

Knox City Council



Family and Children's Services Licence Agreement

Licence Agreement Between Knox City Council and *Insert Name*

This document is to be considered in conjunction with the following documents:

- Tenancy by Community Groups of Council Buildings Policy
- General Building Maintenance Protocols

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Schedule

1. Date of this Licence:
2. Council: Knox City Council
511 Burwood Highway, Wantirna South, 3152
3. Licensee: Playgroup Name:
Incorporation Number:
Address:
4. Licenced Area: The area shown hatched on the plan attached to this Licence being part of the land contained in Certificate of Title Volume Folio and known as located at
....shown as Annexure A
5. Term: 5 years (2 year initial term, 2 year extension and a further 1 year extension).
6. Commencement Date:
7. Licence Fee during the Term: Not applicable, as per Council resolution.
8. When the Licence Fee is to be paid: Not Applicable
9. Permitted Use: Early Years Services.
10. Requirement for Council Recognition: In addition to clause 8.1 the following requirements apply in regard to Council recognition: n/a
11. Hours of Operation The following hours of operation apply in regards to the Licenced Area: 8am – 9pm (Monday to Friday).
Saturday/Sunday working Bee's accepted.
12. Specific Condition Should the Licensee wish to hire the facility to an outside organisation or group for a specific event outside of that described under Schedule 11: Use of the Premises; written approval must be received from Knox City Council.

Item 6.1.3-Exempt Property for Rates and Waste Charges.

Council Licence

BETWEEN

Knox City Council

AND

Insert Name

THE PARTIES AGREE

1. DEFINITIONS

In this Licence, unless expressed or implied to the contrary:

Adjustment has the same meaning given to that term in the GST Act.

Adjustment Note has the same meaning given to that term in the GST Act.

Commencement Date means the date specified in Item 6 of Schedule 1.

Consideration means consideration payable under this Licence in return for a Taxable Supply, but does not include any amount on account of GST.

Council means the Council specified in Item 2 of Schedule 1 and includes the Council's successors and assigns and where it is consistent with the context includes the Council's employees and agents.

Council's Fixtures includes all those fittings, fixtures, and chattels contained in the Licensed Area at the Commencement Date (if any) or installed by the Council during the Term.

Early Years Service for the purpose of providing all early learning programs and children and families, operating in Council owned buildings.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (as amended).

GST has the same meaning given to that term in the GST Act.

Input Tax Credit has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act.

Item means an item in the Schedule.

Licence Fee means the amount specified in Item 7 of Schedule 1.

Licensed Area means the land specified in Item 4 of Schedule 1 including any buildings on the land and the Council's Fixtures.

Licensee means the Licensee specified in Item 3 of Schedule 1 and includes the Licensee's successors and assigns and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows on the Licensed Area.

Recipient has the same meaning given to that term in the GST Act.

Schedule means the Schedule at the front of this Licence.

Supplier means the entity making a Supply to the Recipient.

Supply has the same meaning given to that term in the GST Act.

Tax Invoice has the same meaning given to that term in the GST Act.

Taxable Supply has the same meaning given to that term in the GST Act.

Term means the term specified in Item 5 of Schedule 1 and includes any extension or overholding.

2. LICENCE

The Council grants a Licence to the Licensee to use the Licensed Area in common with the Council and persons authorised by the Council for the Term starting on the Commencement Date.

3. PAYMENTS BY THE LICENSEE

3.1 Payment of Licence Fee

Not applicable refer to Item 7 of Schedule

3.2 Services

The Licensee must pay for all services connected with the Licensed Area. These are included in the maintenance and works specified in the 'Building Maintenance and Minor Works Protocol and Requests Licence Agreement' in Annexure B.

3.3 Costs and Duty

The Licensee must pay to the Council within 28 days of demand:

3.3.1 The Council's reasonable costs in giving any consent or approval under the Licence; and

3.3.2 The Council's costs (including charges on a solicitor own client basis) incurred as a result of a breach of the Licence by the Licensee.

3.4 Interest on Late Payments

Not applicable

3.5 No Deduction or Right of Set-off

The Licensee must pay all amounts due under this Licence to the Council without deduction or right of set-off.

4. GST

4.1 GST Exclusive

Not applicable

4.2 Increase in Consideration

Not applicable

4.3 Payment of GST

Not applicable

4.4 Reimbursements

If this Licence requires the Recipient to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the Supplier (Relevant Expense), the amount which the Recipient must pay, reimburse or contribute will be the amount net of any Input Tax Credits to which the Supplier is entitled in respect of the Relevant Expense, together with any GST Amount if the payment, reimbursement or contribution constitutes a Taxable Supply by the Supplier to the Recipient.

4.5 Tax Invoice

The Supplier must provide to the Recipient a valid Tax Invoice at or prior to the time of payment of any GST Amount.

4.6 Adjustments & Adjustment Notes

To the extent that any Adjustment occurs in relation to a Taxable Supply, the Supplier must issue an Adjustment Note to the Recipient within 7 days of becoming aware of the Adjustment, and any payment necessary to give effect to such Adjustment must be made within 7 days after the date of receipt of the Adjustment Note.

5. REPAIRS, ALTERATIONS AND DAMAGE

5.1 Repairs and Maintenance

The Licensee must:

- 5.1.1 Keep the Licensed Area clean, tidy and in good repair;
- 5.1.2 Keep the Licensed Area in the same condition as they were in at the date the Licensee first entered occupation of the Licensed Area (fair wear and tear excepted) including repairing or replacing anything in the Licensed Area which is damaged or destroyed;
- 5.1.3 Pay the costs (if any) for the removal of waste and sewerage from the Licensed Area as identified in Annexure C.
- 5.1.4 Keep all waste and debris in proper receptacles and arrange for the regular removal of waste and debris from the Licensed Area; and
- 5.1.5 Carry out all repairs, maintenance and works specified in the 'Building Maintenance and Minor Works Protocol and Requests Licence Agreement' in Annexure B.

5.2 Failure to Repair and Maintain

If the Licensee does not carry out any repairs, maintenance or other works required under this Licence within 14 days of receiving written notice from the Council, the Council may enter the Licensed Area to carry out such repairs, maintenance and works at any reasonable time after giving the Licensee reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Licensee to the Council on demand.

5.3 Alterations and Works

The Licensee must obtain the prior written consent of the Council before carrying out any alterations or works on the Licensed Area. The Licensee must ensure that any alterations or works on the Licensed Area are carried out:

- 5.3.1 Strictly in accordance with plans and specifications approved by the Council;
- 5.3.2 In a proper and workmanlike manner;
- 5.3.3 To the Council's reasonable satisfaction and in accordance with the Council's reasonable requirements; and
- 5.3.4 In accordance with all rules and requirements of any authorities having jurisdiction over the Licensed Area.

5.4 Notice of Damage

The Licensee must give the Council prompt written notice of any material damage to the Licensed Area or anything likely to be a risk to the Licensed Area or any person in the Licensed Area.

6. INSURANCE

6.1 Insurances to be Effected by the Licensee

The Licensee must maintain public liability for the amount of \$20 million concerning one single event (or such greater sum as required by the Council);

Should the Licensee hire out the building for a function, then the hirer must arrange Public Liability coverage for that function. If the hirer does not have this cover it can be obtained for a minimal fee from Council's Insurance Officer;

6.2 Council's policies do not extend to cover the contents of Licensee's; as identified in Annexure G. Payment and Production of Policies

The Licensee must pay all insurance premiums at least 14 days before the due date for payment and produce to the Council copies of the certificate of currency on or before each anniversary of the Commencement Date.

Note: For a Playgroups to have full comprehensive insurance cover it is a requirement that all families attending be current Play group Victoria members. (Playgroup Victoria Family Membership provides parents/caregivers and children who attend playgroup on a regular basis with insurance).

All early years services funded by the of Victorian Department of Education and Early Childhood Development have Public Liability Insurance through the Victorian Managed Insurance Authority who will provide conformation to Council annually that cover is in place

6.3 Not Invalidate Policies

The Licensee must not do anything which may make any insurance effected by the Licensee or the Council invalid or which may increase the insurance premiums. If the insurance premium increases, the Licensee must pay that increase.

7. USE OF LICENSED AREA

7.1 Permitted Use

The Licensee must use the Licensed Area for the use specified in Item 9 of the Schedule and must not use the Licensed Area for any other purpose.

7.2 Licensed Area Unoccupied

The Licensee must not leave the Licensed Area unoccupied for a period exceeding 30 consecutive days not withstanding nominated term break periods.

7.3 No Warranty

The Council does not warrant that the Licensed Area is suitable for any of the purposes or uses of the Licensee.

7.4 Compliance with Laws

The Licensee must comply with all laws and any requirements of any authority in connection with the Licensed Area and the Licensee's use and occupation of the Licensed Area.

7.5 Nuisance

The Licensee must not do anything in connection with the Licensed Area which may cause a nuisance or interfere with any other person.

7.6 Licences and Permits

The Licensee must maintain all Licences and permits required for the Licensee's use of the Licensed Area and obtain the Council's prior written consent before varying any Licence or permit or applying for any new Licence or permit.

7.7 Security

The Licensee must keep the Licensed Area secure at all times when the Licensed Area is not being used by the Licensee as contained in Annexure B.

7.8 Signs

The Licensee must seek the prior written consent of the Council before displaying or affixing any signs, advertisements or notices to any part of the Licensed Area.

7.9 Heavy Equipment and Inflammable Substances

The Licensee must obtain the Council's prior written consent before bringing any heavy equipment or inflammable substances into the Licensed Area except to the extent to which it is consistent with the use of the Licensed Area.

7.10 No Smoking

The Licensee must not permit any person to smoke in the Licensed Area and to comply with any No Smoking Policy of the Council and the Tobacco Act 1987.

7.11 Liquor Licence

The consumption of alcohol/liquor is not permitted under The Children Services Act 1998 in any registered part of the building during its registered operational hours as a registered children's service.

The Licensee must seek the prior written consent of the Council before applying for any Licence or permit under the Liquor Control Reform Act 1998 (Vic).

If the Council gives it consent the Licensee must:

Comply with any conditions imposed by the Council.

Comply with all conditions of the Licence or permit and all laws relating to the Licence or permit.

Not allow the Licence or permit to be cancelled or suspended.

The Licensee must not permit any person to take Drugs or Alcohol in the Licensed Area and to comply with any Drug and Alcohol Policy of the Council.

7.12 No Gaming

The Licensee must not permit:

7.12.1 any gaming machines in the Premises; and

7.12.2 any gambling on the Premises,

without the Council's prior written consent which can be granted or withheld in Council's absolute discretion.

8. LICENSEE'S OBLIGATIONS DURING THE LICENCE

8.1 Council Recognition

The Council will be recognised by the Licensee for major building maintenance and insurance contributions made. Recognition will include, but not limited to, signage and reference to Council's support in the Licensees/Committee's Annual Report. Any other requirements are specified in Item 8.3

8.2 Conduct

8.2.1 The Licensee must operate in accordance with Knox City Council Values and Behaviours in the delivery of all services and projects

as specified in the Operating Agreement Partnership Principles.
Knox Values & Behaviours:

8.3 Annual Reporting

The Licensee must provide to the Council within 4 weeks after the Annual General Meeting (AGM) or by no later than 20th of December each year, a report containing such information the Council may then require, including:

Licensee will provide Council a copy of:

- 8.3.1 A copy of the Licensee's most recent Annual Report and financial statements, including distribution of profits if any;
- 8.3.2 Annual General Meeting Minutes, yearly Meeting Minutes;
- 8.3.3 The number of people who had access to the Licensed Area;
- 8.3.4 Copy of completed Auditors Report;
- 8.3.5 Copy of Annual Statement Lodged to Consumer Affairs Victoria;
- 8.3.6 Copy of Committee List Members, with contact phone numbers and email addresses;
- 8.3.7 Provide Council with a copy of Playgroup Victoria Certificate of Currency Annually. (Insurance Certificate).
- 8.3.8 Timetable of use of the facility over the previous financial year;
- 8.3.9 Provide Council a copy of Cleaning and Gardening Agreements, if applicable;
- 8.3.10 Completed Council Key Register Form;
- 8.3.11 A copy of any Sub Licensing Agreements.

Please send information to Knox City Council Playgroup Team 511 Burwood Highway, Wantirna South, 3152 or via email at play@knox.vic.gov.au

8.4 Legislative and Policy Compliance

- 8.4.1 The Licensee will be required to comply with all relevant policies, plans or strategies adopted by Council; and
- 8.4.2 The Licensee will comply with all legislative provisions relating to operations of the group and facility.
- 8.4.3 Knox City Council is an affiliate member of the Companion Card and recommends Licensees support this scheme provides guidance information for Licensees.

8.5 Naming of Buildings

The Licensee cannot name or rename Council buildings they are using without obtaining authority of Council.

8.6 Hours of Operation

Any restrictions or conditions relating to operation and use of the Licensed Area will be specified in Item 11 of Schedule 1.

8.7 Specific Conditions

Any specific conditions that will apply to the operation and use of the Licensed Area will be specified in Item 12 of the Schedule.

9. RELEASE AND INDEMNITY

9.1 Release

The Licensee uses and occupies the Licensed Area at its own risk and releases the Council from all claims resulting from any damage, loss, death or injury in connection with the Licensed Area except to the extent that the Council is negligent.

9.2 Indemnity

The Licensee must indemnify and hold harmless the Council against all claims resulting from any damage, loss, death or injury in connection with the Licensed Area and the use and occupation of the Licensed Area by the Licensee except to the extent that the Council is negligent.

10. NO ASSIGNMENT AND SUB-LICENSING

The Licensee must not deal with its interest in the Licensed Area including assigning this Licence to a new Licensee without written approval from Council.

Utilisation of the facility on a regular basis by a 3-year-old activity group, Preschool or early years service is permitted provided that a sub licensing agreement contained in Annexure E is completed and a copy forwarded to Knox City Council prior to the commencement of the usage.

Short term hire is permitted for activities defined as 'early years' and require the completion of a Hire Agreement contact the Playgroup Team Leader for a copy.

Should the Licensee wish to hire the facility to an outside organisation or group for a specific event outside of that described a condition of use document with written approval must be received from Knox City Council.

11. LICENSEE'S OBLIGATIONS AT THE END OF THIS LICENCE

11.1 Licensee's Obligations

At the end of this Licence, the Licensee must:

- 11.1.1 Vacate the Licensed Area and give them back to the Council in a condition consistent with the Licensee having complied with its obligations under this Licence;

11.1.2 Remove the Licensee's equipment and property if required by the Council, remove all of the Licensee's fixtures and make good any damage caused by their removal; and

11.1.3 Give to the Council all keys and other security devices for the purposes of obtaining access to the Licensed Area after the agreed removal period.

11.2 Licensee's Property Left in Licensed Area

Anything left in the Licensed Area at the end of this Licence will become the property of the Council and may be removed by the Council at the Licensee's cost and at the Licensee's risk. The Licensee acknowledges that it is not entitled to any compensation for the value of anything left in the Licensed Area by the Licensee.

12. DETERMINATION OF LICENCE

12.1 Re-entry

The Council may re-enter the Licensed Area and determine this if:

12.1.1 Any part of the Licence Fee is in arrears for 28 days (whether or not the Council has demanded payment); or`

12.1.2 The Licensee breaches this Licence and does not remedy the breach within 28 days of receipt of written notice from the Council.

12.2 Damages following Determination

If this Licence is determined by the Council, the Licensee agrees to compensate the Council for any loss or damage the Council suffers arising in connection with the Licensee's breach of this Licence including the loss of the benefit of the Licensee performing its obligations under this Licence up to the expiration of the Term.

12.3 Essential Terms

The essential terms of this Licence are clauses 4, 5, 6, 7, 8, 10 and 11 The breach of an essential term is a repudiation of this Licence.

13. LICENSOR'S OBLIGATIONS

Council must:

13.1.1 Carry out all repairs, maintenance and works specified as a 'Council Responsibility' in Annexure B.

13.1.2 Insure the Licensed Area against damage and destruction in accordance with Council's usual insurance policy.

14. OVERHOLDING

If the Licensee continues in occupation of the Licensed Area after the end of the Term, without objection by the Council:

14.1.1 The Licensee occupies the Licensed Area subject to the same terms and conditions as contained in this Licence;

- 14.1.2 The Council or the Licensee may end this Licence during any period of overholding by giving 30 days written notice to the other party expiring at any time; and
- 14.1.3 The Council may increase the Licence Fee by the nominated CPI increase each year.

15. GRANT OF LICENCE ONLY

The Licensee agrees with the Council that:

- 15.1.1 The Licensee is not entitled to exclusive occupation of the Licensed Area;
- 15.1.2 The Council may use, or permit other parties to use, the Licensed Area;
- 15.1.3 The Council will have access to the facility in the event of an emergency and to undertake any maintenance associated with its emergency management planning obligations;
- 15.1.4 Priority access to the facility will be given to Department of Education & Early Childhood Development funded preschools and programs, and playgroups;
- 15.1.5 This Licence does not create any estate or interest in the Licensed Area, other than a contractual right;
- 15.1.6 This Licence does not constitute a lease at law and the Licensee will not claim before a court or tribunal that this Licence constitutes a lease at law; and
- 15.1.7 In the event that a court or tribunal determines that this Licence is a lease at law, the Council may, at its option, terminate this Licence by written notice to the Licensee.
- 15.1.8 The Licensee will close operation over the Victorian School Holiday periods.

16. SURRENDER OF LICENCE

The Council and the Licensee acknowledge and agree that the Licence, which was for a term of 5 years commencing on *Insert date is* surrendered by the Licensee to the Council on the day immediately preceding the Commencement Date.

17. GENERAL

17.1 Notices

Any notice required to be served under this Licence must be in writing and must be served by post, facsimile transmission or hand delivered to:

- 17.1.1 The Licensee at its address set out in this Licence, the Licensee's registered office address, the Licensed Area, or the last known address of the Licensee; and
- 17.1.2 The Council at its address set out in this Licence or any other address notified in writing to the Licensee by the Council.

17.2 Entire Understanding

This Licence contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

17.3 Waiver

If the Council accepts the Licence Fee or any other monies under this Licence (before or after the end of this Licence) or does not exercise or delays exercising any of the Council's rights under this Licence, it will not be a waiver of the breach of this Licence by the Licensee or of the Council's rights under this Licence.

18. INTERPRETATION

18.1 Governing Law and Jurisdiction

This Licence is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.

18.2 Persons

In this Licence, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

18.3 Joint and Several

If a party consists of more than one person, this Licence binds them jointly and each of them equally.

18.4 Legislation

In this Licence, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

18.5 Clauses and Headings

In this Licence:

- 18.5.1 A reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure in or to this Licence; and
- 18.5.2 Headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Licence.

18.6 Severance

In this Licence:

- 18.6.1 If a provision in this Licence is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

18.6.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

18.7 Number and Gender

In this Licence, a reference to:

18.7.1 the singular includes the plural and vice versa; and

18.7.2 a gender includes the other genders.

DRAFT

19. EXECUTION PAGE

THIS LICENCE IS EXECUTED by the parties on the date specified in Item 1.

THE COMMON SEAL of the **KNOX CITY**)
COUNCIL was hereunto affixed on)
the day of 20 in)
the presence of)
)

Chief Executive Officer

Authorised Officer

SIGNED SEALED AND DELIVERED by the)
Insert full Name of the Association)
in the presence of:)
)

..... Presidents Full name of the Association

..... Presidents Signature

..... Presidents Usual address

..... Executive Committee Member of the Association Full Name

..... Executive Committee Member of the Association Signature

..... Position of Committee Member Public Officer of the Association

..... Usual address

..... Insert date



CHILDREN'S CENTRES

BUILDING MAINTENANCE & MINOR WORKS

Protocol and Requests

PRESCHOOLS & PLAYGROUPS EDITION

Protocol and Requests: Preschool & Playgroup Edition

**Issued by: Facilities Department
FEBRUARY 2016**

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INTRODUCTION

In a Council facility, building maintenance or minor modifications will be required from time to time. As a tenant of the facility, there are responsibilities and conditions that you must adhere to in regard to maintenance and minor modification works. Some maintenance items will be your responsibility to carry out, while others will be the responsibility of Council's Facilities Department.

This document explains who is responsible for what tasks, how to request maintenance works from Council, and what to do if you are proposing minor modification works (such as installing an air conditioner or modifying the playground layout). The enclosed information pack tells you how the system works.

OVERVIEW

Each Centre is required to have a **Buildings Maintenance Officer (BMO)** for the building. It will be the responsibility of this officer to liaise with Council by calling **9298 8000** to log a Customer Services request detailing the required building maintenance.

In buildings that accommodate multiple tenants (for example, Preschool, Maternal and Child Health Centre and Playgroup) it is Council's preference that the tenants agree to appoint a single BMO who will be the contact point within the facility and with the Council's Facilities Department. In appointing a BMO it is important that the person is easily contactable and has the time to devote to the task.

WHAT DOES YOUR INFORMATION PACK CONTAIN?

- A protocol information sheet detailing the request process
- Business Rules detailing Council's response time in meeting your request
- A process flowchart mapping how your request will be handled
- The general responsibilities of the BMO and Facilities Maintenance Contractors
- A list of maintenance responsibilities for both Council and Committees
- Council will be able to provide you with suitable contractor contacts for quotations and to undertake any minor works that are your responsibility, if required.

CHANGE OF BUILDING MAINTENANCE OFFICER

It is important as a committee or building user that the role of the BMO is ongoing whilst you occupy a facility. Please ensure any new BMO is fully conversant with the functions of the position. A Council Facilities Officer responsible for your facility is available for an induction if required.

COUNCIL BUILDINGS – BUSINESS RULES

Council has established a “Target Completion Time” for maintenance activities; this is the time in which Council will aim to complete the maintenance request starting from the date when the Building Maintenance Request is received by the Council’s Facilities Department.

These times have been set in consideration of the nature of the works, the likely availability of suitable contractors and our past experiences. We aim to complete 98% of all requests within the nominated Target Completion Time.

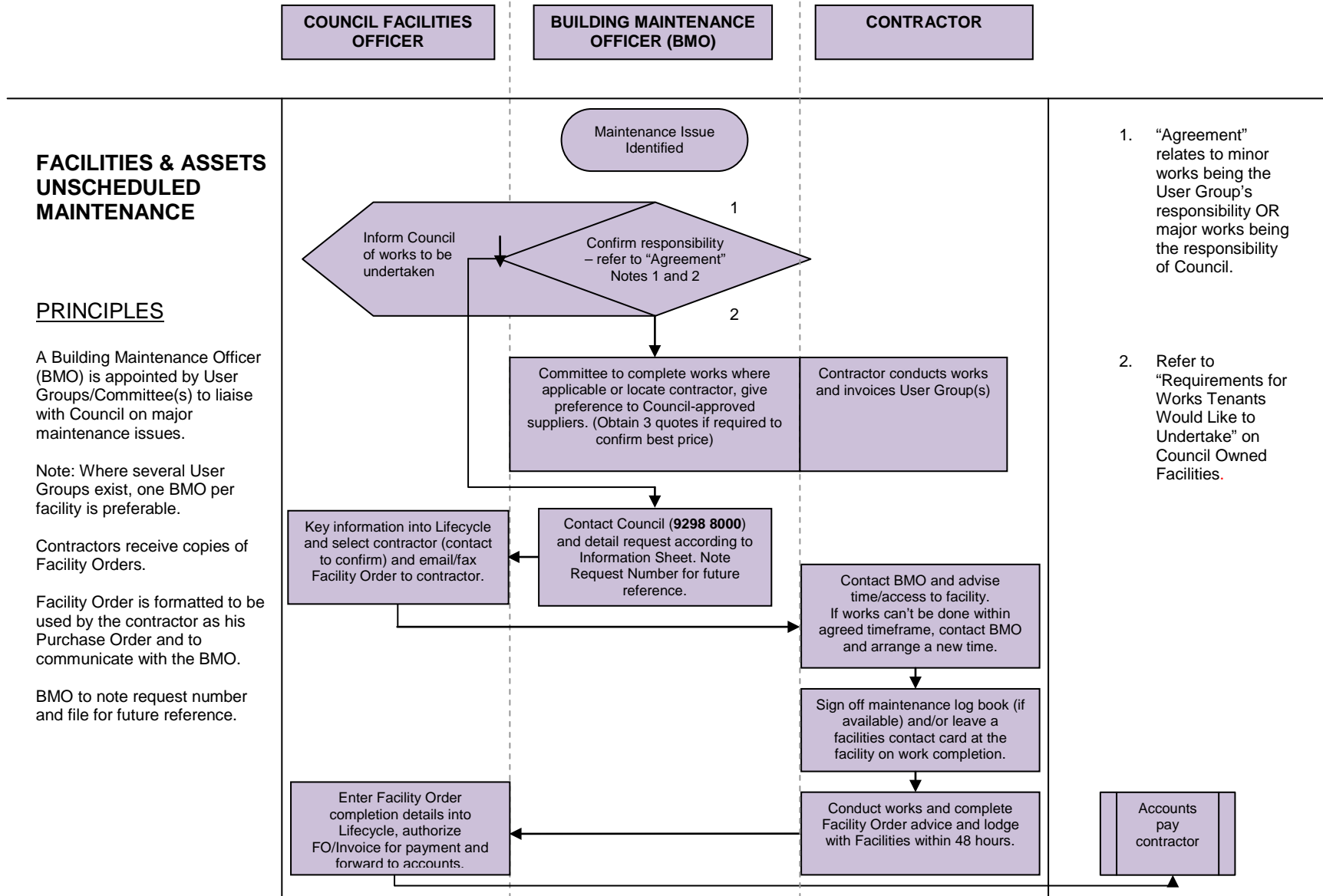
The table below is indicative of some maintenance activities where the works required have been assessed as non urgent. Urgent works within these categories will be assigned a specific completion time.

Maintenance Type	Target Completion Time
Carpentry	12 days
Door Maintenance	30 Days
Electrical Repairs	12 days
External Maintenance	22 days
Floor Maintenance	12 days
General Maintenance	30 Days
Glazing – non urgent	7 days
Graffiti Removal	7 days
Plumbing Repairs	12 days

This table lists the more common maintenance activities carried out at Childrens Centres.

Maintenance Type	Target Completion Time
Blocked Toilets	Within 24 hours
Blocked Sinks / Troughs	Within 24 hours
External Doors – not able to secure	Same day
Entrance / Exit Gates	3 Days
Locks	3 Days
Broken Windows / Glass Door Panels	3 Days

OVERVIEW



PROTOCOL FOR BUILDING MAINTENANCE REQUESTS

- Each tenant is to nominate a Buildings Maintenance Officer (BMO) for the facility (one per building as a preference).
- BMO to assess whether maintenance works are the committee or Council's responsibility – refer to the Protocol.
- If the maintenance is Council's responsibility, BMO lodges maintenance requests **by phone** to Customer Service on **9298 8000**. BMO to keep Customer Request Number for own records and future reference.
- Council's Facilities Department will organise repairs in accordance with business rules.
- BMO to advise affected user groups of action (including other user group BMO's). This includes passing on any advice from Council of works initiated by Council to be performed at the facility such as building renewal works during holiday periods or other out-of-hours works.
- Council Facilities Office to monitor progress of work (major works).
- Contractor to notify Council on completion of works.
- BMO to inform Council's Facilities Officer if any problems arise with works.
- Facility users are to advise Council's Facilities Department of any change of BMO.

BMO RESPONSIBILITIES WITH REFERENCE TO BUILDING MAINTENANCE

- To attend to all maintenance requirements which are the responsibility of the facility's tenants.
- To request maintenance action where Council is responsible. Customer Service will direct the maintenance request to the department responsible for the works.
- To maintain records of the request.
- To inform all facility users of the maintenance work.
- To be available to discuss a maintenance request with the contractor if necessary.
- To monitor the performance of the maintenance request and report to Council if there are any problems.
- To communicate and liaise on building maintenance issues with other user groups/BMOs.

FACILITIES CONTRACTOR'S RESPONSIBILITIES FOR BUILDING MAINTENANCE

- To attend to all maintenance requirements within agreed timeframe.
- To minimise disruption to users of the building.
- To plan for the maintenance work and liaise with the BMO a suitable time for the work to be carried out if they are disruptive works.
- To advise Council's Facilities Department when the works are completed.

CHILDREN'S BUILDINGS - PRE-SCHOOLS & PLAYGROUPS & SURROUNDS MAINTENANCE POLICY

The table below indicates the areas of responsibility for the Preschool Committees of Management and parents, and the Council. This document also applies to centres with Committees of Management where there is no current active 4 year old Preschool Group.

IMPORTANT:

Any item not included in or stipulated as the Committees' responsibilities is by exclusion, the responsibility of Knox City Council. Any future statutory/by-laws requirements or changes will also be the responsibility of Council.

Item	Council Responsibility	Committee Responsibility
Air Conditioners	<ol style="list-style-type: none"> 1. Servicing / repair of air conditioners installed by Council or Committees. 2. Replacement of air conditioners installed by Council. 	<ol style="list-style-type: none"> 1. Installation of new air conditioners. 2. Replacement of air conditioners installed by Committees.
Alarms	<p>Installation, servicing and repair or replacement.</p> <p>For safety reason, if an alarm activates during the night the security company will send a patrol to investigate. If any issues/damage has occurred, Council After Hours will be contacted to secure the building and/or make safe. Police will be contacted if necessary. Council is responsible for the cost of these patrols.</p>	<p>Alarms are an important security tool and it is the responsibility of committees to make sure all staff and committee members know how to use the alarm and are aware of the disarm/arm code/s, voice code and the location of the panic buttons.</p> <p>“Late-to-Close” - the security company must be notified if the centre is being used after hours and the alarm will not be armed at the usual time. Failure to do this will result in the security company sending a patrol to arm the alarm. The committee is responsible for paying the invoice for the patrol visit – currently \$40.00 plus GST per visit.</p> <p>If the alarm is set off (eg. by entering the building and failing to disarm the alarm), the security company will send a patrol unless a phone call is made to the security company explaining the circumstances. Use the Voice Code for identification. If a patrol attends the cost is to be met by committee.</p>
Awnings/ Blinds	NONE	Installation and maintenance is a committee responsibility. (Prior approval from Council required for new installations.)

Item	Council Responsibility	Committee Responsibility
Car Parking	Maintenance of adjacent car parks servicing the childrens centre is the responsibility of Council's Works Department	General maintenance of garden areas surrounding the car park; sweeping of car park kerbing, etc.; raising requests for car park maintenance with Council's Works Department (Ph: 9298 8000)
Carpentry	All carpentry maintenance works which should be undertaken by a tradesperson.	Minor adjustments not requiring a tradesperson; eg. tightening of screws, fitting of shelves and fitting of door jamb protectors.
Cleaning	NONE	Set-up, review, supervision and payment of cleaning contract. Monitoring of contract cleaner and ensuring standards are in accordance with Health Department regulations and Committee requirements as per the contract.
Electrical	All electrical works that must be undertaken by a qualified electrician.	<ol style="list-style-type: none"> 1. Repairs to and replacement of appliances purchased by the Committee. 2. New/additional power points required by the Committee – a qualified electrician is required to undertake the installation. (Prior approval from Council required.)
Equipment/ Furniture	NONE	<ol style="list-style-type: none"> 1. Purchase & minor repairs to furniture purchased by the Committee. 2. Installation of locks on cupboards and additional keys for cupboards.
Fencing (Property Boundaries)	Replacement of title boundary fencing. If required, Council will issue a Notice to Fence to the adjacent property owner(s) and once agreement is reached will schedule works for a mutually suitable commencement date (usually in a School Holiday period).	<ol style="list-style-type: none"> 1. NONE for boundary fencing. 2. Fencing internal to the property is the responsibility of the committee.
Floors & Floor Coverings	Replacement and repairs to flooring coverings and sub-flooring structures.	Cleaning of carpets and vinyl areas, including steam cleaning of carpet and resealing of vinyl on an annual basis. Committees may also decide to steam clean carpets, etc. during the year on an 'as needs' basis

Item	Council Responsibility	Committee Responsibility
Flywire Screens	NONE	Installation of new screens; repair or replacement of damaged screens.
Garden	NONE	Installation and maintenance.
Garden & Storage Sheds	NONE	Installation and maintenance of garden and storage sheds
Garden Mulch	NONE	Rejuvenation and top up of existing mulch areas. Purchase of mulch for any additional areas including gardens. Note: Garden mulch must not be built up along fences as regulation fence height must be maintained.
Heaters	Servicing / repairs / replacement of heaters installed by Council.	Regular cleaning of heater vents and grilles.
Keys, Locks and Padlocks	Provision, maintenance and replacement of all locks and padlocks, keyed to Council's standard system; maintenance, repair or replacement of door and gate furniture.	<p>A key register must be kept at all times. It must include (for every person issued with keys):</p> <ul style="list-style-type: none"> • Name • Position • Key number & issue number (eg B27.1 issue 5) <p><u>It must be enforced that:</u></p> <ul style="list-style-type: none"> • Keys must not have tags stating the name of the centre attached to them. • No spare keys are to be kept at the centre. • All spare keys are to be returned to Council's Facilities Department. • All lost or stolen keys to be reported immediately to Council Facilities Department. <p>The cost of replacement or additional keys is the responsibility of committee.</p> <p>If an external key safe is installed by the committee, building alarm codes MUST NOT be recorded in the key safe as building security is placed at risk if unauthorized persons access the key safe.</p>

Item	Council Responsibility	Committee Responsibility
Lawns	NONE	Mowing of lawn areas within the fence line & edge trimming of lawns.
Lights	Replacement and repair to internal light fittings; installation of new lighting; all external lights.	Changing of light globes to a maximum height of 2 metres (this is the height of your feet from the ground) or the cost for a contractor to undertake the replacement of any internal blown tubes or globes. Notify Council of any problems with external lights.
Notice Boards/ Shelving	NONE	Replacement of existing notice boards/shelving; installation of new notice boards. (Prior approval from Council required.)
Painting	Internal/External painting of buildings	NONE
Pathways	Maintenance of paths within the centre's boundary leading to the facility for exit & egress purposes.	<ol style="list-style-type: none"> 1. Maintenance of any paths within the centre's boundary fencing not used for exit & egress purposes. 2. Cleaning and sweeping of paths including those used for exit & egress.
Pest Control	Removal of possums from buildings; eradication of white ants/termites.	Pest control for insects and rodents; this includes red-back spiders, ants, wasps, mice and rats.
Playgrounds/ Play Water Tanks	NONE	Installation and maintenance of playgrounds and playground equipment.
Plumbing	Repair and replacement of all plumbing fixtures.	Clearance of minor blockages in sinks and troughs and reporting of other plumbing fixture issues to Council.
Pruning	Councils Parks Department may be contacted for larger pruning jobs. (Ph: 9298 8000)	Pruning of shrubs and trees up to a height of 2.4 metres and removal of tree debris from playground area.
Roofing	Replacement and repair of roofing.	NONE
Rubbish	NONE	Removal of rubbish / litter / green waste.
Sand Pits	NONE	Installation and maintenance of sandpits.

Item	Council Responsibility	Committee Responsibility
Shade Structures	NONE	Installation of new shade structures, repairs, modifications and removals of existing shade structures. Approval for the installation of shade structures and shade sails must be obtained from Council's Landscape Services and Facilities Department. Funding is sometimes available on a 50/50 basis to assist with purchase of shade sails within the playground. (See the following section on Minor Works – Request for Approval)
Signs	Council building signage.	Non Council signage.
Smoke Detectors	NONE: It is not a regulatory requirement to install smoke detectors in Playgroup & Pre-school Centres.	Installation and maintenance, including battery replacement, should the Committee elect to install smoke detectors. (Prior approval from Council is required for installation of hard wired smoke detectors.)
Spouting	Routine spouting cleaning.	NONE
Windows	Replacement and repair.	Regular cleaning of internal and external windows.

WORKING BEES

Working Bees should be held at regular intervals throughout the year to ensure ongoing maintenance and upkeep of the equipment, buildings, gardens and playground areas:

The nominated BMO should coordinate the parent Working Bees.

Working Bee tasks could include:

- Weeding of flower beds, paths and tanbark areas;
- Pruning of trees (not above 2.4 metres);
- Spreading of new soft-fall tanbark around play equipment;
- Washing of windows, door handles and fingerprints;
- Repairs to, or disposal of, broken toys and equipment;
- Raking and disposal of leaves, twigs and fallen branches in the yard(s);
- Washing of toys and equipment;
- Raking tanbark away from fence lines to ensure fence heights are not compromised.

WORKS ON COUNCIL FACILITIES

Prior to any Works (undertaken by the committee) commencing on a Council Facility, the Facilities Department must be notified in writing with supportive documents as listed under “Requirements For Works Tenants Would Like To Undertake On Council Owned Facilities” and official written approval must be obtained. If the proposed works are for the playground or yard, you will also need to contact the Council’s Landscape Services for approval to proceed.

There are several conditions regulated by the State Government that must be adhered to. These include Occupational Health and Safety Standards (e.g. non-slip surfaces, height, childproof, etc), fire regulations and building requirements.

As all liability remains with Council, please also inform Council before commencing on works or improvements falling into the following categories:

- Installation of additional pin-up boards or shelving
- Minor internal alterations
- Purchase of curtains and blinds, including sunblinds
- Purchase of any additional protective mats and extra floor coverings
- Purchase or building of playground equipment (that is; forts, swing sets, other fixed playground equipment).

In the main, all works to be performed at **ANY** of the Council’s facilities (Preschools, Playgroups, MCHCs, Childcare Centres, Sporting Pavilions, Community Centres, Offices, etc.) will be managed and run by Knox Council’s Facilities Department.

REQUIREMENTS FOR WORKS TENANTS WOULD LIKE TO UNDERTAKE ON COUNCIL OWNED FACILITIES

GENERAL REQUIREMENTS

1. Full set of drawings including structural computations submit to Council Facilities Department for approval.
2. Details of an appropriate commercial builder who will perform the work must be supplied. Council can provide details of its preferred suppliers for quoting purposes.
3. All works must be carried out by a qualified contractor with public liability insurance cover of minimum \$20 Million and all other appropriate insurances. Council must be indemnified and held harmless from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against Council arising out of, or any way relating to the works. Prior to any works commencing, copies of the insurance certificate and licences must be supplied to Council for approval.
4. The contractors must have an Occupational Health and Safety Plan, evidence of which is to be provided to Council Facilities Department. The plan must include OH&S risk assessments of the works to ensure the construction will be carried out in accordance with the OH&S legislation.
5. Where appropriate, a Certificate of Electrical Safety, Plumbing Industry Board Certificate or Certificate of Compliance and, if applicable, an Operation & Maintenance Manual must be supplied to Council once the works have been completed.
6. Any damage to Council property occurring as a result of the works is to be rectified at no cost to Council.

7. Any rubbish/construction spoil created by the works must be removed and disposed at no cost to Council.
8. Written approvals from other cotenants (if applicable).
9. Provide time schedule or works to allow work inspections by Facilities.
10. Completion of any works that may arise from the result of these works.
11. Notification of completion so final inspections can be carried out by Facilities.

REQUIREMENTS FOR AIR CONDITIONING INSTALLATION

1. Detailed drawing/sketch layout of proposed works.
2. The installation shall not affect the structural integrity of the building.
3. The unit must be located where the best penetration can be obtained.
4. Any damage to the existing building due to the installation must be made good at no cost to Council.
5. Any rubbish/construction spoil created by the works must be removed and disposed at no cost to Council.
6. The installation must be carried out by qualified tradespersons with a Public Liability Insurance cover of minimum \$20 million and other appropriate insurances. Prior to any works commencing, copies of the insurance cover and licenses must be submitted to Council Facilities Department.
7. The proposed location and type of unit must be approved by Council Facilities Department.
8. An Occupational Health and Safety Risk Assessment of the works must be supplied to Facilities for approval.
9. Provide time schedule of works to allow for work inspections by Facilities.
10. Where appropriate, a Certificate of Electrical Safety, a Plumbing Industry Board Certificate or Compliance must be supplied to Council Facilities Department once the works have been completed.
11. Notification of completion so final inspection can be carried out by Facilities.
12. All servicing, maintenance and replacement is the Committee's responsibility.

Please note that the GENERAL REQUIREMENTS apply (in full or in part) to ANY works undertaken by the Centre, including the erection of shelves, painting, building extensions, demolitions of any sort or additions to playground landscaping or equipment. Council's Facilities Department should be contacted if you are in doubt as to which items apply.

Facilities Department's services include design, tendering, contract and project management and general advice on issues and solutions. Please contact us if you are planning any sort of works at your site and take advantage of our expertise.

Disposal of Excess Waste

Green Waste Bins (red lid)

Green Waste Bins – for more information, contact Council's Customer Service on 9298 8000.

Green Waste / Recyclables

When a working bee or special clean up of the building or grounds has been held, excess waste that cannot be placed in the mobile bins available at preschool may be disposed of at the Transfer Station and Recycling Facility in Cathies Lane. Fees may apply.

Hard Rubbish

The hard rubbish collection available for households does not apply to preschools and playgroup centres as they are not rate paying buildings, hard rubbish is only available for rate paying buildings.

Working Bees

Council should be notified at least two weeks prior to a working bee being held at the facility to ensure there is not a clash with any scheduled maintenance.

For further information please contact Council on 9298 8000.



TENANCY BY COMMUNITY GROUPS OF COUNCIL BUILDINGS

Policy Number:	2004/24	Directorate:	Corporate Development
Approval by:	Council	Responsible Officer:	Property Management Coordinator
Approval Date:	25 March 2014	Version Number:	3
Review Date:	25 March 2018		

1. PURPOSE

The purpose of this policy is to ensure a consistent and transparent approach is taken when community groups enter into an arrangement to manage, on behalf of the community, Council owned facilities. The policy directs what form of occupancy agreement community groups will work under when operating as managers of a Council facility.

2. CONTEXT

Tenancy of Council facilities is subject to the provisions of the Residential Tenancies Act 1997, Retail Leases Act 2003 and the Local Government Act 1989.

In order to ensure that tenancy arrangements comply with Council's legislative obligations and are fair, efficient and transparent, a consistent approach is required when negotiating new or renewed tenancy arrangements.

3. SCOPE

This policy applies to all community organisations who have management rights and responsibilities for a Council owned facility subject to the following qualification:

- Does not include tenancy arrangements that have a commercial component whereby Council receives additional income based on the commercial activities undertaken at the facility.
- Does not include facilities that are operated and managed by Council staff.
- Does not include sporting groups that are subject to annual seasonal tenancy arrangements.

4. REFERENCES

4.1 *City Plan 2013-17 (incorporating the Council Plan)*

- Sound Stewardship
- Effective Governance

4.2 *Relevant Legislation*

- Residential Tenancies Act 1997
- Retail Leases Act 2003
- Local Government Act 1989

4.3 *Charter of Human Rights*

- This policy has been assessed against and complies with the Charter of Human Rights.

4.4 *Related Council Policies*

- Nil

4.5 *Related Council Procedures*

- Procedural Document for Tenancy by Community Groups of Council Facilities

5. DEFINITIONS

In this Policy:

Community Group	Includes not for profit incorporated groups that provide community benefit throughout Knox.
Management Rights	Responsibility for overseeing day to day operations and activities of a facility as set out in the licence agreement.
Licence Agreement	Formal agreement between Council and a community group specifying the conditions of occupancy of a Council facility.
Incorporated Association	An association that is incorporated under the Association Incorporation Act 1981.

6. COUNCIL POLICY

All new or renewed tenancies of Council facilities by community groups who are to be granted management rights will be by way of a licence agreement. Council has a standard licence agreement that will be used for this purpose.

Staff can negotiate and enter into licence agreements in accordance with this policy except:

- Where the annual rent for the licence is greater than the minimum fee set for licence rent in the Fees & Charges schedule.
- Where the current market rental value of the land is \$5,000 or more a year.
- Where the licence relates to the installation of a telecommunications facility.
- Where the term of the agreement is longer than 5 years.

Should any of these provisions apply, the licence agreement shall be referred to Council for consideration.

The following are the general terms of the licence agreement that shall be considered in negotiations of a tenancy.

6.1 Term

Standard agreements will be for a period of 5 years subject to satisfactory performance of the standards outlined in the licence agreement. Other periods may be considered depending on the specific circumstances and after preliminary discussion with Chief Executive Officer and then reported to Council.

6.2 Performance Standards

Performance standards will be developed and agreed at the commencement of each agreement. These standards will include but are not limited to:

- The tenant must be either an incorporated association, not for profit co-operative or not for profit limited liability company.
- Council will be recognised by the tenant for building major maintenance and insurance contributions made. Recognition will include, but not limited to, signage and reference to Council's support in the community group's Annual Report.
- Council will have access to the facility in the event of an emergency and to undertake any maintenance and preparation associated with Council's emergency management planning obligations.
- Council will insure Council installed and authorised fixture and fittings. Tenant to insure contents and take out professional indemnity and public liability cover in accordance with the Council standards at the time. All insurance requirements must be met prior to the signing of the licence agreement.
- Tenant will be required to comply with all relevant policies, plans or strategies adopted by Council.
- Tenant will comply with all legislative provisions relating to operations of the group and facility.
- Issues associated with use of facility will be specified in the agreement. This includes hours of operation, noise, parking and traffic management.

6.3 Naming of Buildings

The tenant cannot name or rename Council buildings they are using without obtaining authority of Council.

6.4 Use of Premises

The permitted use of the premises will be identified and agreed in conjunction with the agreement and incorporated into the licence agreement.

6.5 Sub-Letting

The tenant will not sub-let the Council facility to any other organisation or person without the prior written consent by Council.

6.6 Reporting Requirements

Each tenant must provide to Council at the commencement of the tenancy a list of office bearers including President, Secretary, Treasurer and Public Officer and prior notification of their Annual General Meetings. At the conclusion of their Annual General Meeting organisations must provide a copy of their Annual Report and Financial Statements.

The tenant will be required to participate in a review of performance of the tenancy against agreed performance standards.

6.7 Specific Knox City Council Conditions

In some cases specific conditions may apply and these will be negotiated and incorporated into the agreement.

6.8 Building Maintenance and Development

- The standard building maintenance schedule which defines responsibilities of each party will be included as an annexure to the licence agreement.
- The tenant will comply with all Risk Management requirements in the operation of the facility.
- Utility service costs (from the meter) will be the responsibility of the tenant unless the agreement states otherwise.
- Approval is required from Council for any structural alterations to buildings or fittings.
- Facilities will be inspected by Council at the commencement of the agreement and the facility will be restored to a like condition at the completion of the agreement irrespective of whether the tenant is seeking to renegotiate a new agreement.

6.9 Termination Clause

Either party will have the capacity to cancel the agreement by giving three months notice. Further, Council may consider immediate termination of the agreement if there is non compliance with the conditions of the licence agreement or inappropriate activity being undertaken at the facility. Council's decision in these matters will be final.



** To be used when the Licensee Sub-lets Councils early years facilities to other community early years services.*

Family and Children's Services Code of Conduct, we agree to work in the following ways:

Respecting Others

- Be supportive and considerate of the knowledge, skills and ideas of others
- Communicate openly by sharing information and knowledge
- Be honest and trustworthy
- Treat everyone equally
- Take responsibility for your own actions.
- Display a positive attitude, bring a sense of enthusiasm to the things we do
- Be open to new ideas and opportunities
- Ensure that personal information about children and their families will not be disclosed without their consent
- Ensure everyone has the opportunity to be heard

Working Together:

- Work in integrated ways with other parents, educators, volunteers and the community
- Provide a program that promotes access and equity that is inclusive of all abilities
- Address behaviour that is not appropriate
- Ensure that safety requirements are met
- Be consistent in behaviours, actions and decisions
- Encourage and acknowledge the contribution of all
- Be flexible and responsive to other people's needs
- Seek out better ways of doing things
- Encourage others to build knowledge, skills and confidence
- Be open and inclusive of others
- Aim to achieve the highest standards in everything we do
- Provide appropriate information about services available to support children and their families
- Act within the law

Operation Agreement/ Conditions of Use Document

This agreement is between *Knox City Council* and *Insert Name Playgroup* for the use of the *Insert Name* Children and Family Centre: *Playgroup room* for *Insert Year*.

A Sub License Agreement is a Conditions of Use between a Volunteer Committee (early years) and another early years service sharing a playroom or a licensed space. This document outlines responsibilities and legal obligations that the nominated Children's Services Licensee for that service are required to meet.

Preamble

The term "Integrated Service Delivery" refers to the process of building connections between services to work together as one team, to deliver services that are accessible and respond to the needs of families and their children.

Agreement and understanding by all parties can be challenging to achieve. This can be supported when we build on genuine community engagement and share a common language. (Moving Forward Together, Paul Prichard Centre for Community Child Health, VIC Suzanne Purdon Centre for Community Child Health, VIC Jennifer Chaplyn Same Page Organisational Development Consultancy, WA).

Council provides purpose built early years facilities for community use. Current Australia-wide best practice and philosophy of all early years' services encourages working together in integrated ways.

Council encourages sub-letting of available licensed space in their facilities to other early years groups to support community needs and establish cooperative networks and integrated pathways between early year's services.

In an effort to improve outcomes for young children and their families, governments in all developed nations are making efforts to integrate services more effectively. As a result, governments and service providers across the developed world have decided that the early childhood and family support service system needs to be reconfigured so as to more effectively support young children and their families. (Policy Brief no 17, 2009: Integrating Services for Young Children and their Families)

Our agreement is as follows;

DATED: *Insert Date*

The period of these Conditions of Sub-Licensing Agreement is: *12 Months*
Our next agreed Conditions of Sub-Licensing Agreement review date is: *Insert date*

1. Fees

A rental fee of *\$Insert amount* per term for *two sessions x 2.5 hours & two sessions x 3 hours per week* is to be paid to *Insert Playgroup Name* each term within 30 days of receipt of invoice (payment schedule is to be attached) until the *Insert Date*.
(*Each group should insert/delete relevant information to your group*).

The sub-licensing fee will be based on cost-neutral amount to the *Insert Playgroup name*. *Insert Playgroup name* will provide 30 days notice in writing prior to any increases in the rental fees.

(*Insert all relevant information into this section for your group*). For example: The rental fee will cover the cost of *hand soap, hand towel, toilet paper, dishwashing detergent, sponges and the use of the mop, buckets, brooms and art materials by negotiation. It will also cover the cost to maintain outdoor play space and replace of sand and tan bark as required to the outdoor areas*.

The *User Group Name* will not be charged extra fees for additional use of the centre for Mothers Day, Fathers Day or fundraising events and committee meetings. (Except additional professional cleans that may be required to return the centre to a suitable standard for the Playgroup program).

***Both the *User Group Name* and the *Insert Playgroup Name* will liaise with each other and advise all other services at *Insert Centre Name Children's Centre* 28 days prior to any event or additional use of the Playgroup area.**

Utility Bills

All utility bills are billed directly from Council to each user group. (Unless other arrangements are made).

2. Times of access for the period of this Operation Agreement

The *User Group Name* will have access to *Insert centre name* Children and Family Centre; *Insert days and times*

Session Times for *User Group Name*

Insert days and times

*If *User Group Name* would like to add any new groups this must be *negotiated* with Knox City Council and approved in writing.

3. Access to keys

The key register will be held by the Playgroup Committee and sent to the Playgroup Team Leader each time a change is made at the very least annually. *User Group*

Name will provide Knox City Council and Playgroup with a Committee contact list and key register list.

4. Use of Buildings, Equipment, Facilities

- Consultation with Council's Family & Children's Service Department and written permission is required for any proposed change to an Early Years Facility. This includes both inside and outdoor areas including playground and fixed playground equipment. This is generally to meet Occupational Health and Safety (OH&S) Regulations, and Australian Safety Standards. When considering changes to the playground, or the purchase of large outdoor equipment, Sub Licensee's need to contact the Playgroup Committee who will then contact Council's Playgroup Team Leader and Early Years Facility & Committee Liaison Officers. Please note all permeate or fixed outdoor equipment needs to be approved by F&CS Department and Council before installation.

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- Any damage to the building or playground must be reported to Knox City Council Customer Service Department 9298 8000. Educators and volunteers sharing the *insert children's centre name* Children and Family Centre are required to record maintenance reports in the Building Maintenance Record Book kept in the *insert location*. This book informs all responsible persons of damage or concerns regarding safety issues reported about the building or playground according to established protocols.
- *Insert Playgroup name* and *User Group Name* are asked to provide their own tea and coffee, sugar and milk. There will be space in the kitchen allocated for each group in which to store their supplies. *User Group Name* are required to record phone calls and will be billed quarterly from the Playgroup committee. *(Insert all relevant information into this section).*
- The telephone (landline) will be the responsibility of the *insert Playgroup name* who will pay for all cost incurred with the use of the telephone line. This will include line rental and any service fees. *(Insert/delete all relevant information into this section).*
- *Insert Playgroup name* and *User Group Name* will have their own user codes to access the building's security system. The code will be known by educators and Committees. When the building security has not been activated, a call out fee charged.
- After each session the playground and playroom will be left clean and tidy for the next user group, any equipment taken out will be put away.

Equipment and Maintenance

(Insert all relevant information into this section).

- Knox Council, *Insert Playgroup name* and *User Group Name* have each contributed equipment and materials of the early years programs provided for children and families.
- As an integrated service, the sharing of equipment and resources respectfully to support and development appropriate play is encouraged.
- The storeroom, office and outdoor shed are shared use by *Insert Names*.
- Educators and committees will communicate and work with families to maintain the environment and ensure a safe and clean play space for the next group using the facility.
- Educators and committees will negotiate if equipment is damaged and requires repair or replacement.
- If the *User Group Name* wishes to purchase additional equipment which will be permanently placed in the centre then prior consultation with the Playgroup Committee is required. This can be done in writing to the *Playgroup Committee*.
- Pest Control, repairs and replacement of permanent or fixed outdoor equipment costs will be shared between *Playgroup (insert %)* and *User Group Name (insert %)*. (Please note all permanent or fixed outdoor equipment needs to be approved by Council before installation).
- Combined Working Bee ensures the grounds are well maintained, neat and tidy. Committees are required to work together to organise suitable dates and times. Working bees will be planned at the beginning of each year or term and 30 days notice will be given to each group prior to working bee.

5. Cleaning

(Insert specific information relevant to your user groups).

Professional cleaning (as per specifications attached) will occur in the *Playgroup (insert centre information)*. Any additional clean will be shared between the *Playgroup insert %* and the *User Group Name (insert %)*.

The cleaning costs of common areas such as the foyer and toilets will be equally shared between each of the user groups at Children's and Family Centre.

Periodical Centre Cleans:

Playgroup will be responsible for insert % of the cost of periodical cleans.

The User Group Name will be responsible for insert % of the cost for periodical cleans. (Attach a copy of the cleaner's specifications).

6. Communication

Communication between user groups of the building is important. To facilitate communication there are foyer noticeboards to inform all families of fundraising events, working bees, clean up days, etc. There may be opportunities for working

together in fundraising and social events for the common goal of improving our facility for all the families who attend.

Communication pockets for each service are usually *located in the foyers* of each entry point. This helps us to communicate quickly with each other across services and groups.

An integrated service meeting should occur once a term or more often if required to enable all service educators and volunteers to share information. Volunteer committees work together in Council's early years services and facilities as described in the Code of Conduct. (Please find a copy of the Code of Conduct on page 2 of this document).

Agenda suggestion items for Integrated Service Meetings relating to your facility could be:

- Deciding who will report maintenance issues to Council
- Joint design and upgrade of the outdoor environment
- Addressing issues concerning multiple users of facilities
- Ensuring facilities are maintained in order to provide a safe environment for children, families, volunteers and educators
- Ensuring guidelines for use of the facility are clear for all
- Joint cleaning arrangements

(Insert or delete all relevant information into this section).

7. Insurance and Contact Details

Playgroup has insurance cover with Playgroup Victoria, a copy of which is to be attached to this document.

The *User Group Name* is required to provide *insert Playgroup name* with a current copy of their insurance certificates. These include: Certificate of Currency, Public Liability, Contents, Work Cover and Officers/Director Liability. This information is to be forwarded to Knox City Council by the *insert Playgroup name* or *User Group Name*, attention to the Playgroup Team Leader. This information must be supplied before Term 1 commences.

Contact details for the *User Group Name* are to be supplied to Knox City Council before the start of term each year of operation. Council requires all *User Group Name* Committee details, a contact name, phone number and email address.

8. Representation at Committee meetings

A representative from *insert Playgroup name* and/or *User Group Name* is welcome to attend Playgroup committee meetings. This is a liaison position with no voting rights.

9. Grievance Procedure

Knox City Council has a Grievance Procedure for its early years services. Please contact the Playgroup Team Leader for a copy of this document.

10. Termination of Agreement

Any changes to the current agreement shall be done in consultation with Knox City Council Family and Children’s Services Department.

User Group Name can withdraw from the facility at any time by giving the *insert Playgroup name* 30 days notice in writing. Any outstanding accounts must be paid in full. Withdrawal will become effective at the end of the school term in which notice is provided.

In the event the Playgroup ceases operation; Knox City Council will consult with the *User Group Name* in regards to their use of the facility. Written notice will be provided at least 60 days in advance if Playgroup ceases operation. Knox City Council will assist, where possible, the *User Group Name* to relocate if required.

11. Emergency Management

As your part of a Council building you are required to have an Emergency Management Plan (EMP) for *User Group Name*. All groups need to know the location of the Emergency Evacuation Plan and Procedures, Whistle and Gate Key, Emergency Management Kit, Fire Blanket, Fire Extinguisher/s, Attendance Register, Illuminated Exit Signs, First Aid Kit, Emergency Evacuation Assembly areas were shown to the *User Group Name*.

Practice Evacuation Drills are completed and recorded in Practice Evacuation Drill Book each term by the *User Group Name*. To assist you with developing your EMP please contact Councils Playgroup Team Leader.

12. Legislative and Policy Compliance Information for Licensees

Action as appropriate

Currency of Agreement:

This agreement is effective from the date of signing and valid for a period of 12 months. Agreement will only be effective to *insert date*.

A new agreement will be developed and signed before *Insert date*

This document has been agreed to by both *insert Playgroup name* and *User Group Name* at the Children and Family Centre.

Name and Signature from *insert Playgroup name* President

.....

Date _____

Name and Signature from *User Group Name* President

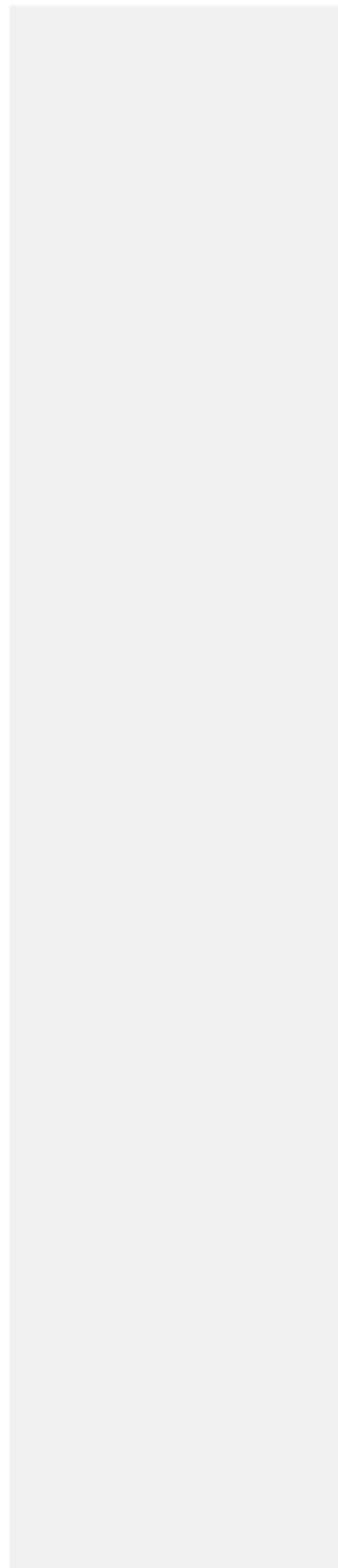
.....

Date _____

Please email early.years@knox.vic.gov.au for a copy of this agreement in a word format. Once this agreement has been signed by both parties please send a copy into Knox City Council, 511 Burwood Highway, Wantirna South, 3152, attention to

The Playgroup Team Leader or Early Years Facility & Committee Liaison Officer,
Family and Children's Services.

DRAFT



Insurance Information

Summary of Insurance for Preschool, Playgroups, Early Years Programs & Activities

Policies Arranged / Premiums Paid by Council

Fire

- (i) Buildings
- (ii) Contents (subject to Council owned property/contents)

Burglary

Multi Risk

Council's Policy does not cover the first \$5,000 of any claim which means that many claims are not covered in Council's Policy.

Individual Committees may wish to investigate the possibility of obtaining insurance cover for non-movable equipment or fittings of a centre up to the value of \$5,000. Regrettably Council does not have the resources to reimburse a Committee for costs incurred for equipment that becomes damaged or is stolen.

Details of damages to buildings (including vandalism) must be relayed to the Council Buildings Officer as soon as possible (by telephone), in order that reinstatement can be effected and a claim if applicable, can be made on Council Insurance. Damage to or loss of equipment through vandalism or burglary must also be notified to the Insurance and Risk Management Specialist at Council 9298 8380 on the appropriate form.

Equipment owned by privately run early years facilities and playgroups, which includes 3 year old groups, is not covered under Council's Contents Cover.

Policies arranged/Premiums paid by Department of Education & Early Childhood Development.

Public Liability

The Department of Education & Early Childhood Development Policy covers the 4 Year Old Early year's facility location and members of the 4 Year Old



Insurance Information

Committee (funded program) while performing their duties in relation to early year's facility activities. This policy is arranged because the Department of Education & Early Childhood Development subsidises the operation of the 4 year old groups.

In addition, small, non-passive, functions conducted for fundraising purposes, on or off the premises which are arranged and conducted by the Committee would be covered under the Department of Education & Early Childhood Development Policy.

Further information, if required, can be obtained from Victorian Managed Insurance Authority on 9911 6969 or 9911 6900.

Note: For a Playgroups to have full comprehensive insurance cover it is a requirement that all families attending be current Play group Victoria members. (Playgroup Victoria Family Membership provides parents/caregivers and children who attend playgroup on a regular basis with insurance).

Personal Accident

Members of Committees and voluntary workers who may be injured in the course of carrying out voluntary duties pertaining to the centre, are covered under the Department of Education & Early Childhood Development insurance policy. Children attending with parents **are not** covered by this insurance.

Policies that may be arranged/Premiums Paid by Committees

- Cash held on premises.
- Excursions by members of Committees and children. **Children are not covered by Council's Insurance Policy** for self inflicted injuries when at early years facility or on excursion. Therefore, it is strongly recommended that families be alerted to this and promote the idea that all families take a personal insurance cover on their children, e.g. 24-hour accident insurance.
- Council requires private Management Committees to obtain their own private contents insurance.

Excursions

Careful consideration should be given before any excursions are planned to make sure that they are of real value to the children. There is doubtful benefit in an excursion involving a long journey with a large number of children. Many local venues and services may be equally as valuable as distant ones (eg. libraries, parklands)



Insurance Information

It is necessary to bear in mind that the traffic hazards may be considerable and that there is a real risk involved when children are taken outside the centre.

Parents must be notified and their consent obtained in writing before any such excursion is undertaken. Before taking a group of children on an excursion, staff are required to conduct and document a Risk Assessment of the proposed excursion. Refer to Knox Early Years Services Procedure for Excursions/Incursions in Knox Early years facility Services in Section 7 of the this Manual.

The use of private cars on excursions is not allowed. In all cases when children are taken outside the facility, the proportion of help must be a minimum be one adult to three children.

Transport Risks associated with Excursions not using Professional Bus Companies.

Acting on professional advice, Knox Early year's facility Services advises that it is essential for early years facilities going on an excursion to hire a bus company rather than have an arrangement where private cars are used.

The Transport Accident Commission has been contacted to check the conditions of cover under their scheme. If any one is injured in a car accident and admitted to hospital all costs are covered. However, if the injuries sustained as a result of a car accident are minor, there is a user pay system in place whereby a certain amount of private medical costs have to be paid by the injured person or, if a minor, by the parent.

There are also concerns from a liability perspective in that the Early years facility Teacher / Committee and, in turn Council as the responsible authority, could well be implicated should a claim arise by giving approval for the children to be transported in private cars. This situation could arise if the Teacher and / or Committee did not check if the people transporting the children:

- have a current licence;
- have a registered vehicle; and
- are not over .05.

Another concern is that should the driver be deemed to be negligent and the child is seriously injured, the parents could also take legal action against the Teacher and the Committee, especially if there is no parental consent giving approval and indemnity to the driver and the early year's facility Committee.

The Teacher and Committee as the responsible authorities have a duty of care to ensure the children attending the early year's facility are protected and safe while under their supervision. In the current litigious climate, every care should be taken to eliminate wherever possible the potential for claims. Opting to transport the



Insurance Information

children by bus would achieve this end. Please refer to Knox Early Years Services Procedure for Excursions/Incursions in Knox Early year's facility Services located in Section 7 of the early years facility Red Manual or Excursions and routine outings - Department of Education & Early Childhood Development. (Document is attached to this annexure).

Hiring the Early years facility Centre for appropriate functions

Should the Committee hire out the early years facility for some form of function, then the hirer ***must*** arrange Public Liability coverage for that function. If the hirer is unable to arrange this cover it can be obtained for a minimal fee from Council's Insurance and Risk Specialist (9298 8380).

The fee structure is as follows:

01 - 100 Guests	\$69.00 each function (Approximate cost)
Over 101 + Guests	\$104.00 <u>minimum</u> fee. (Approximate cost)

*Note: these fees are an indication only as are subject to change on an annual basis.

NOTE: Privately run groups (i.e. Playgroups/incorporated 3 year old groups) are not covered by the Insurance arranged through the Department of Education & Early Childhood Development.

For a Playgroups to have full comprehensive insurance cover it is a requirement that all families attending be current Playgroup Victoria members. (Playgroup Victoria Family Membership provides parents/caregivers and children who attend playgroup on a regular basis with insurance).

Groups not holding separate public liability insurance are not permitted to use Council premises.

