

Community Leasing

Terms and Conditions of Tenure Guideline



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1. Definitions

Activity Related Infrastructure means assets and/or equipment, as referred to in Section 16, used by lease or permit to occupy holders for their specific activities.

Affordable housing means housing that is provided at a rental point that is affordable to low and moderate income tenants (generally 75% or less of market value), and is not Social Housing.

Community organisation means:

- (a) an entity that carries on activities for a public purpose; or
- (b) another entity whose primary object is not directed at making a profit.

Council means Moreton Bay Regional Council.

Council controlled land means Council freehold land or land for which Council is the Trustee.

Community Housing Provider means a housing provider registered under the National Regulatory System for Community Housing (NRSCH).

Community leased site means Council controlled land determined by Council as being suitable for the granting of tenure under the provision of its Community Leasing Policy and this Guideline.

Contracted services means the engagement of a third party contractor to deliver services on the lessee's behalf.

Crisis housing means supported emergency or transitional accommodation to people experiencing homelessness or at-risk of homelessness provided by a registered Specialist Homelessness Service.

Improvements means fixed infrastructure constructed on Council controlled land.

Lease means a lease granted in accordance with this policy over Council controlled land, including a trustee lease granted under the *Land Act 1994*.

Permit to Occupy means a non-exclusive contractual right to occupy or use Council owned land without any legal right to exclude all others, and includes a trustee permit to occupy granted under the *Land Act 1994*.

Policy means Council's Community Leasing Policy (No. 2150-079).

Third-party casual hire means non-exclusive, irregular use of a community leased site with no more than 12 occurrences per year.

Third-party regular hire means non-exclusive, regular use of a community leased site with more than 12 occurrences per year.

Specialist Facility means land on which activities conducted by lessees are considered by Council to be specialist or unique in nature or are akin to commercial operations. Examples include, lawn bowl greens, golf courses, showgrounds, historical villages, residential or aged care accommodation and kindergartens.

Social housing means the provision of housing to an individual for residential use by a housing service under the *Housing Act 2003*.

2. Introduction

Council recognises the important contributions that community organisations make in building healthy and active, safe and resilient, creative and connected communities. Council is committed to supporting community organisations to achieve these outcomes through the provision of tenure over Council controlled land.

Council provides tenure to community organisations to support the sustainable delivery of community, cultural, sporting and environmental services to residents of the region. Tenure arrangements provided under Council's Community Leasing Policy (Policy) and this Guideline are subsidised by Council. This subsidy aims to enable community organisations to make their community focused services available and accessible to residents at a lower cost than would otherwise be possible should the organisation be required to purchase or lease land and/or facilities at commercial rates. It is noted however that, with the exception of social, affordable and crisis housing, in instances where a community organisation operates within a commercially competitive sector, the provision of tenure under this policy may not be considered appropriate by Council.

Community organisations who are provided tenure over Council controlled land assume responsibilities for the care of, development and maintenance of their area of tenure. As tenants of public assets, Council expects that all lease and permit to occupy holders understand and meet their obligations under the relevant tenure agreements, and act at all times in the public interest.

This guideline details the core terms and conditions of all tenure arrangements that Council will enter into under the provision of its Community Leasing Policy (2150-079).

3. Tenure eligibility

To be eligible to hold tenure under Council's Community Leasing Policy and this Guideline, the entity must be a Community Organisation meeting all of the following criteria:

- be proposing a use of the land and/or facilities that will, in the Council's sole opinion, provide a significant community, cultural, sporting, recreational or environmental benefit to the Moreton Bay Region and its residents;
- be able to demonstrate its ability to meet all obligations (including financial) under the type of tenure sought; and
- have all necessary insurances as determined by Council and prescribed in the Guidelines (refer Section 11).

4. Types of tenure

Under Council's Community Leasing Policy and this Guideline, Council may grant the following types of tenure to a community organisation* over land and/or facilities determined by Council to be a Community Leased Site.

Tenure Type	Detail												
Lease	<p>Dependent upon the ownership of the land, the following leases may be granted by Council under the Community Leasing Policy and this Guideline:</p> <table border="1"> <thead> <tr> <th>Tenure Sub-type</th> <th>Land Ownership</th> </tr> </thead> <tbody> <tr> <td>Freehold Lease</td> <td>Council freehold land</td> </tr> <tr> <td>Trustee Lease</td> <td>State Government land for which Council is trustee</td> </tr> <tr> <td>Specialist Facility Freehold Lease</td> <td>Council freehold land</td> </tr> <tr> <td>Specialist Facility Trustee Lease</td> <td>State Government land for which Council is trustee</td> </tr> <tr> <td>Social, Affordable and Crisis Housing Freehold Land Lease</td> <td>Council freehold land</td> </tr> </tbody> </table>	Tenure Sub-type	Land Ownership	Freehold Lease	Council freehold land	Trustee Lease	State Government land for which Council is trustee	Specialist Facility Freehold Lease	Council freehold land	Specialist Facility Trustee Lease	State Government land for which Council is trustee	Social, Affordable and Crisis Housing Freehold Land Lease	Council freehold land
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Social, Affordable and Crisis Housing Trustee Land Lease	State Government land for which Council is trustee										
Permit to Occupy	<p data-bbox="485 1010 1442 1135">A permit to occupy provides a community organisation with non-exclusive use of a defined permit area for a specified purpose and term. Permit to occupy areas will generally be defined by building footprints (where applicable) or by the area of open space where the proposed activity is to take place.</p> <p data-bbox="485 1167 1442 1261">This form of tenure will generally be granted in circumstances where Council determines that exclusive use is not required, and/or where the permit area is to be shared between multiple organisations and/or the general public.</p> <p data-bbox="485 1292 1442 1417">Permits to occupy are also granted over sports fields, as this form of tenure provides Council with the required flexibility and access to undertake operational responsibilities (e.g. maintenance), close fields due to weather conditions and ensure that fields are accessible to multiple organisations (where necessary).</p> <p data-bbox="485 1449 1442 1543">Allocated times for use of sports fields may change from season to season and will be determined at the sole discretion of Council, in consultation with relevant community organisations.</p> <p data-bbox="485 1574 1442 1628">Dependent upon the ownership of the land, the following permits to occupy may be granted by Council under the Community Leasing Policy and this Guideline:</p> <table border="1" data-bbox="485 1659 1442 1915"> <thead> <tr> <th data-bbox="485 1659 960 1697">Tenure Sub-type</th> <th data-bbox="960 1659 1442 1697">Land Ownership</th> </tr> </thead> <tbody> <tr> <td data-bbox="485 1697 960 1727">Freehold Permit to Occupy</td> <td data-bbox="960 1697 1442 1727">Council freehold land</td> </tr> <tr> <td data-bbox="485 1727 960 1792">Freehold Sports Field Permit to Occupy</td> <td data-bbox="960 1727 1442 1792">Council freehold land</td> </tr> <tr> <td data-bbox="485 1792 960 1856">Trustee Permit to Occupy</td> <td data-bbox="960 1792 1442 1856">State Government land for which Council is trustee</td> </tr> <tr> <td data-bbox="485 1856 960 1915">Trustee Sports Field Permit to Occupy</td> <td data-bbox="960 1856 1442 1915">State Government land for which Council is trustee</td> </tr> </tbody> </table>	Tenure Sub-type	Land Ownership	Freehold Permit to Occupy	Council freehold land	Freehold Sports Field Permit to Occupy	Council freehold land	Trustee Permit to Occupy	State Government land for which Council is trustee	Trustee Sports Field Permit to Occupy	State Government land for which Council is trustee
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* In some circumstances, as determined by Council, tenure arrangements may be provided to community organisations outside of this policy.

5. Length of tenure

The length of tenure provided by Council under the Community Leasing Policy and this Guideline will be dependent upon various factors, including but not limited to:

- the type of tenure sought;
- the ownership of the land where the tenure is sought (i.e. Council freehold land or State government land held in trust by Council);
- the demonstrated experience and sustainability of the community organisation in delivering the intended services to the community; and
- the extent to which the community organisation can demonstrate its ability to meet the obligations associated with the type of tenure sought.

The table below details the standard length of tenure that Council will provide under the Community Leasing Policy and this Guideline for the various tenure types detailed above. However, in circumstances where a community organisation has not previously held tenure over Council controlled land, or for other reasons as determined by Council, shorter lengths of tenure may be provided. For example, with the exception of Social, Affordable and Crisis Housing Land Leases, newly established community organisations and those unfamiliar to Council will generally be provided with up to 5 years for their first term of tenure.

Tenure Type	Tenure Sub-type	Tenure Length	Notes
Lease	Freehold lease	Up to 10 years*	Council will not grant options to extend leases. All expiring leases will be considered by Council for renewal in accordance with Council's Community Lease Renewals Directive (2160-024).
	Trustee lease	Up to 10 years*	Council will not grant options to extend leases. All expiring leases will be considered by Council for renewal in accordance with Council's Community Lease Renewals Directive (2160-024).
	Specialist Facility Freehold Lease	Up to 10 years*	Council will not grant options to extend leases. All expiring leases will be considered by Council for renewal in accordance with Council's Community Lease Renewals Directive (2160-024).
	Specialist Facility Trustee Lease	Up to 10 years*	Council will not grant options to extend leases. All expiring leases will be considered by Council for renewal in accordance with Council's Community Lease Renewals Directive (2160-024).
	Social, Affordable and Crisis Housing Land Lease - Freehold	Up to 50 years**	Council will not grant options to extend leases. All expiring leases will be considered by Council for renewal in accordance with Council's Community Lease Renewals Directive (2160-024).
	Social, Affordable and Crisis Housing Land Lease - Trustee	Up to 30 years	Council will not grant options to extend leases. All expiring leases will be considered by Council for renewal in accordance with Council's Community Lease Renewals Directive (2160-024).
Permits to Occupy	Freehold permit to occupy	Up to 10 years*	Where a freehold permit to occupy is ancillary to a freehold lease, the length of tenure provided will generally be aligned with the length of tenure prescribed under the lease.
	Freehold sports field permit to occupy	Up to 1 year	Sports field permits to occupy are generally provided on a seasonal basis to enable Council to schedule and undertake field maintenance, and to appropriately

			manage changes in the usage requirements of the various permit holders.
	Trustee permit to occupy	Up to 3 years	Under the Land Act 1994, Council is not permitted to grant permits of occupy over State Government land held in trust by Council for a period exceeding 3 years.
	Trustee sports field permit to occupy	Up to 1 year	Sports field permits to occupy are generally provided on a seasonal basis to enable Council to schedule and undertake field maintenance, and to appropriately manage changes in the usage requirements of the various permit holders.

* In exceptional circumstances, as determined by Council, lengths of tenure exceeding these provisions may be considered.

** Longer tenure terms may be considered for Social, Affordable and Crisis Housing Land Leases where essential to the viability of the project.

6. Fees and charges

6.1 Annual rental

Tenure arrangements granted to community organisations under Council's Community Leasing Policy are provided at subsidised rates. Annual tenure rental fees, where applicable, are set by Council annually as part of its [Schedule of Fees and Charges](#) and may be subject to change. As at 1 July 2023, the following annual rental fees apply:

- Leases - \$1 per annum, payable on demand by Council;
- Permits to Occupy - Nil.

6.2 Rates and charges

Excluding a Social, Affordable and Crisis Housing Land Leases, Council will pay the following rates and charges relating to the lease or permit to occupy area:

- Council issued rates and charges (including general waste); and
- Unitywater issued charges for water and sewerage services.

6.3 Tenure document preparation fees

For tenure arrangements granted by Council under the Community Leasing Policy, Council will meet the costs associated with:

- tenure document preparation;
- site survey fees; and
- tenure document registration fees (where applicable).

6.4 Other fees and charges

The lease or permit to occupy holder is solely responsible for all other rates, taxes, levies, impositions and other charges in respect of the lease or permit to occupy area including, but not limited to:

- electricity, including field lighting and associated infrastructure;
- telephones, including associated infrastructure;
- internet / data, including associated infrastructure;
- insurances (refer Section 11 below for exceptions);
- pay television, including associated infrastructure;
- trade waste; and
- licencing (food, liquor, gaming etc.).

7. Requests for tenure

The Moreton Bay Region is fortunate to have over 1,000 community organisations providing an extensive and diverse suite of services to residents of the region. Accordingly, demand by community organisation for access to Council controlled land generally exceeds the land and facilities that Council is able to make available for this purpose.

Community organisations seeking tenure must complete a *Request for Tenure Enquiry Form*. This form will subsequently be assessed and considered by Council, and feedback provided to the enquiring organisation with respect to any potential tenure opportunities.

Generally, for Council controlled land made available as a community leased site, an Expression of Interest (EOI) process is conducted to identify and determine the most suitable tenant of the facility and/or parcel of land. In some instances, Council may target EOIs towards particular community organisation types or particular service / use types which align with Council's intended activation of the site.

All applications received under an EOI process will be assessed by Council with the view to select a suitable tenant. However, if a suitable tenant is not identified, Council retains the right, at its sole discretion, not to grant tenure to any applicant.

8. Tenure documentation

Council will prepare lease and permit to occupy documents which reflect the provisions of Council's Community Leasing Policy and these Guidelines.

After a lease or permit to occupy has been issued to a community organisation for signing, the organisation must return all copies of the original signed tenure documents to Council within thirty (30) days and/or prior to the commencement of tenure. The documents will then be executed by Council's delegated officer and one original copy will be returned to the community organisation.

9. Permitted use

All tenure arrangements entered into by Council will be for a specific purpose and must deliver community, cultural, sporting or environmental benefits to residents of the region. The permitted use(s) associated with each tenure arrangement will be generally defined in the relevant tenure documentation executed between Council and the community organisation. Any uses other than those specified in the tenure documentation must be approved by Council.

Informal or unapproved occupation of Council controlled land by a community organisation is not permitted.

Council encourages lease and permit to occupy holders to consider strategies that optimise the use, activation and overall community benefit achieved from community leased sites. These strategies may include entering into sublease arrangements with other eligible community organisations, and/or hiring out facilities during down-times to third parties for the delivery of community focused services and activities. To follow are the parameters within which such arrangements may be initiated.

9.1 Subleasing

Excluding a Social, Affordable and Crisis Housing Land Lease, a lease holder (head lessee) must obtain Council's written consent prior to subleasing or otherwise exclusively providing the use and occupation of all or any part of the lease area to another party. Council may, at its sole discretion, approve, approve with conditions or refuse any application for such consent.

In circumstances where Council provides consent to a head lessee to enter into a sublease arrangement, the following conditions will apply:

- with the exception of Social, Affordable and Crisis Housing Land Leases, the sublessee must be an eligible community organisation under the provisions of Council's Community Leasing Policy and this Guideline;

- the use of the sublease area must be in accordance with the Council's Community Leasing Policy and this Guideline;
- the use must be ancillary and/or complimentary to the permitted use identified in the head lease; and
- with the exception of Social, Affordable and Crisis Housing Land Leases, fees charged by the head lessee to the sublessee must be for the recovery of costs associated with the sublessee's use of the premises only.

The head lessee is solely responsible for all costs associated with a sublease, including but not limited to tenure document preparation and registration (where applicable) and all other lessee responsibilities as detailed in the head lease.

9.2 Third-party hire of facilities

Excluding with the exception of Social, Affordable and Crisis Housing Land Leases, lease holders may make the lease area available to third-party hirers under the following conditions:

- The hire arrangement is ancillary and/or complimentary to the permitted use of the lease area, and does not reduce or negatively impact the use for which the lease has been granted by Council;
- The third-party is not provided with exclusive use of the area. Such arrangements would require Council approval for a sublease (refer 9.1 above);
- The use does not adversely impact on neighbouring properties; and
- The third-party hire meets all legislative requirements and is a permissible use under the relevant building and town planning regulations.

Third-party casual hire that meets the above requirements do not require the written consent of Council. However, Third-party regular hire requires the written consent of Council. Council may approve, approve with conditions or refuse any such application. Generally, third-party regular commercial hire of a community leased facility is not supported.

Council retains the right, at its sole discretion, to discontinue any third-party hire arrangement within a leased facility via written request to the head lessee.

9.3 Contracted services

Lease holders may engage third party contractors to deliver services on the lessee's behalf under the following conditions:

- The contracted service is ancillary and/or complimentary to the permitted use of the lease area, and does not reduce or negatively impact the use for which the lease has been granted by Council;
- The contractor is offering services to the organisation and its patrons only as part of the arrangement and is not intended to provide direct services to the external public;
- Excluding a Social, Affordable and Crisis Housing Land Lease, the contractor is not engaged to manage a significant proportion of the lease holder's facility and /or associated operations;
- The contractor is not provided with exclusive use of the area. Such arrangements would require Council approval for a sublease (refer 9.1 above);
- The use does not adversely impact on neighbouring properties; and
- The contractor and its services meet all legislative requirements and is permissible under the relevant building and town planning regulations.

The engagement of contracted services that do not meet the above requirements will require the prior written consent of Council.

Council retains the right, at its sole discretion, to request that the head lessee discontinue any contracted services within a leased facility that do not meet the above criteria.

9.4 Use of sports fields

Sports fields and surrounding areas are maintained by Council to ensure a high standard of playing surfaces is provided to user groups and to enable casual use of the areas by members of the public (where appropriate).

Accordingly, sports fields and surrounding areas will not generally be subject to exclusive use lease arrangements, however may be subject to permit to occupy tenure which prescribe the days and times of approved use by the relevant community organisations. In some instances, prescribed days and times of approved use may be determined by an overarching Development Approval for the site.

All formalised sports field usage outside of the days and times prescribed in permits to occupy will be managed directly by Council as casual sports field bookings.

9.5 Liquor and gaming licences

Council's consent as owner or trustee of the land is required for any application for a liquor licence or permit or gaming licence with the Office of Liquor and Gaming Regulation.

10. Tenure compliance

10.1 Tenure agreements

Use of a community leased site is only permissible by a community organisation where an executed agreement is in place i.e. a current lease, permit to occupy or other use approval. Informal and/or unapproved occupation of Council controlled land is not permitted.

By entering into a tenure arrangement over Council controlled land, community organisations accept and must comply with all conditions of the lease or permit to occupy. Non-compliance with the terms and conditions of a tenure agreement may result in termination of the agreement by Council, or discontinuation of tenure at the conclusion of the relevant term.

10.2 Compliance with relevant legislation and policies

All lease and permit to occupy holders are responsible for ensuring that they operate in accordance with all relevant legislation, regulations and policies. Non-compliance in this regard may result in the termination of tenure agreements by Council, or discontinuation of tenure arrangements at the conclusion of the relevant term.

11. Insurance

Excluding a Social, Affordable and Crisis Housing Land Lease, and unless expressly indicated in a tenure agreement, Council will generally insure all fixed infrastructure within a lease or permit to occupy area, with the exception of Activity Related Infrastructure (which will be the responsibility of the lease or permit to occupy holder).

The lease or permit to occupy holders will be responsible for maintaining all other insurance policies relevant to their operations. These may include, but not be limited to:

- contents insurance;
- public liability insurance (mandatory tenure eligibility requirement. Refer Section 3);
- professional indemnity insurance;
- insurance for activity related infrastructure;
- insurance for specialised surfaces;
- workers compensation insurance; and
- volunteers insurance.

Council may request evidence of insurance policy coverage at any time.

12. Workplace health & safety

Lease and permit to occupy holders are responsible for Workplace Health and Safety (WH&S) matters in relation to the lease or permit to occupy areas. Lease and permit to occupy holders must appropriately manage all risks to ensure that its members, spectators, guests, hirers and the public are kept safe at all times.

13. Improvement works to lease and permit to occupy areas

Excluding a Social, Affordable and Crisis Housing Land Lease, under Council's Community Leasing Policy, the lessee and/or the permit to occupy holder is required to seek Council's written consent before undertaking improvement works within and/or associated with a lease or permit to occupy area. This section details those requirements.

13.1 Approval requirements

Approvals to undertake improvement works are sought via the lodgement of an Improvement Works Application to Council.

Improvement Works Applications may be approved with conditions or declined by Council at its sole discretion.

Following consent being received, lease and permit to occupy holders must advise Council in writing upon the completion of the relevant improvement works. Further information regarding the Improvement Works Application process may be found on Council's website.

13.2 Unapproved and non-conforming improvements

Where improvements works to a lease or permit to occupy area have been undertaken without Council's express approval (excluding a Social, Affordable and Crisis Housing Land Leases), Council may require the lease or permit to occupy holder to either remove the improvement at the lease or permit to occupy holder's expense, and/or immediately cease utilising the area.

In circumstances where Council becomes aware of an improvement within a lease or permit to occupy area that is non-conforming with relevant building or legislative standards, or is unsafe, Council may require the lease or permit to occupy holder to immediately cease use of the premises. Council may also require the lease or permit to occupy holder to undertake the required rectification works to return the premises to compliance.

13.3 Ownership and removal of improvements

Excluding a Social, Affordable and Crisis Housing Land Leases, all improvements to Council controlled land are deemed the lawful property of Council, even though the lease or permit to occupy holder may control the improvements during the term of tenure.

Council's written consent must be obtained before any improvement is removed from the land.

14. Building and facility maintenance

Excluding Social, Affordable and Crisis Housing Land Lease, under Council's Community Leasing Policy, the maintenance of buildings and facilities located within lease and permit to occupy areas is generally a shared responsibility between Council and the relevant lease or permit to occupy holders. This section details the separation of those responsibilities.

14.1 Social, Affordable and Crisis Housing Land Lease holder responsibilities

The Social, Affordable and Crisis Housing Land Lease holder is solely responsible for all costs of maintaining, repairing and replacing all improvements within, and/or associated with, the land lease area.

14.2 Specialist Facility Lease holder responsibilities

The Specialist Facility lease holder is solely responsible for all costs of maintaining and replacing all improvements within, and/or associated with, the Specialist Facility lease area, including structural building elements.

It is recognised that repairs/replacements associated with structural building elements and renewal may come at a significant cost to lease holders. Accordingly, Council officers will initially work with Specialist Facility lease holders, where required, to seek external funding for some or all repair/replacements costs. Council may also at its sole discretion, provide direct assistance in the repairs/replacements associated with structural building elements.

14.3 Lease or permit to occupy holder responsibilities

Excluding Social, Affordable and Crisis Housing Land Leases and Specialist Facilities Leases, the lease or permit to occupy holder is solely responsible for the costs of maintaining and replacing all improvements within, and/or associated with, the lease or permit to occupy area, with the exception of those items identified in Section 14.4 below. These costs include:

Description	Details
Electrical	Includes but is not limited to field lighting; security lighting; and monthly testing of Residual Current Devices (RCDs).
Cleaning	Includes, but is not limited to gutters; grease traps; and all internal and external building surfaces.
Plumbing	Includes, but is not limited to sewage, water reticulation drainage and gas.
Carpentry	Non-structural internal and external maintenance including but not limited to fascia boards, doors, door frames, and skirting boards.
Fittings and fixtures	Includes, but is not limited to lights; tapware; floor coverings; handles; hot water systems; and toilet cisterns.
Fire services	Includes, but is not limited to provision and updating of fire evacuation drawings; maintenance of fire evacuation practice records; and payment of Queensland Fire and Rescue callout charges.
Security and access	Includes, but is not limited to keys; security lighting; Closed Circuit Television (CCTV); security alarms systems; and window bars and grills.
Pest control	Includes, but is not limited to rodents, reptiles and all other pests.
Grounds maintenance	Includes, but is not limited to mowing, gardens beds and general grounds maintenance associated with open space areas within lease areas.
Signage	Includes, but is not limited to club signage, scoreboards, sponsorship signage.
Miscellaneous	Includes all other items not referenced Sect. 14.4 - Council Responsibilities.

Council reserves the right to conduct lease area inspections and building condition audits on all community leased sites, with the exception of Social, Affordable and Crisis Housing Land Leases. Where items requiring maintenance and/or replacement are identified, Council will notify tenants of those items and request that they be rectified within a specified timeframe.

Should the lease or permit to occupy holder not undertake the maintenance and/or replacement as identified in the notification within the designated timeframe, Council may complete the required works and issue an invoice to the lease or permit to occupy holder for the cost of the works.

All lease or permit to occupy holders must engage registered and suitably qualified tradespeople to undertake maintenance and replacement works where required, for example, when completing electrical works.

14.4 Council responsibilities

Excluding Social, Affordable and Crisis Housing Land Leases and Specialist Facilities Leases, Council will be responsible for the cost of maintaining and replacing what is determined to be structural building elements. These costs include:

Description	Details
Building foundations	Includes slabs; footings; piers/piles/columns/stumps; bracing and anchorage.
Sub floor framing members	Includes framing to support the main floor surface.

Description	Details
Roofing	Includes roof frames; trusses and roof coverings (e.g. roof tiles, metal sheeting, etc).
Load bearing walls	Includes all load bearing walls including bracing walls (excludes cladding).
Stairs and ramps	Includes stairs and ramps that are not associated with Activity Related Infrastructure, including handrails, balustrades and landings.
Decks / patios	Includes only those structural elements carrying live or dead loads e.g. decking boards, framing, posts, bearers, joists and handrails (excludes cleaning and polishing).

Excluding a Social, Affordable and Crisis Housing Land Leases and Specialist Facilities Leases, Council will also be responsible for the cost of the following specific items, as relevant to the lease or permit to occupy area:

Description	Details
RCD testing	Testing of RCDs as specifically required under legislation.
Fire services	Includes prescribed fire exit doors and associated hardware; smoke detectors; emergency lights; exit lights; fire alarm panels; and fire extinguishers and hoses (unless associated with misuse by the tenant).
Water supply	Includes supply of reticulated water; and/or tank water. Excludes supply of water for agricultural or horticultural purposes.
Plumbing	Includes Backflow prevention testing only as specifically required under legislation (also known as RPZ Valve inspections).
Rectification of vandalism	Excluding vandalism of Activity Related Infrastructure.
Switchboards	Includes replacement of switchboards, unless the replacement or upgrade requirement is due to changes being made by the lease or permit to occupy holder.
Pest control	Includes inspection for, and treatment of termites only. Termite inspections and treatments are undertaken at Council's discretion on a risk basis.
Gutters and down pipes	Includes repairs and replacement of gutters and down pipes and connection to associated storm water outlet or compliance with relevant water egress requirements. Excludes cleaning of gutters and downpipes.
Lifts	Includes servicing, maintenance and replacement of lifts.
Sewage systems	Includes emptying, repairs and replacement of septic tanks (includes bio-cycle systems); repair and replacement of pumps; and Environmental Relevant Activity (ERA) licence costs.
Grounds maintenance	Includes, but is not limited to mowing, gardens beds and general grounds maintenance associated with areas outside lease areas.
Asbestos removal	As determined at the sole discretion of Council. Excludes repairs or removal associated with activities being undertaken by the lease or permit to occupy holder.

15. Sports surface and open space maintenance

15.1 Sports fields and open space

Unless otherwise agreed, Council will be responsible for undertaking maintenance of all sports surfaces (excluding Specialised Surfaces and Hard Courts - Refer 15.2 and 15.3 below) at an agreed level of service. This level of service will be determined by Council and may be subject to change. For example, as at 1 July 2023, Council's general annual level of service for grass sports field maintenance is as follows:

- 39 mowing services;
- 3 fertilisations;

- 1 broadleaf herbicide;
- 1 selective grass herbicide (3 sprays for crows foot);
- 2 weed wipes (wire grass);
- soil testing (as required);
- 2 aerations;
- irrigation audits (as required);
- top dressing (as required);
- subsidence levelling (as required); and
- worn grass reinstallation (as required).

The level of service may differ from site to site depending on the maintenance requirements of the relevant sports surfaces. In all cases, Council will determine the appropriate level of service to be provided.

For open space areas within equestrian facilities, Council will undertake eight (8) mowing services per annum.

For open space areas within showground facilities Council may undertake up to eighteen (18) mowing services per annum.

Lease or permit to occupy holders requiring additional mowing services for grass sports fields must obtain Council's approval and will be solely responsible for the cost of these additional services.

It is noted that inclement weather and other environmental impacts out of Council's control may also impact on the maintenance services provided by Council.

15.2 Hard courts

Council will not be responsible for the maintenance of hard court infrastructure. Hard courts must be maintained by the lease holder at their sole cost. Hard courts include, but are not limited to:

- netball courts;
- tennis courts;
- basketball courts; and
- pickleball courts.

It is recognised that the replacement of hard court infrastructure may come at a significant cost to lease holders. Accordingly, Council officers will initially work with lease holders, where required, to seek external funding for some or all of these replacement costs. Council may also, at its sole discretion, provide direct assistance in the replacement of hard court surfaces.

15.3 Specialised surfaces

Council will not be responsible for the maintenance of specialised surfaces. Specialised surfaces must be maintained by the lease or permit to occupy holder at their sole cost. Specialised surfaces include:

- bowling and croquet greens;
- enclosed cricket nets;
- natural and synthetic cricket pitches;
- golf courses;
- equestrian surfaces;
- racetracks including BMX and remote-control surfaces;
- baseball and softball diamonds; and
- other specialised grass and synthetic surfaces.

Lease or permit to occupy holders will be responsible for maintenance (including vandalism) and replacement of all specialised surfaces associated with a lease or permit to occupy area. This includes surfaces located within, or outside the lease or permit to occupy area.

16. Activity related infrastructure

Activity related infrastructure are assets and/or equipment used by lease or permit to occupy holders for their specific activity. These assets and /or equipment include, but are not limited to:

- field lighting;
- field line markings;
- goal posts;
- dugouts;
- nets;
- scoreboards;
- player and spectator seating; and
- fencing.

Lease or permit to occupy holders will be responsible for maintenance (including vandalism) and replacement of all activity related infrastructure associated with a lease or permit to occupy area. This includes activity related infrastructure located within, or outside the lease or permit to occupy area.

It is recognised that the replacement of sports field lighting poles may come at a significant cost to the lease or permit to occupy holders. Accordingly, Council officers will initially work with lease or permit to occupy holders, where required, to seek external funding for some or all of these replacement costs. Council may also, at its sole discretion, provide direct assistance in the replacement of sports field lighting poles.

17. Other maintenance items

Excluding Social, Affordable and Crisis Housing Land Leases and Specialist Facilities Leases, Council will be responsible for the cost associated with maintenance and replacement of the following specific items, where relevant to lease or permit to occupy areas:

Description	Details
Publicly accessible cricket nets	Includes associated synthetic pitches and fencing within the nets only.
Publicly accessible playground equipment	Excludes playground equipment within childcare centres and kindergartens.
Boundary fencing	Includes boundary/permitter fencing, bollards and slip rails at the discretion of Council
Retaining walls	Includes all retaining walls.
Facility naming signage	Includes Council's standard facility signage only. Installation, maintenance and replacement of facility naming signage will be undertaken at Council's sole discretion.
Car parks and driveways	Includes car parks, driveways and carpark lighting.
Tree maintenance	Includes maintenance of trees as determined at the sole discretion of Council.
Field Irrigation	Includes irrigation and associated infrastructure.

18. Council access to areas of tenure

For Social, Affordable and Crisis Housing Land Lease sites, Council officers and contractors are entitled to enter any lease area at all reasonable times, to inspect and/or maintain Council infrastructure. Accordingly, where necessary, Council will provide the lease holder with appropriate notice when access is required.

For all other tenure types, Council officers and contractors are entitled to enter any lease or permit to occupy area at all reasonable times, to inspect and/or maintain the area. Accordingly, where necessary, the lease or permit to occupy holder will be required to provide Council with access to the areas of tenure, or ensure the facility is keyed to Council's bi-lock system enabling independent access.

Council will make every endeavour to provide appropriate notice to lease or permit to occupy holders regarding when access to a lease or permit to occupy area is required.

Excluding a Social, Affordable and Crisis Housing Land Leases, in the event of a declared disaster, emergency, incident, crisis, critical or adverse event, Council may be required to utilise its network of assets in responding to or recovering from the event. Accordingly, if requested by Council, lease and permit to occupy holders must temporarily yield up possession and immediately make available the area of tenure to Council for such purposes.

19. Termination

Where a lease or permit to occupy holder is in breach of a lease or permit to occupy condition, the Council may terminate the tenure arrangement.

Excluding a Social, Affordable and Crisis Housing Land Leases, in addition to early terminations resulting from breach of tenure conditions, Council also reserves the right to terminate a lease or permit to occupy prior to the expiry when:

- the land is required for the Council's infrastructure planning or construction requirements; or
- the lease or permit to occupy holder is not optimising the use of tenure area.

In the event of a tenure agreement being terminated for a reason other than breach, Council will provide appropriate notification to the organisation, and where possible, make all reasonable attempts to provide an alternative tenure arrangement.