



LICENCE

CROWN LAND (RESERVES) ACT 1978 **Section 17B**

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee HEREBY AUTHORISES the Licensee to use the licensed premises described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the *Crown Land (Reserves) Act 1978* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

.....
Licensor
Chief Executive Officer – Surf Coast Shire Council

The Licensee hereby agrees to comply with the terms and conditions of this licence

.....
Licensee

NOTE:

1	<i>This licence is not valid until it has been approved by the Minister or the Minister's delegate.</i>
2	<i>This Licence is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee will be charged.</i>

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SCHEDULE

ITEM

- 1 **Licence Number:**
- 2 **Licensor:** Surf Coast Shire Council
- 3 **Licensee:** Lorne and District Men's Shed Inc
- 4 **Licensee's Address:** 45 Otway st Lorne VIC 3232
- 5 **Commencement Date:** July 1, 2016 (subject to receipt of certificate of occupancy)
- 6 **Term:** Three (3) years plus Two (2) X Three (3) year options
- 7 **Licence fee:** \$1.00 peppercorn rate
- 8 **Payable:** The Licensor does not wish to collect the Licence fee
- 9 **Reservation description:** Temporarily reserved as sites for Cricket and other purposes of Public Recreation (1) by Order in Council of 31 May, 1880 (vide Government Gazette of 4 June, 1880 – page 1255)
- 10 **Licensed premises:** Lorne and District Men's Shed Building, Stribling Reserve, Corner William and Otway Street, Lorne, Victoria, 3232 as outlined by the area highlighted red in Appendix A
- 11 **Area:** Approximately 648.3m²
- 12 **Powers under which licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 **Specified Purposes:** Men's Shed Activities
- 14 **Amount of Public Liability Insurance:** \$20 Million
- 15 **Licensor Address:** Surf Coast Shire, PO Box 350, Torquay 3228
- 16 **Special Conditions:** Appendix D – Special Conditions

LICENCE CONDITIONS

1 **Grant**

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed premises or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 **Licensee's Obligations (Positive)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:-

2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 15 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 **Rates and Taxes**

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed premises.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 **Indemnity**

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 **Public Liability Insurance**

A public liability insurance policy over the premises (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 14 of the Schedule), which is endorsed (as follows), to note:

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Sustainability and Environment, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 14 of the Schedule for any one occurrence.'

2.5 **Maintenance**

2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-

2.5.1.1 Keep the licensed premises free of pest animals and weeds;

2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days as per Appendix C.

2.6 **Fire Protection Works**

Undertake all fire protection works on the licensed premises required by law to the satisfaction of the Licensor and the responsible fire Authority

2.7 Condition at Termination

On expiry or prior determination of this Licence return the licensed premises to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.8 Notice of Defects and other matters

2.8.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed premises and of any circumstances likely to cause any damage risk or hazard to the licensed premises or any person on it;

2.8.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed premises and full details of the circumstances of it;

2.8.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and

2.8.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 Arrears and Interest

2.10.1 Pay to the Licensor:-

2.10.1.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the **Penalty Interest Rates Act 1983** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;

2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed premises

Use the licensed premises for any purpose other than the specified purpose referred to in Item 13 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do not cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed premises.

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 Licensor's Entry

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

3.6.1.1 retaking or attempting to retake possession of the licensed premises;

3.6.1.2 inspection; or

3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 Erection of Improvements

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Ownership of Improvements

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 Licensee's Chattels

- 4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.
- 4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.
- 4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 Licensor may remove and dispose of Licensee's chattels

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detainee, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre-paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

4.9 Additional Approvals

If the Licensor is a Committee of Management or Trustees the approvals required in Conditions 3.1 and 3.8 shall be read to mean the Licensor and the Secretary or delegate.

5 Definitions

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"commencement date" means the date described in Item 5 of the Schedule and is the first day of the term;

"Crown" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"Department" means the Department of Sustainability and Environment or its successor in law;

"GST" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"hazardous chemical" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"improvement" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"licensed premises" means the land and structures described in Item 10 of the Schedule;

"Licence fee" means the licence fee described in Item 7 of the Schedule as varied during the term;

"Licensee" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"Licensor" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Sustainability and Environment or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

"Men's Shed" The Australian Men's Shed Association (AMSA) recognises a Men's Shed as any community-based, non-profit, non-commercial organisation that is accessible to all men and whose primary activity is the provision of a safe and friendly environment where men are able to work on meaningful projects at their own pace in their own time in the company of other men. A major objective is to advance the well-being and health of their male members.

"Minister" means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"person" includes a body corporate as well as an individual;

"pest animals" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"rates and taxes" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"schedule" means the schedule to this Licence;

"Secretary" means The Secretary to the Department of Sustainability and Environment, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"sign" includes names, advertisements and notices;

"soil" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"term" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"weeds" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994*, and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"writing" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 Interpretations

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

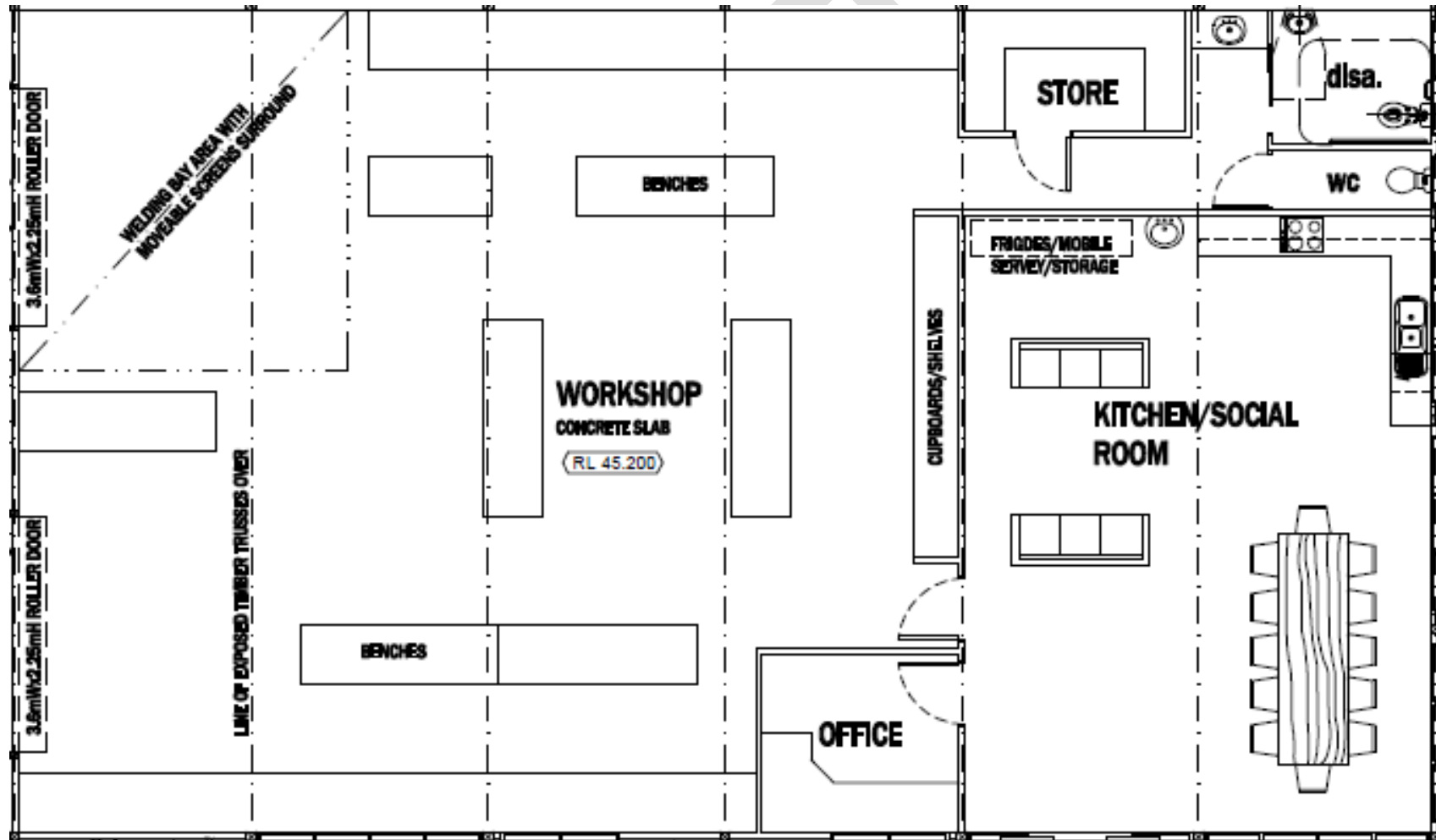
Appendix A – Location of Licensed Premises

*To be updated upon completion of shed construction



Appendix B – Floor Plan of Licensed Buildings

*To be updated upon completion of shed construction



Appendix C – Maintenance and Outgoings Responsibilities

ITEM	LICENSEE'S RESPONSIBILITY	LICENSOR'S RESPONSIBILITY
Air conditioning and/or heating & cooling appliances (If applicable).	<ul style="list-style-type: none"> Any additional units. 	<ul style="list-style-type: none"> Replacement of existing units at the end of its economical life Service and repair when required of all units.
Building, General.	<ul style="list-style-type: none"> Determine and document any specific requests to Council for building alterations and other capital improvements. Not to undertake any work unless prior written approval by Council. Notify Council of any damage requiring rectification. All repairs resulting from inappropriate activity by the Lessee as reasonably determined by Council. 	<ul style="list-style-type: none"> Ensure satisfactory completion of approved works. Undertake works required to ensure the Premises meet appropriate standards or regulations. Assess all requests submitted.
Cleaning.	<ul style="list-style-type: none"> All costs of cleaning for the Premises. to ensure it is maintained in a clean & hygienic state 	<ul style="list-style-type: none"> Ensure that reasonable standards are maintained.
Ceiling, internal walls.	<ul style="list-style-type: none"> Costs of repair and replacement due to negligent damage by the Lessee. Report faults to council 	<ul style="list-style-type: none"> Major repair and/or replacement due to structural faults/age. Cost of routine repairs & painting
Furnishings and equipment (if applicable).	<ul style="list-style-type: none"> Repairs or replacement as required. 	<ul style="list-style-type: none"> None
Curtains/Drapes/Blinds (If applicable).	<ul style="list-style-type: none"> Report faults to council 	<ul style="list-style-type: none"> Periodic cleaning Cost of routine repairs
Electrical wiring, fittings and lights. Test & Tag compliance	<ul style="list-style-type: none"> Reimburse Council for the cost of any additions to existing lighting. Supply and replacement of all light globes. 	<ul style="list-style-type: none"> Repair or replacement of all electrical components other than light globes. Provision of electrical safety switches to switchboards. Test & Tag compliance
Emergency Lighting.	<ul style="list-style-type: none"> Report to council 	<ul style="list-style-type: none"> Annual replacement of light globes. Compliance inspections and annual BCA essential safety measures testing All maintenance and repair as required

ITEM	LICENSEE'S RESPONSIBILITY	LICENSOR'S RESPONSIBILITY
Fire alarm system (If installed).	<ul style="list-style-type: none"> Any costs associated with abuse by Lessee. Any costs of false alarms as a result of action of the Lessee. 	<ul style="list-style-type: none"> Replacement of batteries to stand alone smoke detectors on a 12 monthly basis.
Exit Doors	<ul style="list-style-type: none"> Maintain a clear path of travel 	<ul style="list-style-type: none"> Undertake 3 monthly inspections. (ESM Regulations).
Emergency Exit Plans & Procedures.	<ul style="list-style-type: none"> Ensure Plans & procedures are known to all user groups 	<ul style="list-style-type: none"> Provide and maintain.
Fire extinguishers and other fire suppression equipment.	<ul style="list-style-type: none"> Cost of fill if discharged due to misuse. Report defects or loss. Replace if stolen or lost except in the case of burglary of the Premises. Maintain clear access. 	<ul style="list-style-type: none"> Additional units if assessed by Council as required... Replacement on expiry date. Service inspection and maintenance charge Undertake 6 monthly inspections. (ESM Regulations).
Floor surfaces and coverings.	<ul style="list-style-type: none"> Cleaning of all floor surfaces and coverings. Report faults to council 	<ul style="list-style-type: none"> Repair and/or replacement at the end of their economical life.
Flyscreens (If applicable).	<ul style="list-style-type: none"> Costs of repair and replacement due to negligent damage by the Lessee. 	<ul style="list-style-type: none"> Install fly screens if required under regulation. All maintenance and repair as required
General joinery, doors, cupboards etc.	<ul style="list-style-type: none"> Costs of repair and replacement due to negligent damage by the Lessee. Report faults to council 	<ul style="list-style-type: none"> Replacement due to age, structural defect or vandalism, subject to Council assessment. All maintenance and repair as required.
Glass & Glazing.	<ul style="list-style-type: none"> Cleaning as per "Cleaning Schedule". Costs of repair and replacement due to negligent damage by the Lessee Report faults to council 	<ul style="list-style-type: none"> Replacement due to breakage as result of all other actions or events.
Grounds and surrounds. Fencing and gates.	<ul style="list-style-type: none"> Determine and document any specific requests to Council for building alterations and other capital improvements. Maintenance of garden hoses, sprinklers, etc Landscape maintenance within licenced area refer to Appendix A 	<ul style="list-style-type: none"> Fencing to comply with regulatory requirements Remove graffiti from external areas. Define and oversee standards Major pruning (branches greater than 100mm diameter) or any tree removal Repair and replacement of existing pavements to pathways, driveway etc
Intercom/communication system (if installed).	<ul style="list-style-type: none"> Service/maintenance charges. Up-grade or replacement. 	<ul style="list-style-type: none"> None.
Keys and locks.	<ul style="list-style-type: none"> Site specific input Cost of replacement of lost or damaged keys. Cost or repair and 	<ul style="list-style-type: none"> All maintenance and repair as required Ensure locks are on Councils

ITEM	LICENSEE'S RESPONSIBILITY	LICENSOR'S RESPONSIBILITY
	<p>replacement of lock if due to Lessee abuse.</p> <ul style="list-style-type: none"> • At the discretion of the Council, costs of re-keying of Premises in the event of loss of keys by Lessee. • Replacement of lock/additional locks if required for security. • Additional keys supplied by council at users cost. • Report to council 	<p>key system.</p> <ul style="list-style-type: none"> • Provide 2 keys
Daily Security of Building	<ul style="list-style-type: none"> • Securing of premises including locking doors and windows before leaving 	<ul style="list-style-type: none"> • None
Notice Boards etc.	<ul style="list-style-type: none"> • Provide and maintain units. • Locate units in locations as approved by Council. 	<ul style="list-style-type: none"> • None
Painting.	<ul style="list-style-type: none"> • Costs to re-paint internally if damage result of misuse by Lessee. 	<ul style="list-style-type: none"> • Internal and external as per council cyclic program
<p>Permanent appliances if applicable (direct wired to main switchboard) e.g.:</p> <p>Dishwashers Ovens, stoves Exhaust fans Ceiling fans.</p>	<ul style="list-style-type: none"> • Cleaning as per "Cleaning Schedule". • Repair and/or replace if damaged through Lessee abuse. • Report to council • Ensure appliances are switched off prior to vacating premises. 	<ul style="list-style-type: none"> • Repair and replace when required, subject to Council assessment. • Additional appliances. Testing and Tagging in accordance with AS 3760
Plumbing.	<ul style="list-style-type: none"> • Report to council if not operational via CRM • Trade Waste Trap cleaning costs 	<ul style="list-style-type: none"> • Repair and replace when required, subject to Council assessment. • Replacement of tap washers. • Cleaning of blocked toilets and blocked property sewerage pipes • Drainage repairs/works, including broken sewerage pipes, drains and pits.
Roof, external walls, spouting and downpipes.	<ul style="list-style-type: none"> • Report faults to council 	<ul style="list-style-type: none"> • Repair and replace when required, subject to Council assessment. • Gutter cleaning program
Security Alarm System (If installed).	<ul style="list-style-type: none"> • Seek approval in writing from Council prior to installation. • Install or replace systems. • Meet system and operating costs. • Manage usage of the system. • Any calls out and service costs 	<ul style="list-style-type: none"> • None

ITEM	LICENSEE'S RESPONSIBILITY	LICENSOR'S RESPONSIBILITY
	i.e. false alarms, misuse. <ul style="list-style-type: none"> • Provide security system details to Council. 	
Security patrol services (at discretion of Council).	<ul style="list-style-type: none"> • Call out and emergency service costs. 	<ul style="list-style-type: none"> • Security patrol services
Signage (Internal).	<ul style="list-style-type: none"> • Cleaning of all signs. • Additional signage as required and as approved by Council 	<ul style="list-style-type: none"> • Ensure that reasonable standards are maintained.
Signage (External).	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Maintenance as per "Grounds Maintenance". • Additional signage as required and as approved by Council. • Initial identification signage to be provided by Council. • Replacement or maintenance of initial signage.
Skylights. (If installed).	<ul style="list-style-type: none"> • Report faults to council 	<ul style="list-style-type: none"> • Repairs when required,
Smoke detectors.	<ul style="list-style-type: none"> • Change batteries 12 monthly for portable units. 	<ul style="list-style-type: none"> • Service inspection and maintenance • Undertake 6 monthly inspections. (ESM Regulations).
Telecommunications systems (fax, photocopier, telephones, printers, computers, and modems).	<ul style="list-style-type: none"> • Service and maintenance outgoings. • Replacement costs. 	<ul style="list-style-type: none"> • None.
Waste Disposal.	<ul style="list-style-type: none"> • Additional removal of hard rubbish above standard domestic waste service. • Additional domestic waste handling. • Removal of all waste from events and functions. • Provision of sanitary services 	<ul style="list-style-type: none"> • Provide domestic garbage and recycling service, as per standard council residential waste program
White goods or equipment i.e. Refrigerator, washing machine, clothes dryer, freezer, toasters, urns, microwaves (not supplied by council)	<ul style="list-style-type: none"> • Service and maintenance costs. • Replacement costs. • Ensure appliances are switched off prior to vacating premises 	<ul style="list-style-type: none"> • Testing and Tagging in accordance with AS 3760
Utilities Charges	<ul style="list-style-type: none"> • All utility charges metered including but not restricted to water , gas, telephone, sewerage, electricity 	<ul style="list-style-type: none"> • Refer to Appendix D – 2. Outgoings
Car Parks	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Repaint existing line markings • Maintain existing surfaces in safety operational condition
On-Site Contractors	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Supervised by Council Nominated Officer

ITEM	LICENSEE'S RESPONSIBILITY	LICENSOR'S RESPONSIBILITY
Food Preparation Areas/Kitchens	<ul style="list-style-type: none">• Maintain food handling equipment/ area in Hygienic condition so as to comply with regulations	<ul style="list-style-type: none">• None
Advertising Signs	<ul style="list-style-type: none">• Maintenance of advertising signs where written council approval has been given for erection	<ul style="list-style-type: none">• Written approval

DRAFT

Appendix D – Special Conditions

1. Facility Use

The normal operating hours will be from 9am – 5pm on weekdays and 9am – 12pm on weekends. Core operating hours during which power tools will be more consistently used will be limited to 10:00am – 2:00pm Tuesdays & Thursdays each week. Requests to operate beyond these limitations will be considered by the licensor in exceptional circumstances upon receipt of a written request from the licensee.

The hours of use shall not apply during the construction of stage one and stage two where normal trade hours will apply.

The licensee will clearly display the hours of operation, a contact name and telephone number so as to be visible from the outside of the facility.

Use of power tools will be confined to inside the building.

Roller doors must be closed at all times except when in use for deliveries.

2. Outgoings

The licensee agrees to reimburse the licensor for all outgoings and expenses as specified below.

The outgoings required to be paid by the licensee are as follows:

- Mains Water – 10% of charges to the licensor, specifically excluding any water used for the watering of the oval and surrounds
- Electricity – 10% of charges to the licensor, specifically excluding power consumption for the netball court and oval lighting.

Payment to the licensor of the amount specified in the above clause 4 must be made by the licensee within 14 days of the date of the relevant tax invoice provided by the licensor.

3. Cleaning of facility following use

The licensee will maintain a tidy shed with no materials left outside the building except during the process of receiving a delivery. There will be adequate provision for the storage and collection of waste in bins or receptacles

4. Damages

The licensee is expected to report any damage to the facility, to the licensor, as soon as practical after the licensee becomes aware of any such damage.

The licensee will be responsible for the cost of rectifying any damage to the facility that can be directly attributed to the licensee and associated groups / individuals other than fair wear and tear. Fair wear and tear includes:

- that which happens during normal use, and changes that happen with ageing.

Normal use does not include any incident that could reasonably have been avoided by taking more care or control of the actions of users and associated groups / individuals.

As far as the law permits the licensor is not liable for loss or damage to any stock, equipment, appliances, accessories or any other property owned by the licensee or its members, while stored or used at the licensee.

5. Insurance

Public liability and contents insurance Certificates of Currency need to be provided to the licensor prior to occupancy:

The licensee is required to provide an annual Certificate of Currency of Public Liability to the parties listed above for the amount listed in Item 14 of the Schedule.

It is understood and agreed by the licensee that the building once constructed will become a Council owned asset and will be insured under Council's building insurance.

The licensee is required to purchase contents insurance to cover loss or damage of all appliances, machinery and equipment owned by the licensee. Council's insurance does not cover any contents stored on the site.

6. Security and access

The licensee keys will be separate to the keys for all of the other facilities in the Stribling Reserve. Keys will be provided to the licensor, the Stribling Reserve Committee of Management and the licensee.

Each committee member who has been provided with a security key will be responsible for the possession, safe keeping and use of the security key.

The Licensee and its members will use existing car parks within the reserve boundary as the primary source of parking when the shed is in use. The new William St vehicle entrance to the building will be for deliveries and for disability parking and access only. Gates shall securely locked when not in use.

7. Amenity

The licensee activities will be conducted in accordance with all relevant legislation and to the satisfaction of Council and other responsible authorities including but not limiting any reasonable activity of the licensee which occurs during the normal conduct of Men's shed activities.

Noise emitted from the activities held at The Lorne & District Men's Shed shall be in accordance with the *Environment Protection Act 1970* and *Environment Protection (Residential Noise) Regulations 2008* and must not cause a nuisance under the *Public Health and Wellbeing Act 2008*.

Alcohol is not permitted to be consumed on the premises.

8. Breach of Agreement Notices

In the event of a breach of this agreement by either party the aggrieved party shall, by written notice, inform the other party of the specific breach claimed. Such written notice must be titled 'Notice of Breach of Agreement'.

A Notice of Breach of Agreement must include sufficient detail that the other party are made aware of the specific clause of the agreement that it is alleged to have breached.

A Notice of Breach of Agreement should include a statement setting out what the aggrieved party is requesting of the other party.

Written notices regarding an alleged breach should be communicated as soon as possible after a party becomes aware of the alleged breach but no later than 2 weeks (14 days) after the alleged breach.

The parties agree to take all reasonable steps to rectify an alleged breach of the agreement within 7 days of receiving a Notice of Breach of Agreement.

A Notice of Breach of Agreement can be served on the other party in any of the following ways:

- by personally handing the Notice to the Secretary of the other party;
- by regular mail addressed to the registered address of the other party;
- by email addressed to either the secretary of the other party.

9. Grievances

In the event that the licensee has a grievance against another User Group or any other group or individual, in relation to an issue concerning Stribling Reserve, the aggrieved licensee should provide the licensor with a written statement titled 'OFFICIAL GRIEVANCE'.

An Official Grievance must clearly identify:

- the parties involved;
- the issues involved;
- the outcomes sought;
- what actions have been taken to informally resolve the grievance;
- the outcome of the attempts to informally resolve the grievance.

As soon as practical from the date on which the licensor receives a written official grievance, the licensor will send a confirmation of receipt of the official grievance.

Prior to lodging an official grievance the aggrieved party must attempt to resolve the issue in a polite and professional manner with the allegedly offending party.

If the licensor agrees to attend a meeting with the parties to an official grievance, each party shall consist only of two (2) members representing the parties of which (1) member shall be the President, where the party is a user group.

10. Code of conduct

The licensee must have an enforceable code of conduct for their members. Members of the licensee must not act in a manner contrary to licensee code of conduct.

The President of the licensee agrees to take all reasonable measures to ensure compliance by their members to the Code of Conduct.

11. Ownership and subletting

The licensee must not sublet, transfer or otherwise dispose of their rights under this agreement to any other party.

12. Use of externally owned electrical appliances

The licensee may bring and use electrical appliances for use in the kitchen or other areas of the facility.

The licensee must ensure all electrical appliances are tested, approved and tagged by an appropriately qualified person prior to use at Stribling Reserve.

13. OHS

The licensee will comply with the relevant requirements under the Victorian OHS Act 2004 and the Workplace Injury Rehabilitation and Compensation Act 2013 and associated legislation.

The licensee will be required to install an internal extraction unit in accordance with this legislation.