

Council Policy CP049 Community Group Land Lease/License Policy			
Officer	Coordinator Land and Property Services	Owner	Director Sustainable Communities
Review frequency	Biennially	Next review	2015
Registered with G&R	19 March 2014 – AA		
Council resolution number and date		SC134 – 25 February 2014	
Mayor		Chief Executive Officer	

## OBJECTIVE

The purpose of this policy is to implement a framework and provide principles for the leasing and/or licensing of owned and/or managed real Property, including Crown Land, to sporting and not-for-profit Community Groups in order to achieve:

- outcomes consistent with the City of Greater Geraldton Strategic Community Plan 2013 - 2023;
- an equitable, effective and sustainable approach to the use of sporting and recreational facilities by Community Groups; and
- the effective use and management of those facilities.

## SCOPE

This policy applies to the Leasing and Licensing of all real Property owned, or under the care, control and management of the City of Greater Geraldton, including Crown Land.

## DEFINITIONS

**CEO** means the Chief Executive Officer of the City of Greater Geraldton.

**City** means the City of Greater Geraldton.

**Community Group** means any not-for-profit incorporated sporting, recreational or community organisation.

**Council** means the Council of the City of Greater Geraldton.

**Councillor** means a person who holds the office of Councillor on the Council.

**Crown Land** means land owned by the Crown and vested in the City of Greater Geraldton through the granting of a Management Order by the Department of Lands.

**Incorporated** means a group of people who are recognized as a legal entity, separate from individual members as defined under the *Associations Incorporation Act 1987*.

**LAA** means the *Land Administration Act 1997*.

**Lease** means a legally binding agreement by which one party (Lessor) in consideration of rent, grants exclusive use and possession of real Property to a third party (Lessee) for a specified purpose and term. A Lease creates an interest in the property.

**Lessee** means an authorised third party that has entered into a Lease with the City of Greater Geraldton for the use of City owned and/or managed real Property and pays rent to occupy the Property.

**Lessor** means the City of Greater Geraldton being the owner or management body of Property with the power to Lease or License to a third party (Lessee).

**LGA** means the *Local Government Act 1995*.

**License** permits a person to occupy Property, or part thereof on particular conditions. The main feature that distinguishes a License from a Lease is that a License does not permit exclusive occupancy of Property. A License does not create an interest in the Property.

**Licensee** means a person that holds an approved License.

**Local Government Property** means anything, whether land or not, that belongs to, or is vested in, or under the care, control or management of the City of Greater Geraldton.

**Maintenance** means all actions necessary for retaining an asset as near as practicable to its original condition, but excluding rehabilitation or renewal.

**Management Order** means an authorisation provided by the Crown giving the City of Greater Geraldton both the power and authority to manage a parcel of land on behalf of the Crown.

**Minister** means the Minister for Lands.

**Property** means the Property that is subject to or intended to be subject to a Lease or License.

**Regulations** mean the *Local Government (Functions and General) Regulations 1996*.

**Reserve** means a defined area of land belonging to the Crown which has been vested in the City of Greater Geraldton by way of a Management Order for that purpose.

**Strategic Community Plan 2013 - 2023** means the Strategic Community Plan adopted by the Council.

## POLICY

### 1. Tenure Guidelines

#### 1.1. Type of Agreement

- 1.1.1. Leases will be entered into where the intention is to grant exclusive possession of the property or part of the property.
- 1.1.2. Licenses will be entered into where the intention is to grant non-exclusive possession of the property or part of the property.

#### 1.2. Period of Tenure

- 1.2.1. The maximum term granted by the City on Crown Land will be twenty one (21) years including any further term option/s, subject to Ministerial consent.
- 1.2.2. The maximum term granted by the City of freehold land will be twenty (20) years including any further term option/s.
- 1.2.3. Licenses will be granted for a period of up to three (3) years including any further term option/s.

### 2. Fees and Costs

- 2.1. The Lease/License fee will be in line with the City's Schedule of Fees and Charges for Sporting and Community Groups as adopted by Council and amended annually unless otherwise determined by Council.
- 2.2. The Lessee/Licensee will be liable for all reasonable costs associated with the development and implementation of the Lease or License including:
  - a) advertising;
  - b) valuation;
  - c) legal fees;
  - d) survey fees; and
  - e) registration fees.
- 2.3. The Lessee/Licensee will be responsible for the reimbursement to the City for all costs associated with building insurance provided through the City's insurers.



### 3. Responsibilities of the Lessee/Licensee

- 3.1. The Lessee/Licensee will be responsible for all maintenance, both structural and non-structural, within the leased/licensed area and will provide the following documentation to the City upon request:
  - a) Annual gutter cleaning;
  - b) Fire equipment servicing;
  - c) Annual pest control treatments;
  - d) Electrical compliance testing;
  - e) Mechanical services maintenance and service records (in accordance with Australian Standards);
  - f) Sewer pump and grease-trapping servicing; and
  - g) Septic system servicing.
- 3.2. The Lessee/Licensee will be responsible for the cleaning, repairs and general upkeep of the Leased/Licensed areas.
- 3.3. The Lessee/Licensee will be responsible for all operational and running costs including but not limited to:
  - a) refuse collection;
  - b) Emergency Service Levy (ESL)
  - c) water rates;
  - d) council rates;
  - e) all utilities (eg. Electricity, gas, water, telecommunications etc.);
  - f) all other costs incurred by the Lessor/Licensor on behalf of the Lessee/Licensee in relation to the Lease/Licensee.
- 3.4. The Lessee/Licensee will be responsible for obtaining public liability insurance to the limit outlined in the Lease/Licence, and a copy of which will be provided to the City prior to the commencement of the Lease/License and annually thereafter.
- 3.5. The Lessees/Licensees will be permitted to undertake capital improvements with prior approval from the City.

### 4. Responsibilities of the Lessor/Licensor (the City)

- 4.1. The City will be responsible for building insurance which costs will be recoverable from the Lessee/Licensee.
- 4.2. Organising statutory documentation including registration of documentation with Landgate.

### 5. Legislative and Strategic Context

- 5.1. This policy relates to:
  - a) Part 3, Section 3.58 of the Local Government Act 1995 which describes how Local Government is to dispose of property.
  - b) Part 6, Division 5, Subdivision 2 of the *Local Government Act 1995* determines that a Local Government may impose fees and charges.
  - c) Part 6, Regulation 30 of the *Local Government (Functions and General) Regulations 1996* describes exemptions pursuant to Section 3.58 of the LGA.
  - d) Part 6 of the *Land Administration Act 1997* determines Sales, Lease and Licences of Crown land.
  - e) The City of Greater Geraldton Strategic Community Plan 2013 – 2023.

## **ROLES AND RESPONSIBILITIES**

This policy is administered by the Department of Land & Property Services.

## **WORKPLACE INFORMATION/REFERENCES**

This Policy is to be read in conjunction with Council Policy CP048 Sporting Futures.