2.13 COMMUNITY LEASES POLICY

Responsible Directorate	Corporate Services
Responsible Service Area	Finance
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Delegation Ref	CE-117 Community Leases
Procedure Ref	N/A

1. PURPOSE

The Shire has a number of properties which are used by a range of community groups and organisations, through a lease, licence or management agreement. This policy sets the overarching principles for the management of the Shire owned, managed or controlled property, including Crown land.

The purpose of this policy is to ensure:

- Shire leased assets are managed appropriately to optimise the benefit to and meet the expectations of the community in accordance with the Shire's Strategic Community Plan, Corporate Business Plan and Community Health and Wellbeing Strategy;
- a consistent, transparent and equitable approach for the process of Council entering into a formal lease agreement with community groups and government agencies to occupy Shire owned or managed land and buildings; and
- sound financial management, sustainable asset management and effective administration of the Shire's properties.

2. SCOPE

This policy applies to all community leases for community groups and organisations, including renewal of leases on expiration of current leases.

It does not cover commercial leases with business entities, as these are negotiated on a case by case basis.

Shire of Mundaring Bush Fire Brigades are excluded from this policy as they are established under the *Bush Fires Act 1954* and the *Bush Fire Brigades Local Law 2013* and do not require a lease.

Facility hire (regular or occasional) to deliver community-based programs, events and activities on an hourly or daily rate is not covered by this policy.

3. DEFINITIONS

capital upgrade	refers to enhancement to the existing facility and extends the asset to cater for growth or additional service level.
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 carpets).
community group	characteristics include but not limited to: a. incorporated not for profit group or association of persons with the primary aim of conducting activities and providing services for community benefit; and b. relies predominantly on volunteer labour, community fundraising, membership fees and donations; and c. may receive state or federal government operational grants and may rely on a fee for service business model.
community lease	a legally binding agreement granted to community group/organisation that provide services with direct benefit to the community.
CPI	consumer price index (CPI) is a quarterly measure of inflation published by the Australian Bureau of Statistics.
Incorporated	a group of people who are recognised as a legal entity, separate from individual members as defined under the *Associations Incorporation Act* 2015.
lease	exclusive occupancy agreement. Throughout this policy, the word “lease” includes “licence”.
Lessee	a person, group/association who holds the lease of a property. Lessee can be referred to as tenant.
Lessor	the owner of an asset that is leased to another party. Lessor can be referred to as landlord.
lease or licence variation	the addition, removal or change of one or more of the Lease or Licence provisions.
licence	non-exclusive occupancy agreement (shared use).

management agreement	contractual arrangement outlining the terms and conditions associated with usage.
market rent	the annual rent amount the Shire might reasonably expect to receive, and a lessee might reasonably expect to pay, for a tenancy. Market rent value is determined by a licensed valuer.

4. POLICY

The Shire is committed to providing a fair, consistent and transparent approach to the leasing, licencing and management of Shire properties. The Shire acknowledges that there are a range of tenants and uses, many of which provide valued community benefits.

4.1. Occupancy Arrangements

The Shire will enter into one of the following agreements for the use of Shire owned and managed or controlled property including crown land.

The main types of occupancy agreements include:

Lease: proprietary right to exclusive occupation and use of part or all of a Shire-owned property, for an agreed period, in return for rent. The tenant has exclusive use and occupation of the property, although the Shire may require the tenant to encourage other use and subletting can occur if mutually agreeable.

Licence: Contractual right to non-exclusive occupation and /or use of part of a Shire-owned property. It does not confer a right to exclusive possession or occupation of the property. The Shire may see to grant a licence to enable access to the property by the broader community outside of the licensee's usage times.

Management Agreement: Contractual arrangement outlining the terms and conditions associated with usage, as negotiated. The terms and conditions are not standard and are negotiated between the two parties.

4.2. Classification of Tenants

4.2.1. Eligibility

In order for community groups and organisations to be assessed for a community lease, the prospective tenants must provide the required documentation. When assessing applications, the following criteria is to be considered:

a. organisational structure
   i.e. incorporated under the *Associations Incorporation Act 2015*; has an Australian Business Number (ABN) (if applicable.
b. demonstrated financial viability and applicable regulatory compliance.
   i.e. evidence of revenue; annual financial statements; compliance with relevant legislation governing the activities

of the group; holds all relevant licences and approvals to operate; capacity to meet the cost outlined in the lease contractual agreement.

c. community benefit
i.e. lease will increase social engagement and/or promote the health and well-being of the community; meets a high level of need in the community or responds to a community demand for the service or activity; without this service provision the Shire may be required to provide an additional service or the service would not be available to the community at all.

d. membership
i.e. group's Rules of Association enable non-discriminatory membership (open to all residents who wish to participate in that service or activity); group's fees are reasonable and accessible.

e. suitability of the site for the specific purpose.

f. alignment of the proposal with Council's objectives as articulated in the Shire's Strategic Community Plan; and

meeting the eligibility criteria listed above does not confer a right to the lease. The Shire reserves the right to decide whether a facility is offered on the basis of a lease; and if so, to whom the lease is offered.

4.2.2. Categories

In the first instance applications for community leases will be considered against the eligibility criteria (refer to item 4.2.1). Where the criteria are met the application will be allocated to one of three categories based on the group/organisation structure and revenue. Refer to "Classification of Tenants" (Appendix 1).

Category One: Incorporated, locally based, not-for-profit groups or organisations with a voluntary management committee and comprised mainly of local representatives. They may engage a limited number of paid staff. Revenue is generally derived from membership fees, fundraising activities, grants, venue hire, events, the sale of services or products consistent with the group/organisation's purpose Operating revenue of less than $500,000 per annum.

Category Two: Incorporated association, groups and not-for-profit organisations run by paid staff; or, paid staff and volunteers, and may have significant administration resources. Revenue may be generated through membership fees, capital grants (federal, state or local government), venue hire, licensed premises, events, the provision of services, the sale of products consistent with the organisation's purpose, and other operational activities. Operating revenue of more than $500,000 per annum.

Category Three: Government Community Child Health Clinic. The tenant receives significant funding from the State or Federal

Government or organisations other than the Shire and offer free community services that specialise in the health of mothers and their babies.

4.3. Fee Structure

The Shire is committed to providing access to Shire owned properties and facilities for the benefit of the local community and to strengthen communities through empowerment of incorporated associations.

The Shire does not seek to derive profit from community leases, and it is acknowledged that the cost of providing affordable leases and licences to not-for-profit community and sporting groups is subsidised by the ratepayers of the Shire of Mundaring. To ensure fair and transparent treatment, community groups or organisations will be assessed (as per item 4.2) and according to their capacity to raise revenue and assign them a rent subsidy categories and term as included in the below table.

Category and Fee Structure	Terms
Category One: Peppercorn rent Fee $1 per annum, yearly maintenance expenditure caps apply (refer to item 4.4.4 and Appendix 2).	Initial term is 5 years with option of 2 x 5 years unless otherwise negotiated by both parties.
Category Two: Market rent, (as per item 4.3.1 indexed annually for CPI, plus GST. Lessee responsible for all minor maintenance (refer to Appendix 2) expenditure.	Initial term is 10 years with option of 1 x 10 years.
Category Three: Child health Clinics Fee: $1 per annum. Lessee responsible for all minor maintenance (refer to Appendix 2) expenditure.	Initial term is 10 years with option of 1 x 10 years.

Note:

Chidlow Progress Association (CPA), Mahogany Creek Tennis Club (MCTC) and Katharine Susannah Prichard Foundation (KSPF) have been specified as Category One leases.

The CPA, MCTC and KSPF historical lease agreements provide for a Peppercorn rent with the Lessee having full responsibility for the premises including major structural repairs.

4.3.1 Market Rent (Category Two)

Where a lessee considers that payment of Market Rent would create financial hardship or adversely affect the organisation's ongoing financial sustainability, the lessee may apply to Council for a rent reduction or adjustment. Applications must be supported by evidence demonstrating the organisation's financial position, including:

- Two most recent financial statements;
- Current year budget and cash flow forecasts;
- Details of operating surpluses or deficits over the previous two years;
- Details of cash reserves and existing financial commitments
- A statement outlining how payment of Market Rent would affect the organisation's financial sustainability and service delivery.
- Any other information Council reasonably requires.

Council will assess each application on its merits and determine whether an adjustment to the Market Rent is warranted, having regard to the organisation's financial sustainability, financial capacity, and broader community benefit.

Applications for a rent reduction or adjustment must be submitted and determined prior to execution of the lease.

Any financial support approved by Council will be recognised by charging the full Market Rent and, within the same transaction, applying the approved rent subsidy. This approach ensures transparency regarding the level of financial assistance provided by the Shire to each organisation.

4.3.2 Market Rent Review

Market rent reviews will only occur prior to commencement of new lease.

4.3.3 Review of Financial Support

If, during the course of a lease, a community group or organisation experiences significant changes to its operation, they may request the Shire to review their assessment by providing substantiated proof of their changed conditions. Adjustments resulting from such a review will not be retrospective.

4.4. Standard Community Lease

The standard community lease, developed by the Shire's solicitors, provides clauses for standard terms and conditions, roles and responsibilities of the Lessor and Lessee, insurance requirements etc. The standard community lease may be amended from time to time upon negotiation and agreement prior to the lease being executed between the Shire (Lessor) and each community group (Lessee) wishing to occupy Shire premises.

The term of the lease is negotiable taking into account the particular circumstances of the property and of the proposed Lessee.

4.4.1. Insurance

All Lessees are required to obtain Public Liability Insurance for a minimum cover of $20,000,000. A Certificate of Currency must be produced by the community group before the signing of the lease and thereafter every twelve months.

4.4.2. Variation

If a Lessee requests a variation to the standard community lease, the Shire may grant a variation on the condition that the variation is achieved by surrender of the existing lease and the grant of a new lease with additional conditions the Shire considers appropriate, at the Lessee's cost.

4.4.3. Timing

A formal agreement or permit must be in place for all community leases within six (6) months of occupation. A community group or organisation without a formal signed lease contract will be required to hire or vacate premises if terms and conditions of lease are not accepted within 12 months of occupation.

4.4.4. Maintenance Responsibilities

Each Lessee is required to maintain the facility in accordance with the maintenance clauses attached to their lease and using the services of registered and qualified trades people if applicable. The maintenance clauses outline the responsibilities of the Shire and the Lessee.

Category One maintenance caps consist of a maximum of $500 for a 'once off' minor maintenance item and a yearly maximum of $1500 minor maintenance. Lessees are to ensure that any maintenance expenditure is recorded (i.e. receipts kept) to determine if the maintenance cap has been expended. Where expenditure does not meet the defined maintenance responsibilities, the expenditure will not be included.

Refer to "Community Leases Guidelines" (Appendix 2) for schedule of maintenance obligations and responsibilities and frequently asked questions.

4.5. Lease Renewal for Existing Lessees

The Lessee may request a renewal of their lease agreement within the lease tenure period. At the expiry of lease tenure period, a lease request will be considered as a new lease and may be submitted to Council for approval.

The following criteria will be considered before a new lease tenure is granted:

a. There remains a strong demand in the community for the continuation of the Lessee's activities or services;
b. The facility is not required by the Shire for other purposes;
c. Renewal of the agreement will continue to maximise benefits to the community and the Shire;
d. Application(s) to lease Shire owned community facilities have been considered on their merit.

The existing Lessee will be given first right of renewal providing the lessee has not been in substantial breach of their obligations under the existing agreement.

5. APPENDICES

Appendix 1 Classification of Tenants

Appendix 2 Community Leases Guidelines

6. RELATED LEGISLATION

Local Government Act 1995 – section 3.58 (Disposing of property)

Local Government (Functions and General) Regulations 1996 – Regulation 30 (Exempt dispositions)

Land Administration Act 1997 – Part 4 (Reserves)

Occupiers' Liability Act 1995

7. RELATED DOCUMENTS

Nil

APPENDIX 1 - COMMUNITY LEASES POLICY (2.13)
Classification of Tenants

CATEGORY ONE

Eligibility Criteria (for full details refer to Policy item 4.2)

Organisational Structure	Incorporated organisations, locally based services and not-for-profit. It has a voluntary committee comprised mainly of local representatives. The organisation, community group or club may be part of a larger not-for-profit organisation (if not subsidised by parent body). They may engage a limited number of paid staff.
Revenue	Revenue is generally derived from membership fees, fundraising activities, grants, venue hire, events, the sale of services or products consistent with the group/organisation's purpose. Operating revenue of less than $500,000 per annum.
Community Benefit	This service provides a benefit to the local community through recreational, cultural, educational or community-based activities and services. This type of service would not be provided unless supported by the Shire's lease.
Membership	Group demonstrates low or affordable 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 the Shire. The service is non-discriminatory.

Examples include but not limited to sports clubs, community playgroups, to libraries, men's shed, youth and day centre and community groups/organisations targeting social isolation. Management agreements with community gardens or with sporting and/or community groups over storage facilities.

Tenant Responsibilities (for full details refer to community lease agreement)

Agreement Type	Outgoings	Utilities	Statutory Compliance	Pest Inspection	Rubbish and Recycling bins	ESL	Contents Insurance	Public Liability	Capped maintenance and repairs	Capital upgrades	Building insurance (*)	Rent
Management Agreement	☒	☑	☒	☒	☑	☒	☑	☑	☒	☒	☒	Peppercorn
Licence	☑	☑	☒	☒	☑	☒	☑	☑	☑	☒	☑	Peppercorn
Lease	☑	☑	☒	☑	☑	☑	☑	☑	☑	☒	☑	Peppercorn

(*) Tenant is responsible for 50% of building insurance premium

CATEGORY TWO

Eligibility Criteria (for full details refer to Policy item 4.2)	
Organisational Structure	Includes incorporated associations, not-for-profit organisations and community group/club run by paid staff and volunteers and may have significant administration resources.
Revenue	Revenue may be generated through membership fees, capital grants (federal, state or local government), venue hire, licensed premises, events, the provision of services, the sale of products consistent with the organisation's purpose, and other operational activities. Operating revenue of more than $500,000 per annum.
Community Benefit	The provision of the service is generally not within the remit of local government.
Membership	The service is non-discriminatory.
Examples include but not limited to; day care centres and art centres. Statewide or national not-for-profit organisations (unless a statement of financials is provided that demonstrates the group is not subsidised by the parent body)	

Tenant Responsibilities (for full details refer to community lease agreement)

Agreement Type	Outgoings	Utilities	Statutory Compliance	Pest Inspection	Rubbish and Recycling bins	ESL	Contents Insurance	Public Liability	All minor maintenance and repairs	Capital upgrades	Building insurance (*)	Rent
Licence	☑	☑	☒	☒	☑	☒	☒	☑	☑	☑	☑	**Market**
Lease	☑	☑	☒	☑	☑	☑	☑	☑	☑	☑	☑	**Market**

(*) Tenant is responsible for 50% of building insurance premium

CATEGORY THREE

Eligibility Criteria (for full details refer to Policy item 4.2)	
Organisational Structure	Government Agency
Revenue	Receives significant funding from State or Federal Government or organisations other than the Shire
Community Benefit	The provision of the service is generally not within the remit of local government
Membership	N/A
Category Three applies to Community Child Health Centres.	

Tenant Responsibilities (for full details refer to community lease agreement)

Agreement Type	Outgoings	Utilities	Statutory Compliance	Pest Inspection	Rubbish and Recycling bins	ESL	Contents Insurance	Public Liability	All minor maintenance and repairs	Capital upgrades	Building insurance (*)	Rent
Licence	☑	☑	☒	☑	☑	☒	☑	☑	☑	☑	☑	**Peppercorn**
Lease	☑	☑	☒	☑	☑	☑	☑	☑	☑	☑	☑	**Peppercorn**

(*) Tenant is responsible for 50% of building insurance premium and 50% of excess on insurance claims

APPENDIX 2 - COMMUNITY LEASES POLICY (2.13)

Community Leases Guidelines

This guide aims to provide simple guidelines and act as a point of reference to community leases for Lessees and prospective Lessees within the Shire of Mundaring (the Shire).

These guidelines do not replace your lease or licence agreement which should be referred to for further details. These guidelines should be read in conjunction with the "Community Leases Policy" (2.13).

Terminology 2
Understanding the Terms and Conditions in your Lease or Licence Agreement 4
Keeping the Shire Informed 4
Invoices 5
Insurances, Indemnity and Exclusion of Liability 5
Use 6
FREQUENTLY ASKED QUESTIONS 6
What alterations, additions, improvements or changes can we make to our leased property? 6
What type of inspections are likely to take place? 7
Do we need to be on site when the Shire appoints a contractor? 7
How do we check if our chosen contractor is licensed? 7
What are our responsibilities for our roof, gutters, downpipes and eaves? 7
Our water consumption bill seems very high? What do we do? 8
What are our responsibilities regarding fire prevention? 9
ADDITIONAL INFORMATION 10
Funding Options 10
Request for Capital Works 10
Disability Access and Inclusion 10
LEASE AND LICENSE CATEGORIES 11
Category One (excerpt of essential terms) 11
Category Two (excerpt of essential terms) 13
Category Three (excerpt of essential terms) 15
A to Z of Maintenance Obligations 17
General Terms 17
General Statutory / Minimum Level of Service Obligations 18
Interior of Premises 19
Fixtures, Fittings, Appliances and Electrical 22
Exterior and Surrounds 23
Security 25
Further Questions? 26

Terminology

Throughout this document the community group or organisation holding a community lease (you) may be referred to as the Lessee or Tenant. The Shire, as the owner of the premises/land or the entity responsible for land/property under 'management orders' on behalf of WA State government, may be referred to as the Lessor or Landlord.

Glossary of terms used in this guide:

Capital upgrade	Refers to enhancement to the existing facility and extends the asset to cater for growth or additional service level. Capital upgrades are approved at the Shire's discretion and must demonstrate an alignment with the Shire's Strategic Objectives. The Lessee may apply to Council for financial assistance to upgrade a leased facility with requests being considered as part of the budget process in the year in which the request is received. The Shire 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 carpets). The Shire 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 Shire 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 due to fair wear and tear.
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.
Emergency Service Levy (ESL)	The Emergency Services Levy (ESL) is a Department of Fire and Emergency Services compulsory levy for all buildings. ESL 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.

Fair wear and tear

Fair and reasonable wear and tear is where an item has become faulty over time despite having been maintained in good condition over its lifetime and is no longer able to be repaired.

Example 1. A tap fitting which has been repaired as necessary during its service life (new tap washers, reseating, replacement of O-rings and lubrication of spindle) but fails due to wear of the tap seat or spindle thread, necessitating replacement.

Example 2. Carpet or vinyl floor coverings which have degraded (worn and unsightly) due to foot traffic over a lengthy period of time, despite having been regularly cleaned as recommended by the manufacturer.

Example 3. Gutters and/or downpipes which have rusted due to age, despite having been kept clean and free of debris during their lifetime.

It accounts for natural deterioration, but it doesn't include neglect or damage caused accidentally or intentionally by tenants.

Fixtures and fittings

Fixtures are items that are permanently attached – or fixed – to the property, like a fitted kitchen, hot water system, baths, sinks and toilets. Such items would almost always be included in the sale of a house.

Fittings can also be attached to the property, but are generally more temporary in nature, and can include things like mirrors, curtains or blinds, and some shelving or cabinets hung on a wall.

Maintenance responsibilities

Facility maintenance includes minor day-to-day maintenance that can be performed by a handy-person and more significant asset renewal/ maintenance requiring the services of a qualified tradesperson. Licenced trades persons must be used when undertaking significant electrical, plumbing, gas and air-conditioning works.

All maintenance obligations and maintenance standards are clearly articulated in specific schedules to lease and licence documents and are summarised in this guide. Each Lessee is required to maintain the facility in accordance with the maintenance schedule attached to their lease or licence agreement.

The maintenance schedule outlines the responsibilities of the Lessor (the Shire) and the Lessee (you).

Outgoings	Outgoings are fees or charges incurred for the use of a property. These may include building insurance, ESL, rubbish and recycling charges. Outgoings are charged in addition to rent, licence fees and rates and taxes.
Structural	Structural maintenance applies to any major load bearing or large building component, such as wall framing, roof framing, or roof cladding where the majority of the component is affected. This also applies to building fixtures or equipment installed by the lessor where major failure has occurred.
Utilities	All consumption-based services to or used at the Premises, whether separately metered or apportioned, including electricity, water (including sewerage and drainage charges where applicable), gas and telecommunications services

Understanding the Terms and Conditions in your Lease or Licence Agreement

Your association/organisation committee and/or anyone responsible for managing and maintaining your premises should:

- be aware your organisation has a lease or licence arrangement with the Shire
- have a good understanding of the terms and conditions of your lease or licence agreement

The terms and conditions of your lease or licence agreement outline:

- permitted times and use/s of the premises
- fees and charges
- required insurances
- a survey plan of your lease or licence boundary.

You should keep a copy of your current lease or licence agreement in an accessible location, where it can be readily referred to.

Your lease or licence agreement should be used to develop your organisation's policies and procedures and should be the basis of any hire/user group arrangements.

To request a copy of your current lease or licence agreement, contact the Shire's Property Management Officer.

Keeping the Shire Informed

You must contact the Shire when:

- there are changes to your management committee and/or contact information
- there are changes to your Rules of Association (Constitution)
- you are planning improvements or works to your leased premises

- unexpected changes occur to the condition of your premises (e.g. significant storm damage, vandalism, illegal dumping etc.)
- your organisation is experiencing difficulty meeting the terms and conditions of the lease or licence agreement
- the financial position of your organisation is declining and/or a threat to your operations
- you need assistance managing your organisation (e.g. lack of committee members, issues with other user groups).

You will be asked to provide the following as required:

- audited annual statement of accounts
- information regarding your membership (i.e. membership numbers, fees).

Prior to undertaking any improvements or development works to a community lease site, you need to apply for Shire permission (as the landlord). Further information is provided in the Frequently Asked Questions (FAQ) in this document.

Invoices

There are a range of invoices associated with a community lease:

Rent	Issued annually by the Shire.
Utilities (e.g. water, electricity)	If utility accounts are sent to the Shire, an invoice will be raised and forwarded to Lessee for payment. A copy of the account from the service provider will be provided with the invoice. Water and electricity accounts are issued bi-monthly.
Insurance and Emergency Services Levy (ESL)	Issued annually, around November or December.
Bins	If you have requested a bin service, it may be invoiced as a Rates Notice. This is for a waste service only; no land rates will apply. Tip Passes are available for a fee.

Insurances, Indemnity and Exclusion of Liability

All Lessees must have adequate public liability insurance and other coverage as appropriate for their operations such as building and professional indemnity insurance.

The Lessee is required to:

- Provide a copy of Certificate of Currency for Public Liability Insurance to the value of $20,000,000 upon signing or renewal of policy;
- Arrange relevant insurance for own equipment and possessions if desired;
- Pay excess on own insurance policies in the event of a claim;
- Reimburse the Lessor the portion of the premium for building insurance as per individual lease conditions.
- pay excess of $1500 in the event of a claim on the building insurance (50% of applicable excess). Category 2 and Category 3 lessees ONLY.

Use

Your lease or licence agreement will detail the permitted uses for your leased area. Furthermore, you should note that there are certain provisions in regard to the following:

Casual Hire	You must obtain written consent prior to entering into any hire arrangements. All hire arrangement must be consistent with your permitted use (I.e. toddler birthday parties or mothers' group meeting in Playgroup premises) and where permission is granted, you will remain responsible for the Premises at all times.
Alcohol	Sale of alcohol is not permitted within the leased area without permission or relevant licencing requirements.
Sub-letting	Must be mutually agreed and is conditional on Shire approval.
Option to renew (if applicable)	Prior to the expiry of lease term, the Lessee will be contacted to confirm acceptance of an additional lease term.
Lease Expiry	Prior to the expiry of lease, Lessee's will be contacted to determine requirements for a new lease.

FREQUENTLY ASKED QUESTIONS

What alterations, additions, improvements or changes can we make to our leased property?

Alterations, additions, improvements or changes to a leased property can include, but are not restricted to, requests to remove a tree, replace a fence, painting, building a patio, or installing air conditioning. Works undertaken within a leased area require permission from the Shire and you need to check with the Property Management Officer prior to commencing any work.

You are required to contact the Shire in writing and provide as much information as possible regarding any work. At a minimum, you need to provide:

- The scope of works
- How are the works to be funded
- Who will be completing the works
- Map/plan showing location of works.

Depending on the extent of the works an outcome will usually be provided between 1-10 working days and you will be advised if delays are expected.

Permission is required is to ensure works are compliant with relevant local planning or building laws and appropriate building and/or planning permits have been obtained by the lessee. At this time advice or suggestions may be provided to ensure the best outcome of the works to benefit the Lessee (alternative options, better long-term outcome, less maintenance costs).

Approved works will be the responsibility of the Lessee for all future repairs, maintenance and replacement.

What type of inspections are likely to take place?

A range of inspections may be conducted on the leased area:

Fire Safety Inspections	Conducted annually by Fire Hazard Inspection Officers to assess firebreaks, access and fuel loads.
Property Inspections	Scheduled annually by the Property Management Officer to assess state of repair of the building.
Public Building Inspections	Generally conducted bi-annually by Health Officers to assess for various health risks. The frequency of these inspections may be determined by the risk of the premises. The main items assessed include patron numbers and egress, fire safety and public amenities (e.g. exit signs, emergency lighting, portable fire extinguishers, toilet facilities etc.)

Do we need to be on site when the Shire appoints a contractor?

When maintenance or servicing works are to be carried out by Shire arranged contractors, an email will be sent advising of scheduled works. While we cannot always provide an exact time and date you will have the option to advise of times/dates that may not be suitable or your preferred time/day for the contractor to attend. The contractor will be provided keys (and if applicable, alarm codes) by the Shire. It is not necessary for you to be in attendance.

Should there be any special requests for the timing of appointment, your contact details will be forwarded to the contractor to make arrangements directly. If the contractor cannot gain access and has not been advised of any changes by you to the arranged time, a fee may apply to reschedule.

How do we check if our chosen contractor is licensed?

Licenced trades persons must be used when undertaking electrical, plumbing, gas and air-conditioning works. All other maintenance and repairs must be completed in a tradesperson like manner.

To check if your chosen contractor is licensed, refer to the Department of Mines, Industry Regulation and Safety - Occupational licence search.

What are our responsibilities for our roof, gutters, downpipes and eaves?

The Shire is responsible for the structural components of the roof.

You are responsible for preventative maintenance. In many cases, this will prevent the need for further general repairs.

It is recommended that you check your roof at the beginning of winter and the beginning of summer, with checks as necessary depending on likely leaf load, and pay particular attention to the following.

Internally:

- Check for signs of water damage (i.e. mould, mildew, drips, leaks, water stains and peeling paint).
- Check for signs of pests occupying roof space (i.e. rats, mice and possums). Long term infestation of pests may cause damage to wiring, insulation and ceilings.

Externally:

- Check for roof rust to avoid corrosion to sheeting or screws, and loose or damaged sheets.
- Check roof tiles to ensure there are no loose, cracked or missing pieces.
- Rot may affect wooden members and if there are signs of rot, they will need to be replaced. Any sign of rot to wooden roof structure needs to be reported to the Shire.
- Impact of additional installations which involve roof penetrations such as air conditioning, pipes, satellite dishes or other fixtures should be checked.
- Flashing should not be pulling away from roof or leaving gaps.
- Valleys must be kept clear of leaves and debris.

Rectify any issues identified during checks and advise the Shire immediately if you notice or suspect structural issues.

Problems caused by lack of maintenance or failure to clean gutters and downpipes can include:

- Damage caused by water overflowing, running over eaves, back into roof and onto the ceiling.
- Buckled, rusting or broken gutters due to debris build up.
- Gutters full of leaves in summer increase risk of ignition from ember attack should there be a nearby bushfire which can start fires and spread quickly to the rest of the premises.

Broken or bent fastenings should be repaired to ensure even flow. Drains should also be cleared to make sure the water can get away once it exits from the downpipes.

Gutters and downpipes not adequately cleaned or maintained will not be considered fair wear and tear should rust develop or be eligible for use of the maintenance cap (if applicable) towards to cost of repairs or replacement.

Our water consumption bill seems very high? What do we do?

Water leaks may not always be obvious, sometimes it not until a larger than usual water account arrives that the problem is noticed.

The Water Corporation provides a useful tool to detect leaks and expert advice on steps to follow. See Leaks/Watercorporation.com.au.

In first instance it is recommended you check the following:

Toilets	Check seals, float valve and tap for leaks
Taps	May need new washer, reseating or replacing. Don't forget to check all taps including washing machine taps (if applicable) and outside taps
Reticulation	Check for missing or damaged sprinklers, split/damaged pipes and joins.

Also consider checking evaporative air-conditioning units, hot water systems and water pipes in ceilings if this is applicable to your leased premises.

When engaging a plumber for minor repairs it is often worthwhile getting all taps and toilets checked and if needed, serviced at the same time.

What are our responsibilities regarding fire prevention?

In the Shire firebreaks are required to be in place before 1 November each year and maintained up to 31 March the following year. You are responsible for ensuring firebreaks are installed as per Firebreak and Fuel Load Notices. Firebreaks are to be no less than 3 metres wide and have no less than 4 metres height clearance.

Fire Appliance Access is required, and you are required to maintain a safe and easy entry and exit from the property with adequate turnaround near buildings.

Other works required to maintain a low fuel load include:

- Raking and removing accumulated leaf litter, twigs and bark and removing of any piles of combustible material.
- Maintaining long grass, no higher than 50mm.
- Ensuring a minimum of 2 metre distance between shrubs and structures by trimming vegetation back from buildings.
- Keeping gutters free from leaves and combustible material.
- Cleaning roofs of sheds.
- Advising Shire of any branches overhanging buildings.

A guide to the Shire's Bush Fires and Fire Management is available on the website.

If you have question or require advice, contact the Fire Hazard Inspection Officers who can provide advice on keeping your leased area compliant with the Shire's Firebreak and Fuel Load Notice. To arrange a site visit at a time convenient to you please phone 9290 6696 or email firesafety@mundaring.wa.gov.au.

ADDITIONAL INFORMATION

Funding Options

There are a wide range of funding options available for community groups such as:

- Grants funding
- Sponsorship
- Donations
- Fund raising
- Cash and in-kind contributions from other community organisations/ individuals.

The Shire has developed a community grants program to provide funds to local community groups for activities that not only benefit the members of the group, but the broader community. Grants must meet identified community need, promote active participation of local residents and build community strength.

The grants program is organised on a financial year basis and is a competitive process. For more information about available grants refer to the Community Grant Program page on the website. or contact the Community Capacity Building Officer on 9290 6678 or via ccbo@mundaring.wa.gov.au

Request for Capital Works

The Shire's annual budget is determined by its long-term Financial Plan and Corporate Business Plan in line with the Shire's Council Plan.

Requests for assistance with capital works need to be assessed and set according to priority before being considered for subsequent years' funding. Any request for capital works should be sent to shire@mundaring.wa.gov.au.

Disability Access and Inclusion

The Shire is committed to continually improving access and inclusion for both residents and visitors. The Access and Inclusion Informing Strategy 2022/2026 provides a framework for the Shire to create an accessible and inclusive community for all people regardless of their ability, age, culture, sex, gender, or sexual orientation. The Action Plan sets out what actions will be implemented over the next five years, and the responsible service areas within the Shire that will deliver on the Plan.

For more information refer to the Access and Inclusion Informing Strategy page on the website.

For more information about access and inclusion, please contact the Shire's Coordinator Community Engagement team on 9290 6715 or email cce@mundaring.wa.gov.au.

LEASE AND LICENSE CATEGORIES

The below information is provided as a guide only and does not replace your lease or licence agreement.

To determine the category relevant to you, refer to the "Community Leases Policy" item 4.2 and Appendix 1 Classification of tenants.

<table>
<tr><td colspan="2">Category One (excerpt of essential terms)</td></tr>
<tr><td>Initial term</td><td>5 years</td></tr>
<tr><td>Option</td><td>Up to two (2x) 5-year options (at the Shire's discretion)</td></tr>
<tr><td rowspan="3">Your Responsibilities (as Lessee / Tenant)</td><td>Payments
Peppercorn rent, licence or management fee
All outgoings and consumption charges, including but not limited to utilities, rubbish and recycling bin charges, water rates and taxes (if applicable)
Pest control (excluding termite) as required
ESL (not applicable to a licence or management agreement)</td></tr>
<tr><td>Insurance
50% of building insurance premium
Full replacement value content insurance including lessee's fixtures, fittings, equipment and stock if desired
$20 million public liability insurance</td></tr>
<tr><td>Repair / Maintenance
Maintain property clean and in good repair
No property modifications or installations to be undertaken without Shire approval (and statutory approvals if applicable)
General minor maintenance of premises maximum of $500 for "once-off" minor maintenance items and up to $1500 maximum per annum.
All costs relating to replacement of fittings and fixtures including light globes and tap washers
Internal and external cleaning (including annual carpet cleaning if applicable)
Minor remedial painting (patch painting)</td></tr>
<tr><td></td><td>Acknowledgement of the Shire
The Lessee will acknowledge the Shire's support through signage or other means as agreed by the Shire.</td></tr>
</table>

The Shire's Responsibilities (as the Lessor)	**Payments** • Termite inspections and treatment • Cost of statutory compliance (RCD, smoke alarm, emergency exit and fire extinguisher servicing) • Cost of sewerage service charges (if applicable) • 50% of building insurance premium • building insurance excess
	Repair / Maintenance (unless damage caused by Lessee) • Scheduled major painting of interior/exterior, or both, as a preventative maintenance process • Structural maintenance, replacement and repair (roofing, main structure) • Pumping out and cleaning of septic tanks (if applicable) • Repairs or replacements necessary due to fair and reasonable wear and tear • Major pruning of trees (if applicable)
	Capital Upgrades Capital renewal of existing assets to be undertaken at the Shire's discretion. Capital upgrades and capital expansion of all assets within the leased area at the Shire's discretion.
	Inspections The Shire will inspect the premises annually (or as required) and will give the Lessee appropriate notice in accordance with the lease terms.
Tenancy Fee	Peppercorn rent, capped maintenance

Category Two (excerpt of essential terms)	
Initial term	10 years
Option	Up to one (1x) 10 years options (at the Shire's discretion)
Your Responsibilities (as Lessee / Tenant)	**Payments** • Rent or licence fee • All outgoings and consumption charges, including but not limited to utilities, rubbish and recycling bin charges, water rates and taxes (if applicable) • Pest control (excluding termite) as required • ESL (not applicable to a licence)
	Insurance • 50% of building insurance premium • 50% of the excess of building insurance claims (not applicable to a licence) with a minimum claim value of $3000 • Full replacement value content insurance including fixtures, fittings, equipment and stock if desired. • $20 million public liability insurance
	Repair / Maintenance • Maintain property clean and in good repair • No property modifications or installations to be undertaken without Shire approval (and statutory approvals if applicable) • General minor maintenance of premises (no annual maximum expenditure cap) • All costs relating to replacement of fittings and fixtures including light globes and tap washers • Internal and external cleaning (including annual carpet cleaning if applicable) • Minor remedial painting (patch painting)
	Capital Upgrade Capital upgrades and capital expansion of all assets within the leased area and maintenance of fit-out.
	Obligations of Lessee and Default Provisions The Lessee is responsible for paying any license fees and/or rent and any other monies owed under the agreements within 30 days of the due date. Continued failure to pay monies due and owing under the agreement may result in the Shire terminating the agreement.

	Acknowledgement of the Shire The Lessee will acknowledge the Shire's support through signage or other means as agreed by the Shire.
The Shire's Responsibilities (as the Lessor)	**Payments** • Termite inspections and treatment • Cost of statutory compliance (RCD, smoke alarm, emergency exit and fire extinguisher servicing) • 50% of building insurance premium • 50% of building insurance excess
	Repair / Maintenance (unless damage caused by Lessee) • Scheduled major painting of interior/exterior, or both, as a preventative maintenance process • Structural maintenance, replacement and repair (roofing, main structure) • Pumping out and cleaning of septic tanks (if applicable) • Repairs or replacements necessary due to fair and reasonable wear and tear • Major pruning of trees (if applicable)
	Capital Renewal Capital renewal and capital expansion of all assets within the leased area to be undertaken at the Shire's discretion.
	Inspections The Shire will inspect the premises annually (or as required) and will give the Lessee appropriate notice in accordance with the lease terms.
Tenancy Fee	Market rent

Category Three (excerpt of essential terms)	
Initial term	10 years
Option	Up to one (1x 10 years options (at the Shire's discretion)
Your Responsibilities (as Lessee / Tenant)	**Payments** • Rent or licence fee • All outgoings and consumption charges, including but not limited to utilities, rubbish and recycling bin charges, water rates and taxes (if applicable) • Pest control (excluding termite) as required • ESL (not applicable to a licence)
	Insurance • 50% of building insurance premium • 50% of the excess of building insurance claims with a minimum claim value of $3000 • Full replacement value content insurance including fixtures, fittings, equipment and stock • $20 million public liability insurance
	Repair / Maintenance • Maintain property clean and in good repair • No property modifications or installations to be undertaken without Shire approval (and statutory approvals if applicable) • General minor maintenance of premises (no annual maximum expenditure cap) • All costs relating to the replacement of fittings and fixtures including light globes and taps • Internal and external cleaning (including annual carpet cleaning if applicable) • Minor remedial painting (patch painting).
	Capital Upgrades Capital upgrades and capital expansion of all assets within the leased area and maintenance of fit-out.
	Obligations of Lessee and Default Provisions The Lessee is responsible for paying any license fees and/or rent and any other monies owed under the agreements within 30 days of the due date. Continued failure to pay monies due and owing under the agreement may result in the Shire terminating the agreement.

	Acknowledgement of the Shire The Lessee will acknowledge the Shire's support through signage or other means as agreed by the Shire.
The Shire's Responsibilities (as the Lessor)	**Payments** • Termite inspections and treatment • Cost of statutory compliance (RCD, smoke alarm, emergency exit and fire extinguisher servicing) • 50% of building insurance premium • 50% of building insurance excess
	Repair/ Maintenance (unless damage caused by Lessee) • Scheduled major painting of interior/exterior, or both, as a preventative maintenance process • Structural maintenance, replacement and repair (roofing main structure) • Pumping out and cleaning of septic tanks (if applicable) • Repairs or replacements necessary due to fair and reasonable wear and tear • Maintenance of roofing, mechanical services and the main structure • Major pruning of trees (if applicable)
	Capital Renewal Capital renewal and capital expansion of all assets within the leased area to be undertaken at the Shire's discretion.
	Inspections The Shire will inspect the premises annually (or as required) and will give the Lessee appropriate notice in accordance with the lease terms.
Tenancy Fee	Peppercorn rent

A to Z of Maintenance Obligations

The below table provides an A-Z list of obligations relevant to you as the Lessee and the Shire as the Lessor.

The below information is provided as a guide only and does not replace the obligations as listed in your lease or licence agreement.

General Terms

Alterations	**Lessee** must seek **written consent** from Lessor prior to make or allow any alteration, addition, improvement, or demolishment of any part of the premises After obtaining written consent, Lessee must apply for and obtain all statutory approvals, authorities, permits or policies as are required by law before undertaking any alterations, additions, improvements or demolitions.
	Lessor will evaluate any request for alteration submitted by Lessee and communicate determination in relation to submission.
Building Insurance claims	Building insurance covers property in the event of, but not limited to, fire, storm damage, vandalism, break-ins. **Insurance claim** minimum value is $3000.
	Category 1 lease: Lessor responsible for insurance excess
Maintenance expenditure cap **(Category 1 leases)**	**Lessee** must promptly repair or replace any damaged item. **Category 1 lease:** Amounts expended by the Lessee on maintenance or repair are capped: Maximum of $500 for **"once-off'** minor maintenance item and **Annual Maximum** amount of $1500; per year. If the total amounts expended exceed the annual maximum amount, **Lessee** is required to provide the Lessor with detailed evidence of previous expenditure in the form of itemised tax invoices.
	Category 1 leases: Where maintenance works are required beyond the maintenance cap the **Lessor** reserves the right to seek alternative quotations and will pay the additional amount in excess of the "Once-off" and/or Annual Maximum amount.

Maintenance (General)	**Lessee** is responsible for the cost of repair or replacement if it is necessary because of any action or omission of or on the part of the Lessee or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee. **Lessee** will be responsible for the cost of structural maintenance, replacement or repair when such maintenance, repair or replacement is necessary because of any action or omission of or on the part of the Lessee or by the Lessee's particular use or occupancy of the Premises
	Lessor will carry out agreed repairs or replacement that are necessary as a result of fair and reasonable wear and tear and so long as the Lessee has completed regular and ongoing preventative maintenance and repairs as needed, and to maintain the property to a standard appropriate for the age of the premises. **Lessor** is responsible for the cost of structural maintenance

General Statutory / Minimum Level of Service Obligations

Asbestos	**Lessee** will be provided with an excerpt of the Asbestos Containing Material (ACM) register in their meter box (if applicable) and any work involving asbestos containing materials must be carried out by a suitably licensed contractor.
Emergency exit lighting systems and emergency doors	**Lessee** is responsible for notifying the Lessor if any Fire Evacuation Exit Signs are not in good working order.
	Lessor will arrange for annually test and service by a qualified technician and replacement of non-compliant, faulty or damaged equipment as required at the time of the service call.
Firefighting equipment and exit signs	**Lessee** to ensure firefighting equipment is not tampered with or removed from designated area. **Lessee** is responsible for costs incurred for replacement if misuse, tampered or lost Fire Fighting Equipment.
	Lessor will arrange annual inspection of the premises to ensure compliance with statutory requirements. Serviced at least every 6 months by a qualified technician and replacement of non-compliant, faulty or damaged equipment as required at the time of the service call.

Pest control	**Lessee** will keep leased premises free of pests. Lessee is responsible for cost of extermination of pests with the exception of white ant treatment. This includes but not limited to: • Ants • Cockroaches • Birds • Rats and Mice • Spiders • Wasps • Possums **Lessee** to keep building in such a manner as not to encourage white ants i.e. not stacking newspapers, timber etc. against walls and to report any sign of white ants' activity to the lessor and in a manner which discourages all pest intrusions.
	Lessor will arrange annual white ant pest inspection, and treatment if required, by a licenced and insured Pest Control technician. Testing and bait stations installation will be conducted on advice from pest control technician.
RCD protections, tagging electrical equipment	**Lessee** to ensure that all portable plug-in electrical equipment is regularly inspected in accordance with relevant legislation.
	Lessor to ensure that all RCDs are inspected, tested, repaired and maintained in accordance with the relevant legislation.

Interior of Premises

Bathrooms and change rooms (including drains sewerage, showers, toilets etc.)	**Lessee** must keep clean at all times and ensure all are operable and free from any blockages. **Lessee** shall not permit foreign objects or matter to be placed into drains, toilets or grease traps and will be responsible for clearing such blockages.
	Lessor will replace irreparable items and undertake capital renewal as and when determined by the lessor. **Lessor** will engage trades to investigate and clear major blockages, however if the cause of the blockage is found to be caused by the tenant (e.g. nappies or similar blocking a drain), then the lessee will be charged for the costs. Lessor is responsible for clearing blockage caused by tree roots entering drainpipes.

Carpet	**Lessee** to keep carpets clean at all times. Carpets are to be vacuumed often, and steam cleaned at least once annually with spot cleaned to occur as needed.
	Lessor will replace as and when determined and scheduled by Lessor.
Ceiling	**Lessee** to keep ceiling clean, free of cobwebs and cleaned of any temporary decoration. Air conditioning vents and the like shall be kept clean and in good working order. Note: Any water damage or sagging to be reported to the Lessor.
	Lessor to repair any structural damage to ceiling. If damage is caused or contributed to by the lessee or lessee's employees and visitors, the lessor may require the lessee to reimburse it for part or all of the cost of repairing the damage
Cleaning and cobweb removal	**Lessee** to ensure premises is kept tidy and free of litter, dirt, rubbish, cobwebs and broken glass at all times.
Cupboards, benches, cabinets (built in joinery)	**Lessee** to regularly clean all doors, latches, drawers and shelves and to keep free from any damage, marks or food residue.
	Lessor to replace built in joinery as and when determined by the lessor.
Doors	**Lessee** to keep doors clean, free from any marks, damage and cobwebs. Doors are to be lockable and operable. Any door closers or other devices fitted should be maintained in good working order. Note: Locks are not to be changed without the prior approval of the Lessor. Locks must be keyed to the Lessor's Key System.
Floors	**Lessee** to keep floors clean and regularly maintained in accordance with the requirements of the type of surface, i.e. hard floors to be swept and mopped. In kitchen areas, relevant Health requirements should be strictly complied with.

	Lessor will replace floor coverings as determined by the Lessor. This is generally when the coverings have reached the end of their life as a result of fair and reasonable wear and tear. Lessor is not responsible for replacement when it is due to lack of care and maintenance or due to abuse or damage by the Lessee.
Keys / locks / hardware	Unless otherwise approved by the Lessor in writing, the **Lessee** must not have additional sets of keys copied or cut and must immediately notify the Lessor of any loss of keys; Locks are not to be changed without the prior approval of the Lessor. If the locks are changed, the Lessee must provide the Lessor with keys to access all areas of the Premises. The **Lessee** is responsible for the maintenance and repairs of window and door hardware including the cylinder.
	Lessor is to provide the Lessee with one (1) set of keys for access to the Premises and all rooms therein. Bi-lock System: Works to repair or change locks will be undertaken by the Shire and costs forwarded to the Lessee.
Painting	**Lessee** is responsible for patch painting required for repair purposes.
	Lessor will schedule and carry out preventative maintenance
Sink, basin, pedestal pans and cisterns	**Lessee** to maintain in clean and operable condition and clear of all blockages caused by foreign objects or matter. Lessee to repair fittings such as taps.
Toilets	**Lessee** to keep in a clean and operable condition at all times and check seals, float valve and tap for water leaks as well as clear all blockages caused by foreign objects or matter placed in toilets. All consumables, i.e. Toilet paper, paper towels, are to be supplied by the Lessee. Replacement of fittings such as roll dispensers and coat hangers rest with the Lessee.
Walls (interior)	**Lessee** to keep all wall surfaces throughout the premises clean, free from any marks, damage, and cobwebs
	Lessor to repair structural damage to load bearing walls. If damage is caused or contributed to by the lessee or lessee's employees and visitors, the lessor may require the lessee to reimburse it for part or all of the cost of repairing the damage.

Windows	**Lessee** to ensure that all dirt, sand and rubbish is kept clear from windows tracks. • Clear any debris from weepholes in the windowsills. • Lubricate moving parts such as rollers, locks and hinges. Check seals and replace as required.
	Internal/External painting will be part of the **Shire's** maintenance schedule and will include doors and window frames where previously painted.

Fixtures, Fittings, Appliances and Electrical

Air-conditioning	Before installing any new air conditioners, **Lessee** must seek permission from the Shire to undertake works. The Shire will give consideration to insulation, ventilation, and capacity of electrical supply. The **Lessee** is required to operate, clean and service any installed air-conditioning unit in accordance with the manufacturer's standards. If installed by Lessee, installation, repairs, maintenance, servicing and replacement of air conditioners is the responsibility of the lessee.
	If installed by **Lessor**, air-conditioning will be replaced at the end of its serviceable life.
Electrical fittings	**Lessee** to keep all electrical fittings such as power points, light switches and light fittings in clean and in good working order. Lessee to replace light globes and fluorescent light tubes which may fail.
Gas appliances	**Lessee** to operate and regularly clean appliances to maintain in good working order with all gas supplier requirements being complied with.
	Lessor does not support gas appliances and would replace with comparable electric appliance.
Hot water system	**Lessee** is responsible for the maintenance and servicing of the hot water system.
	Lessor will replace hot water system at the end of its serviceable life.
White Goods including stove, fans,	**Lessee** to keep white goods clean, operable, regularly maintained and repaired as required and operated in accordance with the manufacturer's requirements.

refrigerators, heaters & Other	**Lessor** will replace white goods at the end of its serviceable life if it is an identified Shire asset.

Exterior and Surrounds

Carpark	**Lessee** is responsible for ensuring car park is clean and clear of rubbish, trip hazards or obstructions.
	Lessor responsible for bitumen repairs, pot-hole maintenance and line marking.
Eaves, gutters and downpipes	Cleaning and maintaining gutters and downpipes should be a regular part of **Lessee** maintenance schedule. This may vary from twice to several times a year, dependent on your location and time of the year.
	Lessor will replace eaves, gutters and downpipes at the end of their serviceable life, subject to adequate care and maintenance by the Lessee.
Fencing	**Lessee** to keep fencing clean and free of any graffiti and repair any minor damage.
	Lessor will replace fencing at the end of its serviceable life – like for like.
Fire Prevention	**Lessee** to maintain fire prevention requirements as per Shire of Mundaring Firebreak Notice and conduct any other fire management matters as instructed by Shire of Mundaring Chief Fire Control Officer. Refer to FAQs provided in these guidelines.
Garden and surrounds	To be kept in tidy and free from litter and rubbish. **Lessee** must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees. **Lessee** is responsible for any minor pruning. If any flora, trees or lawn dies to be replaced at its own expenses. The **Lessee** must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require. The **Lessee** may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

Pathways	**Lessee** to keep pathways clear of rubbish and swept regularly with care not to damage vegetation surrounding the building.
	Lessor is responsible for Shire verge footpaths.
Roof	**Lessee** is responsible for internal and exterior preventative maintenance and minor maintenance.
	Lessor is responsible for the structural components of the roof.
Rubbish Bins	**Lessee** to ensure all rubbish is placed in the outside rubbish bins in the designated bin areas/enclosures. Bin enclosure is to be kept clear of all rubbish.
Tree pruning	**Lessor** is responsible for any major tree pruning and tree removal (unless noted otherwise in lease) as determined by the Lessor.
Signs	Signs located on the building, are to be regularly maintained by **Lessee** and kept in a safe condition. Signs that may become damaged are to be replaced immediately. Any approvals or licences for signs are to be kept current.
	Installation of any sign requires approval from the **Lessor.**
Verandah	**Lessee** to keep clean and free from cobwebs.
Walls	**Lessee** to keep exterior walls free from any marks, damage and cobwebs.

Security

Graffiti	Graffiti removal is the responsibility of the **Lessee** and any graffiti should be removed as quickly as possible. Report Graffiti to Shire and via Report Graffiti Form. For further information on removing/preventing graffiti Goodbye Graffiti.
Malicious damage and break ins	**Lessee** is responsible for notifying the lessor of any incidents of malicious damage or break-ins and submitting a police report for insurance purpose.
	Lessor will submit building insurance claim if applicable.
Security system	**Lessee** to ensure the premise is maintained in a secure condition at all times. The Lessee may, with prior approval from the Lessor, install a security system to the premises and pay all costs associated with the installation and ongoing monitoring of a security system. Such system is to be maintained by the Lessee in accordance with the supplier's instructions. All security telecommunications and other fees are to be met by the Lessee. If security system is installed the Lessee is required to provide access keys and alarm codes to the Lessor.
Security screens	**Lessee** to keep security screens clean and firmly fixed. Any cobwebs to be regularly removed
Vandalism	**Lessee** to notify Lessor of any act of vandalism to the premises or any incident which occur on or near the premises.
	Lessor will submit a building insurance claim on presentation of a police report if applicable.

Further Questions?

Should you require further information regarding community leases, please refer to the “Community Leasing Policy” (2.13).

If assistance is required to determine the category relevant to your organisation, or any other enquiry, please contact:

Dee Roberts

Property Management Officer

Email: shire@mundaring.wa.gov.au