTINGS (EXCL FLOOD LIGHTS)</b>	<ul style="list-style-type: none"> <li>Replace internal light globes.</li> <li>Report all faults or damage to fittings and external light globes to Council.</li> <li>Purchase and installation of energy saving devices must be in consultation with Council.</li> </ul>	<ul style="list-style-type: none"> <li>Clean, maintain, inspect, service, repair and replace electrical fittings.</li> <li>Replace external light globes.</li> <li>Testing and Tagging in accordance with AS 3760.</li> </ul>
<b>EMERGENCY EVACUATION PROCEDURE</b>	<ul style="list-style-type: none"> <li>Provide procedure to Council for review</li> <li>Maintain Procedure</li> <li>Ensure plans and procedures are known to all Tenants.</li> </ul>	<ul style="list-style-type: none"> <li>Not Councils responsibility</li> </ul>
<b>EMERGENCY LIGHTING</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake inspections (Essential Safety Measures Regulations).</li> <li>All maintenance and repair as required.</li> </ul>
<b>ESSENTIAL SERVICES</b>	<ul style="list-style-type: none"> <li>Induction of facility users.</li> <li>Compliance with building code and Certificate of Occupancy (varies depending on structure).</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>EXHAUST FANS</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> <li>Quarterly cleaning of exhaust fans</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for annual servicing.</li> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>EXIT DOORS</b>	<ul style="list-style-type: none"> <li>Maintain a clear path of travel.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake inspections (Essential Safety Measures Regulations).</li> </ul>
<b>EXIT LIGHTS</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake inspections (Essential Safety Measures Regulations).</li> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>EXTERNAL PATHS</b>	<ul style="list-style-type: none"> <li>Responsible for notifying Council of any trip hazards on the pathways.</li> </ul>	<ul style="list-style-type: none"> <li>Council will NOT address path issues if deemed trip hazards outside of egress and ingress (Paths of Travel).</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>FENCES/GATES</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>FIRE EQUIPMENT</b> (Including extinguishers, hose reels, hydrants and fire blankets)	<ul style="list-style-type: none"> <li>Maintain kitchen range hood filters in a clean condition as required for food handling and fire prevention.</li> <li>Report defects or loss.</li> <li>Refill or replace equipment if inappropriately damaged, discharged or stolen.</li> </ul>	<ul style="list-style-type: none"> <li>Additional units if assessed by Council as required.</li> <li>Replacement on expiry date.</li> <li>Service inspection and maintenance charge.</li> <li>Undertake inspections (Essential Safety Measures Regulations).</li> </ul>
<b>FLOOR SURFACES AND COVERINGS</b>	<ul style="list-style-type: none"> <li>All necessary cleaning.</li> <li>Keep all floors and insert mats in good and safe condition.</li> <li>Gain approval from Council prior to any change.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Renew recessed mats when existing ones become worn or unsafe.</li> <li>Repair/renew or resurface/reseal flooring as per the Asset Management Plan.</li> </ul>
<b>FLYSCREENS</b>	<ul style="list-style-type: none"> <li>No responsibility.</li> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Install fly screens if required under regulation.</li> <li>All maintenance and repair as required.</li> </ul>
<b>FOOD HANDLING</b>	<ul style="list-style-type: none"> <li>Responsible for ensuring that safe food handling practices are undertaken in the kitchen.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake periodic inspections to ensure that standards are maintained by the Tenant.</li> </ul>

<b>FOOTPATHS</b>	<ul style="list-style-type: none"> <li>No responsibility.</li> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue and in accordance with service level agreements as per in the Road Management Plan.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>GARBAGE COLLECTION</b>	<ul style="list-style-type: none"> <li>Removal of all Tenant garbage including excess waste from events and functions.</li> <li>Costs associated with additional garbage removal.</li> <li>Public bins are not to be utilised for Tenant garbage.</li> </ul>	<ul style="list-style-type: none"> <li>Provide public rubbish and recycling stations, as per Council standard and empty according to Council service levels.</li> <li>No responsibility for Tenant garbage.</li> </ul>
<b>GLASS / MIRRORS - INTERNAL</b>	<ul style="list-style-type: none"> <li>Report all damage to the Council.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Council will coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>GRAFFITI &amp; VANDALISM</b>	<ul style="list-style-type: none"> <li>Cost of removal of all internal graffiti as well as costs for repair due to internal vandalism.</li> <li>Significant vandalism or offensive graffiti is to be rectified/removed within 24 hours.</li> <li>Notifying Council of external building and asset graffiti.</li> </ul>	<ul style="list-style-type: none"> <li>Removal of external building and asset graffiti and repairs due to external vandalism.</li> </ul>
<b>GREASE TRAPS</b>	<ul style="list-style-type: none"> <li>Compliance with Wannon Water Waste permit requirements, including but not limited to professional cleaning of grease trap</li> <li>Completion of Wannon Water Authority to Nominate Accounts for tenant's invoices to be directly billed</li> <li>New and altered Grease Trap installations are the responsibility of the tenant, and any costs associated with it</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility.</li> <li>Undertake periodic inspections to ensure compliance by the Tenant.</li> </ul>
<b>GREY WATER / SEWAGE</b>	<ul style="list-style-type: none"> <li>No responsibility.</li> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility.</li> </ul>
<b>HEATING AND COOLING</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> <li>Cost of installation of additional heating and cooling subject to approval from Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility.</li> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> <li>Consider requests for additional heating and cooling from the Tenant.</li> </ul>
<b>HOT WATER</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility.</li> </ul>
<b>INSURANCE – CONTENTS, BUILDING AND PUBLIC LIABILITY</b>	<ul style="list-style-type: none"> <li>Contents insurance and public liability insurance associated with the programs and activities conducted on the premises.</li> </ul>	<ul style="list-style-type: none"> <li>The purchase of insurance products for Council owned or managed buildings, permanent fixtures and contents owned by Council.</li> </ul>
<b>KEYS, CODES AND LOCKS</b>	<ul style="list-style-type: none"> <li>Site specific input.</li> <li>Cost of replacement of lost or damaged keys.</li> <li>At the discretion of the Council, costs of re-keying of Premises in the event of loss of keys by Tenant.</li> <li>Replacement of lock/additional locks if required for security.</li> <li>Additional keys supplied by Council at users cost.</li> <li>Report to Council if not operational.</li> <li>Maintain a key register for those who have access to the building (key holders, those with access codes, swipes, fobs, etc.) and notify Council of loss of keys, swipes, etc.</li> <li>Tenant to Provide Security Code for Building access to Council</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> <li>This includes all doors and fittings including closers and realignment of internal doors.</li> <li>Ensure locks are on Councils key system.</li> <li>Update of Council Keys System</li> </ul>
<b>LITTER</b>	<ul style="list-style-type: none"> <li>Remove litter from within the boundaries of the Licensed Area, and any litter that has blown into surrounds.</li> <li>Cover costs to Council to remove excessive amounts of litter created by members, visiting teams or guests.</li> </ul>	<ul style="list-style-type: none"> <li>Remove litter from the surrounds of the Licensed Area.</li> </ul>
<b>NATURE STRIPS</b>	<ul style="list-style-type: none"> <li>Maintain nature strip.</li> <li>Report major faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility.</li> </ul>
<b>NON FIXED EQUIPMENT – PURCHASE AND</b>	<ul style="list-style-type: none"> <li>Responsibility of Tenant, in accordance with necessary standards/regulations.</li> </ul>	<ul style="list-style-type: none"> <li>No Responsibility.</li> </ul>

<b>REPLACEMENT</b> (Building chattels)	<ul style="list-style-type: none"> <li>Inventory to be completed annually at the commencement of each calendar year.</li> <li>All costs associated with the purchase of new equipment.</li> <li>Testing and Tagging in accordance with AS 3760.</li> </ul>	
<b>NOTICEBOARDS</b>	<ul style="list-style-type: none"> <li>Provide and maintain units.</li> <li>Locate units in locations as approved by Council.</li> </ul>	<ul style="list-style-type: none"> <li>No Responsibility.</li> </ul>
<b>PAINT (venues for art groups)</b>	<ul style="list-style-type: none"> <li>Install and maintain in vicinity a paint trap for paint disposal</li> <li>Full responsibility for mobile paint disposal or removal from the vicinity</li> </ul>	<ul style="list-style-type: none"> <li>No Responsibility</li> </ul>
<b>PAINTING – INTERNAL AND EXTERNAL</b>	<ul style="list-style-type: none"> <li>Keep clean and in good condition.</li> <li>Costs to re-paint internally if as a result of damage due to misuse.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>PEST CONTROL</b>	<ul style="list-style-type: none"> <li>Full responsibility to keep licensed premises free of rodents, pests and vermin.</li> <li>Costs associated with pest exterminators as required.</li> </ul>	<ul style="list-style-type: none"> <li>No Responsibility.</li> </ul>
<b>PLUMBING</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> <li>Responsible for the costs associated with clearing blockages to sewerage system and repair/replace fittings due to misuse.</li> <li>Responsible for the costs to repair/replace the taps, cisterns, toilet pans and seals due to damage caused by misuse.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>ROOFING AND GUTTERS</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Annual gutter cleaning program.</li> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>SANITARY DISPOSAL UNITS</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Arranging and servicing sanitary disposal units.</li> </ul>
<b>SECURITY / CCTV / ALARM SYSTEM</b> (See also KEYS AND LOCKS)	<p><b>Daily Security:</b></p> <ul style="list-style-type: none"> <li>Securing of premises including locking doors and windows before leaving.</li> </ul> <p><b>Security Alarm System:</b></p> <ul style="list-style-type: none"> <li>Seek approval in writing from Council prior to installation.</li> <li>Meet system and operating costs and manage usage.</li> <li>Any calls out and service costs i.e. false alarms, misuse.</li> <li>Provide Council with a contact person for call outs.</li> </ul>	<p><b>Daily Security:</b></p> <ul style="list-style-type: none"> <li>No Responsibility.</li> </ul> <p><b>Security Alarm System</b> (Council owned and installed):</p> <ul style="list-style-type: none"> <li>Install or replace systems.</li> <li>Hold security system details and meet system and operating costs (if Council approved and installed).</li> </ul>
<b>SEPTIC TANKS</b>	<ul style="list-style-type: none"> <li>No responsibility.</li> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility.</li> </ul>
<b>SERVICES – POWER, WATER, GAS, TELEPHONE ETC</b>	<ul style="list-style-type: none"> <li>All utility charges metered including but not restricted to water, gas, telephone, sewerage, electricity.</li> <li>In the case of shared facilities, Tenants must abide by their responsibilities and proportional costs</li> <li>Upgrades to utilities required for tenants use of the premises is the responsibility of the tenant</li> </ul>	<ul style="list-style-type: none"> <li>Approving upgrades or new connections.</li> </ul>
<b>SHADE STRUCTURES</b>	<ul style="list-style-type: none"> <li>Report all Council installed Shade Structure faults to Council.</li> <li>Tenant installed structures remain the responsibility of the tenant to maintain repair and renew</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>SHEDS</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> <li>Any new installation requires approval by Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility (if approved by Council).</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>

<b>SIGNAGE – INFORMATION / INSTRUCTIONAL / COMPLIANCE</b>	<ul style="list-style-type: none"> <li>Report faults for all other signage to Council.</li> <li>Any new installations must be approved through Council</li> </ul>	<ul style="list-style-type: none"> <li>No responsibility for tenant installed signs.</li> <li>Council's signs, full responsibility</li> </ul>
<b>SKYLIGHTS</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility.</li> </ul>
<b>SMOKE DETECTORS</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> <li>Change batteries 12 monthly for portable units.</li> </ul>	<ul style="list-style-type: none"> <li>Service inspection and maintenance.</li> <li>Undertake annual inspections (Essential Safety Measures Regulations).</li> </ul>
<b>SOLAR PANELS</b>	<ul style="list-style-type: none"> <li>No responsibility.</li> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility.</li> </ul>
<b>STORM WATER</b>	<ul style="list-style-type: none"> <li>No responsibility.</li> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>STRUCTURAL</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>TELECOMMUNICATIONS SYSTEMS</b> (E.g. fax, photocopier, telephones, printers, computers and modems)	<ul style="list-style-type: none"> <li>Service, operational and maintenance outgoings.</li> <li>Replacement costs.</li> <li>Any new installation requires approval by Council</li> </ul>	<ul style="list-style-type: none"> <li>Consider requests case by case.</li> </ul>
<b>TOILETS – PUBLIC</b> (Not Facility Toilets)	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Cleaning to an approved schedule.</li> <li>Maintenance and repairs as required.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>TOILETS – RESERVE ONLY USE / INTERNAL</b>	<ul style="list-style-type: none"> <li>Cleaning and stocking of consumables.</li> <li>Cost for repair, replacement due to misuse</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>TREES</b>	<ul style="list-style-type: none"> <li>Report issues relating to existing trees.</li> </ul>	<ul style="list-style-type: none"> <li>Regular tree inspections and maintenance as per Council's Tree Risk Management Plan.</li> </ul>
<b>WALL FINISHES AND CEILING LININGS</b>	<ul style="list-style-type: none"> <li>Report faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake repairs and maintenance based on an assessment of an identified issue.</li> <li>Coordinate renewal as per the Asset Management Plan and within program resources.</li> </ul>
<b>WATER TANKS</b>	<ul style="list-style-type: none"> <li>Report all faults to Council.</li> <li>Purchase and installation of water tanks and water saving devices must be in consultation with Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility</li> </ul>
<b>WEED CONTROL</b>	<ul style="list-style-type: none"> <li>No responsibility.</li> <li>Report all faults to Council.</li> </ul>	<ul style="list-style-type: none"> <li>Full responsibility.</li> </ul>
<b>WINDOWS</b>	<ul style="list-style-type: none"> <li>Cleaning on a periodic basis.</li> <li>Report faults to council.</li> <li>Responsible for breakage due to misuse</li> <li>If keys are lost to lockable windows the Club is required to fund replacement keys or total replacement of locks if deemed necessary by Council.</li> </ul>	<ul style="list-style-type: none"> <li>Replacement due to breakage as result of vandalism.</li> </ul>