

Moira Shire Council

Lease and Licence Policy

Policy type	Council
Version Number	01
Responsible Director	Infrastructure Services
Responsible Officer	Manager Property and Assets
Date adopted by Council	xxxx
Scheduled for review	This policy will be reviewed four years from the date of adoption, or sooner if required.

It is recognised that, from time to time, circumstances may change leading to the need for minor administrative changes to this document. Administrative changes do not materially alter the document (such as spelling/typographical errors, change to the name of a Council department, a change to the name of a Federal or State Government department). Administrative updates can be made in accordance with the Policy Framework Guidelines.

1. INTRODUCTION

Council owns and manages land and buildings on behalf of its community and seeks to use these important assets to deliver valuable services that will enhance the health and wellbeing of the Moira Shire community.

The use of Council's Property Assets by external organisations (be it community or private) requires appropriate land occupancy agreements to protect each party's interests and provide guidance on roles and responsibilities.

This Leasing and Licensing Policy (Policy) will provide the guiding principles that will assist in the effective management and use of Council's managed property to maximise the benefit to the community.

2. PURPOSE

The purpose of this Policy is to establish a clear and consistent framework for the leasing and licensing of Council owned or managed properties within the Shire, including Crown Land assets for which Council is the Committee of Management. The policy aims to ensure transparency, accountability and equitable access to land and buildings, while promoting the responsible use of public assets in a manner that aligns with Council objectives.

The Policy has been developed to meet the following principles and objectives:

- **Custodianship**
To ensure that Council managed properties receive adequate maintenance, development, and occupancy, with due consideration given to the interests of local communities and the preservation of assets.
- **Community Benefit**
Ensure that Council-managed properties are used to address community needs either through direct use, shared utilisation or hire arrangements and align with the Council Plan.
- **Consistency**
Establish guiding principles for the consistent approach to leasing and licensing of Council facilities to accommodate the varied and evolving needs of the community.
- **Equity**
Establish a framework that ensures fair, inclusive, transparent, and equitable leasing and licensing of Council-managed properties to organisations, businesses, agencies, and community groups. This framework should prioritise and embody the Council's dedication to gender equality, social equity, and overall well-being.
- **Financial**
Ensure that Council-managed properties are administered with sound financial management and effective administration in accordance with this Policy.

3. SCOPE

This Policy applies to all public land and facilities owned or managed by Council. It encompasses all leasing, licensing and land management arrangements, including but not limited to commercial and community leases/licences.

It also applies in circumstances where Council is the Lessee, Licensee or land manager on behalf of other organisations.

This Policy applies to all new agreements and to variations of existing agreements.

This policy does not extend to:

- Casual hire agreements;
- Premises that are exclusively occupied by Council employees to operate and deliver Council services;
- Permits issued in accordance with Council's Footpath Trading Guidelines.

4. DEFINITIONS

Term	Definition
Committee of Management	Means a committee appointed by the State Government in accordance with the <i>Crown Land (Reserves) Act 1978</i> to manage Crown Land. May also be referred to as the Crown Land Administrator.
Community Benefit	Social and Wellbeing benefits that the community of Moira Shire will receive by providing land and buildings to a non-Council entity.
Council	Moira Shire Council
Council Managed Property	Land under the jurisdiction of Council, encompassing both properties owned, managed or leased by the Council and Crown land where the Council is the Committee of Management.
CPI	Consumer Price Index - All Groups Melbourne index
Crown Land	Lands designated and/or managed under the <i>Crown Land (Reserves) Act 1978</i> .
DEECA	Department of Energy, Environment and Climate Action.
ELT	Executive Leadership Team for the Moira Shire Council
Lease	An agreement where the asset owner grants the Lessee/Licensee the right to exclusive use of the asset (land only or land & buildings) for a specified use and period.
Lessee	Means the occupier of a property subject to a lease.
LGA	<i>Local Government Act 2020</i> or as amended.
License	Is an agreement where the asset owner grants the non-exclusive use of a property.
Licensee	Means the occupier of a property subject to a license.
Maintenance	The act of keeping property or equipment in good condition.
Not for Profit Organisation	As defined in section 126(1) of <i>Local Government Act 2020</i> : Means a body that – a) Operates exclusively for charitable, civil or other social purposes; and b) Does not share or allocate the funds or profits of the body or organisation with the owners, shareholders or executives of the body or organisation. This is deemed to include, but is not limited to, sporting clubs, arts societies, and special interest groups. Registered as an Incorporated Association in accordance with the <i>Associations Incorporation Reform Act 2012</i> , or Registered with the Australian Securities and Investments Commission (ASIC) as a registrable Australian body under the <i>Corporations Act 2001</i> . Also referred to as Community Groups.
Occupancy Agreement	The agreement providing rights granted for occupancy of a property, this includes a Lease or Licence agreement.

Outgoings	Any expenses directly assessed or attributable to the operation, management, maintenance, or repair of the property, including but not limited to Council rates, taxes, other levies (eg. Emergency Services and Volunteers Fund (ESVF), utility services (gas, electricity, water, telephony, Wi Fi network etc.), Waste (Bin) and Water Allocation charges.
Peppercorn Rent	Nominal or very low rent applicable to a lease or licence agreement to validate a contract. Current peppercorn value is \$1.00 per annum excluding GST payable upon demand. The Peppercorn Rent can change in accordance with the annual Council budget Fees and Charges.
Premises	Council owned land/building(s)/facility as defined within the Occupancy Agreement
Property	The land and/or buildings to be leased or licensed.
Market Rent	The rent that a property would command in the open market, based on factors such as location, size, condition, and demand.
Subsidised Rent	Below market rent that provides a financial subsidy to the Lessee/Licensee. Current subsidised rent value is \$500.00 per annum excluding GST. The Subsidised Rent can change in accordance with the annual Council budget Fees and Charges.
Lessee/Licensee	The occupier of a facility under a Lease or Licence.
Term	The period from the commencement of the lease to its expiry, including any further terms.

5. LEASE AND LICENCE POLICY INTENT

Council recognises the significant contribution community groups and not-for-profit organisations provide to the community in the achievement of Council objectives. Where a Council property is not required for municipal purposes, community groups, not-for-profit organisations and in some cases commercial organisations may be eligible to occupy these properties through a lease or licence.

All leasing and licensing by Council will aim to meet the principles of good governance as set out in this Policy and to meet legislative requirements.

Council will:

- Ensure transparency and fairness in the process of granting new leases or licenses, as well as renewals, by establishing clear assessment criteria.
- Fulfill community service requirements by making unutilised Council property available to not-for-profit organisations or community groups.
- Ensure efficient and sustainable management of assets by maximising community utilisation.
- Offer properties for commercial or private use, aiming for activation or financial benefit.
- Establish fair and reasonable rental rates for Lessee/Licensee's is based on predefined eligibility criteria and calculation methods.

- Foster a collaborative approach between the Council and tenants in managing and maintaining Council-owned facilities, with shared responsibility for associated costs.
- Hold tenants accountable for fulfilling operational duties related to venue management and achieving agreed-upon objectives.
- Implement sound financial practices and efficient administrative procedures for leasing and licensing community facilities.
- Maintain Council-owned facilities appropriately to preserve them as valuable assets.

6. RESPONSIBILITIES

The below table lists the responsibilities for the different areas of Council in the management of leases and licences.

Council	• In accordance with Section 115 of the LGA, Consider and determine leases which: • have a current market rental of \$100,000 or more (and are for a term of 1 year or more); or • have a term of 10 years or more;
Chief Executive Officer	• Secure access to properties necessary for Municipal service delivery. • Ensure all occupancy agreements align with the Council's dedication to gender equality, social equity, and inclusion. • Decision making to approve and finalise new leases or licences. • Provide landowner consent for planning applications upon Council managed land.
Director Infrastructure Services	• In accordance with the Schedule of Delegations, consider and determine leases which: • have a current market rental under \$100,000 and are for a term of less than 10 years. • Consider which complex property matters require ELT reports. • Assess requests for landowner consent for planning applications upon Council managed land and provide recommendations for the CEO. • Applications by user groups for external grant funding – review of applications and management of consent processes in accordance with financial delegations and Council policy.
Manager Property & Assets	• Develop reports as required to inform ELT and Council of proposed lease and licence agreements. • Develop and manage this Policy. • Gather information about organisations to help assess their eligibility for entering into an agreement with Council. • Discuss terms with tenants in accordance with Council's policy.

	- Engage with relevant stakeholders to ensure that policy, compliance and legal requirements are fulfilled. - Review compliance with lease and license obligations on an annual basis, ensuring that security deposits held are accurate. - Address any issues or non-compliance that may occur with guidance and approval from the Property Management Officer. - Assess any breaches and issues that arise and recommend a course of action to be implemented with guidance and approval from the Property Management Officer. Day to day management of occupancy agreements, including overseeing tenants in overholding and ensuring they are informed of any ongoing lease obligations during the overholding period. - Oversee the reporting requirements from the tenant to ensure that maximum community benefit and site optimisation are achieved.
Property Management Department	- Assist with determining eligibility to enter into an occupancy agreement with Council and determine the terms in which a lease or license should be entered. - Regularly review expiry dates and alert department managers that an agreement is approaching overholding or end of agreement. - Manage the process for review and renewal of agreements. - Review final decisions regarding breaches or issues. - Develop lease and licence templates for Council owned land with consistent conditions. - Maintain a compliance checklist to assist managers with daily management of occupancy agreements. - Attend meetings to support managers. - Maintain records and a lease register. - Apply for approval from DEECA if Council is considering entering an occupancy agreement under the <i>Crown Land (Reserves) Act 1978</i>. - Manage the collection or refund of security deposits for ingoing and outgoing tenants. - Manage requests for landowner consent from Lessees or Licensees on current agreements. - Complete the agreement signing process and handover of information to all affected internal Council departments. - Seek current insurance certificates annually from users.
Finance Department	- Manage charging and collection of rent, fees and other charges associated with agreements. - Manage monthly debtor reports.

	• Maintain a schedule of security deposits.
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6.1 Delegations

Local Government Act 2020

The *Local Government Act 2020* provides a framework for the establishment and operation of councils.

The LGA provides Council with the authority to delegate its powers, duties and functions, other than for stipulated exceptions.

Section 115 of the LGA applies to the Lease of land.

S 115 – Lease of Land

- (1) A Council's power to lease any land to any person is limited to leases for a term of 50 years or less.
- (2) Subject to any other Act, and except where section 116 applies, if a Council leases any land to any person subject to any exceptions, reservations, covenants and conditions, it must comply with this section.
- (3) A 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.
- (4) If a Council proposes to lease land that is subject to subsection (3) and that was not included as a proposal in the budget, the Council must undertake a community engagement process in accordance with the Council's community engagement policy in respect of the proposal before entering into the lease.

Council's Community Engagement Policy was adopted in May 2023.

[Moira Shire Council - Community Engagement Policy](#)

Crown Land (Reserves) Act 1978

The *Crown Land (Reserves) Act 1978* (CLRA) delegates responsibility to manage Crown Reserves to Committees of Management.

Moira Shire Council is the Committee of Management (CoM) for much of the Crown land within the Shire.

The CoM must seek approval from DEECA for any proposed agreement and the Minister for Environment's delegate is also a signatory to the agreements.

The CoM may enter leases or licences predominantly in accordance with Sections 17B and 17D of the CLRA.

A Licence term of either 3 years or up to 10 years may be granted, dependent upon the Reservation status and a Lease of up to 21 years may be granted.

Council delegations

Council delegates some powers, duties and functions to the CEO and council officers.

The s5 Instrument of Sub Delegation delegates powers from Council to the CEO and the s7 Instrument of Sub Delegation delegates powers from the CEO to Council Staff as amended from time to time.

The Power to lease land and/or include a proposal to lease in the budget are delegated to Council's Manager Finance, and Council's Directors of Infrastructure Services and Corporate Performance.

7. POLICY DETAIL

7.1 Classification of Occupiers/Tenants

Tenant Classifications

Council will consider the following to identify which Tenant Classification an existing or potential tenant may fit into:

- Community benefit:
 - Does the tenant offer a significant or highly sought after service or benefit to the community?
 - Does the service require Council support for implementation?
 - Will the proposed use increase social inclusion, equity and promote health and wellbeing for the Moira Shire community?
 - Does the proposed use align with the Council Plan and/or strategic direction?
- Tenant funding or revenue sources:
 - Is the tenant a registered Not for Profit organisation?
 - Is the tenant self-funding via member subscriptions?
 - Is the tenant funded by the Federal, State or Local governments?
 - Does the tenant have the capacity to generate revenue from the use of the site?
 - Will the service be delivered by volunteers or paid employees?
 - Will the tenant be contributing capital to improve the building?
- Site suitability:
 - Is the facility suitable for the proposed use, inclusive of building compliance, all access compliance and planning controls?
 - Are there long-term plans for the building?
- Site utilisation:
 - Can the building be shared with other compatible users?
 - Can the proposed user manage additional hire arrangements?
- Legal compliance
 - Is the proposed tenant a registered legal entity?
 - Is the proposed tenant financially viable?
 - Does the proposed tenant have appropriate governance arrangements in place?

- Does the tenant hold adequate insurance to deliver the service?

The below table lists Council's Tenant Classifications, including examples, rent and term.

Tenant Group	Description	Examples	Rent	Maximum Term Available
Group A – Not for Profit Community Groups	Community groups in this category service the community and are available to all Moira residents. Although they are locally based they may service an area beyond the Moira Shire Boundaries. They are Not for Profit and may rely on volunteers and/or State or Council funding or grants and do not have the capacity to generate a significant amount of income.	These Tenants include but are not limited to: • Toy libraries • Community gardens • Community Offices • Performing Arts, Cultural and Art Groups • Historical Societies • Men's Sheds • Charity Shops • Senior Citizens Clubs • Community Service organisations • Guides/Scouts •	Peppercorn	5 years
Group B - Not for Profit Community Service Organisations, Government Authorities and Agencies	These Tenants provide a direct service to the community. They are funded by Federal, State or Council funding and may or may not have the capacity to generate a significant amount of income. These tenants provide significant public benefit, which could not be delivered unless supported by Council.	Examples include the following: • SES • CFA • DFFH • Bureau of Meteorology • Goulburn Valley Libraries • Goulburn Regional Preschool Association • Neighbourhood Houses/Community Learning Centres • Government Schools	Subsidised Rent	10 years

Tenant Group	Description	Examples	Rent	Maximum Term Available
Group C - Commercial Tenants	These Tenants occupy a Council premises, or part of a premises under a Lease/Licence on a commercial basis, where the <i>Retail Leases Act 2003</i> (RLA) may or may not apply. Some of these Tenants may have constructed their building or facilities on Council land.	Examples include the following: • Cafes; • Commercial premises; • Telecommunications Towers and equipment sheds; • Caravan Parks;	Market Rent to commence agreement; Annual CPI increases; Market Rent Review every 5 years throughout term.	By negotiation Nb: minimum 5 years if subject to the Retail Leases Act (RLA). Maximum – 21 years for Crown Land Or 50 years for Council Land
Group D (a)- Sport and Recreation Clubs and Organisations – Leases/Licences directly with Council where no Community Asset Committee is established	These groups primarily function for sport and recreational purposes. They are fee paying member-based clubs and organisations that may have the capacity to generate revenue from the use of the facility or other activities consistent with the purpose of the organisation, but do not make a commercial profit.	Examples of groups that apply to this category include but are not limited to: - Agricultural Societies - Football - Soccer - Rugby - Athletics - Baseball - Softball - Basketball - Netball - Bowls - Bridge - Camp drafting - Cricket - Darts - Dog Obedience - Equestrian - Golf - Tennis - Martial Arts	In accordance with Council's Annual Budget – Schedule of Fees and Charges for Sporting Reserves and Pavilions.	1-5 years, or more than 5 years where the Tenant invests in the facility

Tenant Group	Description	Examples	Rent	Maximum Term Available
Group D (b) - Sport and Recreation Clubs and Organisations – located on land managed by Community Asset Committee.	These groups primarily function for sport and recreational purposes. They are fee paying member-based clubs and organisations that may have the capacity to generate revenue from the use of the facility or other activities consistent with the purpose of the organisation, but do not make a commercial profit.	Examples of groups that apply to this category include but are not limited to: Agricultural Societies Football Soccer Rugby Athletics Baseball Softball Basketball Netball Bowls Bridge Camp drafting Cricket Darts Dog Obedience Equestrian Golf Tennis Martial Arts	As determined annually by the Community Asset Committee	5 years but only for the relevant sporting season
Group E – Miscellaneous Tenants/Agreements	When none of the above categories apply, then Council approval may be required to determine the Fee Structure, the Maintenance requirements and other terms and conditions of the agreement. This may require approval at a Council meeting.	An example of where this category may apply is a football club which contributes a substantial amount towards capital improvements to a pavilion which would otherwise be under a short-term agreement. A Lease may be offered with a longer tenure, with greater maintenance responsibilities required of the club than football clubs under a Licence agreement.	Market /Negotiated Rental; Annual CPI reviews with Market Review every 5 years	By negotiation subject to the following: Minimum 5 years – subject to RLA. Maximum – 21 years for Crown Land Or 50 years for Council Land

7.2 Maintenance and Outgoings

Maintenance

The standard Council maintenance template provides for a partnership approach in which maintenance responsibilities have been clearly articulated to be reasonably and equitably shared based on the Tenant Classification.

Where the lease is for land only, repairs and maintenance are the responsibility of the Tenant.

Where the lease is for land and buildings, the responsibility for the repair and/or maintenance depends upon the type of repair and/or maintenance and upon the Tenant Classification.

In general, the Council will assume responsibility for the structural and legislative requirements, various negotiated asset renewals and the external elements of the building.

All classes of tenants and occupiers are expected to maintain areas/fittings dedicated to their own functional use, repairs to their own equipment/installations and repairs of a minor nature.

Repairs and Maintenance are separated into the four action areas:

- 1) Programmed or Preventative - Maintenance/Servicing to maintain in good working order: Any scheduled or routine servicing which occurs regularly to ensure that the item continues to work in good order.
- 2) Reactive - Reactive repair if damaged in the normal course of operations to keep in good condition: Unplanned damage has occurred to the item and a repair is required to ensure that the item continues to work in good order. Repairs of a minor nature include but are not limited to globe replacements, window coverings, floor coverings, whitegoods repairs etc.
- 3) Negligence - To repair or replace or to incur the cost of repairing or replacing if damage is because of misuse or negligence by the Occupier: The Occupier is liable for the cost of repair or replacement of any item because of misuse, negligence or vandalism by the Occupier or the Occupier's guests, invitees and contractors. The repair or replacement will be undertaken by Council and charged to the Occupier.
- 4) End of Life – If an asset is not deemed to be a non-renewal asset as per the Asset Plan, then it is to be replaced if it is at the end of its useful utility: When an asset reaches the end of its useful utility or life because of age, unrepairable fault or structural defects, it will be replaced with a like for like asset (dependent upon budget provisions and availability).

Cleaning is the responsibility of the Tenant or in the case of a shared premises, a contribution towards cleaning will be negotiated.

Council as Landlord will take responsibility for undertaking Essential Safety Measures regulatory inspections in accordance with the Building Code for all buildings which require ESM inspections.

7.3 Guarantees, Security Deposits, Bonds

Agreements may include a form of surety to guarantee the obligations of the Tenant. For commercial tenants, a security deposit of 3 month's rent is required and for all other Tenants or

Licensees, a security deposit of up to \$500 may be required dependent upon the term of the agreement and permitted use.

7.4 Outgoings

Outgoings refer to the following:

1. Rates, Fees and Charges levied by Council
2. Kerbside Collection Service (Waste) Charges levied by Council
3. Rates, Taxes, Charges levied by the State Government, eg. Emergency Services and Volunteer Fund (ESVF)
4. Utilities, e.g. Gas, Electricity, Water, telephony, Wi-Fi

Where a building has several Users, which may or may not include Council, outgoings incurred by Council to manage the building – inclusive of the common area - may be levied to each User in proportion to the area of the building they occupy or their hours of use.

The responsibility for Maintenance and Outgoings is outlined with reference to the Tenant Category:

Tenant Group	Maintenance	Outgoings
Group A – Not for Profit Community Groups	Programmed – Council Reactive – Shared by negotiation Negligent – Lessee/Licensee Renewal at End of Life - Council	1 - Lessee/Licensee 2 - Lessee/Licensee 3 - Lessee/Licensee 4 - Lessee/Licensee
Group B - Not for Profit Community Service Organisations, Government Authorities and Agencies	Programmed – By Negotiation Reactive – By Negotiation Negligent – Lessee/Licensee Renewal – By Negotiation	1 - Lessee/Licensee 2 - Lessee/Licensee 3 - Lessee/Licensee 4 - Lessee/Licensee
Group C - Commercial Tenants	Programmed – Lessee/Licensee Reactive – Lessee/Licensee Negligent – Lessee/Licensee Renewal - By negotiation	1 - Lessee/Licensee 2 - Lessee/Licensee 3 - Lessee/Licensee 4 - Lessee/Licensee
Group D - Sport and Recreation Clubs – A Lease directly with Council where no Community Asset Committee is established	Programmed – By negotiation Reactive – By Negotiation Negligent – Lessee/Licensee Renewal – By Negotiation	1 - Lessee/Licensee 2 - Lessee/Licensee 3 - Lessee/Licensee 4 - Lessee/Licensee
Group D (a) - Sport and Recreation Clubs – A Licence directly with Council where no Community Asset Committee is established	Programmed – Council Reactive – Shared Negligent – Licensee Renewal – Council	1 – Shared proportionally 2 – Licensee 3 – Shared proportionally 4 – Shared
Group D (a) - Sport and Recreation Clubs – located on land managed by Community Asset Committee	In accordance with the Community Asset Committee Operations Manual – Appendix 1 – General Maintenance Guidelines for Council Assets.	1 – Council 2 - CAC and Club 3 – CAC 4 – CAC and Club

Group E – Miscellaneous Tenants/Agreements	Programmed – By negotiation	1 – Lessee/Licensee
	Reactive – By negotiation	2 – Lessee/Licensee
	Negligent – Lessee/Licensee	3 – Lessee/Licensee
	Renewal – By negotiation	4 – Lessee/ Licensee

7.5 Cost recovery

Council will seek to recover costs incurred for changes to the standard lease or licence clauses, or requests from occupiers, eg. Deeds of Variations, Deeds of Assignment, etc.

Council will seek to recover costs from the tenant for the provision of additional keys if additional keys are required, or keys are lost.

7.6 Terms and Conditions of Agreements

The lease/licence agreement establishes a framework for the use of Council property, ensuring that all parties understand their rights and responsibilities.

Key terms include but are not limited to:

- The term of the agreement;
- Permitted use;
- Rental fees;
- Outgoings responsibilities;
- Insurance requirements;
- Security deposit requirements;
- Maintenance obligations;
- Grant approval requirements;
- Codes of Conduct;
- Capital investment obligations;
- Service delivery and funding frameworks;
- Reporting requirements;
- Dispute resolution processes;
- Tenant Consent processes.

Regular inspections may be conducted to ensure compliance, and any breaches of the agreement will be addressed promptly.

7.7 Council as a Lessee or Licensee

When Council enters into a lease or license agreement as lessee or licensee, it shall adhere to the same principles and obligations and the terms of that agreement.

Council is responsible for ensuring that its use of the property aligns with Council objectives and complies with all applicable laws and regulations. Council must maintain the property in good condition and respect terms of the agreement, including any financial obligations.

Additionally, Council will engage in open communication with the property owner or relevant authority to address any issues that may arise during the term of the agreement. Any activities conducted by Council on the leased or licensed property should promote local benefit and public interest.

7.8 Crown Land

Where Council is the CoM for Crown Land in accordance with the *Crown Land (Reserve) Act* 1978, any agreement must accord with this Act.

Council must seek the approval of the Crown prior to entering any agreement.

Council is responsible for monitoring compliance with these agreements and addressing any breaches to maintain the integrity of crown land for future generations.

7.9 Vacant Properties

When leasing or licensing vacant properties, Council may elect to undertake a public Expression of Interest process to identify the organisation that will align best with Council's objectives. The Expressions of Interest received will be assessed by a panel at Council with evaluation criteria created to meet the specific requirements of the site and Council's objectives.

Under certain circumstances, agreements will be directly negotiated with organisations, provided there are justifiable reasons that a direct negotiation is appropriate. Such circumstances include a new occupant which will provide significant public benefit, or significant capital contributions or where there is an absence of competition.

7.10 Agreement Renewals

As agreements expire, Lessees and Licensees remain on site in accordance with the terms and conditions of the agreement at the time of expiry, until a decision on a new agreement or otherwise is made.

At the expiry of an agreement, the Manager will determine if the Lessee/Licensee still meets eligibility criteria. If a new agreement with the incumbent Lessee/Licensee is considered in the best interests of the community, the terms and conditions of the new agreement will accord with this Policy.

Council may also elect to undertake a public Expression of Interest process at the end of a term, to identify whether another organisation may better suit the ongoing needs of the community.

7.11 Overholding

When an agreement expires and the Lessee/Licensee remains on site, they do so in accordance with the terms and conditions of the agreement. Either party may elect to terminate the agreement by providing notice of this intention.

7.12 Termination of Agreements

Termination of lease and licensing agreements may occur under specific circumstances as outlined in the agreement. Either party may terminate the agreement with written notice if there is a breach of the terms, including non-payment of fees, failure to comply with regulations or other significant violations.

Council may also terminate the agreement for reasons such as changes in land use, public safety concerns, or if the property is required for municipal purposes. Upon termination, the lessee or licensee must vacate the premises promptly and restore the property to its original condition, as specified in the agreements. Any outstanding fees or obligations must be settled prior to the final termination of the agreement.

7.13 Occupant Consent Process

Prior to undertaking any changes to the building, a Lessee or Licensee must seek the approval of the Council.

Capital works will not occur or be approved to occur at a site which has an agreement in overholding or an existing occupant with no agreement in place. Capital works associated with safety or compliance are exempt and in circumstances where short term funding for works is available, capital works may proceed provided the leasing process has commenced and there is a low risk to Council.

8. MONITORING AND EVALUATION

All leases will be reviewed, and conditions adhered to. In cases of non-compliance, the Manager will determine a suitable course of action.

9. RELATED DOCUMENTS

Related Legislation

Local Government Act 2020

Crown Land (Reserves Act) 1978

Retail Leases Act 2003 (RLA)

Planning and Environment Act 1987

Charter of Human Rights & Responsibilities Act 2006

Gender Equality Act 2020

Building Act 1993

Associations Incorporation Reform Act 2020

Equal Opportunity Act 2010

Public Health and Wellbeing Act 2008

Related Policies and Procedures

Community Engagement Policy

Related Documents

Council Plan

Community Vision

Asset Management Plan 2021-2031

Recreation Strategy 2016-2026

DOCUMENT REVISIONS

Version	Summary of Changes	Approved by	Date
1	Original Policy adopted	Council	TBC