

# AGENDA



## Meeting of the Strategic Planning Committee of Council

Under Section 89 of the Local Government Act 1989, Council may resolve that the Meeting be closed to members of the public if the Meeting is discussing any of the following issues Personnel Matters, Personal Hardship of any resident or ratepayer, Industrial Matters, Contractual Matters, Proposed Developments, Legal Advice, Matters affecting security of Council property, any other matter which the Council or Special Committee considers would prejudice the Council or any person.

To be held at the

Civic Centre

511 Burwood Highway

Wantirna South

On

Monday 12 August 2019 at 7:00 pm

**Order of Business**

- 1 Apologies And Requests For Leave Of Absence.....3
- 2 Declarations Of Conflict Of Interest.....3
- 3 Confirmation Of Minutes .....3
- 4 Considering And Ordering Upon Officers’ Reports .....4
  - 4.1 Licence Agreement for Rowville Community Kitchen.....4
  - 4.2 Early Years Advisory Committee - Appointment of Members and Revised Terms of Reference.....78
- 5 Motions For Which Notice Has Previously Been Given .....94
- 6 Supplementary Items.....94
- 7 Urgent Business .....94
  - 7.1 Urgent Business .....94
  - 7.2 Call Up Items.....94
- 8 Confidential Items.....94

Ian Bell  
Acting Chief Executive Officer

**1 Apologies and Requests for Leave of Absence**

**2 Declarations of Conflict of Interest**

**3 Confirmation of Minutes**

Confirmation of Minutes of Strategic Planning Committee Meeting on Monday 8 July 2019

## 4 Considering and Ordering Upon Officers' Reports

### 4.1 Licence Agreement for Rowville Community Kitchen

**SUMMARY:** Team Leader Indoor Leisure Centres, Daniel Petracca

**This report recommends the signing of the Licence Agreement between Knox City Council and the Rowville Community Kitchen Inc. for occupancy of the Rowville Community Centre, 40 Fulham Road, Rowville.**

#### **RECOMMENDATION**

**That Council authorise the Chief Executive Officer to sign the Licence Agreement (Attachment 1) between Knox City Council and the Rowville Community Kitchen Inc. for occupancy of the office, kitchen, pavilion and Hall 1 at the Rowville Community Centre with the Licence containing the following conditions:**

- **Annual licence fee of \$7,077.50 per annum (including GST), increasing annually by CPI.**
- **The term of the Licence will be for five years commencing 8 August 2019.**

#### **1. INTRODUCTION**

The Rowville Community Kitchen Inc. is an existing licensee of the Rowville Community Centre. The Rowville Community Kitchen commenced its occupancy at the Centre in 2015.

The Rowville Community Kitchen use the office, kitchen, pavilion and Hall 1 to work with high school students who have intellectual and learning disabilities, providing work and life skills so that they are equipped for sustainable employment. Furthermore, the group provides a weekly lunch service for the local community.

The Rowville Community Kitchen currently has a Licence Agreement with Council, which ends on 7 August 2019.

Accordingly, a new Licence Agreement has been prepared and this report is presented to Council in accordance with Council's Leasing and Licensing and Procurement Policy.

#### **2. DISCUSSION**

Council's Leasing and Licensing Policy sets out categories for classifying organisations entering into a Licence Agreement with Council.

The Rowville Community Kitchen Inc. is a not-for-profit organisation, which generates income beyond operating costs and is categorised as a Community Group B in the Leasing and Licensing Policy and, therefore, is referred to Council for consideration.

The key principles in the licence agreement are:

### Use of Premises

Use of the office, kitchen, pavilion and Hall 1 for the purposes of the Rowville Community Kitchen and any other ancillary purposes commensurate with its charter, statement of purpose and model rules.

### Length of Licence Agreement

It is proposed that the licence be for five years commencing 8 August 2019.

### Licence Fee

The Licence fee for 2018-19 was \$7,328.75 (including GST).

The proposed Licence fee for 2019-20 is \$7,077.50 (including GST). The fee is based on actual usage of the facility for programs and services.

In order to determine an appropriate fee for the Rowville Community Kitchen, Council officers have put together the below calculations as per Council's 2019-2020 Fees and Charges.

Hire Type	Day/Time	Hire Charge: (As per 2019-20 Fees and Charges)	Total Hire Charge (Based on 1 July 2019 to 30 June 2020)
Kitchen	Monday 9.00 am – 3.00 pm	\$32.00 per hour x 28.50 hours = \$912.00 per week	\$45,600.00
	Tuesday 9.00 am – 3.00 pm		
	Wednesday 9.00 am – 3.00 pm		
	Thursday 9.00 am – 3.30 pm		
	Friday 9.00 am – 1.00 pm		
Pavilion	Thursday 9.00 am – 5.00 pm	\$33.00 per hour x 16 hours = \$528.00 per week	\$26,400.00
	Friday 9.00 am – 5.00 pm		
		\$528.00 per week x 50 weeks = \$26,400.00	
Hall 1	Thursday 9.00 am – 3.30 pm	\$54.00 per hour x 6.50 hours = \$351.00 per week	\$17,550.00
		\$351.00 per week x 50 weeks = \$17,550.00	
Office	Monday 9.00 am – 5.00 pm	\$26.00 per hour x 40 hours = \$1,040.00 per week	\$52,000.00
	Tuesday 9.00 am – 5.00 pm		
	Wednesday 9.00 am – 5.00 pm		
	Thursday 9.00 am – 5.00 pm		
	Friday 9.00 am – 5.00 pm		
		\$1,040.00 per week x 50 weeks = \$52,000.00	
<b>Total</b>			<b>\$141,550.00</b> <b>5% of 141,550.00 equates to \$7,077.50 per annum</b>

Accordingly, Council officers propose a fee of 5% of the standard hire charges, which equates to \$7,077.50 from 8 August 2019 to 30 June 2020. The fee has been set to allow Council to partially recover the costs associated with annual maintenance of the office, kitchen, pavilion and Hall 1, and reflects costs associated with operating these spaces, including utilities and cleaning. The fee also recognises the ongoing contribution that the Rowville Community Kitchen makes to the health and wellbeing of Knox residents.

### **Licensee's Responsibilities**

A summary of the responsibilities for the Rowville Community Kitchen are:

- The Licensee must operate in accordance with the "Memorandum of Understanding Regarding Use of Rowville Community Centre" contained in Annexure B. The Memorandum of Understanding documents the reasonable expectations of the Rowville Community Kitchen in relation to the safe use and programming delivered at the site.
- The Licensee must operate in accordance with the "Programming Charter" contained in Annexure C. The Programming Charter nominates Council's and the Rowville Neighbourhood Learning Centre's current programming priorities at the Rowville Community Centre. It allows for flexibility of programming and ensures no duplication of programming across the Rowville Community Centre and the Rowville Neighbourhood Learning Centre.
- Key Centre stakeholders including representatives from the Rowville Community Centre, the Rowville Neighbourhood Learning Centre, the Rowville Community Kitchen and Council's Community Development Department will meet quarterly (during school holidays) to review programming priorities and any pertinent facility matters.
- As the Rowville Community Kitchen will access the Rowville Community Centre during the Centre's closure period in December/January to conduct its activities, the Licensee must operate in accordance with the "Obligations for Operation of Rowville Community Centre during December/January Closure Period" contained in Annexure D. A number of obligations regarding occupational health and safety, Centre security and conditions of use will need to be adhered to regarding operations of the Centre (including the Pavilion) in the absence of a Rowville Community Centre staff member.

### **3. CONSULTATION**

The Licence Agreement has been discussed with relevant Council officers. Representatives from the Rowville Community Kitchen and the Rowville Neighbourhood Learning Centre have also been consulted during the preparation of this agreement.

### **4. ENVIRONMENTAL / AMENITY ISSUES**

There are no environmental or amenity issues associated with this report.

## **5. FINANCIAL & ECONOMIC IMPLICATIONS**

The Licence fee of \$7,077.50 per annum (GST inclusive), increasing annually by CPI, has been determined to provide partial cost recovery to Council for annual maintenance, utilities and cleaning of the office, kitchen, pavilion and Hall 1.

This fee also recognises the ongoing contribution that the Rowville Community Kitchen makes to the health and wellbeing of Knox residents.

## **6. SOCIAL IMPLICATIONS**

The Rowville Community Kitchen serves the Knox and broader community by providing quality life changing opportunities for high school students who have intellectual and learning disabilities, to gain life skills so that they are equipped for sustainable employment. The group also provides opportunities for people to interact, health and wellbeing outcomes, and increased economic benefit for local businesses.

## **7. RELEVANCE TO KNOX COMMUNITY AND COUNCIL PLAN 2017-2021**

### **Goal 5 - We have a strong regional economy, local employment and learning opportunities**

Strategy 5.4 - Increase and strengthen local opportunities for lifelong learning, formal education pathways and skills development to improve economic capacity of the community

### **Goal 6 - We are healthy, happy and well**

Strategy 6.2 - Support the community to enable positive physical and mental health

### **Goal 7 - We are inclusive, feel a sense of belonging and value our identity**

Strategy 7.3 - Strengthen community connections

### **Goal 8 - We have confidence in decision making**

Strategy 8.1 - Build, strengthen and promote good governance practices across government and community organisations

## **8. CONFLICT OF INTEREST**

Under section 80c of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

Author - Team Leader Indoor Leisure Centres, Daniel Petracca - In providing this advice as the Author, I have no disclosable interests in this report.

Officer Responsible – Co-Manager Youth, Leisure & Cultural Services, Nicole Columbine – In providing this advice as the Officer Responsible, I have no disclosable interests in this report.

## **9. CONCLUSION**

The Licence Agreement has been prepared in accordance with Council's Leasing and Licensing and Procurement Policy, and allows Council to formalise the use of, and recover costs associated with the Rowville Community Kitchen's use of the facility. It is recommended that the five year Licence Agreement between Council and the Rowville Community Kitchen for use of the office, kitchen, pavilion and Hall 1 at the Rowville Community Centre, 40 Fulham Road, Rowville, be signed.

## **10. CONFIDENTIALITY**

There are no items of a confidential nature in this report.

**Report Prepared By:** Team Leader Indoor Leisure Centres, Daniel Petracca

**Report Authorised By:** Co-Manager Youth, Leisure & Cultural Services, Nicole Columbine

### **Attachments**

1. Attachment 1 - Rowville Community Kitchen Licence Agreement [4.1.1 - 69 pages]



# **Knox City Council**



## **Licence Agreement**

between

Knox City Council

and

Rowville Community Kitchen Incorporated

at

Rowville Community Centre  
40 Fulham Road, Rowville VIC 3178

# Table of Contents

---

<b>SCHEDULE .....</b>	<b>5</b>
<b>1. DEFINITIONS .....</b>	<b>7</b>
<b>2. LICENCE .....</b>	<b>8</b>
<b>3. PAYMENTS BY THE LICENSEE .....</b>	<b>8</b>
3.1 Payment of Licence Fee .....	8
3.2 Adjustment of Licence Fee .....	9
3.3 Rates and Taxes (if applicable) .....	9
3.4 Services .....	9
3.5 Costs and Duty .....	9
3.6 Interest on Late Payments .....	9
3.7 No Deduction or Right of Set-off .....	10
<b>4. REPAIRS, ALTERATIONS AND DAMAGE .....</b>	<b>10</b>
4.1 Repairs and Maintenance .....	10
4.2 Failure to Repair and Maintain .....	10
4.3 Entry by Council .....	10
4.4 Ownership and Removal of Assets or Additions .....	11
4.5 Alterations and Works .....	11
4.6 Notice of Damage .....	11
<b>5. INSURANCE .....</b>	<b>11</b>
5.1 Insurances to be effected by the Licensee .....	11
5.2 Production of Policies .....	11
5.3 Not Invalidate Policies .....	12
<b>6. USE OF LICENSED AREA .....</b>	<b>12</b>
6.1 Permitted Use .....	12
6.2 Licensed Area Unoccupied .....	12
6.3 No Warranty .....	12
6.4 Compliance with Laws .....	12
6.5 Nuisance .....	12
6.6 Licences and Permits .....	12
6.7 Security .....	12
6.8 Signs .....	12
6.9 Heavy Equipment and Inflammable Substances .....	13
6.10 Smoke Free .....	13
6.11 Council Policies .....	13
6.12 Environmental Management .....	13
<b>7. LICENSEE'S ENVIRONMENTAL OBLIGATIONS .....</b>	<b>13</b>
7.1 Definition In this Licence: .....	13
7.2 Comply with Environmental Protection Legislation .....	13
7.3 Not Permit Contamination .....	13
7.4 Notify of and Clean Up Contamination .....	13
7.6 Obtain Reports, Surveys or Audits .....	14
<b>8. LICENSEE'S OBLIGATIONS DURING THE LICENCE .....</b>	<b>14</b>
8.1 Council Recognition .....	14
8.2 Annual Reporting .....	14
8.3 Legislative and Policy Compliance .....	14
8.4 Naming of Buildings .....	15
8.5 Hours of Operation .....	15

<b>9.</b>	<b>COUNCIL POLICY .....</b>	<b>15</b>
<b>10.</b>	<b>CONTINUED OPERATION OF BUSINESS .....</b>	<b>15</b>
<b>11.</b>	<b>HIRING OF LICENSED AREA .....</b>	<b>15</b>
	11.1 Casual Hire of Licensed Area .....	15
	11.2 Breach.....	15
	11.3 Licensee Acknowledgement .....	16
	11.4 Hirer Compliance .....	16
<b>12.</b>	<b>SUB-LICENSING .....</b>	<b>16</b>
<b>13.</b>	<b>RELEASE AND INDEMNITY .....</b>	<b>16</b>
	13.1 Release.....	16
	13.2 Indemnity .....	16
<b>14.</b>	<b>LICENSEE'S OBLIGATIONS AT THE END OF THIS LICENCE .....</b>	<b>16</b>
	14.1 Licensee's Obligations .....	16
	14.2 Licensee's Property Left in Licensed Area.....	17
<b>15.</b>	<b>TRANSFER OF APPROVALS .....</b>	<b>17</b>
<b>16.</b>	<b>DETERMINATION OF LICENCE .....</b>	<b>17</b>
	16.1 Re-entry .....	17
	16.2 Damages following Determination .....	17
	16.3 Essential Terms .....	17
<b>17.</b>	<b>LICENSOR'S OBLIGATIONS .....</b>	<b>18</b>
<b>18.</b>	<b>GRANT OF LICENCE ONLY .....</b>	<b>18</b>
<b>19.</b>	<b>EARLY TERMINATION .....</b>	<b>18</b>
<b>20.</b>	<b>GENERAL .....</b>	<b>18</b>
	20.1 Notices .....	18
	20.2 Entire Understanding .....	19
	20.3 Waiver.....	19
	20.4 Additional Clauses .....	19
<b>21.</b>	<b>INTERPRETATION .....</b>	<b>19</b>
	21.1 Governing Law and Jurisdiction.....	19
	21.2 Persons.....	19
	21.3 Joint and Several .....	19
	21.4 Legislation.....	19
	21.5 Clauses and Headings.....	19
	21.6 Severance.....	20
	21.7 Number and Gender .....	20
	<b>EXECUTION PAGE.....</b>	<b>21</b>
	<b>ANNEXURE A: SITE PLAN .....</b>	<b>22</b>
	<b>ANNEXURE B: MEMORANDUM OF UNDERSTANDING REGARDING USE OF ROWVILLE COMMUNITY CENTRE .....</b>	<b>23</b>
	<b>ANNEXURE C: PROGRAMMING CHARTER .....</b>	<b>27</b>
	<b>ANNEXURE D: OBLIGATIONS FOR OPERATION AT ROWVILLE COMMUNITY CENTRE DURING DECEMBER/JANUARY CLOSURE PERIOD .....</b>	<b>32</b>
	<b>ANNEXURE E: ADDITIONAL CLAUSES.....</b>	<b>33</b>

**ANNEXURE F: MAINTENANCE SCHEDULE OF LICENSED AREA.....35**

**ANNEXURE G: GOOD NEIGHBOUR GUIDELINES.....41**

**ANNEXURE H: COMMUNITY SIGNAGE ON COUNCIL OPEN SPACE POLICY .....43**

**ANNEXURE I: SMOKE FREE FESTIVAL, EVENTS AND COUNCIL FACILITIES .....48**

**ANNEXURE J: LEASING AND LICENSING POLICY.....52**

**ANNEXURE K: ANNUAL REPORTING GUIDELINES .....64**

**ANNEXURE L: INTERIM GUIDELINES FOR THE CASUAL HIRE OF COMMUNITY FACILITIES .....65**

## Schedule

---

1. **Date of this Licence:** 8 August 2019.
2. **Council:** Knox City Council of 511 Burwood Highway, Wantirna South, 3152.
3. **Licensee:** Rowville Community Kitchen Incorporated  
40 Fulham Road, Rowville VIC 3178  
ABN 78 165 929 064
4. **Licensed Area:** Office, Kitchen, Pavilion and Hall 1 of the Rowville Community Centre, 40 Fulham Road, Rowville VIC 3178 as depicted in red on the 'Site Plan' contained in Annexure A.
5. **Term:** 5 years.
6. **Commencement Date:** 8 August 2019.
7. **Expiry Date:** 7 August 2024.
8. **Licence Fee during the Term:** \$7,077.50 (GST inclusive) per annum or \$142.00 per week based on 50 weeks per annum. The Licence fee is subject to Council's annual cost escalation in each year of the licence period.
9. **How the Licence Fee is to be paid:** The Licence fee is to be paid in equal monthly instalments for the licence period.
10. **Licence Fee Review** Licence fee will be increased annually on each anniversary of the Commencement Date during the Term in accordance with Council's cost escalation, adopted in its fees and charges.
11. **Permitted Use of the Licensed Area:** For the purposes of the Rowville Community Kitchen and any other ancillary purposes commensurate with its charter, statement of purpose and model rules.
12. **Hours of operation** The following hours of operation apply in regards to the licenced area:
 

**Office:**

  - Monday from 9:00am to 5:00pm;
  - Tuesday from 9:00am to 5:00pm;
  - Wednesday from 9:00am to 5:00pm;
  - Thursday from 9:00am to 5:00pm; and
  - Friday from 9:00am to 5:00pm.

**Kitchen:**

  - Monday from 9:00am to 3:00pm;
  - Tuesday from 9:00am to 3:00pm;
  - Wednesday from 9:00am to 3:00pm;
  - Thursday from 9:00am to 3:30pm; and
  - Friday from 9:00am to 1:00pm.

**Pavilion:**

- Thursday from 9:00am to 5:00pm; and
- Friday from 9:00am to 5:00pm.

**Hall 1:**

- Thursday from 9:00am to 3:30pm.

Use of the Licensed Area outside of the hours of operation must be agreed to in writing by Council and the Licensee.

**13. Special Conditions**

The Licensee must operate in accordance with the 'Memorandum of Understanding Regarding Use of Rowville Community Centre' contained in Annexure B. The Memorandum of Understanding documents the reasonable expectations of the Rowville Community Kitchen in relation to the safe use and programming delivered at the site.

The Licensee must operate in accordance with the 'Programming Charter' contained in Annexure C. The Programming Charter nominates Council's and the Rowville Neighbourhood Learning Centre's current programming priorities at the Rowville Community Centre. It allows for flexibility of programming and ensures no duplication of programming across the Rowville Community Centre and the Rowville Neighbourhood Learning Centre.

Key Centre stakeholders including representatives from the Rowville Community Centre, the Rowville Neighbourhood Learning Centre, the Rowville Community Kitchen and Council's Community Development Department will meet quarterly (during school holidays) to review programming priorities and to discuss any pertinent matters concerning the operation of the Rowville Community Centre.

As the Rowville Community Kitchen will access the Rowville Community Centre during the Centre's closure period in December/January to conduct its activities, the Licensee must operate in accordance with the 'Obligations for Operation of Rowville Community Centre during December/January Closure Period' contained in Annexure D. A number of obligations regarding Occupational Health and Safety, Centre security and conditions of use will need to be adhered to regarding operations of the Centre (including Pavilion) in the absence of a Rowville Community Centre staff member.

# Council Licence

---

**DATE** 08 / 08 / 2019

**BETWEEN**

**KNOX CITY COUNCIL**

**AND**

**ROWVILLE COMMUNITY KITCHEN INCORPORATED**

**THE PARTIES AGREE**

## **1. DEFINITIONS**

---

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

**Additional Clauses** means the clauses (if any) specified in Annexure E.

**Approvals** means any licence, permit, registration or approval associated with the Licensee's use of the Licensed Area for the Permitted Use.

**Commencement Date** means the date specified in Item 6.

**Council** means Council specified in Item 2 and includes Council's successors and assigns and where it is consistent with the context includes 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.

**Expiry Date** means the date specified in Item 7.

**Insolvency Event** means:

- (a) in the case of a natural person, if that person:
  - (i) becomes bankrupt;
  - (ii) assigns the person's estate; or
  - (iii) enters into a deed of arrangement or composition for the benefit of creditors.
  
- (b) in the case of a corporation, if that corporation:
  - (i) goes into liquidation (including provisional liquidation) other than a voluntary liquidation for the purposes of reconstruction or reorganisation;
  - (ii) is wound up or dissolved or has an application made for its winding up or dissolution;

- (iii) enters into a scheme or arrangement with or makes an assignment for the benefit of its creditors or any class or classes of them;
- (iv) is placed under official management;
- (v) has an agent in possession or a receiver and/or manager or an administrator appointed to the whole or any substantial part of its assets; or
- (vi) has an inspector or investigator appointed under the *Corporations Act 2001 (Cth)*.

**Item** means an item in the Schedule.

**Licence** means this licence and includes all annexure and schedules.

**Licence Fee** means the amount specified in Item 8 and, if applicable, as adjusted under clause 3.2 of this Licence.

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

**Licensee** means the Licensee specified in Item 3 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.

**OHS Act** means the *Occupational Health and Safety Act 2004 (Vic)*.

**OHS Law** means the OHS Act, the OHS Regulations, and any other occupational health and safety law, regulation or by-law that applies to work being carried out on the Licensed Area.

**OHS Regulations** means the *Occupational Health and Safety Regulations 2007 (Vic)*.

**Principal Contractor** means the position of principal contractor referred to in Chapter 5 of the OHS Regulations.

**Schedule** means the Schedule at the front of this Licence.

**Term** means the term specified in Item 5 and includes any extension or overholding.

## **2. LICENCE**

---

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 and any Further Term starting on the Commencement Date.

## **3. PAYMENTS BY THE LICENSEE**

---

### **3.1 Payment of Licence Fee**

The Licensee must pay the Licence Fee to Council in the manner specified in Item 9.



### 3.2 **Adjustment of Licence Fee**

Council must, on or before 2 months prior to each anniversary of the Commencement Date during the Term and any Further Term, notify the Licensee of:

- 3.2.1 the adjustment of the Licence Fee, which will be determined in accordance with Council's adopted fees and charges; and
- 3.2.2 the date from which the adjustment to the Licence Fee will be effected (**Adjustment Date**).

The Licensee must pay to Council the adjusted Licence Fee from the Adjustment Date.

### 3.3 **Rates and Taxes (if applicable)**

The Licensee must pay all rates, taxes (including land tax assessed on the basis that the Licensed Area is the only land owned by Council) and all other charges and levies separately assessed in connection with the Licensed Area (Rates and Taxes). If the Rates and Taxes are not separately assessed for the Licensed Area, the Licensee must pay or refund to Council the proportion of the Rates and Taxes that the area of the Licensed Area bears to the total lettable area assessed within 14 days of receipt of a written notice from Council.

### 3.4 **Services**

The Licensee must pay for all services in connection with the Licensed Area including electricity, gas, water, garbage collection, telephone, security and sanitary services (**Services**). Where the Licensed Area is not separately metered, the Licensee must at the discretion of Council either:

- 3.4.1 pay to Council the proportion of the charges for the Services that the area of the Licensed Area bears to the total area assessed within 14 days of receipt of a written notice from Council; or
- 3.4.2 pay for the cost of installing separate meters to assess the charges for the Services.

### 3.5 **Costs and Duty**

The Licensee must pay to Council within 7 days of demand:

- 3.5.1 Council's reasonable costs in giving any consent or approval under this Licence;
- 3.5.2 Council's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Licence by the Licensee.

### 3.6 **Interest on Late Payments**

The Licensee must pay to the Council on demand interest at the rate per annum equal to the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) on any money payable by the Licensee under this Licence and remaining unpaid for 7 days. Interest will be calculated from the date on which such payment became due.

### 3.7 **No Deduction or Right of Set-off**

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

## 4. **REPAIRS, ALTERATIONS AND DAMAGE**

---

### 4.1 **Repairs and Maintenance**

The Licensee must:

- 4.1.1 keep the Licensed Area clean, tidy and in good repair;
- 4.1.2 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;
- 4.1.3 pay the costs (if any) for the removal of waste and sewerage from the Licensed Area;
- 4.1.4 keep all waste and debris in proper receptacles and arrange for the regular removal of waste and debris from the Licensed Area;
- 4.1.5 maintain in working order all plumbing, drains, pipes and sewers exclusively servicing the Licensed Area (if any); and
- 4.1.6 carry out all repairs, maintenance and works specified as a 'Licensee Responsibility' in Council's policy 'Maintenance Schedule of Licensed Area' contained in Annexure F.

### 4.2 **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 Council, 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 Council on demand.

### 4.3 **Entry by Council**

Any authorised Council Officer or contractor may enter the facility at any reasonable time after giving the Licensee reasonable notification where practical to inspect the condition of the building, rectify any default by the Licensee under the agreement, to carry out any inspection relating to the condition of the building, undertaking repairs, maintenance, works or alterations in the building which Council decides to undertake or is required to carry out by any law or authority or in accordance with the use agreement.

Council will use all reasonable endeavours to cause as little disruption as possible to the Licensee's use of the facility in exercising this right. However notice will not be provided for cyclic and routine maintenance and inspections undertaken by Council's contractors that involve multiple buildings in the following situations:

- The carrying out of routine essential safety measures; and
- Inspection for the purpose of valuation.

Contractors will be required to provide suitable identification before entering the facility. As a result of the inspection, Council may require the Licensee to repair (make good) any damage to the premises as a result of misuse or vandalism by the group or their guests, invitees and contractors.

#### 4.4 **Ownership and Removal of Assets or Additions**

All improvements, additions, fixtures or fittings to a Council building by the Licensee will become the property of Council upon the expiry of the Licence, and must not be removed at the end of the agreement unless specified or approved by Council.

Any buildings constructed on Council land by a Licensee will become the property of Council at the expiry of the agreement. Council may also elect for the Licensee to remove the building, including all plant and equipment and to make good any damage upon expiry of the agreement.

#### 4.5 **Alterations and Works**

The Licensee must obtain the prior written consent of 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:

- 4.5.1 strictly in accordance with plans and specifications approved by the Council;
- 4.5.2 in a proper and workmanlike manner;
- 4.5.3 to Council's reasonable satisfaction and in accordance with the Council's reasonable requirements; and
- 4.5.4 in accordance with all rules and requirements of any authorities having jurisdiction over the Licensed Area.

#### 4.6 **Notice of Damage**

The Licensee must give 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.

### 5. **INSURANCE**

---

#### 5.1 **Insurances to be effected by the Licensee**

The Licensee must maintain insurance noting Council's interest as Licensor, but not as joint insured unless otherwise agreed:

- 5.1.1 public liability for the amount of \$20 million concerning one single event (or such greater sum as reasonably required by Council); and
- 5.1.2 contractor's construction risk policy in respect of the Licensee's works for their full value.

#### 5.2 **Production of Policies**

The Licensee must produce to Council copies of the certificate of currency:

- 5.2.1 before the Commencement Date; and

5.2.2 on or before each anniversary of the Commencement Date throughout the Term and any Further Term of this Licence Agreement.

### 5.3 **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.

## 6. **USE OF LICENSED AREA**

---

### 6.1 **Permitted Use**

The Licensee must use the Licensed Area for the use specified in Item 11 and must not use the Licensed Area for any other purpose.

### 6.2 **Licensed Area Unoccupied**

The Licensee must not leave the Licensed Area unoccupied for a period exceeding 30 consecutive days except where the Licensed Area is vacant land.

### 6.3 **No Warranty**

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

### 6.4 **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.

### 6.5 **Nuisance**

The Licensee must not do anything in connection with the Licensed Area which may cause a nuisance or interfere with any other person. The Licensee must comply with Council's policy 'Good Neighbour Guidelines' contained in Annexure G.

### 6.6 **Licences and Permits**

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

### 6.7 **Security**

The Licensee must keep the Licensed Area secure at all times when the Licensed Area is not being used by the Licensee.

### 6.8 **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. Any signage must comply with Council's policy 'Community Signage on Council Open Space Policy' contained in Annexure H.

## 6.9 **Heavy Equipment and Inflammable Substances**

The Licensee must obtain 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.

## 6.10 **Smoke Free**

The Licensee must not permit any person to smoke in the Licensed Area in accordance with Council's policy 'Smoke Free Festival, Events and Council Facilities' contained in Annexure I.

## 6.11 **Council Policies**

The Licensee must comply with Council's policy 'Leasing and Licensing Policy' contained in Annexure J and any other Council policies which may apply.

## 6.12 **Environmental Management**

The Licensee must provide at the request of Council information held by the Licensee relating to the environmental management of the Licensed Area including electricity, gas and water use, recycling and disposal of paper and waste, and the materials used in the fit out of the Licensed Area.

## **7. LICENSEE'S ENVIRONMENTAL OBLIGATIONS**

---

### 7.1 **Definition**

In this Licence:

7.1.1 **Contamination** includes any solid, liquid, gas, radiation or substance which makes or may make the condition of the Licensed Area or groundwater beneath or part of the surrounding environment; and

7.1.2 **Environmental Protection Legislation** means any statute, regulation, code, proclamation, ministerial directive, ordinance, by law, planning policy or subordinate legislation, past, present or future, relating to pollutants and contaminants, use of land, human health and safety or protection of the environment.

### 7.2 **Comply with Environmental Protection Legislation**

The Licensee must, in its use of the Licensed Area, comply with all Environmental Protection Legislation and any permit, approval, authority or licence issued pursuant to any Environmental Protection Legislation.

### 7.3 **Not Permit Contamination**

The Licensee must not spill or deposit, or carry out any activities on the Licensed Area which may cause any Contamination, or permit any Contamination to escape in any other way into or on the Licensed Area, drainage or surrounding environment.

### 7.4 **Notify of and Clean Up Contamination**

If any Contamination is found in or near the Licensed Area, or the existing Contamination is exacerbated during the Term, the Licensee must:

- 7.4.1 immediately notify Council, the Environment Protection Authority and any other appropriate Authority;
- 7.4.2 clean up the Contamination and do everything necessary to minimise harm; and
- 7.4.3 promptly comply with any notice, order, direction or requirement of Council and of any authority in relation to any such Contamination.

## 7.5 **Indemnify Council**

In addition to any other indemnity in this Licence, the Licensee indemnifies Council against all claims for damages, loss, injury or death caused by or arising out of or otherwise in respect of any Contamination being spilled, deposited or otherwise escaping into or on the Licensed Area or a breach of this clause by the Licensee.

## 7.6 **Obtain Reports, Surveys or Audits**

The Licensee must immediately obtain any reports, surveys or audits which Council may reasonably require to enable Council to determine whether a breach of the terms of this clause has occurred. The Licensee will also pay Council on demand the reasonable costs of any such report, survey or audit which Council may obtain.

## **8. LICENSEE'S OBLIGATIONS DURING THE LICENCE**

---

### 8.1 **Council Recognition**

Council will be recognised by the Licensee for building, major maintenance and insurance contributions made to the extent which it is consistent with the use of the Licensed Area. Recognition may include signage and in other publications of the community group.

### 8.2 **Annual Reporting**

The Licensee must comply with Council's 'Annual Reporting Guidelines' contained in Annexure K and must provide to the Council within 4 weeks of the Licensee's Annual General Meeting, a report containing such information as the Council may require, including:

- 8.2.1 the activities undertaken by the Licensee;
- 8.2.2 the level and degree of public access to the Licensed Area;
- 8.2.3 details of any maintenance undertaken by the Licensee to the Licensed Area;
- 8.2.4 a copy of the Licensee's most recent annual report and financial statements; and
- 8.2.5 a list of office bearers including President, Secretary and Treasurer.

### 8.3 **Legislative and Policy Compliance**

- 8.3.1 The Licensee will be required to comply with all relevant policies, plans or strategies adopted by Council; and
- 8.3.2 The Licensee will comply with all legislative provisions relating to operations of the group and facility.

#### 8.4 **Naming of Buildings**

The Licensee must not name or rename Council buildings without obtaining authority of Council.

#### 8.5 **Hours of Operation**

The Licensee is entitled to operate and use the Licensed Area in accordance with the hours of operation as specified in Item 12.

### 9. **COUNCIL POLICY**

---

The parties agree that Council has the right to require the Licensee to comply with existing or new policies issued or amended by Council from time to time and notified in writing to the Licensee.

### 10. **CONTINUED OPERATION OF BUSINESS**

---

The Licensee must:

- 10.1 continue to operate the Licensee's business at the Licensed Area during the whole Term;
- 10.2 at all times (excluding public holidays and any other days agreed with Council) keep the Licensed Area open for business, to the standards required under this Licence;
- 10.3 manage and conduct the business operating from the Licensed Area in an efficient and business-like manner; and
- 10.4 not do anything which would result in the Approvals being removed, cancelled, suspended or revoked or in any material way depart from the ordinary course of day-to-day operation of the business,

until the end of the Licence.

### 11. **HIRING OF LICENSED AREA**

---

#### 11.1 **Casual Hire of Licensed Area**

The Licensee may make the Licensed Area available for casual hire to third persons, where this does not interfere with the primary purpose of the Licensed Area or adversely affect the amenity of nearby neighbours, provided that prior to occupying the Licensed Area the hirer:

- 11.1.1 enters into a hiring agreement with the Licensee, which must be in a form previously agreed between the Licensee and Council; and
- 11.1.2 provides evidence to the Licensee of its public risk insurance in a form satisfactory to Council (however this requirement does not apply where the Licensee's public risk insurance extends to include the hirer).

#### 11.2 **Breach**

A breach of the hire agreement by the Licensee or the hirer will be deemed a breach of this Licence by the Licensee.

**11.3 Licensee Acknowledgement**

The Licensee acknowledges that:

- 11.3.1 if the Licensee hires out the Licensed Area, the Licensee remains responsible for complying with all obligations under this Licence, and in particular, is responsible for any damage caused to the Licensed Area by any hirer or any other person in the Licensed Area with the consent of the Licensee; and
- 11.3.2 Council may, acting reasonably, require the Licensee not to hire out the Licensed Area to specific organisations or individuals as nominated by Council, in which case the Licensee must not hire (or must immediately cease hiring) the Licensed Area to those organisations or individuals.

**11.4 Hirer Compliance**

In hiring out the Licensed Area, the Licensee must comply with Council's 'Interim Guidelines for the Casual Hire of Community Facilities' contained in Annexure L.

**12. SUB-LICENSING**

---

The Licensee must not sub-licence the Licensed Area to a new licensee without obtaining the prior written consent of Council, which may be withheld in its absolute discretion.

**13. RELEASE AND INDEMNITY**

---

**13.1 Release**

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

**13.2 Indemnity**

The Licensee must indemnify and hold harmless 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 Council is negligent.

**14. LICENSEE'S OBLIGATIONS AT THE END OF THIS LICENCE**

---

**14.1 Licensee's Obligations**

At the end of this Licence, the Licensee must:

- 14.1.1 vacate the Licensed Area and give it back to Council in a condition consistent with the Licensee having complied with its obligations under this Licence;
- 14.1.2 remove the Licensee's chattels and if required by Council, remove all of the Licensee's fixtures and make good any damage caused by their removal; and
- 14.1.3 give to Council all keys and other security devices for the purposes of obtaining access to the Licensed Area.



## 14.2 Licensee's Property Left in Licensed Area

Anything left in the Licensed Area at the end of this Licence will become the property of Council and may be removed by 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.

## 15. TRANSFER OF APPROVALS

---

15.1 At the end of the Licence, the Licensee must, at no cost to Council:

15.1.1 transfer to Council or a third party nominated by Council, any Approvals (whether under the *Education and Care Services National Law Act 2010* (Vic), the *Education and Care Services Regulations* or any other relevant legislation or regulation);

15.1.2 do all things necessary including delivering to Council without delay:

- (a) any documents or instruments as may properly be required; and
- (b) any consents required;

to allow Council or a third party nominated by Council to obtain a transfer of any Approvals.

15.2 Without limiting any other provision in this Licence, the Licensee must not vacate the Licensed Area or cease to operate its business from the Licensed Area unless and until clause 15.1 has been complied with to the satisfaction of Council.

## 16. DETERMINATION OF LICENCE

---

### 16.1 Re-entry

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

16.1.1 any part of the Licence Fee is in arrears for 14 days (whether or not Council has demanded payment);

16.1.2 the Licensee breaches this Licence and does not remedy the breach within 14 days of receipt of written notice from Council; or

16.1.3 an Insolvency Event occurs in relation to the Licensee.

### 16.2 Damages following Determination

If this Licence is determined by Council, the Licensee agrees to compensate Council for any loss or damage 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.

### 16.3 Essential Terms

The essential terms of this Licence are clauses 3.1, 3.3, 3.4, 3.5, 4.1, 4.2, 5.1, 6.1, 6.4, 6.5, 6.6, 7, 8, 9, 10, 11, 12, 14, 15 and any Additional Clauses in Annexure B. The breach of an essential term is a repudiation of this Licence.

**17. LICENSOR'S OBLIGATIONS**

---

Council must:

- 17.1 carry out all repairs, maintenance and works specified as 'Council Responsibility' contained in Annexure F; and
- 17.2 insure the Licensed Area against damage and destruction in accordance with Council's usual insurance policy.

**18. GRANT OF LICENCE ONLY**

---

The Licensee agrees with Council that:

- 18.1 the Licensee is not entitled to exclusive occupation of the Licensed Area;
- 18.2 Council may use, or permit other parties to use, the Licensed Area;
- 18.3 Council will have access to the facility in the event of an emergency and to undertake any maintenance and preparedness associated with its emergency management planning obligations;
- 18.4 this Licence does not create any estate or interest in the Licensed Area, other than a contractual right;
- 18.5 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
- 18.6 in the event that a court or tribunal determines that this Licence is a lease at law, Council may, at its option, terminate this Licence by written notice to the Licensee.

**19. EARLY TERMINATION**

---

- 19.1 Despite any other provision in this Licence, the Licensee grants Council the right to require the Licensee to surrender this Licence and the Licensed Area by giving at least 6 months' notice in writing to the Licensee.
- 19.2 Despite any other provision in this Licence, the Council grants the Licensee the right to surrender this Licence and the Licensed Area by giving at least 6 months' notice in writing to the Council.
- 19.3 The parties agree that this Licence will end on the date specified in Council's notice given under clause 19.1, which must be at least 6 months after the date on which that notice was given to the Licensee.
- 19.4 The Licensee acknowledges that if Council exercises its right under this clause 19.1, the Licensee shall not be entitled to receive any compensation from Council.

**20. GENERAL**

---

**20.1 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:

20.1.1 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

20.1.2 Council at its address set out in this Licence or any other address notified in writing to the Licensee by Council.

## 20.2 **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.

## 20.3 **Waiver**

If 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 Council's rights under this Licence, it will not be a waiver of the breach of this Licence by the Licensee or of Council's rights under this Licence.

## 20.4 **Additional Clauses**

This Licence is subject to the 'Additional Clauses' contained in Annexure E. The Additional Clauses override any inconsistent provisions in this Licence.

## 21. **INTERPRETATION**

---

### 21.1 **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.

### 21.2 **Persons**

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

### 21.3 **Joint and Several**

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

### 21.4 **Legislation**

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

### 21.5 **Clauses and Headings**

In this Licence:

21.5.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Licence; and

21.5.2 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Licence.

21.6 **Severance**

In this Licence:

21.6.1 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

21.6.2 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.

21.7 **Number and Gender**

In this Licence, a reference to:

21.7.1 the singular includes the plural and vice versa; and

21.7.2 a gender includes the other genders.

# Execution Page

---

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

**THE COMMON SEAL** of **KNOX CITY** )  
**COUNCIL** was hereunto affixed on )  
the ..... day of ..... 201 )  
in the presence of: )

..... Chief Executive Officer

..... Full name

..... Authorised Officer

..... Full name

**THE COMMON SEAL** of ..... )  
..... )  
was affixed on by authority of its Board in )  
the presence of: )

..... Committee Member (signature)

..... Print Full name

..... Position

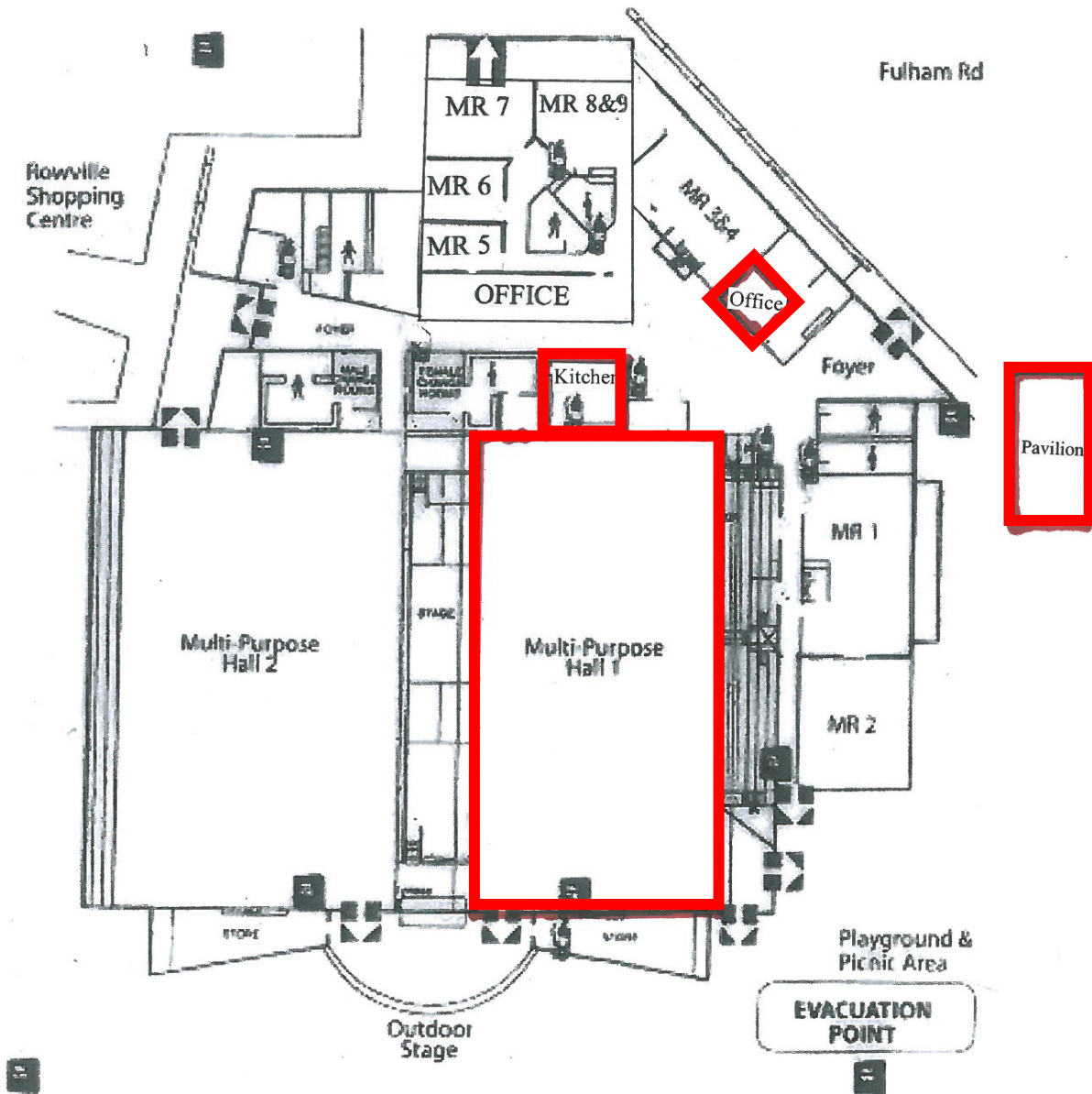
..... Committee Member (signature)

..... Print Full name

..... Position

# Annexure A: Site Plan

Site Plan – Licensed Area (map of area outlined in red for Licensed Area).



## **Annexure B: Memorandum of Understanding Regarding Use of Rowville Community Centre**

---

### **Scope:**

This Memorandum of Understanding (MOU) applies to the shared use of Council infrastructure and programming at the Rowville Community Centre, 40 Fulham Road, Rowville.

The MOU documents the reasonable expectations of the Rowville Community Kitchen in relation to the safe use and programming delivered at the site.

This document is intended to complement the Licensee obligations documented in the Licence Agreement between Knox City Council and the Rowville Community Kitchen.

### **Commencement and Duration:**

This MOU will commence on the date that it has been signed by a representative of the Rowville Community Kitchen, and when it has been countersigned by a representative of Knox City Council.

It will apply for the period of hire of the Rowville Community Centre.

The MOU is understood to be a working document that will be reviewed in consultation with Knox City Council and the Rowville Neighbourhood Learning Centre on an annual basis (in January) in order to address any emerging issues or changing circumstances that may arise.

### **Statement of Principles:**

- All parties acknowledge that the Rowville Community Centre is a community asset and that hire of the site is undertaken in the interests of sound stewardship and maintenance of the asset.
- All parties acknowledge each other's different objectives and interests in relation to their designated area/s of use.

### **Specific Undertakings to Ensure the Safe and Productive Use of the Rowville Community Centre:**

#### ***Rowville Community Kitchen undertakes to:***

- Operate in accordance with the Licensee obligations documented in the Licence Agreement between Knox City Council and the Rowville Community Kitchen.
- Use the Rowville Community Centre for purposes identified in the Rowville Community Kitchen's Licence Agreement. The Rowville Community Kitchen must provide in writing to Knox City Council, any requests to alter its programming which are in addition to programming originally specified in the Rowville Community Kitchen's Licence Agreement.
- Operate in accordance with the Centre's Programming Charter – please refer to Annexure C – Programming Charter. The Rowville Community Centre and the Rowville Neighbourhood Learning Centre operate under a Programming Charter which nominates both parties programming priorities. It allows for flexibility of programming across the Rowville Community Centre and the Rowville Neighbourhood Learning Centre.
- The Rowville Community Kitchen will meet quarterly (during school holidays) with representatives from the Rowville Community Centre, the Rowville Neighbourhood Learning

Centre and Council's Community Development Department to review programming priorities, ensuring an appropriate mix of activities, courses and programs are available for residents, and to discuss any pertinent matters concerning the operation of the Rowville Community Centre.

- Appoint a representative for the Rowville Community Kitchen to represent the interests of the organisation in discussions with other parties of the MOU.
- Ensure that Rowville Community Kitchen staff operates in accordance with Knox City Council values and behaviours whilst operating at the Rowville Community Centre.
- Ensure all communication (verbal, written etc.) is directed by the Rowville Community Kitchen representative to a representative of Knox City Council.
- Work with other kitchen users where practical including the Rowville Neighbourhood Learning Centre, Rowville Senior Citizens and Knox Chinese Elderly Citizen's Club to support their kitchen requirements.
- Provide in writing to Knox City Council, all requests for any improvements or additions such as shelves, cabinets, fridges, freezers, coffee machines, food preparation/disposal equipment etc. to any area within the Rowville Community Centre.
- Ensure the supervision of all Rowville Community Kitchen staff and its patrons whilst operating at the Rowville Community Centre.
- Take responsibility for the cleaning of shared areas including the Kitchen, Hall 1, Pavilion and Office following the conclusion of hire to enable use by other Centre users.
- Ensure all equipment/belongings owned by the Rowville Community Kitchen which are stored at the Rowville Community Centre have been approved by Centre Management. Additionally, all equipment/belongings must be stored and maintained in accordance with Knox City Council procedures.

***Knox City Council undertakes to:***

- Facilitate the annual review (in January) of the MOU in collaboration with relevant parties.
- Meet quarterly (during school holidays) with representatives from the Rowville Community Kitchen, the Rowville Neighbourhood Learning Centre and Council's Community Development Department to review programming priorities, ensuring an appropriate mix of activities, courses and programs are available for residents, and to discuss any pertinent matters concerning the operation of the Rowville Community Centre.
- Provide reasonable notice to the Rowville Community Kitchen regarding any building maintenance and/or repairs.
- Liaise with the Rowville Community Kitchen representative in regards to completion of relevant hire documentation and correspondence.
- Provide relevant advice/documentation etc. to facilitate the shared use of the Rowville Community Centre.
- Provide a designated Knox City Council representative for contact.



**Code of Conduct:**

All parties, including committee members and staff, agree to abide by, and demonstrate behaviour that is consistent with:

- The Disability Discrimination Act;
- The Equal Opportunity Act;
- The Privacy Act; and
- Council's Values.

Knox City Council's expectations of ethical behaviour have five underpinning principles which include:

**Service Excellence** – aiming to achieve the highest standards in everything we do; provision of appropriate information about services available to support members of the local community; provision of a program that promotes access and equity and is inclusive of all abilities for both children and adults.

**Teamwork** – working together with staff, volunteers and the local community in the spirit of fostering a safe and welcoming community space; being supportive and respectful of all knowledge, skills and ideas.

**Innovation** – being open to new ideas and opportunities, and seeking better ways of doing things; exploring partnership opportunities that may benefit and support local community.

**Integrity** – being honest in all dealings in order to create trust and respect; taking responsibility for what we do and how we act; supporting and acknowledging the role that the various programs operating out of the facility provide; and being open and inclusive.

**Enjoying Work** – displaying a positive attitude, bringing a sense of enthusiasm to the role that we play; and taking pleasure in being involved.

**Dispute Resolution:**

Where a dispute or issue arises, an agreed or suitably qualified person or service will be engaged to undertake a conflict resolution process. In the event of grievances relating to the operation of the Rowville Community Centre, the designated representatives for the Rowville Community Kitchen and Knox City Council will attempt to resolve issues in the first instance.

Any dispute or issue that arises between the parties is to be documented in writing and a response provided as to the proposed actions within 5 days. The designated representatives will each use their best endeavours to resolve the dispute between themselves at an operational level.

If a dispute is not resolved after being formally discussed by the parties, the designated representatives agree to refer the dispute in writing to the Leisure Services Coordinator. The Leisure Services Coordinator will consult with both parties regarding the context of the dispute and provide support for resolution via mutual collaboration and conciliation.

**Variation to Agreement:**

Any variation to this agreement will be in writing.

**Acceptance of Agreement:**

As an endorsed representative on behalf of the partner organisation that I represent, I agree to comply with all the conditions stated above:

**Knox City Council**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Rowville Community Kitchen**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## Annexure C: Programming Charter

---

### Purpose of Charter:

- To allow for flexibility of programming and ensure no duplication of programming across Rowville Community Centre (RCC) and Rowville Neighbourhood Learning Centre (RNLC).
- The Charter has been designed to ensure that programming across RCC and RNLC meets the needs of the community.
- The framework only concerns programming crossovers (overlap of activities). It doesn't impact programming within each organisation's charter.
- 10 weeks – catch up meeting between RCC and RNLC to review programming plan for next term. Progress of any crossover programs to also be discussed at this meeting.
- Flexibility for programming crossovers outside of 10 week programming plan meeting.
- If a crossover program fails it returns to the charter.

### Crossover Example:

- RNLC are seeking to run a belly dancing class for term 1, 2010.
- As per the programming charter, belly dancing is classed as 'active recreation'.
- The belly dancing class should be listed in RNLC's programming plan, which flags its intention to run the class.
- If the belly dancing class is not listed within RCC's programming plan, RNLC can proceed with its endeavours to run the class.
- At this time RNLC should (in good faith) provide details of the class to RCC such as the day and time of the class, cost of the class and number of participants etc.
- Following this, RNLC has 2 terms to commence the class.
- After 2 terms if RNLC is unable to commence the class (and it would like to continue with its aspirations to run the class) it can renegotiate (via evidence based negotiation) or prior if an alternative programming arrangement can be met between both parties.

### List of Authorised Staff:

RCC	RNLC
<ul style="list-style-type: none"> <li>• Centre Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Manager</li> </ul>

### Dispute Resolution:

- A dispute concerning crossovers will be referred to an independent mediator/third party.
- Problems arise with crossovers only, not with programs within an organisation's charter.

## **Programming Charter Definitions:**

### **RCC:**

- **Childcare and Structures/Unstructured Pre School Activity Group Programs (including playgroups and mothers groups)**

Programs that incorporate children's developmental learning that are specific to preschool children from 0 – 5 years of age.

*Developmental, learning, age specific, term run, sessional, 5/15, license.*

- **Active Recreation**

Activities and programs that encapsulate elements of physical activity for all ages and abilities.

*Physical, fitness, health, all ages, group, movement, non-competitive, individual.*

- **Youth Programs (YLC)**

Programs that incorporate children's development that is specific to post primary children from 10 – 17 years of age. Activities can be either structured or ad-hoc in nature. Activities will usually be programmed in conjunction with Knox City Council's Youth Services Department.

- **Sports Programs**

Activities and games that involve elements of competitive/social interaction, which use a variety of skills in either a structured or non-structured environment for all ages and abilities.

*All ages, social, competitive, games, structured, non-structured, clinics, skills.*

- **Older Adults – Active Recreation**

Activities and programs that encapsulate elements of structured/unstructured, passive and (active) physical activity for adults aged from 45 years of age.

*Physical, fitness, health, all ages, group, movement, competitive / non-competitive, social.*

- **Disability Programming**

Programs where the target audience are individuals of all ages who have a disability, either physical or mental impairment, which substantially limits a major life activity. Programs can be of a passive or active in nature and are presented or provided in such a way that all individuals can participate safely, and with dignity, with or without the use of auxiliary aid(s).

*Physical, fitness, health, all ages, group, movement, developmental, learning, socialisation, inclusive.*

- **Primary/Secondary Aged Education**

Structured tuition aimed at improving self-potential specific to primary and post primary children from 5 – 17 years of age. Education will centre on the acquisition of knowledge through formal and informal methods of learning.

- **Community Well Being**

The provision of services and events/activities that extend on the centres commitment to community health, happiness and opportunity through healthy living, strong family and community, education and lifelong learning, leisure and cultural choices.

- **Special Interest Groups**

The provision of services and amenities that cater for specific interest groups such as religious or ethnic based groups or those meeting for a particular purpose. This includes groups such as weight watchers and alcoholics anonymous etc.

- **Multi-Cultural Groups**

A gathering of people where the majority are from a non-Australian background.

- **Facility Hire (incorporating function hire)**

Accessibility to a variety of dedicated indoor floor and outdoor spaces on a regular or casual/ad-hoc basis for both business and community groups.

**RNLC:**

- **Primary Aged Vacation Care Program (5-13 years)**

An accredited childcare and activity program governed by state and territory regulations targeting primary school aged children and conducted during Victorian school holiday periods. Offers supervised, secure and enjoyable activities that are developed and implemented in a child friendly environment, ensuring that children's social, emotional, intellectual, lingual, physical and creative needs are being meet.

- **Dance Classes (0 – 17 years)**

Dance classes for children and youth not taught under the banner of a Dance School, although the teacher may be from such schools. Courses offer opportunities for participants to explore a diverse range of dance genres which promote fitness, flexibility, self-confidence and teamwork.

- **Music Classes (7 years to Adults)**

Amateur and recreational music classes for all ages taught in both semi-private and large group lessons comprising of formal instruction in playing a musical instrument or singing.

- **Adult Education**

Educational programs for adults that incorporate elements of learning and training for professional or personal development. Programs can be provided one to one or in group sessions.

Learn Local courses for adults promote life- long learning and ongoing skills building through pre-accredited course delivery. These include computer classes from beginners to advanced levels and for specific vocations such as bookkeeping, online business and updating to the latest software for office administration. Pathway courses provide skills building and knowledge to move into small business management, leadership, retail, hospitality and general preparation for employment.

RNLC's general program includes information workshops, Accredited Training courses and cooking classes (cooking is offered for all ages). Special interest workshops may cover diverse topics such as autism, paediatric first aid, mental health, nutrition and more. Language classes offered are Italian, Spanish and Mandarin (for all age groups). There are creative classes that develop a variety of art, craft and fine motor skills.

- **Nationally Accredited Training**

Accredited training by external Registered Training Organisations to deliver a number of requested courses such as RSA, Hospitality Training, First Aid, CPR and Certificate III in Education Support (formerly Teacher's Aid) etc.

- **Arts and Crafts**

Activities and hobbies for all ages that are related to making things with your hands and developing skills that explore creative designs, producing pieces and developing new skills.

- **Disability Programming**

Programs where the target audience are individuals of all ages who have a disability, either physical or mental impairment, which substantially limits a major life activity. Programs can be

of a passive or active in nature and are presented or provided in such a way that all individuals can participate safely, and with dignity, with or without the use of auxiliary aid(s).

- **Community Well Being**

Programs that provide for *optimal quality of life to promote the development of healthy behaviours and engagement with other members of the local community*

- **Special Interest Groups**

These include the provision of services and amenities that cater for specific interest groups such as religious or ethnic based groups or those meeting for a particular purpose. This includes social groups such as coffee and chat, movie club and knitting.

- **Peer Support Programs**

A group designed to provide support and guidance to people with similar life experiences whose personal and interpersonal problems may be affecting their lives. Groups are lead by a person who can relate to participants through sharing of a similar life experience and/or whom has often had training on the subject and can offer the direction and encouragement often needed to seek out professional support.

- **Room Hire**

The hiring of licensed area to community organisations or individuals on a regular or casual/adhoc basis (excluding parties).

- **Mother's Groups**

A support group for mothers of pre-primary school aged children of whom the majority have a like interest or need (such as young mums, new mums, post-natal depression etc.). Groups are facilitated by a skilled individual who has the knowledge to support those within the group in their time of need and can refer them to individual professional help if needed.

- **Multi-Cultural Groups**

A gathering of people where the majority are from a non-Australian background.

- **Services**

RNLC is part of a local network of community service providers that work in partnership on joint projects and initiatives in the Knox area. They deliver similar programs based on identified needs, providing support and education to members of their communities. As a Neighbourhood House and learning Centre, RNLC provides opportunities for Volunteers to participate and develop skills. RNLC advocates for groups and individuals seeking support, providing information and referral to suitable services. RNLC offers a diverse, affordable range of activities and courses to engage educate and explore recreational pursuits for varying interests and ages.

## **Annexure D: Obligations for Operation at Rowville Community Centre during December/January Closure Period**

As per the arrangement implemented for December 2015/January 2016 closure period, and until further notice, the Rowville Community Kitchen will access the Rowville Community Centre during the Centre's closure period in December/January to conduct its activities. A number of obligations regarding Occupational Health and Safety, Centre security and conditions of use will need to be adhered to regarding operations of the Centre (including Pavilion) in the absence of a Rowville Community Centre staff member.

Below is a summary of obligations that will need to be adhered to by the Rowville Community Kitchen and its staff while operating within the Centre in the absence of Rowville Community Centre staff:

- Sign out keys C18, A26.1, A26.4 and GAP1 in the Centre's key register. Keys must be returned to the Centre following the return of Centre staff.
- Rowville Community Kitchen can only access the specific areas of the Centre including the Pavilion, Kitchen, Hall 1 and Office in accordance with the purpose, days and times identified in its Licence Agreement;
- No Thursday meal service or public access is permitted in the Rowville Community Centre in the absence of Centre staff.
- Comply with the terms of the Licence Agreement and its obligations;
- Comply with Knox City Council's Conditions of Hire;
- Rowville Community Kitchen staff are appropriately Centre inducted. Induction must be coordinated with a Rowville Community Centre staff member;
- Rowville Community Kitchen accepts responsibility for the health and safety of its staff during the course of facilitating its activities at the Rowville Community Centre in the absence of Centre staff. The Rowville Community Kitchen undertakes to abide by emergency procedures in the event of an emergency – please refer to enclosed copy of Rowville Community Centre's Emergency Procedures.
- In the event of an emergency please contact (1) Daniel Petracca, Team Leader Indoor Leisure Centre's on 0403 603 357 or (2) Trish Massie, Administration Officer on 0417 122 151 or (3) Knox City Council After Hours on 9298 8000; and
- As the Rowville Community Kitchen will be the custodian of the Rowville Community Centre in the absence of Centre staff, it will undertake to report any damage caused to the Centre during the course of its activities to the above contacts. Nevertheless, if the damage is of a minor nature and not deemed hazardous to any person, please report it to Centre staff following their return to work.

Can you please confirm your understanding of the Rowville Community Kitchen's obligations for occupancy at the Rowville Community Centre during Centre closure by signing the below acknowledgement.

I, \_\_\_\_\_

Acknowledge and accept the obligations borne by the Rowville Community Kitchen in relation to accessing the Rowville Community Centre during the centre's closure period to coordinate activities of the Rowville Community Kitchen.

Date: \_\_\_\_\_



## Annexure E: Additional Clauses

---

### 1. WORKING WITH CHILDREN CHECKS

---

- 1.1. This Additional Clause applies if the Licensee's activities at the Licensed Area, or the activities of any person to whom the Licensee hires out the Licensed Area, involve persons engaged in 'child related work' within the meaning of the Working with Children Act 2005 (Vic) (**WWCA**).
- 1.2. Without limiting the Licensee's obligations concerning compliance with all laws and requirements of any authority in connection with the Licensed Area and the Licensee's use and occupation of the Licensed Area, the Licensee must:
  - 1.2.1. ensure that all employees and volunteers of the Licensee and any hirer who are required to apply for a Working with Children Check (**WWC**) under the WWCA have done so, before working with children at the Licensed Area;
  - 1.2.2. provide a copy of the WWC card of each of the Licensee's and any hirer's employees and volunteers working at the Licensed Area to the Council, on demand;
  - 1.2.3. ensure that any employee or volunteer of the Licensee and any hirer that is given a negative notice (within the meaning given to that term in the WWCA) does not work with children at the Licensed Area; and
  - 1.2.4. subject to Additional Clause 1.3, ensure that the information in any WWC of the Licensee's and any hirer's employees and volunteers which is provided to the Council, is kept confidential.
- 1.3. The Licensee agrees that the Council may disclose the information in any WWC of the Licensee's and any hirer's employees and volunteers for the purpose of administering or enforcing this Licence or if required by law.
- 1.4. Without limiting clause 11, the Licensee must not hire out the Licensed Area to a hirer whose activities involve persons engaged in 'child related work' unless the Licensee procures the hirer to enter into a hire agreement under which the hirer acknowledges the requirements of this Additional Clause 1 and agrees to be bound by those requirements as if it were the Licensee.
- 1.5. This Additional Clause is an essential term of this Licence.

### 2. CHILD SAFE STANDARDS

---

- 2.1. This Additional Clause applies if the Licensee, or any person to whom the Licensee hires out the Licensed Area, is:
  - 2.1.1. an applicable entity within the meaning of the *Child Wellbeing and Safety Act 2005* (Vic); and
  - 2.1.2. not otherwise exempt from the requirements of that Act.
- 2.2. The Licensee acknowledges that the **Child Protection Toolkit** can be found at the website <https://www.communitydirectors.com.au/childsafetytoolkit>

(as amended from time to time) and, it is the Licensee's obligation to access and meet their associated obligations.

- 2.3. The Licensee must comply with the Child Safe Standards published pursuant to the *Child Wellbeing and Safety Act 2005 (Vic)* (as amended from time to time), and ensure that any hirer complies with those standards.
- 2.4. The Licensee acknowledges that the Child Safe Standards can be found at the website <http://www.education.vic.gov.au/about/programs/health/protect/Pages/default.aspx> (as amended from time to time) and, it is the Licensee's obligation to access and meet their associated obligations.
- 2.5. Commencing no later than 6 months after the Commencement Date until the end of the Term, the Licensee must, using the Child Protection Toolkit:
  - 2.5.1. implement a child-safe policy or statement of commitment to child safety;
  - 2.5.2. put in place a code of conduct that establishes clear expectations for appropriate behaviour with children;
  - 2.5.3. codify mandatory and voluntary processes for responding to and reporting suspected child abuse; and
  - 2.5.4. implement such other policies and practices as are relevant and appropriate.
- 2.6. Without limiting clause 11, the Licensee must not hire out the Licensed Area to a person to whom Additional Clause 2.1 applies unless:
  - 2.6.1. the Licensee has fulfilled all of the requirements referred to in Additional Clauses 2.5.1 to 2.5.4 to the Council's satisfaction; and
  - 2.6.2. the Licensee procures the hirer to enter into a hire agreement under which the hirer acknowledges the requirements of this Additional Clause 2 and agrees to be bound by those requirements as if it were the Licensee.
- 2.7. This Additional Clause is an essential term of this Licence.

## Annexure F: Maintenance Schedule of Licensed Area

ITEM	COUNCIL RESPONSIBILITY	LICENSEE RESPONSIBILITY
Building Structure	<ul style="list-style-type: none"> <li>Replacement and repair of load bearing structural members.</li> <li>Replacement of internal/ external lining and cladding.</li> </ul>	<ul style="list-style-type: none"> <li>Repairs to linings (internal/ external) damaged by Licensee.</li> </ul>
Car Parks	<ul style="list-style-type: none"> <li>Maintenance of adjacent car parks.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>
Ceiling Finishes	<ul style="list-style-type: none"> <li>Major repair and/or replacement due to structural faults, age, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Repairs due to misuse.</li> </ul>
Ceilings	<ul style="list-style-type: none"> <li>Major repair and/or replacement due to structural faults, age, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Repairs due to misuse.</li> </ul>
Clocks	<ul style="list-style-type: none"> <li>None.</li> </ul>	<ul style="list-style-type: none"> <li>Maintenance and replacement of Licensee owned clocks.</li> </ul>
Doors (including Cupboard Doors and Door Fittings)	<ul style="list-style-type: none"> <li>Replacement due to age or structural fault.</li> <li>Repairs on all external doors due to vandalism.</li> </ul>	<ul style="list-style-type: none"> <li>Repairs due to Licensee's misuse.</li> </ul>
Electrical and Mechanical Services including light fittings	<ul style="list-style-type: none"> <li>Replacement when required of hot water/gas service.</li> <li>Gas supply, meters and distribution systems.</li> <li>Emergency lighting systems and signs.</li> <li>Electrical distribution systems including cable, switches, fuses, isolators, contactors and sockets.</li> </ul>	<ul style="list-style-type: none"> <li>Maintenance and replacement of all Licensee owned electrical appliances such as fridges, freezer etc.</li> <li>Service appliances as per manufacturer's recommendations. Where appropriate provide service report with Annual Report.</li> <li>'Test and Tag' all electrical equipment.</li> </ul>
Essential Safety Measures	<ul style="list-style-type: none"> <li>Installation and maintenance of ESM listed items (e.g. exit signs, emergency lighting, firefighting equipment, fire extinguishers, hoses, cabinets, smoke detectors etc.).</li> </ul>	<ul style="list-style-type: none"> <li>Repair/replace ESM listed items where Council determines the need for repair is due to misuse or vandalism.</li> <li>Where the Licensee requires an item to be replaced, which belongs to Council and it is not at the end of its useful life.</li> <li>Report any ESM items to Council when brought to the Licensee's attention.</li> </ul>

ITEM	COUNCIL RESPONSIBILITY	LICENSEE RESPONSIBILITY
Exhaust Fan and Range Hoods	<ul style="list-style-type: none"> <li>Initial installation of basic equipment only.</li> <li>Replacement and maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>Keep clean and maintain in operable and safe condition.</li> </ul>
Exit signs	<ul style="list-style-type: none"> <li>Replacement and maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>Reporting of faults to Council.</li> </ul>
External Doors and Frames	<ul style="list-style-type: none"> <li>Replacement due to age or structural fault.</li> <li>Repair of all external doors due to vandalism.</li> <li>Maintenance and replacement of all locks.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure all emergency exit doors are clear of obstructions.</li> </ul>
Fire Services and Alarms	<ul style="list-style-type: none"> <li>Maintenance and replacement in accordance with relevant Australian standards.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure clear access to extinguishers and hose.</li> </ul>
Fire Extinguishers and Fire Hose	<ul style="list-style-type: none"> <li>Initial installation.</li> <li>Maintenance and replacement.</li> </ul>	<ul style="list-style-type: none"> <li>Report to Council any faults or use.</li> <li>Ensure clear access to extinguishers and hose.</li> </ul>
Floor Finishes	<ul style="list-style-type: none"> <li>Replacement and maintenance of floor covering.</li> </ul>	<ul style="list-style-type: none"> <li>Repairs due to Licensee's misuse.</li> </ul>
Floors	<ul style="list-style-type: none"> <li>Replacement and repairs to sub floor structures.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>
Fridges	<ul style="list-style-type: none"> <li>None.</li> </ul>	<ul style="list-style-type: none"> <li>Cleaning, maintenance, repair and replacement.</li> </ul>
Furniture Fixtures and Fittings	<ul style="list-style-type: none"> <li>Repair and replacement of any furniture, fixtures and fittings supplied and installed by the Licensor such as but not limited to the following: <ul style="list-style-type: none"> <li>- cupboards, shelves, counters.</li> <li>- flywire screens, fixed seating and benches</li> <li>- cubicles, clothes hooks and rails.</li> <li>- mirrors.</li> <li>- hand dryers.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Regular cleaning and repair due to misuse of equipment.</li> <li>First aid and safety equipment – as per Council's procedures (OH&amp;S 027).</li> </ul>
Grounds and Surrounds within Licensed Area	<ul style="list-style-type: none"> <li>Maintenance and repair as determined by Council.</li> </ul>	<ul style="list-style-type: none"> <li>Removal of litter.</li> <li>Maintenance and repair as determined by Council.</li> </ul>

ITEM	COUNCIL RESPONSIBILITY	LICENSEE RESPONSIBILITY
Heating and cooling systems (plant and fixtures)	<ul style="list-style-type: none"> <li>• Replacement.</li> <li>• Air conditioning cooling systems and controls – where applicable, check and service unit/control as per the manufacturer's recommendations. Repair as required.</li> <li>• Servicing and maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>• Replacement due to misuse.</li> </ul>
Hot Water Service	<ul style="list-style-type: none"> <li>• Replacement and maintenance as required.</li> </ul>	<ul style="list-style-type: none"> <li>• Repairs due to Licensee's misuse.</li> </ul>
Internal Damage	<ul style="list-style-type: none"> <li>• Repair due to structural damage.</li> </ul>	<ul style="list-style-type: none"> <li>• Repairs due to Licensee's misuse.</li> </ul>
Internal Doors and Linings	<ul style="list-style-type: none"> <li>• Replacement due to age or structural fault.</li> <li>• Maintenance and replacement of all locks.</li> </ul>	<ul style="list-style-type: none"> <li>• Repairs due to Licensee's misuse.</li> </ul>
Keys	<ul style="list-style-type: none"> <li>• Purchase and maintenance of all locks.</li> </ul>	<ul style="list-style-type: none"> <li>• Establishing and maintaining a key register to be updated annually. Details to be included in Annual Report.</li> <li>• Responsibility for payment of all keys issued by Council.</li> <li>• No locks to be fitted or additional keys cut without Licensor's approval.</li> </ul>
Kitchen and kitchen equipment, including (but not limited to) stoves, ovens, cook tops, boiling water units and range hoods	<ul style="list-style-type: none"> <li>• Major upgrades and repairs of kitchen facility, fixtures and fittings as determined by Council.</li> </ul>	<ul style="list-style-type: none"> <li>• Cleaning in accordance with the relevant Health Acts.</li> <li>• Purchase, repair and maintenance of additional non-fixed equipment.</li> </ul>
Light Fittings	<ul style="list-style-type: none"> <li>• Installation and maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>• Reporting of faults to Council.</li> </ul>
Light Globes	<ul style="list-style-type: none"> <li>• Installation and maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>• Reporting of faults to Council.</li> </ul>
Maintenance of Kitchen Facilities	<ul style="list-style-type: none"> <li>• All maintenance, repair, replacement costs of Council owned equipment.</li> </ul>	<ul style="list-style-type: none"> <li>• All maintenance, repair, replacement costs of existing equipment and new approved items of Licensee owned equipment.</li> </ul>

ITEM	COUNCIL RESPONSIBILITY	LICENSEE RESPONSIBILITY
Materials Containing Asbestos	<ul style="list-style-type: none"> <li>Maintain an accurate Asbestos Register for the building.</li> <li>Removal of asbestos material as per Council's Asbestos Management Strategy.</li> </ul>	<ul style="list-style-type: none"> <li>If it is intended to carry out any maintenance or alterations work and if there is any doubt or concern about possible asbestos content in any material, the Licensee must contact the Licensor for investigation and further advice before any works commence.</li> <li>Materials containing asbestos must not be used in any repair or maintenance work without prior written approval of the Licensor.</li> </ul>
Minor Building Works/Improvements	<ul style="list-style-type: none"> <li>Any future statutory / by law requirements or changes that impact upon the Purpose of Use as stated with Item 9 will be the responsibility of the Licensor.</li> </ul>	<ul style="list-style-type: none"> <li>Prior to any minor building works commencing, the Licensor must be notified in writing and official approval given. Statutory requirements regarding OH&amp;S, Fire Regulations and Building Standards must be adhered to.</li> <li>The Licensee is to contact Council's Facilities Department for any further details regarding the above maintenance responsibilities.</li> </ul>
Non-permanent fixtures, including (but not limited to) tables and chairs, crockery, cutlery, drink fridge, dishwashers, toilet roll holders, mirrors, office equipment	<ul style="list-style-type: none"> <li>None.</li> </ul>	<ul style="list-style-type: none"> <li>Maintenance and replacement.</li> </ul>
Painting of Ceilings, Walls and Other Surfaces	<ul style="list-style-type: none"> <li>Internal/external painting of the previously painted surfaces in accordance with Council's Facility Maintenance Strategy.</li> </ul>	<ul style="list-style-type: none"> <li>Regular cleaning and repair due to Licensee misuse in accordance with the following: <ul style="list-style-type: none"> <li>- all preparation, painting and maintenance of previously painted surfaces in accordance with Australian Standards 2311.</li> <li>- painted surfaces require maintenance when displaying any cracking, flaking, peeling, blistering surfaces powdering, faded colour and/or uneven lustre.</li> </ul> </li> </ul>
Payment of Water Costs	<ul style="list-style-type: none"> <li>All costs.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>

ITEM	COUNCIL RESPONSIBILITY	LICENSEE RESPONSIBILITY
Pest Control	<ul style="list-style-type: none"> <li>• Eradication of white ant and termites.</li> </ul>	<ul style="list-style-type: none"> <li>• Keep all areas of the facility free of rodents and pests in accordance with Council's Health Department guidelines.</li> </ul>
Plumbing and Fixtures	<ul style="list-style-type: none"> <li>• Repair and renewal due to age or structural fault.</li> </ul>	<ul style="list-style-type: none"> <li>• Internal repairs due to Licensee's misuse.</li> <li>• Costs associated with additional fixtures non-standard within kitchen.</li> </ul>
Other Permanent Fixtures	<ul style="list-style-type: none"> <li>• Repair and renewal as determined by Council.</li> </ul>	<ul style="list-style-type: none"> <li>• Repairs and replacement if due to Licensee's misuse.</li> </ul>
Oven/Stove and Cooking Equipment	<ul style="list-style-type: none"> <li>• Initial installation of basic equipment only.</li> <li>• Cost of repairs.</li> </ul>	<ul style="list-style-type: none"> <li>• Keep clean and maintain in operable condition.</li> </ul>
Roof and Associated Fittings	<ul style="list-style-type: none"> <li>• Clear blockages.</li> <li>• Clean out gutters/pipes/gullies.</li> <li>• Replacement and repair of roofing, spouting and downpipes.</li> </ul>	<ul style="list-style-type: none"> <li>• None.</li> </ul>
Rubbish Collection	<ul style="list-style-type: none"> <li>• Weekly emptying of external rubbish receptacles.</li> </ul>	<ul style="list-style-type: none"> <li>• Empty bins inside kitchen.</li> <li>• Keep kitchen and surrounds litter free.</li> <li>• All costs associated with additional bins.</li> </ul>
Security Lighting	<ul style="list-style-type: none"> <li>• Installation, maintenance and replacement.</li> </ul>	<ul style="list-style-type: none"> <li>• None.</li> </ul>
Security System	<ul style="list-style-type: none"> <li>• All costs.</li> </ul>	<ul style="list-style-type: none"> <li>• None.</li> </ul>
Signage	<ul style="list-style-type: none"> <li>• Repair and maintenance of standard Council facility signage.</li> </ul>	<ul style="list-style-type: none"> <li>• Repair and maintenance of all internal and exterior signs. Note: signs to be installed in accordance with Council's Sponsorship and Promotional Signs on Council Land Policy.</li> <li>• Inspect yearly.</li> </ul>
Telephones	<ul style="list-style-type: none"> <li>• None.</li> </ul>	<ul style="list-style-type: none"> <li>• Internal and external (exchange line) telephone system - check appliances yearly, repair as required. Service appliances as per manufacturer's recommendations.</li> </ul>
Toilets	<ul style="list-style-type: none"> <li>• Maintenance and repairs.</li> </ul>	<ul style="list-style-type: none"> <li>• None.</li> </ul>

ITEM	COUNCIL RESPONSIBILITY	LICENSEE RESPONSIBILITY
Utility Costs	<ul style="list-style-type: none"> <li>All costs.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>
Vandalism (internal)	<ul style="list-style-type: none"> <li>Cost of repairs to Council owned fixtures.</li> </ul>	<ul style="list-style-type: none"> <li>Report to Council and police.</li> <li>Responsible for repair and replacement of non-Council owned fixtures and fittings.</li> </ul>
Vandalism (external)	<ul style="list-style-type: none"> <li>Repair as determined by Council.</li> </ul>	<ul style="list-style-type: none"> <li>Report to Council and Police.</li> </ul>
Wall Hangings	<ul style="list-style-type: none"> <li>None.</li> </ul>	<ul style="list-style-type: none"> <li>Installation, cleaning, maintenance and replacement.</li> </ul>
Walls (Internal)	<ul style="list-style-type: none"> <li>Structural maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>Repair if damaged through misuse.</li> </ul>
Waste and Soil Pipes	<ul style="list-style-type: none"> <li>Repair and renewal due to age or structural fault.</li> <li>Clear blockages.</li> <li>Clean out silt/grease traps.</li> <li>All traps/waste/vents/pipes and fittings.</li> </ul>	<ul style="list-style-type: none"> <li>Repairs due to Licensee's misuse.</li> </ul>
Windows including Plate Glass	<ul style="list-style-type: none"> <li>Replacement when due or as a result of external vandalism.</li> </ul>	<ul style="list-style-type: none"> <li>Replace if broken by Licensee.</li> </ul>



## **Annexure G: Good Neighbour Guidelines**

---

### **Good Neighbour Guidelines**

Guidelines to encourage good relations between occupants of Council facilities and nearby residents.

#### **Why the Good Neighbour Guidelines**

Knox City Council is keen to ensure its occupants of facilities and local residents are both able to enjoy the use of the City's facilities. Common areas of conflict affecting Council facilities include parking, noise levels, and excessive glare from training lights and disruptive departures from the facilities.

In this regard the Good Neighbour Guidelines presents a number of strategies to improve the relationship between residents and users of Council's facilities.

#### **Developing Good Neighbour Strategies: Ideas for Occupants of Council Facilities**

- Once your yearly social calendar and competition fixtures have been finalised, make copies and circulate it to your local residents, so they know when to expect major events.
- Forward a copy of your organisation's newsletter to local residents so they can share in your developments and achievements.
- Invite local residents to attend your activities, functions, open days, come and try days etc.
- Establish definite times that the reserve floodlighting will be used and notify residents.
- Encourage local residents to report any vandalism to Council or the club.
- Appoint car parking monitors within your club who will ensure that patrons do not interfere with resident's access to their homes.
- Assess the layout of your club's facilities from a residents' viewpoint and review whether any changes could be made to reduce the impact on neighbours.
- Encourage good neighbour attitude by patrons that considers the needs of local residents. Some ideas could include entering and exiting the car park in an orderly and unobtrusive manner and controlling noise.
- Circulate the name and contact details of the club's Community Liaison Officer (CLO) to adjoining residents, asking them to contact the CLO should they have any concerns or questions.
- Ensure the facility is completely vacated at an appropriate hour.
- Adhere to the conditions of your Organisation's Occupancy Arrangements.
- Ensure all rubbish and litter is removed from the venue and placed in bins at the end of the match or event.

## **The Role of the Community Liaison Officer**

In the interest of establishing a good neighbour attitude by occupants of Council's facilities, Knox City Council is requesting that each organisation appoint a Community Liaison Officer (CLO).

The CLO is the person local residents or Council can contact if any issues or questions arise regarding the facility or the organisation. The CLO plays a very important role in developing and maintaining a good relationship with members of the local community and Council.

Organisations are requested to give Council contact details of their nominated CLO. This information will be updated on an annual basis along with organisation's occupancy details.

The nominated officer should be committed to ensuring the organisation has a good relationship with its neighbouring residents.

It is Council's intention that the CLO will initially respond to enquiries and concerns raised by residents without direct Council involvement.

For further information regarding the application of Council's Good Neighbour Guidelines please contact your respective Council Officer on 9298 8000.

# Annexure H: Community Signage on Council Open Space Policy



## KNOX POLICY

### COMMUNITY SIGNAGE ON COUNCIL OPEN SPACE POLICY

<b>Policy Number:</b>	1997/63	<b>Directorate:</b>	Community Services
<b>Approval by:</b>	Council	<b>Responsible Officers:</b>	Manager Youth, Leisure Cultural Services Manager Community Infrastructure
<b>Approval Date:</b>	24 May 2016	<b>Version Number:</b>	2
<b>Review Date:</b>	24 May 2019		

#### 1. PURPOSE

- 1.1 It is recognised by Council that promotion and advertising is important to the club, user groups and community groups in terms of advertising activities and major events, raising funds and in attracting new members. It is also recognised by Council that there is a requirement to manage and control advertising, sponsorship and promotional signs to ensure that the visual integrity of Council land is maintained through compliance with the requirements under clause 52.05 of the Knox Planning Scheme.
- 1.2 The purpose of this policy is to provide a clear direction to Council and the community for the management and control of community signage located on Council owned or managed open space.

#### 2. OBJECTIVES

- 2.1 To define specific Council land where the club, user groups and community groups can apply to promote activities.
- 2.2 To provide guidelines for the consistent application of signs on Council land.

- 2.3 To ensure that the erection of signs does not interfere with Council assets or the installations of other authorities.
- 2.4 To ensure all signs comply with the requirements of the Knox Planning Scheme.
- 2.5 To minimise liability to Council resulting from signs being located on Council land.

### **3. SCOPE**

- 3.1 This Council policy applies to the erection and installation of any form of external community signage on Council owned or managed open space.

### **4. DEFINITIONS**

- 4.1 Sign means all permanent and temporary board, notice, structure, banner or similar device.
- 4.2 Community signage means any advertising, sponsorship or promotional sign erected by a club and user group, or community group that is either an advertising, sponsorship or promotional sign.
- 4.3 Advertising sign means any board, notice, structure, banner or similar device used for the purposes of soliciting sales or notifying people of the presence of a property where goods or services may be obtained.
- 4.4 Sponsorship sign means any board, notice, structure, banner or similar device used for the purposes of promoting a sponsor.
- 4.5 Promotional sign means any board, notice, structure, banner or similar device used for the purposes of promoting a club, user group or community group, or any event or activity that the club, user group or community group may be involved in.
- 4.6 Council owned or managed open space means any passive open space, bush-land reserve, active recreation reserve, road reserve, water course or land vested in, or under control of Council. The land may be subject to a tenancy agreement with Council. Tenancy includes temporary hire agreements, seasonal tenancy agreements, leases and license tenancy agreements and service contracts.
- 4.7 Council signs means the Knox City Council corporate signs and signs which are permitted under the Local Government Act 1989 or Local Government Regulations 1990.
- 4.8 Playing arena means the defined area on an active reserve that is utilised for organised active recreation.
- 4.9 The club and user groups means all sporting and recreational clubs, associations, pre-schools, groups and individuals based at, or utilising Council owned or managed open space on a casual, seasonal or permanent basis.

- 4.10 Community groups means all community based groups or organisations including schools, churches, service club and organisations.
- 4.11 Applicant means the person representing a club, user group or community group who has lodged an application for a permit.
- 4.12 Act means the Local Government Act 1989.
- 4.13 Council's policy for Community Signage on Council Owned or Managed Open Space means this policy.
- 4.14 City of Knox gateways means the main entries to the municipality along major traffic routes (defined in the planning scheme as Category 1 roads)

## 5. POLICY

### 5.1 General

- 5.1.1 That reference to Council's policy for Community Signage on Council Open Space be incorporated into Council's policy for Grounds Allocation, User Charges and any other tenancy agreements including hire agreements, licences and leases.
- 5.1.2 That all Community signage located on Council open space be adequately constructed and secured to minimise liability.
- 5.1.3 That upon application, the following sites be available for temporary community signage providing for city wide advertising of prominent community events on Council open space within the structures provided. This would not include commercial sponsorship or advertising.
- Tim Neville Arboretum
  - Knox Civic Centre
  - Ferntree Gully Community Centre
  - Rowville Community Centre
  - City of Knox Gateways
- 5.1.4 All community signage on all Council owned or managed open space will comply with the requirements set in clause 52.05 of the Knox Planning Scheme. Signs that do not comply will be considered prohibited and removed with costs apportioned to the club and user groups and community groups.
- 5.1.5 The signs lettering and surface finish is to be non reflective, with a maximum of four (4) colours.
- 5.1.6 For promotional signs, any commercial sponsorship shall be limited to a maximum of 20% of the total area of the sign unless otherwise stated.
- 5.1.7 The club and user groups requiring any promotional, advertising and sponsorship signs shall apply prior to each season for a package of signs. Each application for additional signs shall be accompanied by a total list of advertising and sponsorship signs on the reserve.

### 5.1.8 Positioning of any advertising and sponsorship sign shall be limited to:

- 5.1.8.1 The inward facing perimeter fence line of a playing arena and fixed in a manner approved by Council. Signs are permitted on 80% of the inward facing perimeter fence line of a playing arena. No sign is permitted to be visible from a roadway or residential property.
- 5.1.8.2 10% of the total area of outward facing perimeter fence line of a playing arena. Signs limited to a maximum of perimeter fence provided that it cannot be viewed from outside the reserve, a roadway or residential property.
- 5.1.8.3 The inward facing external surface of a building or structure. Signs are limited to 20% of the total inward facing area of any building or structure and must not distract from the main purpose of the structure. No sign is permitted to be visible from a roadway or residential property. Signs are not permitted to be painted directly onto the roof or walls of any building or structure.
- 5.1.8.4 The inward facing side of a scoreboard. Signs to occupy a maximum of 20% of the total area of the scoreboard and limited to 1 commercial partner or sponsor. The sign must not distract from the main purpose of the structure. No sign is permitted to be visible from a roadway or residential property.
- 5.1.8.5 Council reserves the right to erect advertising, promotional and sponsorship signage and the club and user group or community group would be required to remove any branding conflicts that arise with their existing signage and any potential Council sponsors.

### 5.1.9 One outward facing 'User Group Identification' sign and assessed on a case by case basis. Signs shall:

- 5.1.9.1 Identify the incumbent user group only. 'User Group Identification' shall include the name of the incumbent tenanted user groups and club membership details only. Commercial representation or sponsor recognition is not permitted.
- 5.1.9.2 Be free a standing sign inside the fence line or connected to the Council open space perimeter fence.
- 5.1.9.3 Be limited to 2m<sup>2</sup> in area.

### 5.1.10 Temporary Signs

- 5.1.10.1 The size of the signs shall be limited to 2m<sup>2</sup> in area.
- 5.1.10.2 The signs may be installed for a maximum of 14 days prior to the event and removed within 48 hours of the conclusion of the event.

### 5.1.11 Temporary Signs - "Banners"

- 5.1.11.1 The temporary size of the banner shall be limited to 3m<sup>2</sup> in area.
- 5.1.11.2 The temporary banner can only be erected on the day of the event.

#### 5.1.12 Temporary signs – Variable Messaging Signs (VMS)

- 5.1.12.1 VMS signs are not permitted without a planning permit.

- 5.1.13 All costs associated with the design, production and installation of the signs shall be borne by the club and user group or community group.

### 5.2 Insurance

- 5.2.1 In granting approval for the erection of signs or banners Leisure Services or Local Laws will give consideration to the matter of liability and may determine that the applicant is required to take out a liability insurance policy in a form approved by Council's Insurance Authority. Such policy shall be in the joint names of Council and the applicant for a minimum of \$10,000,000 against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought made or claimed against Council or the applicant in regard to an incident relating to the sign.

### 5.3 Materials and Construction

- 5.3.1 The finishes and materials used in the construction of the sign are to have no sharp or exposed edges and all fixing (i.e. nails and screws) are to be recessed or countersunk.
- 5.3.2 Unless otherwise directed, signs located on Council open space are to be set back a minimum of 25 metres from the edge of the road way and situated 5 metres from foot paths and bike paths, 7 metres from play grounds and 5 metres from trees and any other structures.

### 5.4 Non-Compliant Signs

- 5.4.1 In the event that the requirements of this policy not being met, the Manager responsible for the Council owned or managed open space will arrange for the sign(s) to be removed and any cost incurred by Council shall be recovered from the club and user group or community group responsible for the sign(s).

## 6. PROCEDURE

- 6.1 With the exception of road reserves, application for signs on Council owned or managed open space is to be made to the relevant department Manager.
- 6.2 Application for signs to road reserves is to be made to Local Laws.
- 6.3 Prior to the erection of any sign, the applicant must produce a Certificate of Currency as evidence of Public Liability Insurance cover to the satisfaction of the responsible authority, if such insurance cover has been deemed a requirement.

## 7. RESPONSIBILITY

Manager, Youth, Leisure & Cultural Services and Manager Community Infrastructure.

# Annexure I: Smoke Free Festival, Events and Council Facilities



## KNOX POLICY

### SMOKE FREE FESTIVAL, EVENTS AND COUNCIL FACILITIES

<b>Policy Number:</b>	2014/12	<b>Directorate:</b>	Corporate Development Community Services
<b>Approval by:</b>	Council	<b>Responsible Officer:</b>	Manager Youth, Leisure and Cultural Services (Festivals and Events) Manager Community Infrastructure(facilities) Manager Finance (Property)
<b>Approval Date:</b>	22 September 2015	<b>Version Number:</b>	3
<b>Review Date:</b>	22 September 2019		

#### 1. PURPOSE

The purpose of the Policy is to designate smoke free areas:

- Within Council owned facilities
- At Council operated festivals and events

Through the implementation of this policy Council aims to:

- Improve the health of community members through reducing exposure to second hand smoke
- Improve public amenity, maintenance and reduce risk of fire from cigarettes in/on Council property
- Minimise cigarette butt pollution on council owned parks, land and other outdoor areas
- Prohibit the buying or selling of tobacco and other related products within any Council building, reserve or facility.

#### 2. CONTEXT

Smoking tobacco is recognised as one of the largest preventable causes of death and disease in Australia. Each year, smoking kills an estimated 15,000 Australians<sup>1</sup> (4,000 Victorians) and costs Australia \$31.5 billion<sup>2</sup> in social (including health) and economic costs. In Knox 17.6% of adults smoke; this is higher than the Victorian average of 13% (VPHS 2011).



Even low levels of exposure to second-hand smoke increase the risk of cardiovascular disease and acute cardiac events. Children's respiratory and immune systems are particularly vulnerable to the damaging effects of second-hand smoke.

Smoke-free areas also promote healthy behaviours, reduce young people's exposure to role modelling of smoking behaviour, de-normalise smoking, decrease smoking cues for quitters and former smokers, support smokers who are trying to quit and reduce their overall cigarette consumption.

The 2014 and 2015 amendments to the Victorian Tobacco Act 1987 legislate that the following areas are now smoke free.

- Outdoor Playgrounds;
- Public Swimming Pools;
- Skate Parks;
- Sporting facilities scheduled for junior sporting activities;
- Within the outdoor or un-enclosed area of an Education and Care Service or Children's Services premises while they are being used to provide a children's service or education and care service.
- Within four metres of any pedestrian access point to a Children's Service or Education and Care Service premises while they are being used to provide a children's service or education and care service. This applies only to those who are intending to enter the premises.

### **3. SCOPE**

This Policy applies to Council operated festivals and events and Council facilities.

### **4. REFERENCES**

- Victorian Tobacco Act (1987)
- Environment Protection Act (1970) – littering both public and private property.
- Knox City Council Tenancy by Community Groups of Council Buildings Policy (Policy number 2004/24 due for review 2018)
- Knox City Council Draft Licence Agreements
- Knox City Council Seasonal Tenancy agreement
- Knox City Council Smokefree Workplace Policy 2015 (DRAFT)

## 5. DEFINITIONS

<b>Council facility</b>	A Council owned or controlled building(s) and/or grounds that is owned, leased or otherwise under Council's control and may include car parks, roadways, paths, parks and open public space.
<b>Council festivals and events</b>	Includes Knox City Council's Stringybark Urban Sustainability festival, Knox Festival, Knox City Council's Carols by Candlelight and Knox City Council's Pet's in the Park Expo
<b>Enclosed area</b>	An area, room or premises that is substantially enclosed by a roof and walls, regardless of whether the roof or walls or any part of them are: <ul style="list-style-type: none"> <li>• Permanent or temporary; and/or</li> <li>• Open or closed.</li> </ul>
<b>Smoke free areas</b>	Any area sign posted as smoke free in which smoking and or sale of tobacco products are not permitted.
<b>Smoking</b>	Holding, inhaling or otherwise having control over an ignited tobacco product.

## 6. COUNCIL POLICY

Council is committed to improving the health of the community by limiting their exposure to second hand smoke, reducing butt litter and mitigating the risk of fire from cigarettes on Council land and in Council owned facilities.

### 6.1 Council facilities: smoke free areas are-

For application of this Policy, the following areas are declared as smoke free areas:

- Within the enclosed area(s) of the Council facility
- Within 4 meters of an enclosed area of a Council facility.

### 6.2 Council festivals and events: smoke free areas are-

- The area contained within the sign-posted boundary of the Council festival and/or event as designated by the respective festival event current site plan.

### 6.3 Responsibilities:

#### CEO, Directors Managers, Coordinators and Team Leaders

- Ensuring that tenants/leasee are made aware of this Policy.
- Ensuring the community attending festivals and events are reasonably made aware of this Policy.

#### Tenants/leasee

- Ensure compliance with tenancy agreements and this Policy.

6.4 Any breach of this Policy by a tenant/leasee of Council facilities may result in termination of licence or lease agreements.

## 7. RELATED DOCUMENTS

Further information and assistance relating to tobacco related health effects and the prevailing laws.

<http://www.quit.org.au/>

[www.quitnow.gov.au/](http://www.quitnow.gov.au/)

<http://www.cancervic.org.au/>

<http://www.tobaccoinaustralia.org.au/chapter-15-smokefree-environment/15-7-legislation>

---

<sup>1</sup> <http://www.health.gov.au/tobacco#footnotes>

## Annexure J: Leasing and Licensing Policy

### KNOX POLICY



### LEASING AND LICENSING POLICY

<b>Policy Number:</b>	2004/24	<b>Directorate:</b>	Corporate Development
<b>Approval by:</b>	Council	<b>Responsible Officer:</b>	Coordinator Property Management
<b>Approval Date:</b>	26 February 2018	<b>Version Number:</b>	4
<b>Review Date:</b>	26 February 2021		

#### 1. PURPOSE

The facilities owned and leased or licensed by Council make an important contribution to the City's ability to achieve its objectives and service delivery. The facilities referred to in this policy includes both land and buildings and applies to Council facilities occupied under a lease or licence by a community or commercial organisation

This Policy provides a framework for leasing and licensing Council owned and managed properties. It establishes the requirements for all community Lessees and Licensees to demonstrate the community benefit arising from their use of a Council property and sets out reporting requirements to ensure accountability and recognition of Council's contribution. The Policy establishes the terms and conditions that will form the basis of negotiations for leases and licenses.

Through implementation of this Policy, Council aims to:

- Maximise the community benefit arising from the use of community facilities;
- Ensure responsible management of community assets; and
- Establish a methodology for categorising the type of lessors and licensees and calculating fees.

#### 3. CONTEXT

Council owns and manages a number of facilities that are available to the community by way of a lease or licence agreement. This policy provides guiding principles to ensure that Council's land and buildings are managed responsibly in line with legislative requirements, while maximising the occupancy and benefit provided to the community through use of these facilities.

#### 4. SCOPE

This policy applies to all Council owned land and/or buildings property occupied under a lease or licence agreement. It also applies to Crown land that is managed by Council on behalf of the Crown.

It does not include facilities that are:

- Allocated under Council's Sporting Reserve Facility Usage Policy;
- Managed by a third party on behalf of Council under a contractual agreement;
- Operated and managed by Council staff; or
- Leased or licenced to Council by an external lessor or licensor.

This policy will apply to all leases and licences developed or renewed following its adoption by Council.

## 5. REFERENCES

### 4.1 *Knox Community and Council Plan 2017*

- We are safe and secure
- We have strong regional economy, local employment and learning opportunities
- We are happy, healthy and well
- We are inclusive, feel a sense of belonging and value our identity
- Build, strengthen and promote good governance practices across government and community organisations

### 4.2 *Relevant Legislation*

- Local Government Act 1989
- Retail Leases Act 2003ct 2005 (Child Safe Standards)
- Telecommunications Act 1997
- Child Wellbeing and Safety A

### 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*

- Sporting Reserve Facility Usage Policy
- Naming and Renaming of Council Owned Facilities Policy
- Community Signage on Council Open Space Policy
- Electronic Gaming Policy
- Sale of Land and Buildings Policy
- Support for Community Based Facility Development/Improvements – External Funding Submissions
- Interim Guidelines for Casual Hire of Community Facilities

### 4.5 *Related Council Procedures*

- Property Management Toolkit
- Naming and Renaming of Council Owned Facilities Procedure

## 6. DEFINITIONS

In this Policy:

<b>Commercial Organisation</b>	An organisation or enterprise whose purpose is to make a profit that can be distributed to employees or shareholders and/or an organisation that provides electronic gaming machines on Council premises.
<b>Community Organisation</b>	A not-for-profit incorporated association or equivalent that provides activities and services for the benefit of the Knox community. This includes community groups, sports and recreation clubs and service organisations but excludes incorporated associations that hold a licence for electronic gaming machines.
<b>Community Tenant</b>	An organisation occupying Council premises on a non-commercial basis.
<b>Council</b>	Knox City Council, whether constituted before or after the commencement of this Policy.
<b>Facility</b>	Land and/or buildings that are owned or managed by Council.
<b>Crown Land</b>	Land owned by the Government or a Government owned statutory authority that is managed by Council.
<b>Department</b>	The Victorian Department of Environment, Land, Water and Planning.
<b>Facility Advocate</b>	The Council Officer who acts as the liaison between Council and the organisation occupying Council land and/or buildings.
<b>Incorporated Association</b>	A club or community group, operating on a not-for-profit basis that is incorporated under the Association Incorporation Act 1981.
<b>Lease Agreement</b>	An agreement under which a lessee is granted exclusive occupancy of land and/or buildings for an agreed period.
<b>Lessee</b>	The occupant of Council land and/or buildings under a lease agreement.
<b>Licence Agreement</b>	A form of permission to enter and use land and/or buildings for an agreed purpose and/or stated period. The Licensee does not have exclusive use of the premises and Council is able to allow access by other user groups or the general public at other times.
<b>Licensee</b>	The occupant of Council land and/or buildings under a license agreement.
<b>Memorandum of Understanding</b>	A document that sets out a framework and a set of principles to guide the parties in the use of Council land and/or buildings where a facility has more than one licensee.
<b>Premises</b>	The area occupied under a lease or licence agreement.
<b>Tenant</b>	In this policy, an authorised person or incorporated body that has entered into or is proposing to enter into either a lease or a licence agreement with Council for the use of Council owned or managed premises.

## 7. COUNCIL POLICY

### 6.1 Policy Objectives

The objectives of the Policy are to:

- Ensure Council-owned facilities are used to meet demonstrated community needs consistent with the Council Plan;
- Optimise use of Council's community facilities and equitable access by the Knox community;
- Ensure a transparent and equitable process of granting new leases or licences and renewals by having clear assessment criteria;
- Ensure lessees and licensees pay fair and reasonable rentals based on clear eligibility criteria and calculation methodologies;
- Increase community access to activities and services, particularly access by disadvantaged and socially isolated groups and ensure all facilities are access for all;
- Enable Council's contribution to be reported to the community;
- Assist not-for-profit and volunteer-based organisations that offer activities and services to the Knox community;
- Ensure sound financial management and effective administration of community facility leasing and licensing; and
- Ensure reliable reporting and compliance with laws, regulations and standards and effective management of risk.

### 6.2 Eligibility

Council staff will assess prospective tenants before renewing an agreement or entering into negotiation with a prospective lessee or licensee. To be eligible to enter into a lease or licence agreement to occupy a Council facility, community organisations must:

- Be an incorporated association or equivalent;
- Be a not-for-profit community based organisation;
- Use the facility in a manner consistent with Council's objectives and current Community and Council Plan;
- Be open to the general public or members of the Knox community;
- Adhere to all relevant Council policies and procedures and have complied with the terms of any previous lease or licence from Council (where applicable); and
- Maintain appropriate insurances, including public liability insurance.

Commercial use will be granted to ensure utilisation of a facility where an organisation is an incorporated association, registered company or equivalent and:

- There is a demonstrated benefit to the community from the commercial activity that is being conducted; or

- The use complements other uses of the facility at a time when the facility would otherwise be vacant.

### 6.3 Type of Agreement

To maximise access to and use of community facilities, Council has a preference to enter into licence agreements rather than leases. A lease will only be offered where Council considers that providing exclusive rights to a single tenant is in the best interests of the community, or is necessary to recognise capital investment by the tenant and secure the desired use and long term development of the property.

### 6.4 Occupant Categories and Fees

Organisations wishing to enter into a lease or licence agreement with Council will be placed in one of the categories set out in the table below. These categories will determine the lease or licence fee that will apply.

**Table 1**

Category	Eligibility
Early Years	<ul style="list-style-type: none"> <li>• Provides services that align with Council plans and strategies</li> <li>• Services accessible to Knox residents</li> <li>• Does not have ability to generate significant income beyond operating costs</li> <li>• Must be an incorporated association whose constitution does not permit the distribution of funds to members</li> <li>• Must be on the list of organisations for which Council has approved waiving of rental fees</li> </ul>
Community Group A	<ul style="list-style-type: none"> <li>• Community, service, sports and special interest/hobby groups that provide activities and services to the Knox community</li> <li>• May generate income from use of the facility or other activities consistent with organisation purpose, but income is not significantly higher than operating costs</li> <li>• May be dependent upon volunteers</li> <li>• Must be an incorporated association whose constitution does not permit the distribution of funds to members</li> <li>or</li> <li>• Government department and community organisations that service Knox and the surrounding area</li> <li>• Provide an ongoing and recognised benefit to Knox and surrounding community</li> <li>• Provides health, support or emergency services</li> </ul>



Category	Eligibility
Community Group B	<ul style="list-style-type: none"> <li>• Community, service, sports and special interest/hobby groups that provide activities and services to the Knox community</li> <li>• Generates income from use of the facility or other activities consistent with organisation purpose, where income is significantly higher than operating costs</li> <li>• May be dependent on volunteers</li> <li>• Must be an incorporated association whose constitution does not permit the distribution of funds to members</li> </ul>
Commercial	<ul style="list-style-type: none"> <li>• Profit-making groups occupying the premises on a commercial basis</li> <li>• Sport and recreation facilities operated by organisations for the purpose of making a commercial profit</li> <li>• An organisation which provides electronic gaming machines on the premises</li> <li>• Telecommunications and similar infrastructure</li> </ul>

Fees and charges will be consistent, transparent and affordable to encourage and retain use of Council land and/or buildings for the benefit of the community, and to maximise the return where Council land and/or buildings are used for commercial purposes.

Council's fees and charges are determined through the annual budget process with an understanding of the important contribution made by community organisations in supporting the aims of the Council Plan. The following fees will apply to the Occupant Categories in Table 1 above:

**Table 2**

Category	Fee
Early Years	Nil
Community Group A	Community Rate as set out in the annual Fees and Charges Schedule.
Community Group B	<p>Fees will be assessed individually by the Facility Advocate, who will make a recommendation to Council based on the following criteria:</p> <ul style="list-style-type: none"> <li>• Market rental value assessment</li> <li>• Level of maintenance responsibility</li> <li>• Capital contributions made by lessee or licensee for the construction of any buildings</li> <li>• Capital and or renewal contributions required under the agreement</li> <li>• Ability to generate income and extent of external funding</li> <li>• Service and program fees</li> <li>• Access by Knox residents</li> </ul>

Category	Fee
Community Group B (cont'd)	<ul style="list-style-type: none"> <li>• Use of volunteers</li> <li>• Track record as Council lessee or licensee</li> <li>• Fees payable by lessees or licensees using comparable facilities in similar municipalities</li> <li>• Consistency with Council objectives</li> </ul> <p>The Fee will be no less than the Community Rate set out in the annual Fees and Charges Schedule.</p>
Commercial	Market driven, determined by a market rental valuation carried out by a valuer or the result of an expression of interest or similar process.

Following adoption, the new occupant categories and fee structure will apply to any new tenant entering into an agreement or when an existing agreement has expired and the current tenant seeks to enter into a new agreement.

For the 2017/18 financial year, the 'Annual Licence Fee' in the Fees and Charges Schedule will apply to all organisations in a category that is charged the Community Rate. This fee will be updated from 2018/19 to reflect the terminology in this policy.

## 6.5 Standard Terms and Conditions

Tenancy of Council facilities will be granted by way of a lease or licence agreement, except facilities that are allocated to sports clubs on a seasonal or annual basis under Council's Sporting Reserve Facility Usage Policy.

Standard terms for lease and licence agreements have been developed to reflect the contents of this policy and relevant legislation. These terms and conditions will form the basis of all community licences and leases.

Terms and conditions for commercial agreements will be negotiated on a case-by-case basis.

### 6.5.1 Term

The standard term for a licence agreement will be five years, subject to the satisfactory performance of the standards outlined in the licence agreement. A shorter term may be offered if the tenant is a new or emerging group, or if the facility is identified as required in Council's long-term plans for future use, demolition, refurbishment or a major capital works upgrade.

An extension to the standard term may be negotiated on a case by case basis only if the tenant invests or has invested in a fixed asset (such as a building or playing surface) and fully maintains the asset, or has been identified by Council as requiring long term planning certainty for funding and other organisational requirement.

The standard term for a lease agreement will be determined on a case-by-case basis, having regard to the particular circumstances of the facility and lessee, including Council planning and strategic direction, capital investment, the type of facility and proposed use, the extent of community benefit, and long term planning or other organisational need. All leases will be determined by Council.

### **6.5.2 Rent Review**

Rent will be increased annually in line with Council's Adopted Fees and Charges Schedule.

Rental fees for all lease agreements, all agreements with commercial organisations, and licences where an extension to the standard term has been granted may be subject to a market review on the exercise of an option and/or every five years.

### **6.5.3 Maintenance (including improvements)**

Tenants are required to maintain the facility in accordance with a maintenance schedule attached to the lease or licence agreement using the services of registered and qualified tradespeople to undertake works and provide a certificate of compliance for works that require it (e.g. plumbing and electrical). Schedules will specify the responsibilities of Council and the tenant, including responsibility for maintaining the structure of the building, fixtures and fittings, grounds and any specialised equipment or playing surfaces.

Written approval is required from Council prior to the commencement of any building, renewal or improvement work to the facility. In the first instance, tenants should contact their facility advocate for advice on the approval process and to submit plans for consideration.

Council reserves the right to inspect the premises each year or more frequently as required.

### **6.5.4 Insurance**

All tenants are required to hold the following insurance:

- Public liability insurance to the value of \$20 million;
- Professional indemnity insurance; and
- Contents insurance for the lessee's or licensee's own property.

Public liability insurance must note Council's interest, unless otherwise agreed.

Council will insure buildings and Council installed and authorised fixtures and fittings. In instances where a tenant has a land only agreement, the tenant must maintain building insurance for their building constructed on Council land.

Tenants must provide Council with a Certificate of Currency prior to the signing of the licence agreement, and thereafter annually.

Failure to comply with providing Certificate of Currency documentation in the required times will result in the following escalation process:

- 14 days overdue – a reminder notice is provided;
- 30 days overdue – a warning is provided;
- 60 days overdue – a final warning is provided advising of intention to lock out; and
- 90 days overdue – Lessee/Licensee locked out until Certificate of Currency is provided.

### **6.5.5 Child Safe Standards**

The Victorian Government introduced the Child Safe Standards on 1 January 2016 to improve the way organisations provide services for children and prevent and respond to child abuse that may occur within the organisation.

Any organisation that provides services for children is required to comply with the Child Safe Standards. In addition to the requirement to comply under the Child Safety and Wellbeing Act 2005, the tenant is also obliged under their agreement with Council to ensure that Child Safe Standards requirements are complied with at all times.

### **6.5.6 Rates, Taxes and Outgoings**

The tenant must pay all rates, taxes and other charges and levies separately assessed in connection with the Premises (if applicable). Where rates and taxes are not separately assessed, or the Premises are shared, the tenant must pay or refund to Council the proportion that the area of the Premises bears to the total area assessed within 14 days of receipt of a written notice from Council.

Where Council land and/or buildings are occupied under the 'commercial' occupant category, rates and charges are payable.

The tenant is responsible for utility and service charges including electricity, gas, telephone, water (excluding facilities located at recreation reserves which are not separately metered), waste, sanitary services and security.

Where the Premises are shared, the proportion to be paid by each tenant will be determined by negotiation and included in a Memorandum of Understanding signed by the relevant organisations.

### **6.5.7 Reporting Requirements**

All community tenants are required to report against the eligibility criteria upon request and must advise Council if their organisational status changes during the term of their occupancy. Tenants are required to ensure that Council has a valid certificate of currency at all times. Certificates of currency must be provided to Council at the commencement of the agreement and as required thereafter.

Community tenants are required to submit the following information to Council within 4 weeks of the tenant's annual general meeting:

- the activities undertaken by the tenant;
- the level and degree of public access to the premises;
- details of any maintenance undertaken;
- copies of the most recent annual report and financial statement; and
- a list of office bearers including President, Secretary and Treasurer.

Council officers will assist tenants to comply with the reporting requirements by providing simple reporting formats and checklists. Council officers may also seek additional information where necessary to gain a better understanding of activities, the extent of community use and opportunities for facility and service development.

### **6.5.8 Signage**

Prior written consent must be obtained from Council before displaying or affixing any signs, advertisements or notices to any part of the premises. Signage must comply with Council's Community Signage on Council Open Space Policy or the Knox Planning Scheme.

### **6.5.9 Permitted Use**

The permitted use defines what the tenant can or cannot do at the premises. The permitted use should be clearly defined and avoid broad or vague statements which may be open to interpretation.

Tenants must obtain Council's prior written consent for any change in the permitted use or additional use of the premises, including any planning or building permit that may be required. Consent may be granted or withheld at Council's absolute discretion and subject to other conditions.

Council will not permit a change in use of the premises that is not compatible with the building permit for the facility, without the appropriate approvals. This includes occupancy levels, and changes to the building classification. Council is permitted to determine and end any agreement under these circumstances.

### **6.5.10 Terms of Use**

The days and times of use will generally relate to the type of agreement that is offered.

A Lease Agreement offers exclusive use to the tenant and as such, the tenant will be permitted to operate from the Premises at any time in accordance with any applicable planning permit requirements, Council's Local Laws and having regard to legislation relating to noise pollution.

Due to the non-exclusive nature of a Licence Agreement, the tenant is permitted to occupy the facility on agreed days and times of use, which allows Council the flexibility to offer the facility to other community groups and thereby maximise the use of the facility. Where a facility is shared between two or more tenants, a Memorandum of Understanding will be negotiated and signed by all tenants and Council.

### **6.5.11 Sub-Letting**

Sub-letting is where the facility, or part of the facility, is leased, licensed or hired out to another group by the tenant. The tenant remains responsible for all its obligations under their agreement.

Under a Licence Agreement, sub-letting of a facility to another group is generally not permitted. In some circumstances, including community-managed halls, Council may give the licensee the right to hire out the premises on a casual basis to a third party (under certain terms and conditions), which will be set out in the Additional Clauses of the Licence Agreement. Council may also give the licensee permission to enter into a sub-licence agreement with a third party in some circumstances. The licensee must obtain prior written consent from the manager under whose department the licence agreement is managed.

Under a Lease Agreement, subletting of a facility is permitted by obtaining Council's prior consent. In some circumstance, Council may give the tenant the automatic right to hire out the premises on a casual basis to a third party (under certain terms and conditions), which will be set out in the Additional Clauses of the Lease Agreement.

If Council agrees to a sub-lease of the premises, Council may review and adjust the rental fee of the head lease if the sub-lease rental fee is more than cost recovery. Any financial gain from subletting may in part be payable to Council rather than the tenant.

#### **6.5.12 Gaming and Liquor**

In line with Council's Electronic Gaming Policy, Council will not enter into a new occupancy agreement with any organisation that operates or intends to operate electronic gaming machines on the premises. In addition, Council will not support any increase in the number of electronic gaming machines at any facilities with existing gaming facilities.

Proposals for new or amended liquor licenses require prior Council consent before an application is made.

#### **6.5.13 Keys and Access**

All facilities must have Council locks on all doors and tenants are not to change any lock or install locks/padlocks to any area of a facility. If locks or padlocks are added or changed for any reason, the tenants must provide a key to Council immediately, along with justification for the change. Council may remove any locks installed by the tenant and seek reimbursement from the tenant for the cost of carrying out the removal.

Tenants will be provided with up to four sets of keys at the commencement of their tenancy. Any further keys issued will be at the tenant's own cost. It is the tenant's responsibility to ensure that a key register is maintained at all times. This should be provided to Council as part of the reporting process.

Council reserves the right to change some/all locks or padlocks of a facility or to change from manual to electronic locking system as part of the capital program of renewal/replacement. Access fobs will be provided by Council in this instance.

#### **6.5.14 Relocation**

Where Council proposes to dispose of, demolish, redevelop or otherwise carry out significant alterations or additions to a leased or licensed property during the term of the agreement, Council may terminate the agreement with due notice as detailed in the lease or licence agreement and make reasonable attempt to make available to the tenant a suitable alternative premises. The agreement for a new premises will be on no less favourable terms for the duration of the unexpired portion of the current agreement where this can be achieved.

### **6.5.15 Termination and Renewal**

Council reserves the right to terminate lease and licence agreements by providing a minimum of six months' notice in writing.

### **6.6 Crown Land**

Where Council acts as the Committee of Management of Crown Land, Council must seek approval from the Department of Land, Water and Planning to enter into a lease or licence agreement over the portion of Crown Land. Leases and licenses will be in the prescribed form as provided by the Department and Council's terms and conditions will form part of the special conditions of the lease or licence. The Department must approve any additional terms and conditions.

### **6.7 Delegation**

The Chief Executive Officer has authority to execute all licence agreements that are categorised as Early Years and Community Group A, unless the initial term of the agreement is greater than five years.

All Community B agreements will be referred to a Council or Strategic Planning Committee meeting for consideration.

Council approval at a Council or Strategic Planning Committee is required for all lease agreements, including agreements that do not require a Public Notice to be issued in accordance with the Local Government Act 1989.

### **6.8 Implementation of Policy**

This policy will apply to all new and renewed lease and licence agreements following its adoption.

## **8. ADMINISTRATIVE UPDATES**

From time to time, circumstances may change leading to the need for minor administrative changes to this document. Where an update does not materially alter this policy, such a change may be made administratively. Examples of minor administrative changes include change to names of Council departments or positions, change to names of Federal or State Government departments or a minor amendment to legislation that does not have material impact. Where any change or update may materially change the intent of this policy, it must be considered by Council.

## Annexure K: Annual Reporting Guidelines

---

The Licensee must provide to Council within 4 weeks of the Licensee's Annual General Meeting, a report containing such information as the Council may require, including:

- ✓ The activities undertaken by the Licensee;  
***This can be copies of newsletters, programs or a written or typed list.***
- ✓ The level and degree of public access to the Licensed Area;  
***This can be a statement that the facility is open to the public xx hours per week and has xx number of people attending.***
- ✓ Details of any significant maintenance undertaken by the Licensee to the Licensed Area;  
***List of items that required maintenance not of a minor nature and what was done to repair – this can be a photocopy from a maintenance book or a separate list or written or typed.***
- ✓ A copy of the Licensee's most recent annual report and financial statements;  
***Organisations with total revenue of more than \$1million must provide audited financial statements and organisations with total revenue between \$250,000 and \$1million must provide financial statements reviewed by an independent auditor as per the Associations Incorporation Reform Act 2012.***
- ✓ A list of office bearers including President, Secretary, Treasurer etc.  
***This list needs to be current names.***
- ✓ Annual Statement of the Secretary  
***The Secretary of an Incorporated Association must provide Consumer Affairs Victoria with an Annual Statement. A copy of this Statement must also be provided to Council.***
- ✓ Other information  
***Licensees will be advised if any additional information is required.***



# Annexure L: Interim Guidelines for the Casual Hire of Community Facilities

---

## Interim Guidelines For The Casual Hire of Community Facilities

---

Revised April 2016

### Introduction

Council owns and maintains over 200 community facilities and vast areas of open space which are available for community use. Currently there is a mix of hiring arrangements in relation to the casual hire.<sup>1</sup> This includes clauses in seasonal tenancy agreements, leases, licences, arrangements with committees of management, community organisations and direct Council administration. This broad mix of hiring arrangements has the potential to expose Council to increased risk and does not support equitable access or consistency for the community.

The casual hire of community facilities has presented a number of challenges for Council in relation to inappropriate use including vandalism, and anti social behaviour. In 2007, there was a rise in incidents following parties at community facilities which required a police response. This resulted in a review of the casual hiring arrangements with changes being implemented to hire practices including: ceasing of hire for 18th and 21st birthday parties; and the requirement of Party Safe registration with Victoria Police for any parties.

In 2014, notwithstanding these measures, a further significant incident occurred following a party at a Council managed community facility. This highlighted the need to conduct a review of the casual hire arrangements for all Council owned and managed facilities to provide a consistent, and equitable approach to manage risk.

In December 2014, ASR Research was engaged to conduct the review of the casual hire of community facilities and open space. The objective of the review was to establish:

- Suitability and effectiveness of Council's current policies and process with respect to the casual hire of community facilities and passive open space and,
- Recommend a set of policy directions and procedures which when implemented will:
  - Ensure a consistent and equitable approach to the casual hire of community facilities and passive open space; and
  - Address community safety concerns associated with the hiring of facilities and open space.

---

<sup>1</sup> Casual hire refers to the once off use of a facility where a fee is payable and may be for a community or private function for the purpose of training, meetings, recreation activities or celebrations such as birthday's, engagements, Christmas or awards ceremonies.

A report on the review and recommendations to support improved coordination of the casual hire of community facilities and community infrastructure in passive open space was provided to Council's Executive Management Team (EMT) in October 2015. This included the development of a new policy, procedures, resources, training and development to better support council staff and community facility managers in their role. EMT further supported that Council's Property Management unit lead this work pending appropriate resources.

These interim guidelines have been developed to support facility managers for the casual hiring of community facilities pending the development of Council policy and procedures.

### Interim Guidelines

#### Scope

The interim guidelines apply to:

- The casual hire of Council owned or managed facilities and community owned facilities on Council land by community organisations, groups and individuals.

The interim guidelines do not apply to the casual hire of open space<sup>2</sup>.

#### Objective

To provide a consistent process for the casual hiring of Council owned facilities and community owned facilities on Council land.

#### Risk Management

Knox Council is a local government authority with over 70 worksites, approximately 250 occupiable buildings, extensive infrastructure assets and services ranging from family and children's services to construction.

Risk is inherent in all of the functions and activities of Council, and in the wider environment. By integrating risk management into the way Council conducts its business, action can be taken to minimise Council's uncontrolled exposure to risk and therefore provide the optimum path to achieve Council's goals. Risk cannot be totally avoided, but can be effectively identified and managed.

Following consideration of Councils Integrated Risk Matrix a rating of **medium** has been allocated to the casual hire of council facilities. Further information on the risk management process can be found at [Councils Risk Management Framework](#). The interim guidelines have been developed in line with risk control measures outlined in this framework.

---

<sup>2</sup> Open space is to be considered via a working group convened to address issues specific to open space and do not form part these interim guidelines.

### General Hire Arrangements and Processes

All casual hire arrangements are required to comply with the following:

#### Bookings

- Signed and completed casual hire forms which provide full details of the activities a minimum of 4 weeks in advance of the activity date; *(Please note: there may be exceptional circumstances where the timeline cannot be met, facility managers should contact their facility advocate to discuss)*
- Hirers cannot be under 18 years of age;
- Photo identification (e.g. licence or passport) or written proof of age, identity and place of residence must be provided at the time of the booking.
- Party bookings are required to register with Party Safe via Victoria Police, a minimum of 4 weeks in advance of the activity date. Evidence of Party Safe registration must be provided to the Facility Managers/Booking Officers when booking the venue.
- For functions involving alcohol over the weekend period, additional specific hire arrangements apply, please see relevant section below.

#### Bond

- Payment of a bond is required as part of the hire fee;
- Bond payments provide security against damage to the building, furniture, fittings and any cleaning undertaken by Council or the Facility Manager resulting from the Hirer's use of the premises;
- Bond payments also provide security against breach of the hire agreement terms and conditions. Provision of false information or conduct of activities outside of the agreed terms will result in the hirer forfeiting the bond amount.
- Return of bonds will not occur sooner than 14 days following conclusion of the activity.

#### Public Liability Insurance

- Hirers will need to obtain adequate public liability insurance cover in order to confirm their booking. This can be purchased through Council's customer service centres (accompanied by a letter from the Facility Manager or Booking Officer) or the hirer organises their own cover;
- The hirer will be required to produce a certificate of currency for the facility and for the usage date;
- The hirer must not permit the number of the people attending the facility to exceed the maximum number specified for the facility.

#### Noise/Music

- The hirer must ensure that noise, music and/or behaviour does not impact on surrounding residents. All music is to be turned off by 11pm and the facility vacated by midnight Friday and Saturday. All music is to be turned off by 10pm and the facility vacated by 11pm Sunday to Thursday.
- Hirers must ensure that the level of sound coming from a Council facility does not reach a level where it would impact on the residents of surrounding

properties (as per the Environmental Protection Authority Residential Noise Regulation, 2008 and the Knox Good Neighbour Guidelines, 2011).

#### Occupational Health and Safety

- The Facility Managers/Booking Officers are responsible for ensuring that the hirer of the facility is aware of the Occupational Health and Safety requirements;
  - Electrical safety requirements – *hirers to ensure that all electrical appliances brought onto the site have been tested and tagged by a qualified tester and electrical equipment are set up correctly and used safely;*
  - First aid – *Council facilities are not required to provide first aid kits for community use. Hirers should ensure access to first aid requirements;*
  - Emergency Evacuation Procedures – *hirers to be aware of the evacuation procedures of the facility;*
  - Hirers must not permit smoking within the facility or within 4 metres of the entrance to the facility.

#### Alcohol

- It is illegal for an adult or a minor to give alcohol to someone who is underage without parental consent (Secondary Supply Legislation (Victoria) November 2011);
- Facility Managers/Booking Officers must inform hirers using Council facilities that they are not permitted to sell liquor or to include liquor in the price of an entry fee. In the situation where a facility occupier already has an existing liquor licence, they are required to adhere to the existing terms and conditions of the existing licence and those of Council, including adhering to consumption hours.

#### Permits

- The hirer is responsible for obtaining any permits/registrations/arrangements, where applicable and must be sighted when booking the facility. Examples of permits that may be required:
  - A **liquor licence** is generally not required for private events where alcohol will be supplied free of charge. It is advised that information regarding the requirements for a temporary liquor licence are checked via the *Victorian Commission for Gambling and Liquor Regulation (VCGLR)* website;
  - Where food is to be sold a **Food Handling** permit must be obtained via this link: [https://streatrader.health.vic.gov.au/public\\_site](https://streatrader.health.vic.gov.au/public_site). Information regarding safe food handling can be found via the *Victoria Government - Department of Health website*.

### Specific Hire Arrangements and Processes for activities over weekend periods where alcohol is to be consumed:

Any activity during the period of 3.00pm Friday to 8.00am Monday, where alcohol is to be consumed and inclusive of hire processes detailed above, the hirer is required to additionally provide:

- Documentary evidence of the engagement of licensed<sup>3</sup> security officers which is to include the company name and ABN.  
***Ratio of Security Guards:*** As a general rule the ratio of security guards to patrons at an event is **1:75 patrons** – any additional patrons over this number up to 100 requires two security guards. Please contact **VCGLR** for further information,
- Council venues such as the Rowville Community Centre, Knox Arts Centre, Bayswater Youth Centre and Ferntree Gully Community Centre will also require the hiring of a Council Duty Officer (at the hirers expense),
- A bond amount of **\$1,000.00** is required for events under this section.
- Hirers should be encouraged **not** to advertise the event on open social media and ensure it is **strictly** by invitation only.

### Casual Hire Exclusions

Council facilities are **not to be** hired for gambling activities or night club activities where an entry fee is to be charged. This includes ticketed dance parties.

### Appendices

The following resources can be used by Facility Managers and Booking Officers to support the provisions within the interim guidelines:

EPA Noise from Public Premises Guidelines

<http://www.epa.vic.gov.au/>

Electrical 'Testing & Tagging' of Equipment

<http://www.ohsrep.org.au/ohs-in-your-industry/labour-hire/electrical-equipment-what-are-the-lawsguidelines>

Food Handling Permit

[https://streatrader.health.vic.gov.au/public\\_site](https://streatrader.health.vic.gov.au/public_site)

Good Neighbour Guidelines

[http://www.knox.vic.gov.au/Files/Leisure/Good\\_Neighbour\\_Guidelines\\_2011.pdf](http://www.knox.vic.gov.au/Files/Leisure/Good_Neighbour_Guidelines_2011.pdf)

Liquor Licence

<http://www.vcqlr.vic.gov.au/>

## 4.2 Early Years Advisory Committee - Appointment of Members and Revised Terms of Reference

### **SUMMARY: Team Leader Policy, Learning and Quality (Robyn Renkema)**

The role of the Early Years Advisory Committee (EYAC) is to provide advice to Council on early years issues and to promote greater awareness and understanding in the local community of early years services through the lens of Council’s Key Life Stages Implementation Plan 2017-2021.

The current EYAC Terms of Reference (ToR) concludes at the end of June 2021. Following an administrative review in June 2018, Council resolved to conduct a further review on the purpose and objectives by June 2019. The revised ToR is provided in Attachment 1.

The membership term for four Members of the Early Years Advisory Committee concluded at the end of June 2019. An expression of interest process was conducted in accordance with the Knox City Council Committees Policy. This report seeks approval to appoint the recommended Committee Members as outlined in the Confidential Attachment 2.

### **RECOMMENDATION**

**That Council:**

1. **Endorse the draft revised Early Years Advisory Committee Terms of Reference (Attachment 1);**
2. **Thank outgoing Committee Members for their contributions over the last four years.**
3. **Appoint the following applicants to the Early Years Advisory Committee for the period July 2019 – June 2021 as presented in Confidential Attachment 2:**

<b>Name:</b>	<b>Category:</b>
1.	Community Representative
2.	Community Representative
3.	Professional Representative
4.	Professional Representative

### **1. INTRODUCTION**

The Early Years Advisory Committee (EYAC) was formally established in April 2010. The role of the EYAC is to provide advice to Council on emerging early years matters and to promote greater awareness and understanding in the local community of early years services.

The Knox Community and Council Plan (2017-2021) sets the vision for the City of Knox through eight community and Council goals that includes the needs of children and families as an important focus.

The Key Life Stages Implementation Plan focuses on the key life stages of early childhood, youth and older age and recognises that intervention during these key life stages has the greatest benefit for individuals, families and the community.

## **2. DISCUSSION**

### **2.1 Role of the Committee**

The current objectives of the EYAC are to:

1. Provide advice and recommendations to Council on the implementation of the Key Life Stages (early years) focus areas as incorporated in the Key Life Stages Plan 2017-2021.
2. The advice and recommendations in relation to this plan will include:
  - a. Agreed priorities;
  - b. The ongoing outcomes and achievements of the Key Life Stages Plan (early years) focus areas; and
  - c. Effective communication and consultation strategies to facilitate engagement with the community and other key stakeholders on the development and implementation of the Key Life Stages Plan (early years) focus areas.
3. Provide advice to Council on matters impacting families and children and the related services within the Knox community.
4. Identify emerging key research, policy and legislative issues that might impact on the implementation of the Key Life Stages Plan 2017-2021.
5. Consider advice and information made available through other Council advisory and community consultation processes related to families and children and/or local early years services.

Council receives an annual report on the key discussion topics and achievements of the EYAC.

### **2.2 Review of the Terms of Reference**

Council conducted a Council Committee Policy review including ToR templates in May 2018. In consideration of that Council review, it was determined to complete an EYAC administrative review incorporating all governance changes.

The administrative review was completed and endorsed by Council in June 2018, with a resolution to complete a further review of the EYAC purpose and objectives in line with the original June 2019 review date.

The EYAC Members were invited to review the EYAC purpose and objectives through email for a two-week period. At the EYAC meeting on 20 June 2019, the Committee provided feedback on the draft EYAC ToR and recommended that changes to section 1, 2 and 3 of the Purpose, Objectives and Membership reflect:

#### **Purpose**

1. “The purpose of the Early Years Advisory Committee (EYAC) is to provide advice to Council on the implementation of the Key Life Stages Plan 2017-2021 and matters impacting

families and young children within the Knox municipality throughout the appointed term of the Committee.” (Refer Attachment 1),

### **Objective**

- 1.3 “Provide advice to Council on matters impacting families and children and the related services within the Knox Community.” (Refer Attachment 1).

### **Membership, Period of Membership and Method of Appointment:**

- 3.1 “All elected representatives who are Council volunteers and community members are required to undertake prescribed Child Safe Training and any other training required by Council within their term on an Advisory Committee.” (Refer Attachment 1).

The Committee supported the inclusion of all three clauses to enable an ongoing dialogue with professionals and community members who have expertise specific to early years matters in Knox.

## **2.3 EYAC Membership**

Membership of EYAC consists of a maximum of six community members and four professional members comprising a total of ten members and two Councillors. Further details are outlined in Confidential Attachment 2.

### **2.3.1 Recruitment Process**

It is a requirement that appointment to a Council Advisory Committee be in accordance with the Knox City Council Committees Policy. This Policy requires that every effort be made to ensure a representative cross section of people from the municipality is selected to the Committee as appropriate.

Recruitment for the four EYAC positions was promoted through the following:

- Current EYAC members and Council Officer networks with community and service providers;
- Knox City Council website;
- Customer Service, Early Years Hubs and Regional Library Digital TV screens;
- Accessing Knox e-bulletin;
- Council’s Facebook page; and
- An advertisement in local print media.

Seven applications for new members were received (see Confidential Attachment 2). Expressions of Interest for the Community and Professional member positions were open for a three-week period from 7 May until 28 May 2019.

A selection panel comprising, Councillor Lisa Cooper as Chair and two Council officers was conducted between 13 June and 20 June 2019. The following criteria was used when interviewing applicants:

- Reside / work in Knox;
- Personal experience and knowledge of early years issues;



- Effective communication and consultation within the community and with other stakeholders;
- Ability to identify issues and solutions and provide advice to Council; and
- Ability to work collaboratively.

Four of the seven applications, comprising of two professional and two community members were recommended by the selection panel for a two-year appointment to EYAC (Confidential Attachment 2).

Should Council approve the nomination of four Committee members, it is anticipated that an induction process for the new Committee members will take place in August 2019.

### **3. CONSULTATION**

Members had an opportunity to review the EYAC ToR for a two-week period, preceding the EYAC Committee Meeting in June 2019. The reviewed ToR was tabled for discussion at the EYAC Committee Meeting; and the minutes noted the Committee's recommendations.

Information about EYAC and the recruitment process was promoted on Council's website, through Council community email networks and social media.

### **4. ENVIRONMENTAL / AMENITY ISSUES**

The Early Years Advisory Committee continues to play a key role considering issues and advising Council in terms of child friendly spaces, which promote the health and wellbeing of Knox children and families into the future.

### **5. FINANCIAL & ECONOMIC IMPLICATIONS**

The Family and Children's Services Department supports the administration of Council's EYAC. Officer time of approximately ten hours each month is absorbed within the Department budget in addition to an annual catering and supplies allowance of \$2,600.

### **6. SOCIAL IMPLICATIONS**

Research clearly states that when a community places a child as a central concern in the context of the family, community and its culture then significant and lifelong benefits will result for the community.

Children between the ages of 0-11 years represented 14% of the municipality's population, and this equates to 21,634 children (Census 2016).

The Key Life Stages Plan continues to build on the opportunities to strengthen further partnerships with non-Council service providers and community organisations. These partnerships will benefit all children and families across Knox, irrespective of the early years services they access within the community.

The establishment and continuation of the EYAC has been a positive step towards achieving greater engagement and a maintenance of respect for Knox's long and proud history of pioneering the way in supporting and providing early years services for its community.

## **7. RELEVANCE TO KNOX COMMUNITY AND COUNCIL PLAN 2017-2021**

The Knox Community and Council Plan 2017 – 2021 identifies the key goals and strategic objectives to achieve desired health and wellbeing outcomes for the Knox community.

The goal of particular relevance to the EYAC is:

### **Goal 7 - We are inclusive, feel a sense of belonging and value our identity**

Strategy 7.3 - Strengthen community connections

Strategy 7.4 - Promote and celebrate the contribution of our volunteers

EYAC works across the additional seven Knox Community and Council Plan goals to provide input and feedback to achieve outcomes from an early years perspective.

## **8. CONFLICT OF INTEREST**

Under section 80c of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

Author – Team Leader Policy, Learning and Quality, Robyn Renkema - In providing this advice as the Author, I have no disclosable interests in this report.

Officer Responsible – Acting Director, Community Services, Judy Chalkley - In providing this advice as the Officer Responsible, I have no disclosable interests in this report.

## **9. CONCLUSION**

The draft ToR for the Early Years Advisory Committee have been updated to reflect the Committees Policy adopted by Council on 28 May 2018 and feedback received from the EYAC as attached in Attachment 1.

Between May and June 2019, Councillor Lisa Cooper and two Council Officers conducted a recruitment process for four new members to EYAC. Recommendations from this process are outlined in Confidential Attachment 2.

## **10. CONFIDENTIALITY**

Confidential information is contained in Attachment 2 in the confidential agenda, in accordance with Section 89(2) of the Local Government Act 1989, as the information relates to personnel matters and premature disclosure of the information could be prejudicial to the interests of Council or other persons.

**Report Prepared By:** Team Leader Policy, Learning and Quality - Robyn Renkema

**Report Authorised By:** Acting Director, Community Services - Judy Chalkley

### **Attachments**

1. Attachment 1 - DRAFT Terms of Reference - EYAC - 2018 to 2021 [4.2.1 - 6 pages]
2. Attachment 1 - FINAL Terms of Reference - EYAC - 2018 to 2021 [4.2.2 - 5 pages]

## **ADVISORY COMMITTEE TERMS OF REFERENCE**



### **EARLY YEARS ADVISORY COMMITTEE**

<b>Directorate</b>	<b>Community Services</b>
<b>Responsible Officer</b>	<b>Manager Family and Children's Services</b>
<b>Committee Group</b>	<b>Advisory</b>
<b>Approval Date:</b>	<b>25 June 2018</b>
<b>Review Date:</b>	<b>30 June 2021</b>

#### **1. PURPOSE**

The purpose of the Early Years Advisory Committee (EYAC) is to provide advice to Council on the implementation of the Key Life Stages Plan 2017-2021 and ~~emerging issues affecting matters impacting~~ families and young children within the Knox municipality throughout the appointed term of the Committee.

#### **2. OBJECTIVES**

The objectives of the Committee will be to:

1. Provide advice and recommendations to Council on the implementation of the Key Life Stages (early years) focus areas as incorporated in the Key Life Stages Plan 2017-2021.
2. The advice and recommendations in relation to this plan will include:
  - a. Agreed priorities; and
  - b. The ongoing outcomes and achievements of the Key Life Stages Plan (early years) focus areas.
  - c. Effective communication and consultation strategies to facilitate engagement with the community and other key stakeholders on the development and implementation of the Key Life Stages Plan (early years) focus areas.
3. Provide advice to Council on ~~emerging issues affecting matters impacting~~ families and children and the related services within the Knox community;
4. Identify emerging key research, policy and legislative issues that might impact on the implementation of the Key Life Stages Plan 2017-2021.
5. Consider advice and information made available through other Council advisory and community consultation processes related to families and children and/or local early year's services.

Many of the eight Community and Council goals are life stage-related and have informed the implementation plan. In particular Goals 6 and 7 – ‘*We are happy, healthy and well*’ and ‘*We are inclusive, feel a sense of belonging and value our identity*’ – respectively, are particularly relevant to key life stages cohorts and have strongly influenced the Implementation Plan.

Advisory Committees when established under this policy will be aligned to one of the following groups:

- Life Stages Group
- Sustainable Development Group
- Inclusive, Active and Creative Community Groups
- Grants Evaluation Group

Whilst the individual committees will meet at the designated times within its terms of reference each ‘group’ will meet once annually, this will generally be between October to December each year. A designated Directorate will be responsible for coordinating group meetings. The purpose of these meetings will be to:

- Provide feedback to group on priorities for individual committees;
- Update group of progress of key issues; and
- Identify synergies between groups and links to progressing the Community and Council Plan.

In addition to group meetings, all committees will be provided with an opportunity to meet together annually. The ‘annual advisory committee’ sessions will generally be held between April or May each year and will be co-ordinated by the Governance team. The purpose of these meetings will be to:

- Report on progress by Council against Community and Council Plan;
- Provide overview of industry trends and Council priorities for the upcoming year;
- Consider synergies and opportunities for sharing information and collaboration; and
- Deliver training to support committees.

### **3. MEMBERSHIP, PERIOD OF MEMBERSHIP AND METHOD OF APPOINTMENT**

The Early Years Advisory Committee shall comprise the following:

- Two (2) Councillors, appointed annually by Council.
- A maximum of six (6) community members representing diverse perspectives and experience.
- A maximum of four (4) industry members (including any relevant government/community agency representatives)

#### **3.1 Selection and Recruitment of Community and Professional Industry Representative Members**

The process to appoint community and professional members will involve a comprehensive campaign including an advertisement in local newspapers, advertisement on Council’s internet site and information distribution through local networks and other established committees. Applicants must complete an application via an expression of interest process.

Eligible community members may include individual residents and/or representatives of Knox focused organisations who have an interest in, and understanding of issues impacting families and children and are not directly employed by Knox City Council.

Eligible professional members would include people with specialist knowledge and experience of the early years' service system, other levels of government and professional practice and/or research, who can represent a Knox focused organisation who have an interest in, and understand the issues impacting families and children and who are not directly employed by Knox City Council.

The approach and method for appointing representatives will include the following:

- Community and professional/ industry members will be selected by a panel comprising a Councillor and 2 Council Officers from the relevant service unit;
- The method of appointment will be via an expression of interest process;
- Members will be appointed for a two year term;
- All members will be eligible to re-apply for appointment, however continuous membership for longer than four years will not be considered;
- Council will be responsible for appointing all Councillor, community and professional/industry representative members; and
- Casual vacancies which occur due to community members being unable to complete the full term of their appointments may be filled by co-opting suitable candidates from a previous selection process for the remainder of the previous incumbents' terms. The selection panel will make a recommendation to the CEO, who will have the authority to appoint the recommended candidate to the committee for the remainder of the previous incumbent's term.

Professional/industry representatives unable to attend a committee meeting are able to nominate a proxy or alternate member from the organisation they represent. Any proxy attendance should be notified to Council's nominated officer at least 24 hours prior to the meeting. It is expected the appointed professional/industry representative will provide an appropriate briefing of the committee purpose and objectives and relevant meeting notes to enable active participation and contribution of the proxy representation to the meeting.

The committee may invite observers to meetings from time to time. This is at the discretion of the committee.

Guests may also be invited to attend and participate at meetings, this would generally be for a specific purpose and/or specified period of time. This is at the discretion of the committee.

[All elected representatives who are Council volunteers and community members are required to undertake prescribed Child Safe Training and any other training required by Council within their term on an Advisory Committee.](#)

### **Commitment from Members**

- To provide consistent representation.
- To attend meetings as required.
- To carry out specified tasks as designated.

### **3.2 Councillors**

Council will appoint Councillor representation annually.

Unless otherwise appointed to the committee by Council, the Mayor is, by virtue of the Office, an ex officio member of the Committee. It is important that whilst the Mayor may not chair these meetings, appropriate recognition should be given to the presence of the Mayor if in attendance.

The role of Councillors is to participate in the meetings, listen to community and stakeholder views and keep the Council informed, through reports on committees by Councillors at Council meetings, on issues of community interest being considered at meetings.

### **3.3 Council Officers**

Council officers will be nominated to support the committee by the CEO as required to provide advice and administrative support to the committee.

## **4. DELEGATED AUTHORITY AND DECISION MAKING**

The committee acts in an advisory capacity only and has no delegated authority to make decisions on behalf of Council.

## **5. MEETING PROCEDURES**

The Early Years Advisory Committee will meet on a bi-monthly basis and an annual schedule of meetings will be agreed upon at the first meeting of the committee in each year. The committee will also participate in the 6 monthly Group Meetings and the annual advisory committee forum.

The committee is not required to give public notice of its meetings and its meetings are not open to the public. At the commencement of each financial year the committee will develop a work plan for the upcoming year. This will generally be aligned with the Community and Council Plan. The committee may also highlight any emerging issues which will also be documented. For efficiency purposes the business of the committee throughout the ensuing year should align with the work plan and list of emerging issues.

Meetings will follow standard meeting procedure protocols, which are in summary:

- Commence on time and conclude by the stated completion time;
- Be scheduled and confirmed in advance with all relevant papers distributed (as appropriate) to each member;
- Encourage fair and reasonable discussion, participation and respect for each other's views;
- Focus on the relevant issues at hand; and
- Provide advice to Council as far as possible on a consensus basis.

## **6. CHAIR**

The position of Chairperson shall be held by a Councillor and shall be reviewed annually immediately following Councillor appointments to committees. The position of Chairperson is to be agreed upon between Councillors. When this cannot be achieved, the Mayor of the day shall determine the Chair.

If the Chairperson is not present at a meeting, any other Councillor who has been appointed to the Committee shall be appointed Chairperson. In the absence of any other Councillor representative/s, a staff member appointed by the relevant Director may Chair the meeting.

## **7. AGENDAS AND MEETING NOTES**

Agendas and meeting notes must be prepared for each meeting.

The Agenda must be provided to members of the committee not less than 4 days before the time fixed for the holding of the meeting.

The Chairperson must arrange for meeting notes of each meeting of the committee to be kept.

The meeting notes of a Council Committee must:

- (a) contain details of the proceedings and recommendations made;
- (b) be clearly expressed;
- (c) be self-explanatory; and
- (d) incorporate relevant reports or a summary of the relevant reports considered by the Committee.

Draft meeting notes must be:

- (a) submitted to the Committee Chairperson for confirmation within 7 days of the meeting;
- (b) distributed to all Committee Members following confirmation from the Chairperson and within 14 days of the meeting; and
- (c) submitted to the next meeting of the Committee for information.

Agendas and notes from meetings are not required to be made available to the public.

## **8. VOTING**

As this is an advisory committee, voting on issues is not required. Any recommendations will generally be developed through consensus. Where a matter cannot be agreed the differing opinions should be clearly expressed in the notes of the meeting.

## **9. CONFLICT AND INTEREST PROVISIONS**

In performing the role of the Early Years Advisory Committee member, a person must:

- Act with integrity;
- Impartially exercise his or her responsibilities in the interests of the local community;
- Not improperly seek to confer an advantage or disadvantage on any person;
- Treat all persons with respect and have due regard to the opinions, beliefs, rights and responsibilities of other persons;
- Commit to regular attendance at meetings; and

- Not make improper use of information acquired because of their position or release information that the member knows, or should reasonably know, is confidential information.

Meetings of the Advisory Committee may potentially form an Assembly of Councillors. Councillors and officers are required to comply with the conflict of interest provisions as set down in the Act.

Where a meeting is identified as an Assembly of Councillors, staff must follow the designated procedure.

Where a community member has a conflict of interest or perceived conflict of interest in relation to a matter before the committee, the community member must disclose the matter to the group before the matter is considered or discussed. Disclosure must include the nature of the interest and be recorded in the meeting notes. It will be at the discretion of the Chairperson if the community member remains or leaves the room whilst the matter is discussed, and this must also be recorded in the notes of the meeting.

All members of the Early Years Advisory Committee shall participate in training on the Conduct and Interest provisions which will be run a minimum of annually by the Governance team.

## **10. REPORTING**

The Committee will prepare a formal report on an annual basis in line with their stated objectives. The report must be adopted by the committee and should directly reflect the objectives and the performance measures of the committee as set out in the Terms of Reference. Once adopted by the committee the report will be presented to Council.

## **11. ADMINISTRATION SUPPORT**

Administration support will be provided by the Community Services Directorate.

## **12. CONTACT WITH THE MEDIA**

Contact with the Media by Advisory Committee members will be conducted in accordance with the Councillor and Staff Media Policies. Community members should defer any media enquiries to the Chairperson in the first instance and should take care not to respond as a representative of the Committee.

## **13. REVIEW DATE**

The Early Years Advisory Committee will sunset after 3 years. If the committee continues to have a relevant function, a report must be presented to Council prior to this date that includes a review of the committee's Terms of Reference and seeking endorsement from Council to continue act in an advisory capacity.

## **14. MEAL**

The provision of refreshments during the course of a committee meeting will be provided in accordance with the Meals and Beverages for Council Committees Policy.



# Terms of Reference

## Early Years Advisory Committee

Directorate:	Community Services		
Approval by:	Council	Responsible Officer:	Manager Family and Children's Services
Approval Date:		Committee Group:	Life Stages
Review Date:	3 Years from Meeting Date		

### 1. Purpose

The purpose of the Early Years Advisory Committee (EYAC) is to provide advice to Council on the implementation of the Key Life Stages Plan 2017-2021 and matters impacting families and young children within the Knox municipality throughout the appointed term of the Committee.

### 2. Objectives

The objectives of the Committee will be to:

- Provide advice and recommendations to Council on the implementation of the Key Life Stages (early years) focus areas as incorporated in the Key Life Stages Plan 2017-2021.
- The advice and recommendations in relation to this plan will include:
  - Agreed priorities; and
  - The ongoing outcomes and achievements of the Key Life Stages Plan (early years) focus areas.
  - Effective communication and consultation strategies to facilitate engagement with the community and other key stakeholders on the development and implementation of the Key Life Stages Plan (early years) focus areas.
- Provide advice to Council on matters impacting families and children and the related services within the Knox community;
- Identify emerging key research, policy and legislative issues that might impact on the implementation of the Key Life Stages Plan 2017-2021.
- Consider advice and information made available through other Council advisory and community consultation processes related to families and children and/or local early years services.

Many of the eight Community and Council goals are life stage-related and have informed the implementation plan. In particular Goals 6 and 7 – 'We are happy, healthy and well' and 'We are inclusive, feel a sense of belonging and value our identity' – respectively, are particularly relevant to key life stages cohorts and have strongly influenced the Implementation Plan.

Advisory Committees when established under this policy will be aligned to one of the following groups:

- Life Stages Group



- Sustainable Development Group
- Inclusive, Active and Creative Community Groups
- Grants Evaluation Group

Whilst the individual committees will meet at the designated times within its terms of reference each 'group' will meet once annually, this will generally be between October to December each year. A designated Directorate will be responsible for coordinating group meetings. The purpose of these meetings will be to:

- Provide feedback to group on priorities for individual committees;
- Update group of progress of key issues; and
- Identify synergies between groups and links to progressing the Community and Council Plan.

In addition to group meetings, all committees will be provided with an opportunity to meet together annually. The 'annual advisory committee' sessions will generally be held between April or May each year and will be coordinated by the Governance team. The purpose of these meetings will be to:

- Report on progress by Council against Community and Council Plan;
- Provide overview of industry trends and Council priorities for the upcoming year;
- Consider synergies and opportunities for sharing information and collaboration; and
- Deliver training to support committees.

### 3. Membership, Period of Membership and Method of Appointment

The Early Years Advisory Committee shall comprise the following:

- Two Councillors, appointed annually by Council.
- A maximum of six community members representing diverse perspectives and experience.
- A maximum of four industry members (including any relevant government/community agency representatives)

#### 3.1 Selection and Recruitment of Community and Professional Industry Representative Members

The process to appoint community and professional members will involve a comprehensive campaign including an advertisement in local newspapers, advertisement on Council's internet site and information distribution through local networks and other established committees. Applicants must complete an application via an expression of interest process.

Eligible community members may include individual residents and/or representatives of Knox focused organisations who have an interest in, and understanding of issues impacting families and children and are not directly employed by Knox City Council.

Eligible professional members would include people with specialist knowledge and experience of the early years' service system, other levels of government and professional practice and/or research, who can represent a Knox focused organisation who have an interest in, and understand the issues impacting families and children and who are not directly employed by Knox City Council.

The approach and method for appointing representatives will include the following:

- Community and professional/ industry members will be selected by a panel comprising a Councillor and 2 Council Officers from the relevant service unit;
- The method of appointment will be via an expression of interest process;
- Members will be appointed for a two year term;
- All members will be eligible to re-apply for appointment, however continuous membership for longer than four years will not be considered;



- Council will be responsible for appointing all Councillor, community and professional/industry representative members; and
- Casual vacancies which occur due to community members being unable to complete the full term of their appointments may be filled by co-opting suitable candidates from a previous selection process for the remainder of the previous incumbents' terms. The selection panel will make a recommendation to the CEO, who will have the authority to appoint the recommended candidate to the committee for the remainder of the previous incumbent's term.

Professional/industry representatives unable to attend a committee meeting are able to nominate a proxy or alternate member from the organisation they represent. Any proxy attendance should be notified to Council's nominated officer at least 24 hours prior to the meeting. It is expected the appointed professional/ industry representative will provide an appropriate briefing of the committee purpose and objectives and relevant meeting notes to enable active participation and contribution of the proxy representation to the meeting.

The committee may invite observers to meetings from time to time. This is at the discretion of the committee.

Guests may also be invited to attend and participate at meetings, this would generally be for a specific purpose and/or specified period of time. This is at the discretion of the committee.

All elected representatives who are Council volunteers and community members are required to undertake prescribed Child Safe Training and any other training required by Council within their term on an Advisory Committee.

#### **Commitment from Members**

- To provide consistent representation.
- To attend meetings as required.
- To carry out specified tasks as designated.

### **3.2 Councillors**

Council will appoint Councillor representation annually.

Unless otherwise appointed to the committee by Council, the Mayor is, by virtue of the Office, an ex officio member of the Committee. It is important that whilst the Mayor may not chair these meetings, appropriate recognition should be given to the presence of the Mayor if in attendance.

The role of Councillors is to participate in the meetings, listen to community and stakeholder views and keep the Council informed, through reports on committees by Councillors at Council meetings, on issues of community interest being considered at meetings.

### **3.3 Council Officers**

Council officers will be nominated to support the committee by the CEO as required to provide advice and administrative support to the committee.

## **4. Delegated Authority and Decision Making**

The committee acts in an advisory capacity only and has no delegated authority to make decisions on behalf of Council.

## **5. Meeting Procedures**

The Early Years Advisory Committee will meet on a bi-monthly basis and an annual schedule of meetings will be agreed upon at the first meeting of the committee in each year. The committee will also participate in the six monthly Group Meetings and the annual advisory committee forum.



The committee is not required to give public notice of its meetings and its meetings are not open to the public. At the commencement of each financial year the committee will develop a work plan for the upcoming year. This will generally be aligned with the Community and Council Plan. The committee may also highlight any emerging issues which will also be documented. For efficiency purposes the business of the committee throughout the ensuing year should align with the work plan and list of emerging issues.

Meetings will follow standard meeting procedure protocols, which are in summary:

- Commence on time and conclude by the stated completion time;
- Be scheduled and confirmed in advance with all relevant papers distributed (as appropriate) to each member;
- Encourage fair and reasonable discussion, participation and respect for each other's views;
- Focus on the relevant issues at hand; and
- Provide advice to Council as far as possible on a consensus basis.

## 6. Chair

The position of Chairperson shall be held by a Councillor and shall be reviewed annually immediately following Councillor appointments to committees. The position of Chairperson is to be agreed upon between Councillors. When this cannot be achieved, the Mayor of the day shall determine the Chair.

If the Chairperson is not present at a meeting, any other Councillor who has been appointed to the Committee shall be appointed Chairperson. In the absence of any other Councillor representative/s, a staff member appointed by the relevant Director may Chair the meeting.

## 7. Agendas and Meeting Notes

Agendas and Meeting Not Agendas and meeting notes must be prepared for each meeting.

The Agenda must be provided to members of the committee not less than 4 days before the time fixed for the holding of the meeting.

The Chairperson must arrange for meeting notes of each meeting of the committee to be kept.

The meeting notes of a Council Committee must:

- (a) contain details of the proceedings and recommendations made;
- (b) be clearly expressed;
- (c) be self-explanatory; and
- (d) incorporate relevant reports or a summary of the relevant reports considered by the Committee.

Draft meeting notes must be:

- (a) submitted to the Committee Chairperson for confirmation within 7 days of the meeting;
- (b) distributed to all Committee Members following confirmation from the Chairperson and within 14 days of the meeting; and
- (c) submitted to the next meeting of the Committee for information.

Agendas and notes from meetings are not required to be made available to the public.

## 8. Voting

As this is an advisory committee, voting on issues is not required. Any recommendations will generally be developed through consensus. Where a matter cannot be agreed the differing opinions should be clearly expressed in the notes of the meeting.

## 9. Conflict and Interest Provisions

In performing the role of the Early Years Advisory Committee member, a person must:

- Act with integrity;
- Impartially exercise his or her responsibilities in the interests of the local community;
- Not improperly seek to confer an advantage or disadvantage on any person;
- Treat all persons with respect and have due regard to the opinions, beliefs, rights and responsibilities of other persons;
- Commit to regular attendance at meetings; and
- Not make improper use of information acquired because of their position or release information that the member knows, or should reasonably know, is confidential information.

Meetings of the Advisory Committee may potentially form an Assembly of Councillors. Councillors and officers are required to comply with the conflict of interest provisions as set down in the Act.

Where a meeting is identified as an Assembly of Councillors, staff must follow the designated procedure.

Where a community member has a conflict of interest or perceived conflict of interest in relation to a matter before the committee, the community member must disclose the matter to the group before the matter is considered or discussed. Disclosure must include the nature of the interest and be recorded in the meeting notes. It will be at the discretion of the Chairperson if the community member remains or leaves the room whilst the matter is discussed, and this must also be recorded in the notes of the meeting.

All members of the Early Years Advisory Committee shall participate in training on the Conduct and Interest provisions which will be run a minimum of annually by the Governance team.

## 10. Reporting

The Committee will prepare a formal report on an annual basis in line with their stated objectives. The report must be adopted by the committee and should directly reflect the objectives and the performance measures of the committee as set out in the Terms of Reference. Once adopted by the committee the report will be presented to Council.

## 11. Administration Support

Administration support will be provided by the Community Services Directorate.

## 12. Contact with the Media

Contact with the Media by Advisory Committee members will be conducted in accordance with the Councillor and Staff Media Policies. Community members should defer any media enquiries to the Chairperson in the first instance and should take care not to respond as a representative of the Committee.

## 13. Review Date

The Early Years Advisory Committee will sunset after 3 years. If the committee continues to have a relevant function, a report must be presented to Council prior to this date that includes a review of the committee's Terms of Reference and seeking endorsement from Council to continue act in an advisory capacity.

## 14. Meal

The provision of refreshments during the course of a committee meeting will be provided in accordance with the Meals and Beverages for Council Committees Policy.

5 Motions for Which Notice has Previously Been Given

6 Supplementary Items

7 Urgent Business

7.1 Urgent Business

7.2 Call Up Items

8 Confidential Items