



CITY OF VINCENT

PROPERTY MANAGEMENT FRAMEWORK

BACKGROUND

After a review of the management of City properties, a revised and structured leasing and licensing framework (Framework) has been developed to ensure the City is meeting the demands and needs of the community. The Framework is supported by a policy containing the overarching principles, as well as an administrative procedure with specific lease and licence details and processes. The Framework provides a classification for leases and licences, along with an equitable methodology for calculating annual lease and licence fees.

The City's 48 properties are leased or licenced to a range of community organisations, sport and recreation clubs or associations, government agencies and commercial entities.

The Framework provides community groups and sporting clubs in categories one and two with a Community Benefit Subsidy if they demonstrate their use of the property benefits the community.

The Framework also establishes general terms and conditions that the City will use as the basis for negotiating all leases and licences, along with a detailed Maintenance Responsibility Guide (Appendix 2).

GUIDING PRINCIPLES – OBJECTIVES

The objectives of the Framework are:

- To meet growing community needs and to maximise community benefit, City owned and managed properties will be prioritised for use where occupancy arrangements include co-location, shared-use and highest community utilisation;

- To meet the Strategic Community Plan's objectives of 'Connected Community' and 'Thriving Places', City owned and managed properties will primarily be available for local not-for-profit organisations, community groups and other community purposes;
- To ensure transparency and equity, all financial and in-kind subsidisation by Council will be recognised where City owned and managed properties are used to meet demonstrated community needs;
- To ensure sustainable City owned and managed properties, effective asset management and demonstrated sound financial management will be prioritised; and
- Where appropriate, specific City owned and managed properties may be identified and made accessible for commercial activities for income generation to support and encourage sustainable City owned asset management.

TYPES OF OCCUPANCY AGREEMENTS

The main types of occupancy agreements include:

- **Lease** – exclusive occupation and use;
- **Licence** – contractual right to non-exclusive occupation and/or use; and
- **Management agreement** – contractual arrangement outlining the terms and conditions associated with usage, as negotiated.

Property hire (regular or occasional use of a property to deliver community-based programs, events and activities) on an hourly or daily rate, is not covered within the Framework as it

is dealt with separately under Policy No. 2.1.7 – Parks Reserves and Hall Facilities – Conditions of Hire and Use.

LEASES

A lease is a right granted by the owner of land for an occupant to have the exclusive use of that land for a specified period of time in exchange for an agreed rental payment.

In the sporting context, lease agreements are usually used where the site is either fully occupied for a specific purpose, for example bowling greens, tennis courts and synthetic hockey pitches; or where a club has made substantial contributions to the development of the site.

If a tenant has exclusive occupancy over the land or facility, it follows that the maintenance and management expectations placed on the tenant will usually be greater than they are under licence or hire agreements that are not exclusive.

LICENCES

Under the terms and conditions of a licence contract, the tenant is granted permission to access property for a specified purpose(s), such as conduct of a sporting activity at specified times and under specified conditions.

Licenses are usually used in cases where the facility or premises is shared by a number of groups, rather than lease agreements.

A license agreement does not provide for exclusive use of a facility beyond the specified times of access, so no 'interest' in the land is created. It is reasonable to expect the rights and obligations of the lessee in respect to maintenance and management of the facility would be less stringent under a license agreement than a lease agreement.

MANAGEMENT AGREEMENT

A management agreement is a contractual arrangement between the City and a tenant that outlines the terms and conditions associated with usage. The terms and conditions are not standard and are negotiated between the two parties.



PROPERTY MANAGEMENT RESPONSIBILITIES

ANNUAL TENANCY FEE METHODOLOGY

The City is committed to providing access to property for the benefit of the Vincent community. The City does not seek to derive profit from leases in categories 1 or 2.

The annual fee methodology is based on the Gross Rental Value (GRV) of the property with a subsidy applied based on a community benefit matrix.

Organisations that fall into categories three and four are responsible for all costs associated with the property. Rent for category three and four tenants is negotiated by reference to the total GRV for a property. Tenants within these categories will not be subject to a Management Agreement.

ANNUAL PROPERTY MANAGEMENT REPORTING

A report will be submitted to Council annually for all organisations with occupancy agreements.

This will cover:

- the occupancy agreement;
- revenue and expenditure; and
- level of subsidisation.

COMMUNITY BENEFIT MATRIX

To make City properties accessible and readily available, subsidies are available to organisations within categories 1 and 2.

SUBSIDY FORMULA

The City will credit a tenant's account with the appropriate percentage reduction based on the community benefit matrix.

ELIGIBILITY & APPLICATION

In order for community groups and clubs to be assessed for the community benefit subsidy, the tenant must provide the required documentation. Examples of this are annual Community Groups and Sporting Club Health Checks, profit and loss statements and copies of constitutions.

CLASSIFICATION OF TENANT

Under this framework, all tenants or prospective tenants of City properties will fall into one of four categories. These categories describe the primary purpose of the tenant.

The categories are:

Category One	Small community groups
Category Two	Sporting clubs, community groups and organisations
Category Three	Commercial entities, state and national clubs, associations and community organisations
Category Four	Government agencies

ATTACHMENTS

Essential term templates

- a. Category One (1)
- b. Category Two (2)
- c. Category Three (3)
- d. Category Four (4)

CATEGORY ONE (1) – SMALL COMMUNITY GROUPS

Eligibility Criteria	
Community Benefit	The service is unique, specific and meets a high level of need, or the service meets identified social/community needs. This type of service would not be provided unless supported by the City of Vincent lease.
Shared Use	Given the size of the facility and level of use by the tenant, hiring to the community outside the tenant's agreed usage is not a requirement.
Revenue	The group has limited or no capacity to generate revenue from on-site use or activities and the income of the group is generally restricted to low membership fees.
Membership	Demonstrates minimal membership regime and good governance and facilitates programs and activities that are specifically targeted at local residents and add value to the social and community fabric of Vincent.
Operational	Not-for-profit organisation, community group or club run solely by volunteers.
Organisational Structure	The organisation is locally based, stand alone and not-for-profit. It has a voluntary management committee, comprised mainly of local area representatives
	Examples of community groups within this category include playgroups, toy libraries, community gardens, men's sheds and organisations targeting social isolation.

Agreement Type	Outgoings	Statutory Compliance	Pest Inspection	Rubbish & Recycling Bins	Emergency Services Levy	Building Insurance	Public Liability Insurance	Minor Maintenance & Repairs	Capital Upgrades	Building Insurance Excess	Tenancy Fee
Management Agreement	X	X	X	X	✓	X	✓	X	X	✓	10% GRV
Licence	✓	✓	✓	✓	✓	X	✓	✓	X	✓	10% GRV
Lease	✓	✓	✓	✓	✓	✓	✓	✓	X	✓	10% GRV

A Management Agreement is likely for this category.

CATEGORY TWO (2) – SPORTING CLUBS, COMMUNITY GROUPS AND ORGANISATIONS

Eligibility Criteria	
Community Benefit	The service is unique, specific and meets a high level of need, or the service meets identified social/community needs. This type of service would not be provided unless supported by the City of Vincent lease.
Shared Use	Given the size of the facility and level of use by the tenant, hiring to the community outside the tenant's usage times on a fee for service basis (based on the City's Schedule of Fees and Charges for similar properties) may be a requirement.
Revenue	The tenant has the capacity to generate revenue from its use of the property (i.e. membership, bar or kitchen facilities) or activities consistent with the organisational purpose of the tenant.
Membership	Demonstrates an affordable membership regime and good governance and facilitates programs and activities that add value to the social and community fabric of the City.
Operational	Not-for-profit organisation, community group or club run by volunteers or paid workers.
Organisational Structure	The organisation is a locally-based service, outlet or project that may be part of a larger not-for-profit organisation.
	Small sporting clubs, community groups, youth and day centres and community centres.

Agreement Type	Outgoings	Statutory Compliance	Pest Inspection	Rubbish & Recycling Bins	Emergency Services Levy	Building Insurance	Public Liability Insurance	Minor Maintenance & Repairs	Capital Upgrades	Building Insurance Excess	Tenancy Fee
Management Agreement	✓	X	X	✓	✓	X	✓	X	X	✓	10% GRV
Licence	✓	✓	✓	✓	✓	X	✓	✓	X	✓	10% GRV
Lease	✓	✓	✓	✓	✓	✓	✓	✓	X	✓	10% GRV

CATEGORY THREE (3) – COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS AND COMMUNITY ORGANISATIONS

Eligibility Criteria	
Community Benefit	The provision of the service is generally not within the remit of local government and there may not be a direct local community benefit due to the nature of the group or organisation.
Revenue	Is externally funded or generates its own revenue through membership fees, events, venue hire, the sale of services or products or other means.
Organisational Structure	Includes corporations, incorporated associations, large not-for-profit organisations and private business owners.
	Commercial recreation and leisure centres, for-profit day care centres, state-wide or national not-for-profit organisations, medical practitioners, car parking licences, retail shops and office accommodation.

Agreement Type	Outgoings	Statutory Compliance	Pest Inspection	Rubbish & Recycling Bins	Emergency Services Levy	Building Insurance	Public Liability Insurance	Minor Maintenance & Repairs	Capital Upgrades	Tenancy Fee
Licence	✓	✓	✓	✓	✓	X	✓	✓	✓	Negotiated
Lease	✓	✓	✓	✓	✓	✓	✓	✓	✓	Negotiated by reference to GRV.

CATEGORY FOUR (4) – GOVERNMENT AGENCIES

Eligibility Criteria	
Community Benefit	The provision of the service is generally not within the remit of local government and there may not be a direct local community benefit.
Revenue	Receives significant funding from the State Government or organisations other than City.
Organisational Structure	Government department or government agency operated.
	Kindergartens, child health clinics and government sporting venues.

Agreement Type	Outgoings	Statutory Compliance	Pest Inspection	Rubbish & Recycling Bins	Emergency Services Levy	Building Insurance	Public Liability Insurance	Minor Maintenance & Repairs	Capital Upgrades	Tenancy Fee
Licence	✓	✓	✓	✓	✓	✓	✓	✓	✓	Negotiated
Lease	✓	✓	✓	✓	✓	✓	✓	✓	✓	Negotiated by reference to GRV.



GLOSSARY

PROPRIETARY RIGHT

A right to use or occupy property which allows exclusion of others from use, alienates other interests and is enforceable against all except those with a better proprietary right.

CAPITAL UPGRADE

Refers to enhancements to the existing facility to provide a higher level of service and/or enhancement which extends the original functionality or space. Capital upgrades extend the asset to cater for growth or additional service levels. Capital upgrades are at the City's sole discretion and must demonstrate an alignment with the City's Strategic Objectives.

The tenant may apply to Council for financial assistance to upgrade a leased/licenced facility with requests being considered as part of the budget process in the year in which the requests are received. The City will also work to assist groups when applying for funding.

CAPITAL RENEWAL

Relates to expenses incurred to restore the original function of the facility by replacing elements that have a life cycle shorter than planned for the entire facility. For example, replacing carpets.

The City is responsible for capital renewal and repairs, which relate to major structural elements of the building such as the roof or load bearing walls. The City is also responsible for expenses incurred to restore the original function of the facility by replacing elements that have a life cycle shorter than planned for the entire facility.

CONTRACTUAL RIGHT

A right arising out of a contractual arrangement, for example the right to non-exclusive use of a property under a Licence or Management Agreement.

GROSS RENTAL VALUE

The Gross Rental Value is an annual rental value for a property determined by the Valuer General once every three years in the metropolitan area. This means properties are valued on their potential rental income rather than their capital value.

EMERGENCY SERVICES LEVY (ESL)

The Emergency Services Levy (ESL) is a Department of Fire and Emergency Services compulsory levy for all buildings, which funds Western Australia's fire and emergency services, including career fire stations, volunteer fire brigades, State Emergency Service units, the Volunteer Marine Rescue Service and the multi-purpose Volunteer Emergency Service units.

OUTGOINGS

Outgoings are fees or charges associated with the use of a property. These may include utilities such as water, electricity and gas. Outgoings are charged in addition to rent, licence fees and rates and taxes. The City may require outgoings to be paid by instalments, based on an annual estimated budget for the premises (variable outgoings). Outgoings and variable outgoings are subject to annual review.

HEALTH CHECK

The Health Check is a document required to be completed by all sporting club and community group tenants leasing property. It includes contact details and information on

committee members, membership and financial performance. The Health Check will be provided to tenants on request (generally sent out in the second quarter) and must be completed and returned to the City with the required supporting information within a reasonable timeframe.

MAINTENANCE RESPONSIBILITIES

Facility maintenance includes minor day-to-day maintenance that can be performed by a non-tradesperson and more significant programmed and non-programmed asset renewal maintenance requiring the services of a qualified tradesperson or experienced maintenance person.

All maintenance obligations and maintenance standards will be clearly articulated in specific schedules to lease and licence documents and are highlighted in Appendix 2 at the end of the Framework.

Each tenant is required to maintain the facility in accordance with the maintenance schedule attached to their lease or licence using the services of registered and qualified tradespeople.

The maintenance schedule outlines the responsibilities of the City and the tenant.



ESSENTIAL TERM TEMPLATE – CATEGORY ONE (1) – SMALL COMMUNITY GROUPS

Initial Term	5 years
Option	Up to 2 x 5 years options (at the City's discretion)
Responsibilities of Tenant	<p>PAYMENTS</p> <ul style="list-style-type: none"> • Emergency Services Levy (ESL); • excess on building insurance claims • \$20 million public liability insurance; and • rent or licence fee. <p>REPAIR/MAINTENANCE</p> <ul style="list-style-type: none"> • Will maintain property in good repair, as detailed in the property condition report; • no property modifications or installations without City approval; • general minor maintenance of premises which includes replacement of fittings and fixtures including light globes and taps; and • cleaning (internal and external including annual carpet cleaning); <p>INSPECTIONS</p> <ul style="list-style-type: none"> • The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms. <p>CITY ACKNOWLEDGEMENT</p> <ul style="list-style-type: none"> • The tenant will acknowledge the City's contribution.
Responsibilities of the City	<p>PAYMENT (FOR MANAGEMENT AGREEMENTS ONLY)</p> <ul style="list-style-type: none"> • All outgoings, rates, taxes and insurances associated with the property; • pest inspections (including termite inspections) and treatment; • rubbish and recycling bin charges; • cost of statutory compliance (RCD, smoke alarm, emergency exit and fire hydrant testing); and • building insurance. <p>REPAIR/MAINTENANCE</p> <ul style="list-style-type: none"> • Re-painting of premises to ensure it remains in good condition; • maintenance of roofing, mechanical services and the main structure (unless damage caused by tenant); and • capital renewal of existing assets. <p>CAPITAL UPGRADES</p> <ul style="list-style-type: none"> • Capital upgrade and capital expansion of all assets within the leased area at the City's discretion. <p>INSPECTIONS</p> <ul style="list-style-type: none"> • The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms.
Tenancy Fee	10% GRV



ESSENTIAL TERM TEMPLATE – CATEGORY TWO (2) – SPORTING CLUBS AND COMMUNITY GROUPS AND ORGANISATIONS

Initial Term	5 years
Option	Up to 2 x 5 years options (at the City's discretion)
Responsibilities of Tenant	<p>PAYMENTS</p> <ul style="list-style-type: none"> • All outgoings, rates, taxes and insurances; • cost of maintaining statutory compliance including RCD, smoke alarm, emergency exit and fire hydrant testing (with the exception of groups on a Management Agreement); • pest inspections (including termite inspections) and treatment (with the exception of groups on a Management Agreement); • rubbish and recycling bin charges; • Emergency Services Levy (ESL); • excess on building insurance claims • building insurance (with the exception of groups on a Licence or Management Agreement); and • \$20 million public liability insurance. <p>REPAIR/MAINTENANCE</p> <ul style="list-style-type: none"> • Will maintain property in good repair, as detailed in the property condition report; • no property modifications or installations without City approval; • general minor maintenance of premises which includes replacement of fittings and fixtures including light globes and taps (with the exception of groups on a Management Agreement); • minor remedial painting to repair general wear and tear; and • cleaning (internal and external including annual carpet cleaning); <p>INSPECTIONS</p> <ul style="list-style-type: none"> • The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms. <p>CITY ACKNOWLEDGEMENT</p> <ul style="list-style-type: none"> • The tenant will acknowledge the City's contribution.
Responsibilities of the City	<p>REPAIR/MAINTENANCE</p> <ul style="list-style-type: none"> • Maintenance of roofing, mechanical services and the main structure (unless damage caused by Lessee/Licensors); • re-painting of internal and external premises; and • Capital Renewal of existing assets at the City's discretion. <p>CAPITAL UPGRADES</p> <ul style="list-style-type: none"> • Capital upgrade and capital expansion of all assets within the leased or licenced area.
Tenancy Fee	10% GRV



ESSENTIAL TERM TEMPLATE – CATEGORY THREE (3) – COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS AND COMMUNITY ORGANISATIONS

Initial Term	Maximum of 10 years.
Option	Up to 2 x 5 years options (at the City's discretion)
Responsibilities of Tenant	<p>UNLESS OTHERWISE AGREED BETWEEN THE PARTIES:</p> <p>PAYMENTS</p> <ul style="list-style-type: none"> • All outgoing, rates and taxes, including rubbish and recycling bin charges; • cost of statutory compliance (RCD, smoke alarm, emergency exit and fire hydrant testing); • pest inspections (including termite inspections) and treatment; • Emergency Services Levy (ESL); • building insurance, premium and excess; and • \$20 million public liability insurance. <p>REPAIR/MAINTENANCE</p> <ul style="list-style-type: none"> • General minor maintenance of premises which includes replacement of fittings and fixtures including light globes and taps; • re-painting of premises to ensure it remains in good condition; • cleaning (internal and external including annual carpet cleaning); and • line-marking of parking bays in car parks (if applicable). <p>CAPITAL UPGRADES</p> <ul style="list-style-type: none"> • Capital upgrade and capital expansion of all assets within the leased or licensed area; and • maintenance of fit-out. <p>INSPECTIONS</p> <ul style="list-style-type: none"> • The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms.
Responsibilities of the City	<p>REPAIR/MAINTENANCE</p> <ul style="list-style-type: none"> • Maintenance of roofing, mechanical services and main structure (unless damage caused by tenant); <p>CAPITAL RENEWAL</p> <ul style="list-style-type: none"> • Capital renewal of existing assets at the City's discretion.
Obligations of Tenant and Default Provisions	<ul style="list-style-type: none"> • The tenant is responsible for paying any license fees/rent and any other monies owed under the agreements within 14 days of the due date; • If the tenant fails to pay an invoice within the 14 day grace period, interest at a prescribed rate (as set by the agreement) will accrue on the outstanding amount until it is paid in full. • Continued failure to pay monies due and owing under the agreement may result in the City terminating the agreement. • If the tenant disputes any amount due and owing under the agreement, the tenant must notify the City. In the absence of manifest error, the tenant must pay the outstanding amount on the due date and any dispute about the amount will be resolved with the City following payment.
Tenancy Fee	Subject to negotiation based on GRV. The tenant may undertake a market rent valuation of the premises, at the tenant's cost.



ESSENTIAL TERM TEMPLATE – CATEGORY FOUR (4) – GOVERNMENT AGENCIES

Initial Term	Maximum of 10 years.
Option	Up to 2 x 5 years options (at the City's discretion)
Responsibilities of Tenant	<p>UNLESS OTHERWISE AGREED BETWEEN THE PARTIES:</p> <p>PAYMENTS</p> <ul style="list-style-type: none"> • All outgoings, rates and taxes, including rubbish and recycling bin charges; • cost of statutory compliance (RCD, smoke alarm, emergency exit and fire hydrant testing) • pest inspections (including termite inspections) and treatment; • Emergency Services Levy (ESL); • building insurance; and • \$20 million public liability insurance. <p>REPAIR/MAINTENANCE</p> <ul style="list-style-type: none"> • General minor maintenance of premises which includes replacement of fittings and fixtures including light globes and taps; • re-painting of premises to ensure it remains in good condition; • cleaning (internal and external including annual carpet cleaning); and • line-marking of parking bays in car parks (if applicable). <p>CAPITAL UPGRADES</p> <ul style="list-style-type: none"> • Capital upgrade and capital expansion of all assets within the leased or licenced area; and • maintenance of fit-out. <p>INSPECTIONS</p> <ul style="list-style-type: none"> • The City will inspect the premises annually (or as required) and will give the tenant appropriate notice in accordance with the lease terms. <p>CITY ACKNOWLEDGEMENT</p> <ul style="list-style-type: none"> • If less than the market rent is being paid by the tenant, the tenant will acknowledge the City's support through signage or other means as agreed by the City.
Obligations of Tenant and default provisions	<ul style="list-style-type: none"> • The tenant is responsible for paying any license fees/rent and any other monies owed under the agreements within 14 days of the due date; • If the tenant fails to pay an invoice within the 14 day grace period, interest at a prescribed rate (as set by the agreement) will accrue on the outstanding amount until it is paid for in full. • Continued failure to pay monies due and owing under the agreement may result in the City terminating the agreement. • If the tenant disputes any amount due and owing under the agreement, the tenant must notify the City. In the absence of manifest error, the tenant must pay the outstanding amount on the due date and any dispute about the amount will be resolved with the City following payment.
Responsibilities of the City	<p>REPAIR/MAINTENANCE</p> <ul style="list-style-type: none"> • Maintenance of roofing, mechanical services and main structure (unless damage caused by tenant). <p>CAPITAL RENEWAL</p> <ul style="list-style-type: none"> • Capital renewal of existing assets at the City's discretion.
Tenancy Fee	Subject to negotiation based on GRV. The tenant may undertake a market rent valuation of the premises, at the tenant's cost.



APPENDIX 1

LIST OF PROPERTIES

Property Type	Facility Address
Bowling Club	Portion of 10 Farmer Street, North Perth
Child Health Clinic	244A Vincent Street, Leederville
Child Health Clinic	4 Broome Street, Highgate
Child Health Clinic	84 Harold Street, Highgate
Child Health Clinic	Portion of 99 Loftus Street, Leederville
Child Health Clinic	Portion of Mt Hawthorn Community Centre, 197 Scarborough Beach Road, Mt Hawthorn
Clinic and offices	Portion of Beatty Park Leisure Centre, 220 Vincent Street, North Perth
Community Centre	Portion of 10 Farmer Street, North Perth
Community Centre	62 Frame Court, Leederville
Community Centre	413 Bulwer Street, West Perth
Community Centre	Portion of 99 Loftus Street, Leederville
Community Facility	38 Kalgoorlie Street, Mount Hawthorn
Community Facility	Portion of 176 Fitzgerald Street, Perth
Community Garden	Portion of 10 Farmer Street, North Perth
Croquet Club	66 Harold Street, Mt Lawley
Dental Clinic	31 Sydney Street, North Perth
Kindergarten	45 Richmond Street, Leederville
Men's Shed	Portion of 10 Farmer Street, North Perth
Office	286 Beaufort Street, Perth
Offices	246 Vincent Street, Leederville
Offices	4 View Street, North Perth
Playgroup	15 Haynes Street, North Perth
Playgroup	87 The Boulevarde, Mt Hawthorn
Playgroup	Portion of Forrest Park Pavilion, 66 Harold Street, Highgate
Playgroup	Portion of Mt Hawthorn Community Centre, 197 Scarborough Beach Road, Mt Hawthorn
Sporting facilities	180 Charles Street, West Perth
Sporting facilities	Portion of 99 Loftus Street, Leederville
Sporting facilities	39 Britannia Road, Leederville
Sporting facilities	55 Albert Street, North Perth
Sporting facilities	Portion of 244 Vincent Street, Leederville
Sporting facilities	Portion of 244 Vincent Street, Leederville
Sporting facilities	Portion of Forrest Park Pavilion, 66 Harold Street, Highgate
Sporting facilities	41 Britannia Street, Leederville
Sporting facilities	315 Bulwer Street, Perth
Sporting facilities	Portion of 3 Lawley Street, West Perth
Tennis Club	Portion of 176 Fitzgerald Street, Perth
Tennis Club	150 Richmond Street, Leederville
Tennis Club	176 Fitzgerald Street, Perth
Tennis Club	310 Pier Street, Perth
Tennis Club	Portion of 10 Farmer Street, North Perth
Toy Library	Portion of Mt Hawthorn Community Centre, 197 Scarborough Beach Road

APPENDIX 2

SCHEDULE OF MAINTENANCE OBLIGATIONS – CATEGORY ONE (1) – SMALL COMMUNITY GROUPS

MAINTENANCE ITEM	LESSOR'S OBLIGATIONS	TENANT OBLIGATIONS
STATUTORY/MINIMUM LEVEL OF SERVICE OBLIGATIONS		
Emergency exit lighting systems and emergency doors	Arrange and pay for annual inspections of the premises to ensure maintenance and compliance with requirements of the Building Code of Australia and Australian Standards.	Ensure that any faults or operational issues with the emergency/exit lighting systems in the premises are promptly reported to the lessor.
Fire protection equipment (e.g. fire extinguishers, hoses, smoke alarms)	Arrange and pay for annual inspections of the premises to ensure compliance with FESA and DFES requirements.	Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the lessor.
RCD protections, tagging electrical equipment	At its cost, ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.	Ensure that all portable plug-in electrical equipment and RCDs are regularly inspected in accordance with relevant legislation.
Pest control, vermin control and termites	Arrange and pay for annual pest inspections and extermination treatment.	Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the lessor any pest activity or required treatment.
PREMISES AND SECURITY		
Cleaning and cobweb removal	Not applicable	Ensure premises is kept tidy and free of litter, dirt, rubbish, cobwebs and broken glass at all times.
Malicious damage and break-ins	Responsible for minor repairs and cleaning of broken glass, windows and doors after an incident.	Responsible for repairing and replacing any stolen goods or broken fixtures and fittings. Report any incidents of malicious damage or break-ins to the lessor.
Vandalism & graffiti	Remove external vandalism and graffiti.	Remove internal vandalism & graffiti and repair any damage caused.
Security monitoring, equipment and security lights.	If the lessor provides a security system to the premises, the lessor will maintain the security system in good condition but is not required to replace the security system if it comes to the end of its economic life.	The tenant must ensure the premises is maintained in a secure condition at all times. If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises. If the lessor is called upon to attend the premises or the lessor incurs expense for a call out on a lessor installed security system, the tenant must pay all costs incurred due to that call out.
Ceiling	Repair any structural damage to ceilings.	Clean ceilings as required and report any structural damage to the lessor.
Walls	Repair structural damage to load bearing walls.	Keep clean at all times, dust cobwebs and report structural repairs or faults to lessor.
Window, glass panes, flyscreens, security screens, doors, door handles.	Remove any irreparable items.	Keep items clean, operable, lockable, and firmly fixed. Repair, replace and lubricate hinges of items if damage caused by misuse/ internal vandalism.
Skylights, lighting, globes	Remove any skylights or lighting fixtures (excluding globes) requiring replacement due to old age/end of economic life.	Keep clean at all times and repair or replace as required
Painting	Complete external and internal painting, as required and determined by the Lessor.	Touch up paint damage on internal walls as required.
Cupboards, blinds, curtains, mirrors	Replace as and when determined by the lessor.	Keep clean at all times. Maintain and repair items as required.
Carpet	Replace as and when determined by the lessor.	Keep clean at all times. Professionally clean at least once annually.
Vinyl floors	Replace as and when determined by the lessor.	Keep clean at all times.

Wooden floors	Replace as and when determined by the lessor.	Keep clean at all times.
Tiled floors	Replace as and when determined by the lessor.	Keep clean at all times.
Bathrooms and changerooms (including: drains, hot water systems, sewerage, showers, sinks, taps, toilets etc.)	Remove any irreparable items. Undertake capital renewal as and when determined by the lessor. Where the lessor undertakes work or repairs to clear blockages which have occurred as a result of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the lessor's costs of undertaking those works.	Must keep clean at all times. Ensure all are operable and free from any blockages. Repair leaks, service and maintain as required. Tenant shall not permit foreign objects or matter to be placed into drains, toilets or grease traps.
FIXTURES, FITTINGS, APPLIANCES AND ELECTRICAL		
Air-conditioning	Repair and undertake annual servicing of air-conditioning units/systems.	Notify lessor if air conditioner unit requires servicing or repair. Responsible for replacing if damage is due to internal vandalism.
Oven vents	If at the end of its life, the lessor may, at its discretion, replace.	Keep clean at all times and repair when necessary
Exhaust fans	If at the end of its life, the lessor may, at its discretion, replace.	Keep clean at all times and repair when necessary
Electrical fittings (i.e. plugs, switches, sockets, leads, lights, power points)	Replace any irreparable items. If replacement is caused by misuse/negligence of tenant, lessor may require the tenant to reimburse it for the cost of replacement.	The tenant must ensure that electrical fittings are not overloaded when in use.
Wiring	Replace any irreparable items.	Advise the lessor prior to any wiring or electrical work taking place.
Appliances (i.e. fridges, toasters, freezer, stove, microwaves, washing machine)	Replace irreparable items at the discretion of the lessor.	Keep clean at all times. Keep items operable, regularly maintain and repair as required.
PREMISES EXTERIOR AND SURROUNDS		
Roof (including leaks, broken tiles etc.)	Repair any structural damage to roof and clean as required.	Report any structural damage to the lessor.
Eaves, gutters and downpipes	Repair any damage to eaves, gutters and downpipes. If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the lessor may require the tenant to reimburse the lessor for the cost of undertaking the repairs.	Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to the lessor.
Garden and surrounds (including fencing and gates)	Responsible for any major tree pruning and tree removal. Replacing fences and/or gates as required and determined by the lessor.	Maintain the surroundings, fertilising and minor pruning and conduct regular mowing of the lawn at its own cost. Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced and maintained. Not to remove any trees or hedges without first obtaining approval from the lessor, except for urgent safety reasons.
Walkways, footpaths, access, steps, ramps	Responsible for City verge footpaths.	Keep clean and clear at all times.
Carpark	Responsible for bitumen repairs, pot-hole maintenance and line marking.	Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.
Shed, roller doors and garage (if applicable)	Replace as and when determined by the lessor.	Responsible for cleaning, repairs and maintenance of such structures.
Abandoned rubbish	Arrange for removal of abandoned furniture, car parts and larger rubbish that has been dumped on the verge, carpark or grassed area.	Arrange for removal of smaller abandoned items that have been dumped on the property which will fit in the bins provided.
Pollution	None.	Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil or other pollutants. Report any pollution, contamination or suspected pollution/contamination to the land to the lessor promptly.
Maintain, Service and Repair Bore and Pump	Responsible for annual inspection, and determining the schedule for maintenance and repair. Service, repair and maintenance costs are to be allocated between the lessor and tenant in the property lease	As defined in the property lease

SCHEDULE OF MAINTENANCE OBLIGATIONS – CATEGORY TWO (2) – SPORTING CLUBS AND COMMUNITY GROUPS AND ORGANISATIONS

MAINTENANCE ITEM	LESSOR'S OBLIGATIONS	TENANT OBLIGATIONS
STATUTORY/MINIMUM LEVEL OF SERVICE OBLIGATIONS		
Emergency exit lighting systems and emergency doors	Lessor will undertake annual inspections of the premises to ensure maintenance and compliance with requirements of the Building Code of Australia and Australian Standards.	Ensure that any faults or operational issues with the emergency/exit lighting systems in the premises are promptly reported to the lessor. Reimburse the lessor for the cost of annual compliance inspections.
Fire protection equipment (e.g. fire extinguishers, hoses, smoke alarms)	Lessor will undertake annual inspections of the premises to ensure compliance with FESA and DFES requirements.	Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the lessor. Reimburse the lessor for the cost of annual compliance inspections.
RCD protections, tagging electrical equipment	Ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.	Ensure that all portable plug-in electrical equipment and RCDs are regularly inspected in accordance with relevant legislation. Reimburse the lessor for the cost of annual compliance inspections.
Pest control, vermin control and termites	Lessor will undertake annual pest inspections and extermination treatment.	Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the lessor any pest activity or required treatment. Reimburse the lessor for the cost of annual pest inspection and treatments.
PREMISES AND SECURITY		
Cleaning and cobweb removal	None.	Ensure premises is kept tidy and free of litter, dirt, rubbish, cobwebs and broken glass at all times.
Malicious damage and break ins	At request of tenant, will submit building insurance claim on behalf of tenant.	Responsible for repairing and replacing any stolen goods or broken fixtures and fittings, minor repairs and cleaning of broken glass, windows and doors after an act/incident of malicious damage. Report any incidents of malicious damage or break-ins to the lessor.
Vandalism & graffiti	At request of tenant, will submit building insurance claim on behalf of tenant.	Remove internal and external vandalism & graffiti and repair any damage caused.
Security monitoring, equipment and security lights.	If the lessor provides a security system to the premises, the lessor will maintain the security system in good condition but is not required to replace the security system if it comes to the end of its economic life. Any call out fees incurred by the lessor for the premises will be passed on to the tenant.	The tenant must ensure the premises is maintained in a secure condition at all times. If the tenant installs a security system in the premises, the tenant must keep the security system in good condition, pay all monitoring and service costs associated with the security system and promptly attend any call outs to the premises. If the lessor is called upon to attend the premises or the lessor incurs expense for a call out on a lessor installed security system, the tenant must pay to the lessor on demand all costs incurred by the lessor due to that call out.
Ceiling	Repair any structural damage to ceiling. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the lessor may require the tenant to reimburse it for cost of repairing the damage.	Clean ceilings, as required, and report any structural damage to the lessor.
Walls	Repair structural damage to load bearing walls. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the lessor may require the tenant to reimburse it for cost of repairing the damage.	Keep clean at all times, dust any cobwebs and report any structural repairs or faults to lessor.
Window, glass panes, flyscreens, security screens, doors, door handles.	Replace any irreparable items.	Keep items clean, operable, lockable, and firmly fixed. Repair, replace and lubricate hinges of items if damage caused by misuse/internal vandalism.
Skylights, lighting, globes	Replace any skylights or lighting fixtures (excluding globes) requiring replacement due to old age/end of economic life.	Keep clean at all times and repair or replace as required
Painting	Repaint premises (interior and exterior) to ensure it remains in good repair, as and when determined by the lessor.	Minor remedial painting and touch ups to repair general wear and tear.
Cupboards, blinds, curtains, mirrors	Replace as and when determined by the lessor.	Keep clean at all times. Maintain and repair items as required.
Carpet	Replace as and when determined by the lessor.	Keep clean at all times. Professionally clean at least once annually.

Vinyl floors	Replace as and when determined by the lessor.	Keep clean at all times.
Wooden floors	Replace as and when determined by the lessor.	Keep clean at all times.
Tiled floors	Replace as and when determined by the lessor.	Keep clean at all times.
Bathrooms and changerooms (including: drains, hot water systems, sewerage, showers, sinks, taps, toilets etc.)	Replace irreparable items. Undertake capital renewal as and when determined by the lessor. Where the lessor undertakes works or repairs to clear blockages which have occurred as a result of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the lessor's costs of undertaking those works.	Must keep clean at all times. Ensure all are operable and free from any blockages. Tenant shall not permit foreign objects or matter to be placed into drains, toilets or grease traps. Tenant will advise the City before making repairs of installing electrical appliances with the use of a qualified electrician.
FIXTURES, FITTINGS, APPLIANCES AND ELECTRICAL		
Air-conditioning	Repair and undertake annual servicing of air-conditioning units/systems. Replace air-conditioning units/systems that are irreparable or at the end of their economic life.	Notify lessor if air conditioner unit requires servicing or repair. Responsible for replacing if damage is due to internal vandalism.
Oven vents	If at the end of its life, the lessor may, at its discretion, replace.	Keep clean at all times and repair when necessary
Exhaust fans	If at the end of its life, the lessor may, at its discretion, replace.	Keep clean at all times and repair when necessary
Electrical fittings (i.e. plugs, switches, sockets, leads, lights, power points)	Replace any irreparable items. If replacement is caused by misuse/negligence of tenant, lessor may require the tenant to reimburse it for the cost of replacement.	Maintain and repair as required. The tenant must ensure that electrical fittings are not overloaded when in use.
Wiring	Replace any irreparable items.	Advise the lessor prior to any wiring or electrical work taking place
Appliances (i.e. fridges, toasters, freezer, stove, microwaves, washing machine)	Replace irreparable items at the discretion of the lessor.	Keep clean at all times. Keep items operable, regularly maintain and repair as required.
PREMISES EXTERIOR AND SURROUNDS		
Roof (including leaks, broken tiles etc.)	Repair any structural damage to roof and clean roofs as required. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the lessor may require the tenant to reimburse it for cost of repairing the damage.	Report any structural damage to the lessor. Repair any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters and downpipes in a clean and clear condition.
Eaves, gutters & downpipes	Repair any damage to eaves, gutters and downpipes. If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the lessor may require the tenant to reimburse the lessor for the cost of undertaking the repairs.	Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to same to the lessor. Repair any damage to the eaves, gutters or downpipes where caused or contributed to by the tenant or its failure to maintain the eaves, gutters and downpipes in a clean and clear condition.
Garden and surrounds (including fencing and gates)	Responsible for any major tree pruning and tree removal. Replacing fences and/or gates as required and determined by the lessor.	Maintain the surroundings, fertilising, minor pruning and conduct regular mowing of the lawn at its own cost. Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced and maintained. Not to remove any trees or hedges without first obtaining approval from the lessor, except for urgent safety reasons.
Walkways, footpaths, access, steps, ramps	Responsible for City verge footpaths.	Keep clean and clear at all times.
Carpark	Responsible for bitumen repairs, pot-hole maintenance and line marking.	Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions.
Shed, roller doors and garage (if applicable)	Replace as and when determined by the lessor.	Responsible for cleaning, repairs and maintenance of such structures.
Abandoned rubbish	Arrange for removal of abandoned furniture, car parts and larger rubbish that has been dumped on the verge, carpark or grassed area.	Arrange for removal of smaller abandoned items that has been dumped on the property which will fit in the bins provided.
Pollution	None.	Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil or other pollutants. Report any pollution, contamination or suspected pollution/contamination to the land to the Lessor promptly.
Maintain, Service and Repair Bore and Pump	Responsible for annual inspection, and determining the schedule for maintenance and repair. Service, repair and maintenance costs are to be allocated between the lessor and tenant in the property lease	As defined in the property lease

SCHEDULE OF MAINTENANCE OBLIGATIONS – CATEGORY THREE (3) – COMMERCIAL ENTITIES, STATE AND NATIONAL CLUBS, ASSOCIATIONS AND COMMUNITY ORGANISATIONS

MAINTENANCE ITEM	LESSOR'S OBLIGATIONS	TENANT'S OBLIGATIONS
STATUTORY/MINIMUM LEVEL OF SERVICE OBLIGATIONS		
Emergency exit lighting systems & emergency doors	Undertake annual inspections of the Premises to ensure maintenance and compliance with requirements of the Building Code of Australia and Australian Standards.	Ensure that any faults or operational issues with the emergency/exit lighting systems in the Premises are promptly reported to the lessor. Reimburse the lessor for the cost of annual compliance inspections.
Fire protection equipment (e.g. fire extinguishers, hoses, smoke alarms)	Undertake annual inspections of the premises to ensure compliance with FESA and DFES requirements.	Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the lessor. Reimburse the lessor for the cost of annual compliance inspections.
RCD protections, tagging electrical equipment	Ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.	Ensure that all portable plug-in electrical equipment are regularly inspected (a minimum of once every 12 calendar months) in accordance with relevant legislation. Reimburse the lessor for the cost of annual RCD compliance testing.
Pest control, vermin control & termites	Undertake annual pest inspections and extermination treatments (if required).	Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the lessor any pest activity or required treatment. Reimburse the lessor for the cost of annual pest inspection and treatments.
PREMISES AND SECURITY		
Cleaning & cobweb removal	None.	Ensure premises is kept tidy and free of litter, dirt, rubbish, cobwebs and broken glass at all times.
Malicious damage & break-ins	At request of tenant, will submit building insurance claim on behalf of tenant.	Responsible for repairs and cleaning of broken glass, windows and doors after an act/incident of malicious damage. Responsible for repairing and replacing any stolen goods or broken fixtures and fittings. Report any incidents of malicious damage or break-ins to the lessor. Must pay any excess for a building insurance claim commenced by the lessor at the tenant's request.
Vandalism & graffiti	At request of tenant, will submit building insurance claim on behalf of the tenant.	Remove all vandalism & graffiti and repair any damage caused. Must pay any excess for a building insurance claim commenced by the lessor at the tenant's request.
Security monitoring, equipment and security lights.	None.	The tenant must ensure the premises is maintained in a secure condition at all times. If any security monitoring, equipment or lighting is in use by the tenant at the premises (including any installed by the tenant), the tenant must ensure all equipment and lighting is maintained in good condition and undertake regular servicing of any security equipment at the premises. If the lessor is called upon to attend the premises or the lessor incurs expense for a call out on a lessor installed security system, the tenant must pay to the lessor on demand all costs incurred by the lessor due to that call out.
Ceiling	Repair any structural damage to ceiling. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the lessor may require the tenant to reimburse it for cost of repairing the damage.	Clean ceilings, as required, and report any structural damage to the lessor.
Walls	Repair structural damage to load bearing walls. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the lessor may require the tenant to reimburse it for cost of repairing the damage.	Keep clean at all times, dust any cobwebs and report any structural repairs or faults to lessor.
Window, glass panes, flyscreens, security screens, doors, door handles.	None.	Keep items clean, operable, lockable, and firmly fixed. Repair, replace and lubricate hinges of items, repair/replace any items that are broken or damaged where caused by misuse/internal vandalism.
Skylights, lighting, globes	None.	Keep clean at all times and repair and/or replace as required. Replace all globes as required.
Painting	None.	At least once every 5 years of the term and three months before the expiry of the lease, repaint the premises (interior and exterior) with a minimum of two coats of good quality paint (in a colour approved by the lessor) to a tradesmanlike finish. Touch up any paint damage on internal walls, as required.

Cupboards, blinds, curtains, mirrors	None.	Keep clean at all times. Maintain, repair and replace items as required.
Carpet	None.	Keep clean at all times, repair and/or replace when at end of economic life. Professionally clean at least once annually.
Vinyl floors	None.	Keep clean at all times, repair and/or replace when at end of economic life.
Wooden floors	None.	Keep clean at all times, repair and/or replace when at end of economic life.
Tiled floors	None.	Keep clean at all times, repair and/or replace when at end of economic life.
Bathrooms and changerooms (including: drains, hot water systems, sewerage, showers, sinks, taps, toilets etc.)	<p>Replace items that require replacement due to old age/end of economic life. Undertake capital renewal as an when determined by the lessor.</p> <p>Where the lessor undertakes works or repairs to clear blockages which have occurred as a result of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the lessor's costs of undertaking those works.</p>	<p>Must keep clean at all times. Ensure all are operable and free from any blockages. Repair leaks, service and maintain as required.</p> <p>Replace damaged items as required.</p> <p>Tenant shall not permit foreign objects or matter to be placed into drains, toilets or grease traps.</p>
FIXTURES, FITTINGS, APPLIANCES AND ELECTRICAL		
Air-conditioning	Replace lessor installed air-conditioning unit/system where replacement is required due to old age/end of economic life. If replacement is required due to tenant failing to maintain the unit/system in good condition, the lessor may require the tenant to pay for the replacement unit/system.	Repair and undertake annual servicing of air-conditioning units/systems. Replace air-conditioning unit where tenant installed air-conditioning unit or replacement is required to damage/lack of maintenance by the tenant.
Oven vents	None.	Keep clean at all times, repair and/or replace when necessary.
Exhaust fans	None.	Keep clean at all times, repair and/or replace when necessary.
Electrical fittings (i.e. plugs, switches, sockets, leads, lights, power points)	Replace any irreparable items. If replacement is caused by misuse/negligence of tenant, lessor may require the tenant to reimburse it for the cost of replacement.	Maintain and repair as required. The tenant must ensure that electrical fittings are not overloaded when in use.
Wiring	Replace any irreparable items.	Repair, maintain and advise the Lessor prior to any wiring or electrical work taking place.
Appliances (i.e. fridges, toasters, freezer, stove, microwaves, washing machine)	None.	Keep clean at all times. Keep items operable, regularly maintain and repair as required. Replace irreparable appliances.
PREMISES EXTERIOR AND SURROUNDS		
Roof (including leaks, broken tiles etc.)	Repair any structural damage to roof and clean roofs as required. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the lessor may require the tenant to reimburse it for cost of repairing the damage.	Report any structural damage to the lessor. Repair any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters and downpipes in a clean and clear condition.
Eaves, gutters & downpipes	Repair any damage to eaves, gutters and downpipes. If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the lessor may require the tenant to reimburse the lessor for the cost of undertaking the repairs.	Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to same to the tenant. Repair any damage to the eaves, gutters or downpipes where caused or contributed to by the tenant or its failure to maintain the eaves, gutters and downpipes in a clean and clear condition.
Garden and surrounds (including fencing and gates)	Responsible for any major tree pruning and tree removal. Replacing fences and/or gates as required and determined by the lessor.	Maintain the surroundings, fertilising, minor pruning and conduct regular mowing of the lawn. Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced and maintained. Not to remove any trees or hedges without first obtaining approval from the lessor, except for urgent safety reasons.
Walkways, footpaths, access, steps, ramps	Responsible for City verge footpaths.	Keep clean and clear at all times. Repair damage or trip hazards to access/walk ways other than the City verge footpath.
Carpark	Responsible for bitumen repairs and pot-hole maintenance.	Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions. Undertake car park line marking as required.

Shed, roller doors and garage (if applicable)	Replace as and when determined by the lessor.	Responsible for cleaning, repairs, replacement and maintenance of such structures.
Abandoned rubbish	Arrange for removal of abandoned furniture, car parts and larger rubbish that has been dumped on the verge, carpark or grassed area.	Arrange for removal of abandoned items that have been dumped on the property and will fit in the bins provided.
Pollution	None.	Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil or other pollutants. Report any pollution, contamination or suspected pollution/contamination to the land to the Lessor promptly.

SCHEDULE OF MAINTENANCE OBLIGATIONS – CATEGORY FOUR (4) – GOVERNMENT AGENCIES

MAINTENANCE ITEM	LESSOR'S OBLIGATIONS	LESSEE'S OBLIGATIONS
STATUTORY/MINIMUM LEVEL OF SERVICE OBLIGATIONS		
Emergency exit lighting systems & emergency doors	Undertake annual inspections of the premises to ensure maintenance and compliance with requirements of the Building Code of Australia and Australian Standards.	Ensure that any faults or operational issues with the emergency/exit lighting systems in the premises are promptly reported to the lessor. Reimburse the lessor for the cost of annual compliance inspections.
Fire protection equipment (e.g. fire extinguishers, hoses, smoke alarms)	Undertake annual inspections of the premises to ensure compliance with FESA and DFES requirements.	Ensure that any use or operational issues with the fire protection equipment in the premises are promptly reported to the lessor. Reimburse the lessor for the cost of annual compliance inspections.
RCD protections, tagging electrical equipment	Ensure that all RCDs are repaired and maintained in accordance with the relevant legislation.	Ensure that all portable plug-in electrical equipment are regularly inspected (a minimum of once every 12 calendar months) in accordance with relevant legislation. Reimburse the lessor for the cost of annual RCD compliance testing.
Pest control, vermin control & termites	Undertake annual pest inspections and extermination treatments (if required).	Endeavour to keep the premises free and clear of all rodents, rats, vermin, insects, birds, animals and other pests and report to the lessor any pest activity or required treatment. Reimburse the lessor for the cost of annual pest inspection and treatments.
PREMISES AND SECURITY		
Cleaning & cobweb removal	None.	Ensure premises is kept tidy and free of litter, dirt, rubbish, cobwebs and broken glass at all times.
Malicious damage & break-ins	At request of tenant, will submit building insurance claim on behalf of tenant.	Responsible for repairs and cleaning of broken glass, windows and doors after an act/incident of malicious damage. Responsible for repairing and replacing any stolen goods or broken fixtures and fittings. Report any incidents of malicious damage or break-ins to the lessor. Must pay any excess for a Building Insurance claim commenced by the lessor at the tenant's request.
Vandalism & graffiti	At request of tenant, will submit building insurance claim on behalf of tenant.	Remove all vandalism & graffiti and repair any damage caused. Must pay any excess for a Building Insurance claim commenced by the lessor at the tenant's request.
Security monitoring, equipment and security lights.	None.	The tenant must ensure the premises is maintained in a secure condition at all times. If any security monitoring, equipment or lighting is in use by the tenant at the premises (including any installed by the tenant), the tenant must ensure all equipment and lighting is maintained in good condition and undertake regular servicing of any security equipment at the premises. If the lessor is called upon to attend the premises or the lessor incurs expense for a call out on a lessor installed security system, the tenant must pay to the lessor on demand all costs incurred by the lessor due to that call out.
Ceiling	Repair any structural damage to ceiling. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the lessor may require the tenant to reimburse it for cost of repairing the damage.	Clean ceilings, as required, and report any structural damage to the lessor.
Walls	Repair structural damage to load bearing walls. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the lessor may require the tenant to reimburse it for cost of repairing the damage.	Keep clean at all times, dust any cobwebs and report any structural repairs or faults to lessor.
Window, glass panes, flyscreens, security screens, doors, door handles.	None.	Keep items clean, operable, lockable, and firmly fixed. Repair, replace and lubricate hinges of items, repair/replace any items that are broken or damaged where caused by misuse/internal vandalism.

Skylights, lighting, globes	None.	Keep clean at all times and repair and/or replace as required. Replace all globes as required.
Painting	None.	At least once every 5 years of the term and three months before the expiry of the lease, repaint the premises (interior and exterior) with a minimum of two coats of good quality paint (in a colour approved by the lessor) to a tradesmanlike finish. Touch up any paint damage on internal walls, as required.
Cupboards, blinds, curtains, mirrors	None.	Keep clean at all times. Maintain, repair and replace items as required.
Carpet	None.	Keep clean at all times, repair and/or replace when at end of economic life. Professionally clean at least once annually.
Vinyl floors	None.	Keep clean at all times, repair and/or replace when at end of economic life.
Wooden floors	None.	Keep clean at all times, repair and/or replace when at end of economic life.
Tiled floors	None.	Keep clean at all times, repair and/or replace when at end of economic life.
Bathrooms and changerooms (including: drains, hot water system, sewerage, showers, sinks, taps, toilets etc.)	<p>Replace items that require replacement due to old age/end of economic life. Undertake capital renewal as an when determined by the lessor.</p> <p>Where the lessor undertakes works or repairs to clear blockages which have occurred as a result of the neglect, misuse or default of the tenant, the tenant must pay (on demand) the lessor's costs of undertaking those works.</p>	<p>Must keep clean at all times. Ensure all are operable and free from any blockages. Repair leaks, service and maintain as required.</p> <p>Replace damaged items as required.</p> <p>Tenant shall not permit foreign objects or matter to be placed into drains, toilets or grease traps.</p>

FIXTURES, FITTINGS, APPLIANCES AND ELECTRICAL

Air-conditioning	None.	Repair and undertake annual servicing of air-conditioning units/systems. Replace air-conditioning unit where required.
Oven vents	None.	Keep clean at all times, repair and/or replace when necessary.
Exhaust fans	None.	Keep clean at all times, repair and/or replace when necessary.
Electrical fittings (i.e. plugs, switches, sockets, leads, lights, power points)	Replace any irreparable items. If replacement is caused by misuse/negligence of tenant, lessor may require the tenant to reimburse it for the cost of replacement.	Maintain and repair as required. The tenant must ensure that electrical fittings are not overloaded when in use.
Wiring	Replace any irreparable items.	Repair, maintain and advise the lessor prior to any wiring or electrical work taking place.
Appliances (i.e. fridges, toasters, freezer, stove, microwaves, washing machine)	None.	Keep clean at all times. Keep items operable, regularly maintain and repair as required. Replace irreparable appliances.

PREMISES EXTERIOR AND SURROUNDS

Roof (including leaks, broken tiles etc.)	Repair any structural damage to roof and clean roofs as required. If damage is caused or contributed to by the tenant or tenant's employees and visitors, the lessor may require the tenant to reimburse it for cost of repairing the damage.	Report any structural damage to the lessor. Repair any damage to the roof (structural or otherwise) caused by the tenant or its failure to maintain the eaves, gutters and downpipes in a clean and clear condition.
Eaves, gutters & downpipes	Repair any damage to eaves, gutters and downpipes. If damage is caused by tenant failing to maintain the eaves, gutters or downpipes in a clean and clear condition, the lessor may require the tenant to reimburse the lessor for the cost of undertaking the repairs.	Maintain eaves, gutters and downpipes in a clean and clear condition and report any damage to same to the lessor. Repair any damage to the eaves, gutters or downpipes where caused or contributed to by the tenant or its failure to maintain the eaves, gutters and downpipes in a clean and clear condition.
Garden and surrounds (including fencing and gates)	Responsible for any major tree pruning and tree removal. Replacing fences and/or gates as required and determined by the lessor.	<p>Maintain the surroundings, fertilising, minor pruning and conduct regular mowing of the lawn.</p> <p>Responsible for ensuring all fences and gates are cleaned, repaired, re-enforced and maintained.</p> <p>Not to remove any trees or hedges without first obtaining approval from the lessor, except for urgent safety reasons.</p>

Walkways, footpaths, access, steps, ramps	Responsible for City verge footpaths.	Keep clean and clear at all times. Repair damage or trip hazards to access/walk ways other than the City verge footpath.
Carpark	Responsible for bitumen repairs and pot-hole maintenance.	Responsible for ensuring the car park is clean and clear of rubbish, trip hazards or obstructions. Undertake car park line marking as required.
Shed, roller doors and garage (if applicable)	Replace as and when determined by the lessor.	Responsible for cleaning, repairs, replacement and maintenance of such structures.
Abandoned rubbish	Arrange for removal of abandoned furniture, car parts and larger rubbish that has been dumped on the verge, carpark or grassed area.	Arrange for removal of abandoned items that have been dumped on the property and will fit in the bins provided.
Pollution	None.	Do all things necessary to prevent pollution or contamination of the land by garbage, refuse, waste matter, oil or other pollutants. Report any pollution, contamination or suspected pollution/contamination to the land to the lessor promptly. If remediation is required as a result of the tenant polluting or contaminating the land, the tenant must pay undertake and pay for all necessary remediation works to bring the land back to its condition as at the commencement date.