Community & Sporting Clubs
Leases and Licencing Policy

Strategic Reference	**Connected Communities** *Priority Area 3: Enrich, Empower and Support Communities* Action 1.3.1 – Provide resources to support and empower our community groups and sporting clubs to design, lead and successfully deliver their own projects, events and activities.
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Responsibility	Community and Corporate Department
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Applicable Legislation	Local Government Act 1999 Retail and Commercial Leases Act 1995 Crown Land Management Act 2009 Liquor Licencing Act 1997
Related Policies	Community Engagement Policy Kerbside Waste, Recycling & Green Organics Collection Service Policy
Related Documents	Community Land Management Plans

1. Purpose

The purpose of this Policy is to provide a framework for leasing and licencing Council-owned properties to community based groups/services and sporting and community clubs. Its aim is to provide clarity and guidance when considering applications for the granting of leases or licences to such groups.

Council recognises community groups, sporting and community clubs provide important and valued community benefits to the district. To maintain fairness and balance, Council's objective is to ensure a consistent approach is taken for groups and clubs within all of the district when determining lease and licence requirements and conditions.

Council aims to maximise the benefit experienced by the community through the utilisation of community land and buildings by ensuring responsible management and taking into consideration the use, function and purpose of the facility and capacity to pay.

It is the intent of Council to *apply nominal fees* to leases and licences fairly to all parties, to cultivate a sound understanding of responsibilities attached to the occupation of community facilities and to formalise leases and licences.

Council does not view the leasing or licencing of community facilities to a community group or sporting club as a form of revenue raising.

2. Policy Objectives

The objectives of this Policy are to:

1. Ensure Council owned facilities are used appropriately and meet community needs, consistent with Council's policies and Community Vision Plan
2. Optimise use of Council's community land and buildings
3. Ensure Council owned facilities are developed, maintained and occupied responsibly
4. Ensure a *consistent and fair approach* is taken for all community groups and sporting clubs from all areas within the district
5. Ensure sound financial management, and legislative compliance is met when leasing community land and buildings
    a. Provide clarity and understanding of the responsibilities associated with a lease or licence (eg. regarding maintenance of the facility, insurance, utilities etc).
6. Ensure overarching principles of community benefit & social inclusion and good governance (eg. a constituted body)

3. Definitions

"Community based group" or "Service based group" mean organisations that are incorporated for the benefit of the community and any profit is distributed back into the facility and does not restrict its services to its member.

"Community buildings" mean buildings primarily available to facilitate community activities in line with Council's corporate strategies/plans and community land management plans.

"Incorporated Body" means any committee or organisation that is incorporated under the *Associations Incorporation Act 1985.*

"Lease" means such agreements will be used where the occupier has full and exclusive use of the premises.

"Licence" means such agreements will be used where the occupier does not have full and exclusive use of the premises.

"Maintenance" means that facilities are maintained; in good repair and condition; conform to relevant legislation and codes; are free of graffiti and other acts of vandalism (and includes preventative maintenance approaches).

"Non-community organisation" means organisations that are specifically a 'business' and are in business for the purpose of making a profit, or which are so constituted that the assets may be distributed amongst the members of the organisations.

"Sporting and Community Club" is a sporting or community club that charges annual membership fees and/or have the capacity to raise revenue through various means, including but not limited to, licenced facilities.

"Totalisator" means a device showing the number and amount of bets staked on a race, to facilitate the division of the total among those backing the winner.

4. Scope

The scope of this Policy is such that it applies to all local government land (except roads) owned by Council or under Council's care and control and management which may be leased or licensed to community groups or sporting and community clubs.

5. Exclusions

Commercial and Residential private use leases or licences are not covered by this Policy and will be subject to separate commercial negotiations.

Community groups and sporting clubs who use the premises for gambling activities involving totalisator/bookmaking operations and/or electronic gaming machines (eg. poker machines, keno) will not be entitled to a lease in accordance with this policy.

Community land that does not have an associated Community Land Management Plan (CLMP) referring to and permitting the leasing of the land and facilities cannot be leased. However, a CLMP may be amended in accordance with the Local Government Act 1999 and following the required processes associated, including public consultation. Upon approval and completion of an amended CLMP, a lease may be considered.

6. Lease

A lease provides specific and exclusive rights to occupy or use the land/buildings, consequently a variety of associated costs therefore become the responsibility of the lessee.

The life of the lease is negotiable and will generally be for up to 21 years with a 21 year right of renewal.

Any group seeking a lease, longer than a five (5) year term will be presented to Council for a decision. If public consultation is required in accordance with the Local Government Act 1999, consideration by Council will occur prior to the commencement of public consultation. If the lease is for less than (5) years, the Chief Executive Officer of Council will be permitted under delegation to enter into a lease with an Incorporated community group.

Council will prioritise access for use and occupancy of its community buildings and facilities for local, not-for-profit organisations that will likely provide the best community outcomes for Coorong District residents, in particular. Relevant criteria will be:

- Not-for-profit organisation under Australian Taxation office definitions
- Incorporated/legitimate body or under the auspice of an incorporated body
- Australian Business Number (ABN)
- Financially viable by providing three (3) years of annual financial statements to Council (where applicable)
- Complies with relevant legislation and regulations governing its activities
- Demonstrates meeting a community need
- Good governance capability (eg. a constituted body)

A Community Land Management Plan for any community land must refer to and permit the said land to be leased accordingly.

A lease may be granted for land only or include existing Council buildings. Any development and maintenance of buildings and/or facilities (except existing Council owned buildings) on the land are entirely the responsibility of the lessee. Details will be clarified within the lease documentation.

Leases under the scope of this Policy may only be granted to Incorporated bodies.

Sub-Leasing

The head lease holder including Council may sub-lease to another party if supported by Council. The group must be an Incorporated body. The annual lease fee shall be no more than the fee of the head lease.

7. Licence

A licence generally does not (but may) provide for exclusive possession. Should exclusivity be requested, Council will follow the required Public Consultation process.

Council may grant a licence to occupy land to another party for a specified term which may also only permit them to occupy the premises during specified hours and days during the term subject to various conditions. There is no leasehold or other legal interest in the premises.

Any group seeking a licence, longer than a five (5) year term will be considered by Council. If public consultation is required in accordance with the Local Government Act 1999 consideration by Council will occur prior to the commencement of public consultation.

Licenses under (5) years may be authorised by the Chief Executive Officer.

Licences under the scope of this Policy may only be granted to Incorporated bodies.

8. Classification

Council recognises the various types of clubs and groups and their ability to raise revenue from diverse means. To ensure fairness, two classifications have been determined:

1. Community based group/service
2. Sporting and Community Clubs

9. Responsibility

Associated responsibilities have been adjusted for each of the classifications and are listed below;

9.1 Community based group/service

Council recognises the benefit of providing both financial and non-financial support to Community Groups and organisations.

These include but are not limited to service clubs, craft groups or associations etc.

Council is aware of the community benefits provided by these organisations and groups in developing social interaction, friendships, health and fitness, education, training and activities for residents. Additionally, it is acknowledged economic returns to the broader community and tourists through the various associations may also result. The unpaid contribution of volunteers to these activities is positively recognised and valued by Council.

Therefore, a Peppercorn Rental of $1.00 per annum will be attached to an incorporated community-based group/service lease or licence.

The following responsibilities apply to Community based groups/services (Lessee) in relation to the leasing of Council land/facilities.

<u>Lessee/Licensee responsibility for Council-owned buildings and land:</u>

- All outgoings – except for Council Rates and Emergency Services Levy in accordance with Council's Rating Policy and Local Government Act 1999 (including, but not limited to: electricity, water, gas, telephone, internet)
    - Where separately metered, agreement holders will be responsible for 100% of the cost of utilities consumed, with the utility accounts in the name of the agreement holder (where possible)
- Day-to-day repairs and maintenance of a non-capital nature as specified in a lease agreement (eg. replacement of light globes, washers, taps, carpet repairs, waste disposal costs, signage)
- Internal painting of buildings
- Public Liability Insurance
- Contents Insurance
- Air conditioners (maintenance and repair)

- Maintenance of curtains/drapes/blinds and floor coverings
- Plumbing maintenance (including fittings)
- Stoves and other electrical items
- Cleaning of roofs, gutters and downpipes
- Maintenance of door locks
- Maintenance of rainwater tanks
- Maintenance of roller doors
- Cleaning of premises
- Doors (interior/exterior)
- Maintenance of boundary fence and gates
- Maintenance of internal fence and gates

Council responsibility for Council-owned buildings and land:

- Preparation of lease documentation (including public consultation costs)
- Property insurance
- External painting
- Hot water service
- Graffiti clean up
- Pest control
- Internal access - 'roads'
- Septic maintenance/repair
- Maintenance of fire safety equipment
    - Extinguishers
    - Exit lights
- Maintenance of asbestos register
- Car park areas
- Repair building structural faults where it is not a result of negligent maintenance or use by the lessee

9.2 Sporting and Community Clubs

Council recognises the importance and community value that sporting facilities, and community clubs play in rural communities in encouraging health, fitness, social inclusion and community interaction within the district and those benefits are not underestimated.

Council also acknowledges the community benefit created by these groups and community clubs and recognises that in most instances there is an unpaid contribution of volunteers towards the maintenance and upgrade of the various sporting grounds and buildings. A peppercorn rent of $1.00 is to be charged for these leases.

Council maintains playing fields that are open to the public for passive recreational activities. There are some circumstances where Council may negotiate with a Club to take on the responsibility of maintaining sporting grounds which are specialist in nature, such as bowling greens.

Should a lessee/licensee seek Council's consent to install new flood lighting, they will be expected to fund and maintain all new infrastructure.

The following responsibilities apply to Sporting and Community Clubs (Lessee) in relation to the leasing of Council land/facilities.

Lessee/Licensee responsibility for Council-owned buildings and land:

- All outgoings– except for Council Rates and Emergency Services Levy. in accordance with Council's Rating Policy and Local Government Act 1999 (including, but not limited to: electricity, water, gas, telephone, internet)
    - Where separately metered, agreement holders will be responsible for 100% of the cost of utilities consumed, with the utility accounts in the name of the agreement holder (where possible)
- Water charges – Council may negotiate watering charges to grassed playing surfaces
- Day-to-day repairs and maintenance of a non-capital nature as specified in a lease agreement (eg. replacement of light globes, washers, taps, carpet repairs, waste disposal costs, signage)
- Internal painting of buildings
- Public Liability insurance
- Contents insurance
- Building insurance
- Air conditioners (maintenance and repair)
- Maintenance of curtains/drapes/blinds and floor coverings
- Plumbing maintenance (including fittings)
- Stoves and other electrical items
- Cleaning of roofs, gutters and downpipes
- Maintenance of door locks
- Maintenance of rainwater tanks
- Maintenance of roller doors
- Cleaning of premises
- Maintenance of curtains/drapes/blinds
- Doors (interior/exterior)
- Boundary fence and gates
- Internal fence and gates
- Internal access - 'roads'

- Car park areas (subject to lease arrangements)
- Septic maintenance/repair
- Mowing, maintenance and replacement of playing surfaces of a specialist nature including but not limited to bowling and croquet greens, turf cricket pitches, closed sporting facilities
- Maintenance and replacement of hard based playing surfaces including but not limited to tennis and netball courts, synthetic surfaces
- Maintenance and replacement of sports field flood lighting

Council responsibility for Council-owned buildings and land:

- Preparation of lease documentation (including public consultation costs)
- Property insurance
- External painting
- Hot water service
- Graffiti clean up
- Pest control
- Maintenance of asbestos register
- Maintenance of fire safety equipment
    - Extinguishers
    - Exit lights
- Repair building structural faults where it is not a result of negligent maintenance or use by the lessee
- Council will repair and maintain internal roadways and car parking areas (subject to lease arrangements)

9.3 Waste Management

9.3.1 Unless otherwise agreed in writing or detailed in any respective lease or licence agreement, Council requires that all lessees and licensees of Council-owned or Council-managed land and facilities make appropriate provision for the management of waste generated as a result of the permitted use.

9.3.2 For all sporting and community club lessees/licensees, Council will make available the following in accordance with its Kerbside Waste, Recycling & Green Organics Collection Service Policy:

- Baseline service provision
- Additional collection options

9.3.3 Council will arrange for waste collection at specific locations within leased or licensed areas where community utilised recreational facilities such as playgrounds or skate parks exist. For the avoidance of doubt, this will

generally involve a singular street collection bin in the immediate area of the recreational facility.

10. Transitional Arrangements

The provisions of this Policy will not apply to any existing leases or licenses, to the extent that the provisions contained herein are not in accordance with the original agreement. When the renewal of that lease or licence is negotiated, the provisions of this Policy will be applied fully.

Where no formal arrangements exists, then the provisions of this Policy will be applied to negotiate a formal lease or licence at the earliest opportunity.

11. Availability/Accessibility

This Policy is available for inspection at Council's offices during normal business hours & Council's website and will be emailed to interested parties on request (please lodge request in writing via email to council@coorong.sa.gov.au)

12. Document History

This Policy shall be reviewed at least every four (4) years or more frequently if legislation or Council requires.

Version	Adopted	Minute No	Description of change(s)
1	20 April 2021	076/21	New policy
2	21 April 2026	093/26	Minor formatting Definitions refined Criteria against which a lease is granted inserted (clause 6) Responsibility components refined (clause 9), particularly, greens maintenance, new lighting infrastructure at clause 9.2 and waste management provisions at clause 9.3 New clause inserted (10) regarding transitional arrangements (as applicable)
3	21 July 2026	217/26	New clause inserted (9.3.2) to align with baseline service provisions for sporting/community clubs