



City of Ryde

DRAFT COMMUNITY FACILITIES LICENSING POLICY

*FOR PUBLIC EXHIBITION
30 JUNE 2009 – 31 JULY 2009*

DOCUMENT APPROVAL

This document has been endorsed and approved for use by:

Michael Whittaker
General Manager

DOCUMENT VERSION CONTROL

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CHANGE HISTORY

Version	Issue Date	Author	Reason for Change
1.0			Request by Council/Change in law

REVIEW HISTORY

Version	Review Date	Responsible Officer	Signature

1. POLICY STATEMENT

The Community Buildings Licensing Policy provides Council with a standardised framework for the equitable, efficient and effective allocation and management of its community buildings that are occupied under a licence that is consistent with Council's vision, mission and values.

2. POLICY CONTEXT

As outlined in the draft Community Facilities Plan 2030 the vision for community facilities is *'Our community has access to well designed sustainable facilities which promote a vibrant community with strong connections'*.

A community facility combines two key elements, the building and the service / activities provided out of the building. Together, these two elements form a community facility.

This policy aims to provide a framework for community buildings that are occupied under a licence, to enable this purpose and vision to be met.

2.1 What community buildings are included?

For the purpose of this policy, community buildings refer to the following buildings which are owned by Council for the benefit of the community and can be utilised by community groups:

- Community service centres and some community halls
- Historic and heritage buildings
- Recreational buildings, including sports club houses, tennis courts and bowling clubs.

Council also has a number of halls and meeting rooms which are not generally licensed to any one particular community group and can be hired by casual users. Hiring of these buildings is managed by Council's Community Relations team within the Community Life group and are excluded from this Policy. These buildings include: Civic Hall, North Ryde Hall and meeting space, Argyle Centre Hall, West Ryde Hall, Eastwood Hall, Shepherd's Bay Hall, Gladesville meeting room and Trafalgar Place Hall.

This policy also excludes Council buildings that are covered by normal commercial leasing arrangements.

2.2 Why does Council provide community buildings?

Council recognises the value of community buildings as an integral way to meet the needs of our residents. Community buildings extend the community's capability to conduct activities, create opportunities for community capacity building and develop strong partnerships. They become a focal point for the community and contribute to

the vitality and resilience of a community by facilitating people building relationships and actively producing outcomes.

As outlined in Council's Social Justice Charter, *'The City aims to provide community facilities and spaces that are responsive to the community's needs. There is a commitment to providing places that allow for social, cultural, recreational and civic activities to take place in a way that is accessible and equitable'*.

2.3 Council's role and commitment to the provision of community buildings?

Council is accountable to the City of Ryde ratepayers for all contributions made to groups through in-kind support, funding or through subsidised rental. Council has a responsibility to manage its assets appropriately whilst continuing to meet the needs of the community.

Council understands that there is limited capacity for community based not for profit groups to fund rental of commercial or private space. As a result, Council is committed to providing community buildings at a subsidised rate (in most cases below market rental) to community based not for profit groups that deliver outcomes that meet the identified needs of the Ryde community.

The majority of licensees are funded either by State or Federal funding, yet in most cases this funding does not include any / or sufficient monies for rental and / or the purchase of premises. Council recognises this and provides subsidised accommodation to these groups. However, Council cannot be seen as the only source of funding for capital works to accommodate community groups.

Council recognises that the support it provides is essential to the provision of these services within the Ryde local government area. Council is committed to appropriate engagement with all current and future licensees and providing an equitable process to enable a variety of users to have access to community buildings.

3. PRINCIPLES

The following principles apply to the management of community buildings to assist in delivering successful community facilities to benefit the people of the City of Ryde:

- a) Servicing our community
 - Services, programs and initiatives are aimed to benefit the City of Ryde residents. Priority will be given to groups targeting these residents and that promote improved health and wellbeing.
 - Initiatives or activities that do not discriminate or disadvantage groups within the community.
 - Acknowledge and recognise the social value and benefits that community based not for profit groups have in our community and that Council has a role in supporting Ryde's needs being met.

- b) Capacity Building
 - Build on the existing abilities and strengths of individuals and organisations to identify and develop local long term solutions to meet community needs.
 - Develop strategies to support the development of groups to enable them to be more self sustaining.
- c) Inclusiveness
 - Utilise the established engagement framework to ensure information is appropriately provided and stakeholders are consulted.
 - Ensure these buildings are accessible to a diverse range of service providers and the activities provided within these buildings are accessible to all within the community.
- d) Collaboration and Partnerships
 - Establish and foster a range of relationships with communities, Council, community groups, government and business to deliver improved outcomes for the community.
 - Maximise use through co-location of compatible services, shared use and understanding the current use and future needs.
- e) Equity
 - Provision of information, services and opportunities for involvement is provided to all members of the community in an open and transparent manner.
 - Deliver processes which are competitive, open to all and transparent.
 - Deliver processes that are consistent for the customers and Council and are aligned to Council's values and other corporate objectives
- f) Responsiveness
 - Be proactive in identifying and addressing changing community needs.
 - Support groups who meet identified and emerging community needs.
 - Review and adjust policies and procedures based on best available practice, feedback and legislation.
 - Provide a quality and timely service to all existing and potential occupiers.
- g) Sustainability
 - Develop processes which support the ongoing financial, structural and social sustainability of these community buildings.
 - Regularly review use of community buildings so that Council can fully understand the status of Council community buildings to develop strategies to continue their sustainability.

4. OBJECTIVES

The objectives of this policy are as follows:

- a) Provision of a consistent, equitable and transparent framework for all community buildings that is understood by customers and Council.

- b) To accommodate a range of providers within Council community buildings that meet the diverse needs of the Ryde community and the users reflect the demographics of the Ryde LGA, through the co-location of compatible community based and not for profit groups.
- c) To optimise the use of all community buildings through improved access, co-location and a transparent approach to the licensing approach for community buildings.
- d) To continue to support community based not for profit groups targeting City of Ryde residents through the provision of subsidised accommodation in a community building with security of tenure established in a formal license agreement.
- e) To establish systems and processes that increase the sustainability of Council's community buildings, through improved financial analysis ensuring the social needs of Ryde are met, appropriate governance structures, appropriate management of assets and support to groups to develop the sustainability of their organisation.
- f) To clearly identify the accountability requirements of both Council and the licensee.

5. STRATEGIES

The key strategies Council will implement to meet these objectives are as follows:

- a) Implementation of the protocol for licensing of community buildings, utilising the templates attached.
- b) Development of licence agreements with every group occupying a Council community building, based on the Standard Licence Agreement.
- c) Development of operational / management plans to assist in supporting and managing co-location of compatible users.
- d) Development of communication strategies between Council and licensees (current or future).
- e) Identification of the current usage, future trends, co-location and partnership opportunities through surveys / feedback.
- f) Work with licensees, State and Federal Governments to identify opportunities for income sources to assist in reducing the costs of developing and maintaining community buildings.
- g) Deliver a program to build the capacity of all licensees in order to reduce the reliance on Council, which would enable Council to provide support to a larger group of community service providers. This capacity building program could focus on:

- Fund raising capacity
 - Business and strategic planning
 - Best value review
 - Consolidation of services
 - Submission, expression of interest and selective tender processes
 - Relationship building
 - Partnership opportunities.
- h) Accurately record the level of subsidy each group receives from Council and report this to the community through the annual report and management plan.

6. STAKEHOLDERS

The key external stakeholders include current and future licensees. With the implementation of a new policy and protocol it may change the way these stakeholders are used to working with Council.

It is also important that the ratepayers and the general community understand how Council is managing its assets and the support Council provides to community groups to assist in meeting the needs of the community.

Internally, Council's service units managing this process are critical to understanding this change, delivering a consistent approach and informing the community and Councillors of these processes on an ongoing basis.

7. EXTERNAL CONSIDERATIONS

Changes to state and federal government funding schemes may impact on the overall funding or recurrent funding of a community organisation, or opportunity to gain funding for capital works for community buildings.

8. RELEVANT LEGISLATION

- Local Government Act 1993
- Crown Lands Act 1989.

9. RELATED POLICIES

Other Council policies which relate to the management and operations of Council's community buildings include the following:

- DRAFT Community Facilities Plan 2030
- DRAFT Strategic Property Plan
- Plans of Management (as appropriate)
- Conservation Management Plans (as appropriate)
- Parks on Track for People 2025

10. GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to address concerns in the case of groups feeling that the policy and protocol was not applied accurately or fairly.

Groups will be required to formally document their concerns and discuss with the Property Manager. If concerns are not adequately addressed a review Panel, consisting of Manager Buildings and Property, Manager Community & Culture or Manager Parks and an independent Council Officer will review the concerns.

If required, the General Manager will review the outcome of the Panel and make a determination.

11. EVALUATION AND REVIEW

To ensure this policy develops over time to align with better practice and the changing needs of the community, it should be reviewed according to Council's Policy Development, Implementation and Review – Guidelines and Standards. Any review should also adhere to Council's *'Your City, Your Voice'* model of engagement.

The following indicators should be considered in measuring the effectiveness of the development and implementation of this policy within the first year:

- a) Feedback from staff and Councillors
- b) Improved satisfaction of current licensees, identified through annual survey
- c) General customer satisfaction of community facilities, identified through biannual Council Customer Satisfaction Survey
- d) Utilisation of community buildings increased overall
- e) Number of groups utilising Council community buildings and the variety of users increased
- f) Number of recorded requests for use of Council's community buildings increased.

12. IMPLEMENTATION

This policy will be implemented through the Buildings and Property Unit, with assistance from Community and Culture and the Parks Units.

Implementation of this policy and protocol will occur as existing licence agreements come to an end. In the case of buildings which are vacant, where a group has an expired licence or where there is no formal licence agreement in place,

implementation of this policy will occur immediately through a registration of interest process.

13. RESOURCE IMPLICATIONS

Information relating to the licensing process of community buildings needs to be collated in a manner to ensure appropriate reporting is provided through the management plan and the annual report.

14. OWNERSHIP

The development, review and evaluation of this policy is the responsibility of the Community and Culture Unit.

The implementation of this policy is the responsibility of the Buildings and Property Unit.

Some of the strategies outlined within this policy will require other service units such as Parks to assist.

15. FURTHER INFORMATION

For further information on this policy and attached protocol contact Council's Community and Culture Manager on 9952 8222.

16. AUTHORISATION

General Manager.

17. DEFINITIONS

17.1 Community Facility

- Within the Ryde Planning Scheme Ordinance, 'Community facilities means an area used to provide facilities for activities which promote the physical, cultural or intellectual welfare of persons within the community, being facilities provided by –
 - a) a Council; or
 - b) a body of persons associated together for the purposes of the physical, cultural or intellectual welfare of persons within the community.
- In addition to this Council's Social Justice Charter 2007 outlines that 'The City of Ryde aims to provide community facilities and spaces that are responsive to the community's needs. There is a commitment to providing places that allow for social, cultural, recreational and civic activities to take place in a way that is accessible and equitable.'

- 17.2 Group
- Refers to an incorporated organisation that has or wants to have a licence with Council for the use of a community building.
- 17.3 Community based
- Refers to a group that is managed through an elected community based management committee consisting of local representatives.
- 17.4 Not for profit
- Legally constituted organisation with the primary objective being to support or actively engage in activities of public or private interest without commercial or monetary profit purpose. Any profits / surpluses must be used to further charitable purposes and must not be distributed to owners, members or others.
 - Documentation must be provided.

18. REFERENCES

The following policies and strategies were used as references for the development of this policy and should be acknowledged.

- Randwick City Council, Community Facilities Management Policy (2006)
- Bankstown City Council, Community Facilities Lease, Licensing and Management Policy, (draft)
- Draft Community Facilities Management Policy (2007), Parramatta City Council
- Wollongong City Council, (2002) Allocation of Community Facilities to Community Groups
- A service delivery approach to measuring facility performance in local government, Nicola Brackertz and Russell Kenley (2002)
- Marrickville Council, Leasing of Community Facilities Policy (2007)
- City of Sydney, Accommodation Grants Policy (2008)
- North Sydney Council, Community Centres, Cultural and Recreational Facilities Policy (2004).

19. ATTACHMENTS

1. Community Buildings Licensing Protocol
 - 1a. Standard Licence Agreement
 - 1b. Memorandum of Understanding template
 - 1c. Registration of Interest template
 - 1d. Annual Licence Review template

COMMUNITY BUILDINGS LICENSING PROTOCOL

The licensing of Council community buildings is a process which should adhere to the principles and objectives outlined within the Community Buildings Licensing Policy.

This protocol supports the policy and provides the detail for implementation and must be read in conjunction with the Standard Licence Agreement (attachment 1a).

1. LICENSING

Council currently manages its community buildings (except halls and meeting spaces hired casually) through two methods, licenses and leases. Licensing is the management method Council now utilises as it provides flexibility, the ability to cater for the changing needs of the community and delivers improved usage and management systems.

Leases are used for commercial purposes. In the case of leases, all lessees have exclusive use of a building and are registered on the property title as a lessee.

Those community buildings occupied under a lease will be transferred to a license at the expiry of the current term.

2. LICENCE ELIGIBILITY AND TENURE

Eligibility

- Council will consider usage of its community buildings by incorporated community based not for profit community groups and State and Federal Government agencies meeting the identified social needs of the Ryde community.

Ineligible

- Individuals
- Groups with a political purpose
- Groups who are not willing to share facilities (where applicable) and / or work in partnership with Council and other community groups
- Groups which believe in or are involved in discriminatory activities and services
- Commercial and for profit operators are generally not permitted to hold a license on a community building. However, if there are no eligible parties interested, Council can assess whether to allow occupation by these parties to ensure active utilisation of the building.

All community buildings are occupied under a licence agreement, for a maximum term of five years, licence periods less than five years are possible. This five year maximum term not only enables Council to plan appropriately for its community facilities, it provides security of tenure for the licensee and is complementary to the

three to five year funding agreements generally provided by the State and Federal Governments to community service providers. In addition, a five year term enables community facilities to be accessible to a range of community groups.

The Local Government Act 1993 outlines requirements regarding licenses on community land. These requirements must be adhered to when entering into licenses.

Council has developed a Standard Licence Agreement which will be the basis for all future agreements. There are 'essential elements' listed in the standard licence agreement which are not negotiable.

3. INCREASED ACCESS AND UTILISATION

Maximising the usage and access to Council community buildings is important to Council to ensure the sustainability of these community facilities and to improve the access to these buildings for all in the community.

A key strategy to have optimum usage of these buildings is through the co-location of groups and the sharing of spaces in each Council community building.

Council will not enter into licenses for community buildings which provide exclusive access to a building to the exclusion of the general public or other groups. All licenses will enable compatible services to be co-located and / or Council to utilise the community building outside of the agreed schedule of hours with complimentary activities.

Sub licensing of community buildings by groups is not permissible, the usage of these buildings outside the agreed schedule of hours will be managed by Council. This will enable consistency with other Council buildings, support opportunities for co-location and maximize the utilisation of these community buildings in an equitable manner.

Council encourages partnership arrangements between services to deliver improved outcomes for the community, this arrangement does not include the payment of a rental component for use of the building.

It is recognised that co-location is a strategy that is dependent on the building, it is not a case of one size fits all and there may be cases of special circumstances where this is not possible. In the case of existing buildings co-location options will be based on the design of the building, whereas for any new community buildings co-location will be an essential component of the design.

Co-location of compatible services and groups will need to consider the following:

- Suitability of the current design of the building
- Current level of use
- Potential for future use

- Development of appropriate policies and procedures to manage the operational aspects (including: safety and security; storage; individual identity of organisations; proportionate costs etc).

In recognition that co-location is a process that needs to be managed well, Council has developed a Memorandum of Understanding (MOU) template (attachment 1b) which will document the specific arrangements made between any co-located licensees. The MOU template will be used as a basis for groups to come to agreements specific to the building and their use. In the case of a number of co-located licensees and a large building Council will facilitate this process.

The MOU will enable appropriate communication, development of strategies to address issues as they arise and enable the focus to be placed on delivering appropriate services to the community.

Co-located groups will assume proportionate responsibility for the outgoings and appropriate insurances, based on floor space occupied and types of activities undertaken. If a group does not agree to this then they will be responsible for the cost of installing a separate meter for recording and measuring of the services.

All community buildings will undergo a registration of interest process for their use. This process may identify a range of community providers who may wish to utilise a licensed community building which could lead to compatible co-location options.

4. NEW LICENSES

4.1 Definition of new licenses

Licenses are classified as 'new' in the following instances:

- A new building being developed
- An existing licensee/lessee wishing to cease their tenure and no longer wishing to occupy the building
- At the end of the term of an existing lease or licence and prior to a further licence being entered into.

4.2 Process for new licenses

In the cases of a new licence being required, any such opportunity will be managed through a Registration of Interest (ROI) (attachment 1c) in an open and competitive process, allowing any eligible groups to submit their interest through a publicly advertised process.

Upon Council becoming aware of the need for a new licence, advertisements will be placed in local media and on Council's website. Groups will be required to submit a ROI, providing information on various elements of their organisation and proposed use of the community building.

If there is only one ROI for a community building, Council officers may negotiate directly with that group. If however, there are more than one ROI submitted Council will require each group to provide detailed information which will then be reviewed by an ROI Evaluation Panel.

In the case of the development of a new community building, the ROI process should occur prior to key planning for the facility to ensure that the group or groups to be accommodated has some involvement in the planning stages. This will lead to a more functional and user friendly community facility.

Undertaking this process at the end of an existing lease/licence will ensure that Council continues to support services that meet the needs and are appropriate. This process also ensures that the group selected is the best provider to be accommodated within the building and will assist in identifying and encouraging opportunities for co-location of services.

To enable sufficient time for assessment, for groups to plan accordingly and a smooth transition to occur between an old and new licence, this process must commence no less than 12 months prior to the end of the current agreement. This will ensure six months notice is provided to all existing licensees/lessees of their continued tenure or otherwise.

Council recognises that some existing groups have a strong affiliation with a particular building, in some cases they have been accommodated in the building for many years or may have made improvements to the building. This factor will be a consideration in the registration of interest process, if the group is continuing to meet the needs of the community. However, longevity of use does not convey permanent or preferential occupation of that building for longer than the term of the lease/licence. Council aims to support the most appropriate services to meet the needs of the Ryde community and ensure sustainability of Council's community facilities.

In the provision of new licenses Council will also consider evaluations undertaken of previous licenses that groups have held with Council (as outlined below). Feedback from stakeholders may also be considered, including surrounding neighbours, internal stakeholders and the broader community.

5. EVALUATION OF AN EXISTING LICENCE

To ensure the licensee is meeting the required standards of service and the outcomes agreed as outlined in their agreement, it is essential that on an annual basis the licensee submit an Annual Review (attachment 1d) and meet with Council, if required, to discuss the information submitted.

This information will be considered by Council staff and if there are any concerns regarding the group's use of Council's community building, further information may be sought from the group and / or other stakeholders prior to finalising the review. Council may also request a meeting with the licensee to discuss the issues, concerns or opportunities.

The information provided by groups on an annual basis and any formal reviews will be considered as part of assessing any new ROI a group submits for a future licence.

Annual reviews will enable both the licensee and Council to discuss any issues of potential concern and to develop strategies over the next year to address the concerns.

6. ACCOUNTABILITY

6.1 Standards of facilities

As outlined within the draft Community Facilities Plan 2030 Council has a large number of old and outdated community buildings and it is recognised that Council must deliver a minimum standard of provision for all of its community buildings to provide consistency for future licensees and to assist in increasing utilisation.

Over the next few years Council has allocated funds to improve the base standard of all community buildings. However, prior to undertaking any improvements the age of the building must be considered alongside the value of capital works to determine the feasibility of these works.

Standard inclusions for community buildings provided by Council will include ceilings, carpet and painting. Any requirements over and above this standard are the responsibility of the licensee.

6.2 Agreed service standards

As part of the licence agreement a clear outline of what service level standards the licensee will be providing will be agreed at the outset. This will enable both Council and the group to have clear expectations of the level of service and the types of services the group will provide within the building.

This will assist Council and the groups to be accountable for their use of space and the benefits they provide to the community. This knowledge will also assist Council to identify gaps in service provision across the City, work with groups to meet these gaps and provide opportunities to identify other activities or partnerships that could be delivered for broader community benefit.

The agreement of the service standards will be a process of negotiation and in many cases will need to consider the existing funding agreements the group has with other funding bodies and other needs within the community that the group could support.

6.3 Acknowledgement

The support Council provides to groups through the provision of accommodation must be acknowledged within all publications and information the group provides to the public, including all signage.

This acknowledgment demonstrates an understanding of the level of support provided by Council to the groups and highlights this to the community and ratepayers. It should be clear in this information that these services are not a service of Council, rather the group receives support from Council.

Council is also required to acknowledge the support and sponsorship provided to all licensees in the annual report and management plans.

The 'City of Ryde Civic Signage Manual' outlines the standard of signage for facilities. Once implemented, these standard signs will assist the community to recognise the buildings provided by Council. All Council community buildings will be branded as City of Ryde buildings.

Any application for any additional signage must be approved by Council to ensure appropriateness and compliance with all legislative requirements. The licensee is responsible for all costs associated with additional signage.

6.4 Annual information required

As outlined in section 5, groups will be required to provide a range of information annually to assist Council in its evaluation processes. This will also ensure accountability for the contribution and support provided.

6.5 Changes to use / expanding service provision

Many groups over the years want to expand or change their service provision to better meet the needs of the community. Whilst Council applauds this strategic focus and planning, any change of use or expansion to a Council building must be formally approved by Council prior to any actions or works being undertaken. If a development application is required, Council must sign such an application to give Owner's consent prior to lodgement.

Possible impacts on the building and surrounding areas must be considered prior to decision making including:

- a) Can the building physically accommodate more staff or different activities?
- b) Will there be an intensification of use?
- c) Will there be an impact on the heritage / historic value of the building? (if appropriate)
- d) Will there be an increase in pedestrian traffic, car traffic and what are the impacts on the building and the surrounding streets?
- e) Are there any impacts on the neighbours?
- f) Could this be accommodated elsewhere, in a Council or non Council building?
- g) Will the building continue to meet the Building Code of Australia and other regulations?
- h) Is a development application required due to the change of use?
- i) Does the current zoning or relevant Plan of Management permit the change?

Any changes need to be reflected in the licence agreement and must occur prior to any funding being received or planning / design work being undertaken.

Any funding submissions made by a group to improve a community building must have Council's written consent prior to submission to ensure the above issues are considered.

When a group undertakes any work on a community building they must ensure all appropriate insurances are in place (eg: workers compensation, professional indemnity, public liability etc) relating to the work undertaken and copies of relevant certificates of currency are to be provided to Council. Works undertaken by a group requires the group to be responsible for any future maintenance, repair and replacement of those works.

Council will only consider inclusion of any works to Council's capital works program if these works greatly improve access to a building for the public and other not for profit community groups, not for the exclusive use of a group.

6.6 Plans of Management / Conservation Management Plans

All licensees must adhere to any existing Plans of Management associated with the site or Conservation Management Plans for the building. Copies of these documents will be provided to the relevant groups.

7. RENTAL CONTRIBUTION

Council recognises the limited finances of some not for profit community groups and the impact paying for market rent would have on service provision and therefore provides highly subsidised rental for community buildings.

8. OUTGOINGS

There are a range of outgoings that apply to any building. These outgoings are costs associated with the specific use and will be the responsibility of the licensee. The outgoings and responsibility for costs are detailed in the Standard Licence Agreement.

9. MAINTENANCE / REFURBISHMENT

Maintenance and refurbishment responsibilities are outlined in detail within the Standard Licence Agreement, however key requirements are outlined below.

9.1 Council responsibilities

Council will be responsible for any structural works or maintenance of items that form part of the structure or the fabric of the building (eg: roof maintenance).

Council will manage a maintenance program to ensure all community buildings meet the minimum Building Code of Australia standards. A preventative maintenance plan will be developed for all Council community buildings and records will be kept by the Buildings & Property Unit.

Council will also provide access to a Help Desk for all licensees to log maintenance requests. The Help Desk will determine if the request is the responsibility of the licensee or the licensor. This will ensure there is appropriate follow up on all requests in a timely manner.

9.2 Licensee's responsibilities

Licensees are responsible for the ongoing maintenance of the community building (excluding works of a structural nature or those involving the fabric of the building). In the main these maintenance works will relate to items of internal fit-out and any works undertaken by the licensee. Any works undertaken by a licensee must have Council's written approval prior to commencing any works. A formal submission is to

be made seeking Council's approval before contractors are engaged or any design work occurs. Accurate records need to be kept, and works need to be in accordance with relevant planning documents and be undertaken by appropriately qualified trades' people.

In the case of a licensee undertaking any self funded changes including external works, such as playground equipment, pergolas etc, and the licensee will be responsible for the preparation of the development application (and obtaining owners consent from Council). If approved, the licensee will be responsible for the management of the works and equipment and ongoing maintenance. These works will remain the property of Council after the licence expires and licensees should note they will not be entitled to any equity in the building.

In the case of heritage and historic buildings, the Conservation Management Plan which will be provided to the licensee for their reference (where applicable), must be strictly adhered to. All works should be undertaken in accordance with these plans to ensure the heritage value of the building is protected.

Those licensees bound by State or Federal Government regulations, such as child care will be responsible for meeting all relevant legislative and compliance requirements.

10. ENHANCE AND INVEST IN SUSTAINABLE COMMUNITY FACILITIES

Council has many buildings which are ageing and were never designed for the purpose they are now being used. The draft Community Facilities Plan 2030 identifies that Council will need to maximise access and utilisation and enhance and invest in sustainable community buildings. These future directions along with creating multi purpose community facilities may require Council to change the use of current community buildings, refurbish, redevelop or dispose of costly and inefficient buildings. This will allow Council to move towards the provision of more multi purpose community facilities that have the capability to meet the contemporary needs of the community and provide more sustainable assets for Council and the ratepayers of Ryde. In addition, an ongoing asset maintenance program for all community buildings is programmed. These initiatives will enable Council to deliver more appropriate community buildings into the future.

In the case of a building being redeveloped or disposed, Council will make every endeavour to relocate a licensee to another Council community building with similar conditions to their existing licence agreement. However, Council has limited community buildings (many already being heavily used) and it may be that this is simply not possible. Council will assist the licensee to identify any non Council options, as required.

In these instances, licensees will also need to review their service model to identify alternative options and lobby other bodies for assistance to enable continuation of their service through this period. Council will support the licensee through the provision of 'in kind' support, however no financial contribution can be made towards any private rental payments.

Council will provide a licensee with a minimum of twelve months formal notice in the case of redevelopment or disposal of a community building that they occupy.

11. CONTACT

Each licensee will be required to provide two contact points, including out of hours contact details.

All queries regarding community buildings that are licensed or leased must be directed to Council's Buildings & Property Unit. This will ensure a consistent, equitable, considered approach to issues raised and enables records to be maintained accurately within Councils document management system.

Council's Community and Culture Unit will produce a six monthly email newsletter that could provide information on the following: any new licensed community buildings to become available; any agreements signed; changes in Council policy or procedures; information on services and partnership opportunities and contact information of Council staff.

STANDARD LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made on ## [INSERT DATE]

PARTIES:

1. **CITY OF RYDE COUNCIL** (ABN 81 621 292 610) of Civic Centre, 1 Devlin Street, Ryde (“**Council**”)
2. ## [INSERT NAME] of ## [INSERT ADDRESS AND ABN] (“**Licensee**”)

RECITALS

- A. The Council is the registered proprietor of the Premises
- B. The Council has agreed to grant the Licensee a licence to use the Premises on the terms and conditions in this Agreement

OPERATIVE TERMS

1. INTERPRETATION

- 1.1 The following words have these meanings unless the contrary intention appears:

Bank Guarantee means an unconditional undertaking (or any replacement or addition to it) under Clause 16 by a bank and on terms acceptable to the Council acting reasonably to pay on demand the amount in Item 12.

Building means any structure which is incorporated within the Premises.

Clause means a clause of this Agreement.

Commencing Date means the date shown at Item 4.

Consumer Price Index means the consumer price index all groups for Sydney as published from time to time by the Australian Bureau of Statistics.

Council’s Details means the details shown at Item 11 or such other details as the Council notifies in writing to the Licensee.

Council’s Property means any plant, equipment, services, fixtures or fittings (excluding items associated with the structure or external fabric of the building) that are not the property of the Licensee.

Guarantor means the person or persons named in Item 14 and when two or more persons are named a reference to “Guarantor” is a reference to them jointly and each of them severally.

Interest Rate means the rate stated at Item 16

Item means an item in the Reference Schedule.

Licence means the licence to occupy the Premises given by the Council to the Licensee pursuant to this Agreement

Licence Fee means the fee specified in Item 1.

Licence Fee Day means the day specified in Item 2.

Licensee means the Licensee as shown on the front page of this Agreement and all persons under its control including its servants, agents and any independent contractors or persons at the Premises.

Licensee’s Details means the details shown at Item 11 or such other details as the Licensee notifies in writing to the Council.

Material Information means the information identified at Item 15.

Minimum Standard means the criteria identified at Item 17.

Outgoings mean all amounts paid or payable by the Council for an Outgoings Year in connection with the Premises (other than the cost of works associated with the structure or external fabric of the building) including (but not limited to) costs for:

- (a) charges imposed by any authority;
- (b) taxes (except income or capital gains tax), levies, imposts, deductions, charges, withholding and other duties imposed by any authority;
- (c) insurance which the Council reasonably considers appropriate (including for loss of rent);
- (d) cleaning the Premises and keeping it free of refuse;
- (e) inspections and treatment of the Premises to keep it free from vermin and other pests;
- (f) indoor and outdoor gardening and landscaping (if applicable);
- (g) painting, repair, maintenance, renovations and replacement of the Council’s Property in the Premises;
- (h) management of the Premises;

- (i) supplying, maintaining, repairing and replacing Services and upgrading them to comply with requirements of authorities and all laws; and
- (j) the supply of Services which are not separately metered to the Licensee

except for such of the above as are provided by the Licensee to the satisfaction of the Council.

Outgoings Percentage means the percentage shown at Item 6.

Outgoings Year means the 12-month period ending on 30 June in each year or on another day specified in a notice given by the Council to the Licensee.

Permitted Use means the use identified at Item 8.

Plan means the plan attached to this Agreement.

Premises means that part of the property in Certificate of Title Folio Identifier ###/### [INSERT FOLIO] known as ## [INSERT ADDRESS] as shown on the Plan and includes all fixtures and fittings thereto and other equipment (including plant and equipment) provided by the Council in conjunction therewith.

Redecorate shall include (without limiting the generality of the term) treating all floor, wall and ceiling surfaces and windows and doors with not less than two coats of paint or other coating as directed by the Council, and replacing any carpet or other floor covering to a standard directed by the Council (provided such standard is no higher than the standard of the floor covering at the Commencing Date).

Reference Schedule means the reference schedule attached to this Agreement.

Security Deposit means the amount stated in Item 13.

Services means the services provided by authorities or the Council (including but not limited to gas, water, electricity, air-conditioning, waste disposal services and security).

Term means the period commencing on the Commencing Date and ending on the Terminating Date.

Terminating Date means the date shown at Item 5.

1.2 Unless the contrary intention appears:

- (a) the singular includes the plural and vice versa; and
- (b) "Person" includes a firm, a body corporate, an unincorporated association or an authority; and
- (c) an agreement, representation or warranty:

- (i) in favour of two or more persons is for the benefit of them jointly and severally, and
- (ii) on the part of two or more persons binds them jointly and severally.

1.3 In this Agreement a reference to:

- (a) a person includes the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (b) a document includes any variation or replacement of it;
- (c) a law includes regulations and other instruments under it and amendments or replacements of any of them;
- (d) a thing includes the whole and each part of it;
- (e) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
- (g) the president of a body or authority includes any person acting in that capacity.

1.4 Any provision of this Licence which is in breach of any law and/or is void, voidable, unenforceable or invalid shall be severable from this Agreement and the remainder of this Agreement shall be read as though the provision did not form part of it.

2. TERM

2.1 This Agreement shall commence on the Commencing Date and end on the Termination Date.

2.2 If the Licensee continues to occupy the Premises after the Termination Date, it shall do so on a month to month basis.

3. LICENCE FEES

3.1 The Licensee shall pay the Licence Fee to the Council by ## equal ## instalments on each Licence Fee Day.

3.2 If an instalment is for a period of less than 1 month, then that instalment is the Licence Fee divided by 365, multiplied by the number of days in that period.

3.3 The Licensee will pay all monies under this Clause 3 by cheque made payable to the Council or directly to the bank account the Council nominates from time to time.

- 3.4 If dates and amounts or percentages are set out in Item 3, then the Licence Fee increases from and including each of those dates by the amount or the percentage set out against the date.
- 3.5 If any licence fees or other moneys payable by the Licensee under this Licence remain unpaid for 30 days after their due date, the Licensee shall pay to the Council interest on those moneys at the Interest Rate calculated from that due date until the date of payment (both dates inclusive).
- 3.6 If the Licensee occupies the Premises in accordance with Clause 2.2, it shall pay the Licence Fee monthly in advance, the first such payment to be made on the day following the Termination Date equal to one-twelfth of the annual Licence Fee payable immediately prior to the expiration of the Term with continuing payments to be made each month thereafter.

4. OUTGOINGS

- 4.1 The Licensee must pay the Outgoings as notified by the Council.
- 4.2 The Council must give the Licensee a notice for each Outgoings Year stating the Council's estimates of the Outgoings for that Outgoings Year and reasonable details of how the estimates are arrived at.
- 4.3 The Licensee must pay instalments in advance on each Licence Fee Day on account of the Outgoings as notified to the Licensee in accordance with Clause 4.2. Each instalment is the Council's estimate of the Outgoings multiplied by the Outgoings Percentage divided by the number of Licence Fee Days in that Outgoings Year.
- 4.4 In each Outgoings Year after the first, until the Council gives the Licensee a notice of the Council's estimates for that Outgoings Year, the Licensee must continue to pay Outgoings in accordance with the estimates provided for the previous Outgoings Year.
- 4.5 Within 3 months after the end of each Outgoings Year the Council must give the Licensee a statement giving reasonable details of the actual Outgoings for the previous Outgoings Year.
- 4.6 On the Licence Fee Day after the Council gives the Licensee a statement in accordance with Clause 4.5, the Licensee must pay the Council (or the Council must credit the Licensee with) the difference between what the Licensee has paid on account of the Licensee's Outgoings for the Outgoings Year to which the statement applies and what the statement says is payable.

5. ASSIGNMENT

- 5.1 The Licensee shall not assign, sub-licence or otherwise deal with the Licence without the prior written consent of the Council which shall be at the Council's complete discretion.

6. MAINTENANCE, REPAIRS, ALTERATIONS AND ADDITIONS

- 6.1 The Licensee shall keep the Premises in good repair and at the expiration of the Licence shall yield up the Premises in good repair.
- 6.2 Subject to all other sub-clauses of this clause 6, the Council shall be responsible for maintenance and repairs of a structural nature and maintenance of the external building fabric excepting damage caused by the act or omission of the Licensee.
- 6.3 The Licensee shall not carry out any works to the Premises except without the written consent of the Council, which consent may be granted subject to conditions. Any such work must be carried out in accordance with any conditions imposed by the Council.
- 6.4 The Licensee shall keep all plant and/or equipment exclusively servicing the Premises in good repair.
- 6.5 The Licensee shall Redecorate the Premises upon the dates specified at Item 10. Any failure to do so may be remedied by the Council, the cost of which shall be a debt due to the Council by the Licensee.
- 6.6 The Licensee shall at its expense in a manner acceptable to the Council:
- (a) keep the Premises clean (including any lawn and landscaping areas) and ensure that all wastes and rubbish are promptly and properly removed;
 - (b) immediately make good any damage to the Premises caused by the Licensee;
 - (c) immediately replace all broken glass unless broken by the Council
 - (d) replace all damaged or non-operative light globes and tubes within the Premises;
 - (e) take any steps necessary to control any pest infestation occurring within the Premises and if required by the Council, engage for that purpose a pest exterminator approved by the Council;
 - (f) repair or where appropriate replace heating, lighting, electrical or plumbing fittings installed in the Premises broken or damaged by the Licensee;
 - (g) keep and maintain the waste pipes, drains and water closets within the Premises in a clean, clear and operative condition and employ licensed tradesmen to clear any blockages which may occur therein;
 - (h) keep and maintain gates and fences in good working order;

- (i) keep and maintain in good working order outdoor fixtures and fittings that form part of the Premises, particularly those that relate to the Permitted Use; and
 - (j) remove any trees on the Premises that are damaged or deemed to be unsafe subject to obtaining owner's consent under Council's Tree Preservation Order and Tree Management Policy .
- 6.7 If the Council provides a cleaning service for the Premises, the Council shall not be liable for any loss or damage to the property, business or effects of the Licensee caused or alleged to have been caused by the operators of such service.
- 6.8 The Licensee shall not install or place any heavy item, fixture or fitting which is or is likely to overload the Building.
- 6.9 The Licensee shall (unless otherwise agreed in writing with the Council) remove all alterations, additions or other fixtures installed by the Licensee and make good any damage to the Premises caused by the removal within 14 days of the date the Agreement is Terminated or otherwise comes to an end.
- 6.10 If the Licensee does not comply with clause 6.9:
- (a) the Council may either:
 - (i) remove and store the alterations, additions or other fixtures, fittings or goods the Licensee has failed to remove and the Licensee shall repay on demand all costs and expenses incurred by the Council in so doing, or
 - (ii) notify the Licensee in writing that unless the such removal occurs within 14 days after the date on which the notice is given, then those alterations additions or other fixtures fittings or goods as have not been removed by the Licensee shall be forfeited to the Council and shall at the expiration of the 14 day period become the property of the Council.
 - (b) the Licensee shall pay or allow to the Council by way of liquidated damages a sum equivalent to the Licence Fees and other money payable by the Licensee immediately prior to the termination or end of the Agreement until the date that the requirements of clause 6.9 are met.
- 6.11 The Licensee shall forthwith give notice to the Council of:
- (a) any damage to and of any accident or defects in the Premises or in any of the Services or other facilities provided by the Council in the Premises; and
 - (b) any circumstances likely to occasion any damage or injury occurring within the Premises.

7. INSURANCE AND INDEMNITY

7.1 The Licensee shall keep current at all times during its occupation of the Premises:

- (a) a policy of public risk insurance applicable to the Premises and the activities carried on in the Premises for an amount not less than the amount stated in Item 7 or such higher amount as the Council may from time to time require. The policy shall indemnify the Council in respect of the Licensee's use of the Premises and have the interest of the Council noted on it; and
- (b) an insurance policy for the full insurable value of all plant fittings and insurable facilities and property in or on the Premises at any time against loss or damage.

Such insurance policies shall be effected with an insurance company approved by and on terms satisfactory to the Council and the Licensee will upon request provide the Council with copies of such policies and/or certificates of currency.

7.2 The Licensee shall not do or permit to be done anything upon the Premises whereby any insurance effected by the Licensee may be rendered void or voidable.

7.3 The Licensee agrees to occupy and use the Premises at the Licensee's risk and releases to the fullest extent permitted by law the Council from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Premises.

7.4 The Licensee shall keep the Council indemnified against all claims actions losses and expenses of any nature which the Council may suffer or incur or for which the Council may become liable in respect of or arising out of:

- (a) the negligent or careless use or misuse of the Premises or any part thereof; and
- (b) any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the Premises to any person or property using or near the Premises arising wholly or in part by reason of any act or omission by the Licensee and/or persons under its control.

The Licensee's indemnity does not extend to the Council to the extent that the injury/death, loss or damage to the property is caused by a negligent act or omission of the Council.

8. USE OF PREMISES

8.1 The Premises must only be used for the Permitted Use.

8.2 The Licensee must, in its use of the Premises, meet the Minimum Standard.

- 8.3 The Licensee may only use the Premises during the times stated at Item 9. At all other times, the Council may use the Premises or make them available to others at its discretion. The Council will accept responsibility for the Premises as between the Council and the Licensee during times other than those set out in Item 9 where:
- (a) the Council or its authorised hirers are in actual use of the Premises; and
 - (b) the Premises or anything therein are damaged by a cause that is not attributable to the act or omission of the Licensee.
- 8.4 The Licensee acknowledges and agrees that the Council has not warranted or represented that the Premises are or will remain suitable or adequate for any of the purposes of the Licensee and the Licensee shall be deemed to have satisfied itself in that regard prior to entering into this Agreement.
- 8.5 The Licensee shall pay to the proper authorities all charges for Services and should the Licensee make default in payment of such charges the Council may pay the same and recover the amount paid as if the same were licence fees in arrears payable by the Licensee.
- 8.6 The Licensee shall:
- (a) advise the Council of any change in the Licensee's Details;
 - (b) not do anything whereby the working or efficiency of any plant or equipment servicing the Premises may be detrimentally affected;
 - (c) upon termination of this Agreement or such other time as the Agreement comes to an end, deliver to the Council all keys (including any card keys) and other security devices to the Premises;
 - (d) each year within 5 months of 30 June provide the Council with;
 - (i) its audited financial statement for the year ended 30 June; and
 - (ii) a report on the Licensee's activities and services for the year ended 30 June which report shall include the Material Information;
 - (e) comply with all laws affecting the Premises, including (without limitation) the *Occupational Health and Safety Act 2000* and any regulations made thereunder;
 - (f) comply with any notices or orders which may be given by any relevant authority in respect of the Premises or the Licensee's use of the Premises;
 - (g) take reasonable measures to ensure that all off street parking of vehicles of persons occupying or using the Premises from time to time is at all times undertaken in an orderly fashion and without interference with or disturbance to residents in areas near to the Premises;

- (h) take all appropriate security arrangements to secure the Premises from break-ins and damage by vandalism;
- (m) where the Permitted Use is subject to the Council's Outdoor Dining Policy, comply with the policy including all no-smoking requirements therein;
- (n) ensure that no damage or negative impact will occur in the surrounding areas by virtue of any actions or activities undertaken by the Licensee;
- (o) provide to the Council upon reasonable notice such information as the Council reasonably requests in relation to the Material Information and the Minimum Standard (noting that the Licensee's obligations under clause 8.6(d) shall not be affected by this clause 8.6(n)); and
- (p) prior to applying for any funding or grants from funding bodies, inform the Council of the terms of the application.
- (q) comply with Council's Smoke Free Workplace Policy which prohibits smoking within the confines of all City of Ryde buildings as well as within 10 metres of entrances to City of Ryde buildings.

8.7 The Licensee shall not:

- (a) use the Premises or any fixtures or fittings in the Premises or permit them to be used other than for their designed purposes;
- (b) store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the Permitted Use or items such as barbecue gas bottles in reasonable quantities);
- (c) do or permit to be done on the Premises anything which may become a nuisance or disturbance, obstruction or cause of damage whether to the Council or to other users of the Premises in any noisy noxious or offensive manner;
- (d) obstruct or interfere with any of the entrances;
- (e) without the Council's prior written approval, permit alcohol to be sold or consumed on the Premises; and
- (f) without the Council's prior written approval, make any application for a liquor licence under the Liquor Act or install or permit to be installed any gambling poker or amusement machine or the like on the Premises.

8.8 The Licensee shall on signage to be displayed on the Premises acknowledge the Council's ownership of the Premises in a form approved by the Council.

8.9 The Licensee shall in any literature it produces in relation to its use of the Premises acknowledge the support and subsidisation it has received from the Council.

9. APPROVALS

- 9.1 The Licensee will at its own expense obtain all necessary approvals and consents from all competent authorities for the Permitted Use and any fit-out work the Licensee proposes to make to the Premises.
- 9.2 The Licensee must submit to the Council all plans and specifications regarding the Licensee's proposed fit-out and must obtain the Council's written consent (such consent not to be unreasonably withheld by the Council) prior to lodging any application for approval for the proposed works with the relevant authorities.
- 9.3 The Licensee will ensure that, in the fitting out of the Premises, it complies with the provisions of all laws affecting or concerning the same.

10. RIGHTS RESERVED BY COUNCIL

- 10.1 The Council reserves the right to use maintain and repair all Services and/or associated fixtures and fittings passing through the Premises.
- 10.2 The Council shall have the right (but not the obligation) to enter upon the Premises with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):
- (a) to enter and view the state of repair of the Premises and to ascertain whether or not there has been any breach of the terms of this Agreement;
 - (b) to carry out repairs or other works to the Premises or any Services;
 - (c) to execute any work required to remedy a defect which is the Licensee's duty to repair if the Licensee has not within 21 days of the date of receipt by the Licensee of written notice from the Council requiring such defect to be repaired taken steps to remedy the defect and without prejudice to other remedies the Council may recover the costs of such repairs from the Licensee forthwith on demand;
 - (d) to comply with the terms of any law affecting the Premises or of any notice served on the Council or Licensee by any competent authority for which the Licensee is not responsible under this Licence;
 - (e) in the event the Premises are either destroyed or damaged, to rebuild or restore; and
 - (f) to carry out any repairs alterations or other works to the utility or other services provided to the Premises or the Licensee,

provided always in exercising such rights the Council shall use its best endeavours to minimise any disturbance to the Licensee in its occupation and use of the Premises.

10.3 The Council may at any time without notice elect to remedy any default by the Licensee under this Licence and whenever the Council so elects all costs and expenses incurred by the Council (including legal costs and expenses) in remedying such default shall be paid by the Licensee to the Council forthwith on demand.

10.4 The Council shall have the right to require the Licensee to perform from time to time fire drills and observe all necessary and proper emergency evacuation procedures and the Licensee shall cooperate with the Council in performing such drills and procedures provided that in requiring the Licensee to carry out such drills and procedures the Council shall use its best endeavours to minimise any disturbance thereby caused to the Licensee in its occupation and use of the Premises.

11. TERMINATION

11.1 Each obligation of the Licensee to pay money and its obligations under Clauses 6, 7 and 8 are essential terms of this Agreement. Other obligations under this Agreement may also be essential terms.

11.2 The Council may terminate this Agreement by giving the Licensee notice or by re-entry if the Licensee:

- (a) repudiates its obligations under this Agreement; or
- (b) does not comply with an essential term of this Agreement; or
- (c) does not comply with an obligation under this Agreement (which is not an essential term) and, in the Council's reasonable opinion:
 - (i) the non-compliance can be remedied, but the Licensee does not remedy it within a reasonable time after the Council gives the Licensee notice to remedy it,
 - (ii) the non-compliance cannot be remedied or compensated for, or
 - (iii) the non-compliance cannot be remedied but the Council can be compensated and the Licensee does not pay the Council compensation for the breach within a reasonable time after the Council gives the Licensee notice to pay it;
- (d) has execution levied against any of its assets;
- (e) (not being a Company) becomes bankrupt or assigns his estate or enters into a deed of arrangement for the benefit of creditors; or
- (f) (being a Company or an incorporated association);
 - (i) goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or reorganisation),

- (ii) is wound up or dissolved,
- (iii) enters or attempts to enter into a scheme of arrangement with its creditors or any class thereof, or
- (iv) is placed under official management;
- (g) has a receiver or manager or a receiver and manager appointed to any of its assets; or
- (h) has an inspector or investigator appointed pursuant to the Corporations Act or any other relevant legislation.

11.3 If this Agreement is terminated under this Clause 11;

- (a) the Licensee indemnifies the Council against any liability or loss arising and any cost incurred (whether before or after termination of this Agreement) in connection with the Licensee's breach of this Agreement and the termination of this Agreement including the Council's loss of the benefit of the Licensee performing its obligations under this Agreement from the date of that termination until the Termination Date; and
- (b) the Council must take reasonable steps to mitigate its loss.

11.4 If the Council re-enters the Premises or terminates this Licence, the Licensee irrevocably appoints the Council to be the attorney of the Licensee to act for it in its name and deed from time to time if and when such Attorney thinks fit for the purpose of giving full effect to the power of re-entry to execute and to procure a release of this Licence and to procure to be done any act matter or thing which may be required to give full effect to the re entry and/or release.

12. COVENANTS BY COUNCIL

12.1 The Licensee, upon paying the licence fees and other moneys payable to the Council and upon performing the Licensee's obligations under this Licence, shall and may peaceably possess and enjoy the Premises during the continuance of this Agreement without any undue interruption or disturbance from the Council or its servants or agents except as otherwise allowed by this Agreement.

13. DAMAGE

13.1 If the Premises cannot be used or are inaccessible, then the Licensee is not liable to pay any amount payable under this Agreement for the period that the Premises cannot be used or are inaccessible.

13.2 If the Premises are still useable but the usability is diminished because of the damage, the Licensee's liability to pay amounts payable under this Agreement is reduced in proportion to the reduction in usability.

- 13.3 If the Council gives the Licensee notice that the Council considers that the damage is such that repairing it is impracticable or undesirable, then either the Council or the Licensee may terminate this Agreement by giving not less than 21 days' notice to the other and no compensation is payable for that termination.
- 13.4 If the Council does not repair damage that is making the Premises unusable or inaccessible (whether in whole or in part) within a reasonable time after the Licensee gives the Council a notice asking it to do so, the Licensee may terminate this Agreement by giving 21 days' notice to the Council.
- 13.5 This Clause 13 does not affect any rights the Council may have if the damage is caused or contributed to by the act, negligence or default of the Licensee.
- 13.6 This Clause 13 does not oblige the Council to restore or reinstate the Premises.

14. COSTS

- 14.1 In connection with this Agreement and any document or matter in connection with it, the Licensee must pay promptly:
- (a) for everything it must do;
 - (b) all stamp duty and registration fees; and
 - (c) on demand, the Council's reasonable costs (including legal costs), charges and expenses including those for negotiating, preparing, executing, stamping, registering, obtaining any consents the Council must obtain before giving approvals, considering requests for approvals and exercising rights.

15. NOTICES

- 15.1 Any notice or other document required to be given or served under this Agreement may be given or served:
- (a) in any manner mentioned in sub-sections (a)(b) or (d) of Section 170 of the Conveyancing Act, 1919;
 - (b) by facsimile transmission; or
 - (c) by means of any document exchange service of which the party to be served is a member and any notice or other document shall when given or served by the methods mentioned in this sub-clause (c) be deemed to have been given or served and received by the other party one (1) day after the date of delivery at the document exchange.

by reference to the Licensee's Details or the Council's Details as the case may be.

In the case of any notice or document required to be served or given by the Council the same may be signed on behalf of the Council by its General Manager, group manager, manager, property manager, assistant property manager, director or solicitor employed or engaged by the Council.

16. BANK GUARANTEE

- 16.1 If there is an amount stated in Item 12, then this Clause 16 applies.
- 16.2 On or before the Commencing Date, the Licensee must deliver the Bank Guarantee to the Council.
- 16.3 If the Licensee does not comply with any of its obligations under this Agreement (including any extension or holding over) which causes financial loss or expense on the Council's part, the Council may call on the Bank Guarantee without notice to the Licensee.
- 16.4 If the Council calls on the Bank Guarantee or the Licence Fee is increased, then no later than 7 days after the Council gives the Licensee a notice asking for it, the Licensee must deliver to the Council a replacement or additional Bank Guarantee so that the amount guaranteed is the amount in Item 12.

17. SECURITY DEPOSIT

- 17.1 If there is an amount stated in Item 13, then this Clause 17 applies.
- 17.2 On or before the Commencing Date, the Licensee must pay to the Council the amount stated in Item 13 as a security deposit to secure the due performance of the Licensee's obligations under this Agreement.
- 17.3 If the Licensee does not comply with any of its obligations under this Agreement (including any extension or holding over) which causes expense to the Council, the Council may apply the whole or part of the Security Deposit to meet the outstanding liability.
- 17.4 If the Council applies part or all of the Security Deposit in accordance with subclause 17.3, or the Licence Fee is increased, then no later than 7 days after the Council gives the Licensee a notice asking for it, the Licensee must pay to the Council additional monies so that the Security Deposit is the amount stated in Item 13.

18. GUARANTEE AND INDEMNITY

- 18.1 If there is a name in Item 14, then this Clause 18 applies.
- 18.2 The Guarantor gives this guarantee and indemnity in consideration of the Council agreeing to enter into this Agreement and acknowledges that this guarantee and

indemnity is a continuing security and is not discharged by any one payment. The Guarantor acknowledges the receipt of valuable consideration from the Council for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

18.3 The Guarantor unconditionally and irrevocably guarantees to the Council the due and punctual performance and observance by the Licensee of its obligations:

- (a) under this Agreement, and
- (b) in connection with its occupation of the Premises including the obligations to pay money.

and irrevocably indemnifies the Council against all liability or loss arising from, and any costs, charges or expenses incurred in connection with, a breach by the Licensee of this Agreement, including a breach of the obligations to pay money. It is not necessary for the Council to incur expense or make payment before enforcing that right of indemnity.

18.4 The Guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full (both dates inclusive). Accumulated interest is payable at the end of each month. The interest rate to be applied to each daily balance is the Interest Rate.

18.5 The Guarantor waives any right it has of first requiring the Council to commence proceedings or enforce any other right against the Licensee or any other person before claiming under this guarantee and indemnity.

18.6 The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or debtor and the rights of the Council under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:

- (a) the Council granting time or other indulgence to, compounding or compromising with or releasing the Licensee;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Council;
- (c) any transfer of a right of the Council;
- (d) any variation, assignment, extension or renewal of this Agreement;
- (e) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor; or
- (f) any change in the Licensee's occupation of the Premises.

18.7 The Guarantor may not without the Council's prior written approval:

- (a) raise a set-off or counterclaim available to it or the Licensee against the Council in reduction of its liability under this guarantee and indemnity,
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Council in connection with this Agreement,
- (c) make a claim or enforce a right against the Licensee or its property, or
- (d) prove in competition with the Council if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Licensee or the Licensee is otherwise unable to pay its debts when they fall due,

until all money payable to the Council in connection with this Agreement is paid.

18.8 If a claim that a payment to the Council in connection with this Agreement or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then the Council is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not occurred.

18.9 The Guarantor agrees to pay or reimburse the Council on demand for:

- (a) the Council's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity including, but not limited to, legal costs and expenses on a full indemnity basis, and
- (b) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.

Money paid to the Council by the Guarantor must be applied first against payment of costs, charges and expenses under this Clause 18.9 then against other obligations under this guarantee and indemnity.

19. GOODS AND SERVICES TAX

19.1 In this clause 19:

- (a) the expressions "consideration", "GST", "input tax credit", "supply", and "tax invoice" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("GST Act");
- (b) "Recipient" in relation to a supply, means an entity to which the supply was made under this Agreement;

(c) "Supplier" means the entity which makes a supply to the Recipient under this Agreement.

19.2 If the Supplier is liable to pay GST on any supply made under or in connection with this Agreement, the Supplier will increase the consideration otherwise payable by the Recipient, by an amount equal to the GST paid or payable by the Supplier.

19.3 Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this Agreement.

19.4 If any consideration payable by the Recipient to the Supplier under this Agreement constitutes a reimbursement of any amount, cost or expense incurred by the Supplier on behalf of the Recipient, then such consideration will be the GST inclusive amount the Supplier so incurred.

19.5 Apart from this clause, all consideration or payments to be made by the Recipient under this Agreement are expressed or calculated exclusive of GST.

REFERENCE SCHEDULE

Item 1	Licence Fee \$## [INSERT AMOUNT] per annum by equal monthly instalments of \$## [INSERT AMOUNT] payable in advance
Item 2	Licence Fee Day 1 st day of each month
Item 3	Dates and Percentages of Fee Increases On each date set out below, the increase is to be a set rent increase of ##% [INSERT AMOUNT] or the Consumer Price Index current at that date whichever is the greater – ## [INSERT DATE(S)]
Item 4	Commencing Date ## [INSERT DATE]
Item 5	Termination Date

[INSERT DATE]

Item 6 Outgoings' Percentage

##% [INSERT AMOUNT]

Item 7 Public Liability Insurance

\$20 million

Item 8 Permitted Use

[INSERT DETAILED DESCRIPTION OF PERMITTED USE]

Item 9 Access Hours

[INSERT HOURS]

Item 10 Redecoration Dates

On the date upon which the Term expires or this Agreement is otherwise terminated.

Item 11 Council's Details

Address: Civic Centre
1 Devlin Street
RYDE NSW 2112

Locked Bag 2069
NORTH RYDE NSW 1670

DX 8403 RYDE

Telephone: ##

Facsimile: ##

Attention: ##, [INCLUDE POSITION]

Licensee's address for Service

Address: ##

Telephone: ##

Facsimile: ##

Attention: ## [INCLUDE POSITION]

Item 12 Bank Guarantee

An amount equal to ## [INSERT AMOUNT] months of Licence Fees (being \$## [INSERT AMOUNT] as at the commencement of this Lease)

Item 13 Security Deposit

\$## [INSERT AMOUNT]

Item 14 Guarantors

[INSERT NAME(S) AND DETAILS]

Item 15 Material Information

[DESCRIBE INFORMATION TO BE PROVIDED BY LICENSEE]

Item 16 Interest Rate

[INSERT RATE]

Item 17 Minimum Standard

[SPECIFY CRITERIA WHICH THE LICENSEE IS EXPECTED TO MEET]

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED ON)
BEHALF OF THE COUNCIL OF THE CITY)
OF RYDE by Michael Whitaker under Power of)
Attorney Book 4523 No.726 in the presence of:)

.....
Michael Whitaker

.....
Witness

[INSERT EXECUTION CLAUSE FOR LICENSEE]

COMMUNITY BUILDINGS (LICENSED) MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made between City of Ryde Council (Licensor) and (INSERT ORGANISATION NAME & ADDRESS) (1st Licensee) and (INSERT ORGANISATION NAME & ADDRESS) (2nd Licensee) over the premises at [INSERT BUILDING AND ADDRESS] for the period from / / to / / [INSERT MOU PERIOD]

Purpose

1. The City of Ryde provides subsidised rental accommodation to many community based not for profit groups allowing occupation in community buildings. In order to ensure high levels of access and utilisation of all community buildings Council encourages the co-location of services into community buildings. This co-location arrangement also provides opportunities for increased partnering between services and provides an improved and more holistic model of service delivery to better meet the needs of the community.
2. The 1st Licensee and the 2nd Licensee occupy the premises under separate licences from the Licensor.
3. The licence agreements entered into by each Licensee provides occupation of the premises by each Licensee in specific areas at specific times.
4. This MoU is a partnering agreement between the Licensees to enable them to co-locate in the premises.

In the Community Buildings Licensing policy Council has identified key principles and objectives for the effective management of Council's licensed community buildings. These principles and objectives will be the basis for the implementation of this MoU.

THE PARTIES HEREBY AGREE:

1. Fees and Charges

- 1.1. The amount of licence fees to be paid by each Licensee is mentioned in the respective licence agreements.
- 1.2. Other charges, such as outgoings/operating expenses need to be apportioned between the Licensees as agreed and calculated based on area occupied and time the premises are used.
- 1.3. The 1st Licensee will be responsible for % of all outgoings/operating expenses for the premises.
- 1.4. The 2nd Licensee will be responsible for % of all outgoings/operating expenses for the premises.

2. Schedule of Use

2.1. The schedule of use for the community building has been agreed to as follows:

1st Licensee - Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday (DELETE WHICHEVER DAYS ARE NOT APPLICABLE) between the hours of and .

2nd Licensee - Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday (DELETE WHICHEVER DAYS ARE NOT APPLICABLE) between the hours of and .

Use of the premises by either Licensee outside the above hours requires the agreement of the Licensor.

2.2. Use of the premises by the Licensees will be limited to the areas shown in the attached plan.

2.3. The Licensor will have the right to allow other groups/users to access the building at any time outside of the hours detailed in clause 2.1.

2.4. Should the Licensor receive requests for the following types of use the Licensee will be informed of such use by the Licensor:
(INSERT TYPES OF USES)

2.5. The Licensor will inform the Licensees by email of any use of the premises by others that may impact upon either Licensees' use of the premises.

3. Safety and Security

3.1. Safety and security for Licensees, Council and users of the community buildings is important. The following safety and security procedures apply to the premises.

3.2. Swipe cards / keys have been issued to the following representatives:

1st Licensee:

2nd Licensee:

If Licensees require any extra keys they must notify Council to ensure it is listed on the key register. Loss of any key/swipe card should be reported immediately to Council.

3.3. Access by each Licensee is limited to the schedule of hours outlined in each licence arrangement and shown in clauses 2.1 and 2.2 of this agreement.

3.4. Additional security in addition to that normally provided will comprise (FULL DETAILS ARE TO BE INCLUDED HERE). Such may require the payment of an additional fee by the Licensee requesting the additional security.

3.5. Each Licensee is responsible for the security of its own equipment that is not part of the shared resources of the premises.

4. Insurance

4.1. Council is responsible for insuring all community buildings.

4.2. Contents and public liability insurances will be the responsibility of all Licensees relevant to their use. Requirements are covered in the respective licence agreements.

The opportunity may be available for the groups to share the costs of these insurances under one cover or obtain separate cover as required.

5. Maintenance & Cleaning

5.1. Costs to maintain and clean the premises will be shared as part of the outgoings/operating costs covered in clauses 1.2, 1.3 and 1.4.

5.2. Any special maintenance or cleaning needs, in addition to that normally provided, will be the responsibility of the Licensee and any additional costs will need to be paid by the Licensee requesting the additional service.

6. Shared Use of Equipment, Fittings and Facilities

6.1. The use of equipment (eg photocopiers etc, and use of consumables) will be as follows (DECIDED BETWEEN THE LICENSEES):

6.2. Parking arrangements (IF CAR PARKING IS PROVIDED) will be as follows:

7. Parties to agree

7.1. The parties have agreed that partnering opportunities between the Licensees and with Council are to be explored, including the following:

- pooling and sharing resources
- achieving further partnering with a broad range of government, non-government and community stakeholders
- open communication between the Licensees and with Council
- achieving service efficiency, innovation and best practice.

8. Dispute resolution

8.1. The development of the MoU is based on the Licensees and Council working collaboratively to deliver the best outcomes for the community.

8.2. How we resolve conflict:

- By honest and open communication. Problems, faults and changes will be dealt with in a proactive manner; without blame, working towards a common problem solving solution.
- In a timely fashion. The parties provide information and share issues in a timeframe to allow each party to deliver a considered response which does not place the other party in an embarrassing position.
- Hierarchy measures to be employed. Issues are to be addressed at a staff level, then at a management level and if the issue remains unresolved a mediator is to be used (such as Community Justice Centre).

8.3. Discussions should take place at a local level, then escalate to a Corporate level and if required a mediator should be called upon. Discussions between all parties will be documented and forwarded to Council for record keeping purposes.

8.4. If the parties fail to reach agreement on a dispute using the process outlined in clauses 8.2 and 8.3, the Council will determine the matter and will convey the decision to the parties. Such decision will be final and binding on both parties.

8.5. Should there be any inconsistency between the MoU and any licence agreements entered into by the parties, then the licence agreement will prevail.

Definitions

Licence Agreement means the licence agreement that this MoU is attached to.

Plan means the plan attached to this MoU indicating the areas licensed to the licensees.

Premises means that part of the property in Certificate of Title Folio Identifier ###/## [INSERT FOLIO] known as ## [INSERT ADDRESS] as shown on the Plan and includes all fixtures and fittings thereto and other equipment (including plant and equipment) provided by the Council in conjunction therewith.

SIGNED FOR AND ON BEHALF OF THE CITY OF RYDE BY

WITNESSED BY:

.....

[INSERT EXECUTION CLAUSES FOR LICENSEES]

REGISTRATION OF INTEREST TEMPLATE

1. Community Building Details:

BUILDING NAME:	
ADDRESS OF BUILDING:	
LICENCE TERM AVAILABLE:	

2. Organisations Details:

ORGANISATION NAME:	
CONTACT PERSON:	
POSITION HELD:	
POSTAL ADDRESS:	
PHONE / FAX:	MOBILE:
EMAIL:	
Type of organisation: (please tick)	Incorporated Association
	Charity
	Other (please list) _____
Organisation managed by: (please tick)	Volunteer Management Committee
	Volunteer Board of Directors
	Paid Board of Directors or Management Structure
	Other Management Structure (please list) _____
Percentage of funding received from the following:	State Government (please list which Department) _____
	Federal Government (please list which Department) _____
	Trusts / Foundations (please list) _____
	Membership Fees
	Fundraising
	Other income (please list) _____
Target area: (please tick)	City of Ryde Local Government Area only
	City of Ryde LGA and other adjoining suburbs
	City of Ryde and other LGA's
	Sydney or wider

Target groups: (please tick the top three)	<input type="checkbox"/>	Children
	<input type="checkbox"/>	Young people
	<input type="checkbox"/>	People with disabilities
	<input type="checkbox"/>	People from Culturally and Linguistically Diverse Backgrounds
	<input type="checkbox"/>	Aboriginal and Torres Strait Islanders
	<input type="checkbox"/>	Women
	<input type="checkbox"/>	Men
	<input type="checkbox"/>	Seniors
	<input type="checkbox"/>	Others (please list)

3. Proposed Use:

Please do not write more than 200 words for each response, feel free to use bullet points. If Council requires further information we will request it from you.

Details of Use

- (a) Please explain the proposed use of the building.
- (b) Please explain the anticipated outcomes and benefits to the community of this proposed use.
- (c) Please explain how many people your proposed use will serve in a year.
- (d) Please explain how this use meets the Council documented social needs of the community.
- (e) Please describe your experience in managing the proposed activities / service.

Meets Policy Principles

- (f) Please describe how you meet the principles outlined in the Community Buildings (Licensed) Management Policy:
 - Servicing our community
 - Capacity Building
 - Inclusiveness
 - Collaboration and Partnerships
 - Equity
 - Responsiveness

Possible Partnerships

- (g) Please identify any groups you wish to co-locate with.
- (h) Please identify any partnership arrangements you currently have.
- (i) Please detail affiliations with local networks and peak bodies.
- (j) Please describe ways you could work in partnership with Council.

Previous Use of a Council Building

- (k) Have you held a licence on this building previously? If yes, please provide details.
- (l) Was this previous licence for the same use and community benefit as outlined above?
- (m) Will you make any changes / improvements to the services you have provided previously?

4. Declaration

I, the undersigned, have the delegated authority to submit a registration of interest for a licence to utilise the community building located at [INSERT ADDRESS] on behalf of [INSERT ORGANISATIONS NAME].

Name:
Position:
Signature: _____
Date:

5. Attachments

Please attach the following:

- Most recent Annual General Meeting Report, including financials
- Brochure on your service (if applicable)
- Copy of business / strategic / sustainability plans

OFFICE USE ONLY

Comments

Assessment Recommendation

- Enter in negotiations for a licence agreement, as only submission received
- Short list for further information required, as numerous submissions received
- Further information / clarification required on information provided

Assessment made on [INSERT DATE], by:

Name:
Position:
Signature: _____

Name:
Position:
Signature: _____

Name:
Position:
Signature: _____

ANNUAL LICENCE REVIEW TEMPLATE

1. Community Building Details:

BUILDING NAME:	
ADDRESS OF BUILDING:	

2. Licence Review Details:

Date Reviewed:	
Organisations Representative:	

3. Licensee's Details:

ORGANISATION NAME:			
CONTACT PERSON:			
POSITION HELD:			
POSTAL ADDRESS:			
PHONE / FAX:		MOBILE:	
EMAIL:			

4. Information Attached:

<input checked="" type="checkbox"/>	Documentation Provided
	Latest Annual Report
	Latest Audited Financial Report
	Copies of Certificates of Insurances covering upcoming year
	List of Executive Members of Management Committee / Board of Directors or other management authority
	Copies of information/publications/literature acknowledging Council's contribution
	List of maintenance undertaken during the year– attach schedule or table

5. Statistical Information:

Please provide a summary of the statistics relevant to your membership / users of your service. This information could be provided for an annual period or by selecting a two week period in the year and collating statistics on this period. If you select a two week period, this must be the same week as selected for the previous Annual Review.

Annual period _____ OR Two week period _____

	Number of users over the last year		Percentage of 0-5 year olds
	Number of males		Percentage of 5-11 year olds
	Number of females		Percentage of 12 – 17 year olds
	Percentage of City of Ryde Residents		Percentage of 17 – 24 year olds
	Percentage of CALD people (please specify)		Percentage of 25 – 40 year olds
			Percentage of 40 – 54 year olds
			Percentage of 55+ year olds
Further comment on membership / users of service			

6. General Information:

- (a) Please outline how you have met the agreed standards of service outlined within your standard licence agreement.
- (b) Please list partnership arrangements you have developed / undertaken over the last year.
- (c) Have you considered or undertaken any steps to expand your service?
- (d) If yes to (c), please detail your communications with Council and the considerations given to the potential impact on the building.
- (e) Please list any changes to your service and the anticipated outcomes and benefits to the community over the last year.
- (f) Please list any funding agreements (who with and terms of agreement).
- (g) Please list any suggested changes to your schedule of use.
- (h) Please list any issues / concerns you have with co-located organisations and any actions that have been taken to resolve issues and concerns as outlined in the Memorandum of Understanding.
- (i) Please list any issues / concerns you have with Council's service and if Council has been advised of these concerns.

7. Declaration

I, [INSERT NAME] the undersigned, have the delegated authority to submit the Annual Review information for the licence of Council's community building located at [INSERT ADDRESS] on behalf of [INSERT ORGANISATIONS NAME].

I acknowledge that Council may request more specific information, and any reasonable requests for further information will be provided promptly.

Name:

Position:

Signature: _____

Date:

OFFICE USE ONLY

Feedback from other co-located services	
Feedback from neighbours / other stakeholders etc	
Feedback from Council staff	
Additional Comments	

Assessment Recommendation

- Continue license as is
- Provision of further information / investigation required on the following issues:
 -
- Concerns with the licence arrangement, specifically relating to the following:
 -
- Follow up actions for Council, include the following:
 -

Follow Up Comments (if required)

Assessment made on [INSERT DATE], by:

Name:

Position:

Signature: _____

Name:

Position:
Signature: _____

Name:
Position:
Signature: _____