



AGENDA

FOR COMMUNITY WELLBEING AND SPORT COMMITTEE MEETING TO BE HELD ON

**19 OCTOBER 2021 AT CONCLUSION OF INNOVATION AND BUSINESS
DEVELOPMENT COMMITTEE**

**IN LITTLE PARA CONFERENCE ROOMS, SALISBURY COMMUNITY HUB,
34 CHURCH STREET, SALISBURY**

MEMBERS

Cr A Duncan (Chair)
Mayor G Aldridge (ex officio)
Cr B Brug
Deputy Mayor, Cr C Buchanan (Deputy Chair)
Cr D Hood
Cr P Jensen
Cr S Ouk
Cr J Woodman

REQUIRED STAFF

Chief Executive Officer, Mr J Harry
General Manager Community Development, Mrs A Pokoney Cramey
General Manager Business Excellence, Mr C Mansueto
Manager Governance, Mr R Deco
Team Leader Corporate Governance, Mr B Kahland
Governance Support Officer, Ms K Boyd

APOLOGIES

LEAVE OF ABSENCE

PRESENTATION OF MINUTES

Presentation of the Minutes of the Community Wellbeing and Sport Committee Meeting held on 21 September 2021.

Presentation of the Minutes of the Confidential Community Wellbeing and Sport Committee Meeting held on 21 September 2021.

REPORTS

Administration

5.0.1	Future Reports for the Community Wellbeing and Sport Committee.....	9
-------	---	---

For Decision

5.1.1	Review of the Community Recreational Facilities Signage Policy	13
5.1.2	Review of the Community Recreational Facilities Sponsorship Policy.....	25
5.1.3	State Emergency Services Community Sandbag Pod Proposal	33
5.1.4	Community Grants Program Applications for October 2021	45
5.1.5	Bridgestone Athletics Centre Update - Licence Agreements.....	163
5.1.6	Age Friendly Strategy 2022-2027	297

OTHER BUSINESS

CLOSE



**MINUTES OF COMMUNITY WELLBEING AND SPORT COMMITTEE MEETING
HELD IN LITTLE PARA CONFERENCE ROOMS, SALISBURY COMMUNITY HUB,
34 CHURCH STREET, SALISBURY ON**

21 SEPTEMBER 2021

MEMBERS PRESENT

Cr A Duncan (Chair)
Cr B Brug (*via MS Teams*)
Deputy Mayor, Cr C Buchanan (Deputy Chair)
Cr D Hood
Cr P Jensen

STAFF

Chief Executive Officer, Mr J Harry
General Manager City Infrastructure, Mr J Devine
General Manager Community Development, Mrs A Pokoney Cramey
Manager Governance, Mr R Deco
Manager Sport Recreation and Community Planning, Mr A Hamilton
Team Leader Corporate Governance, Mr B Kahland
Team Leader Council Governance, Ms J Rowett

The meeting commenced at 7:52 pm

The Chair welcomed the members, staff and the gallery to the meeting.

APOLOGIES

Apologies were received from Mayor G Aldridge and Cr S Ouk.

LEAVE OF ABSENCE

Nil

PRESENTATION OF MINUTES

Moved Cr P Jensen
Seconded Cr D Hood

The Minutes of the Community Wellbeing and Sport Committee Meeting held on 17 August 2021, be taken as read and confirmed.

CARRIED

REPORTS

Administration

5.0.1 Future Reports for the Community Wellbeing and Sport Committee

Moved Cr P Jensen
Seconded Cr D Hood

That Council:

1. Notes the report.

With leave of the meeting and consent of the seconder, Cr P Jensen
VARIED the MOTION as follows:

That Council:

1. Notes the report.
2. That the report on the Upgrade to Current Sporting and Recreational Facilities (i.e. Parafield Gardens Recreation Centre) (12.1 24/06/2019), Indoor Sporting Facilities report (2.5.1 24/02/2020), the Regional Indoor Sporting Facilities report (June 2020) and the Place Activation Strategy – Community Facilities report (1.1.2 27/7/20) be merged into one report and reported to Council by February 2022.

CARRIED

5.0.2 Community Wellbeing & Sport Project Update Report

Moved Cr A Duncan
Seconded Cr D Hood

That Council:

1. Notes the Report.

CARRIED

5.0.3 Intercultural Strategic Plan 2020/2021 Annual Report

Moved Cr C Buchanan
Seconded Cr P Jensen

That Council:

1. Notes the report.

CARRIED

For Decision

5.1.1 Community Grants Program Applications for September 2021

Moved Cr D Hood
Seconded Cr P Jensen

That Council:

1. Notes the report.

CARRIED

5.1.2 25/2021: Salisbury East Neighbourhood Centre

Moved Cr A Duncan
Seconded Cr P Jensen

1. In accordance with delegated powers set out in the adopted Terms of Reference, the Community Wellbeing and Sport Committee assessed and allocated funding for the September 2021 round of Community Grants as follows:

Grant No. 25/2021: Salisbury East Neighbourhood Centre be awarded the amount of **\$5,000** to assist with the cost of **reupholstering of chairs and purchase of photocopier and binder** for ongoing use by the club, as outlined in the Community Grant Application.

CARRIED

5.1.3 26/2021: Salisbury United Soccer Club Inc - Community Grants Program Application

Moved Cr C Buchanan
Seconded Cr D Hood

1. In accordance with delegated powers set out in the adopted Terms of Reference, the Community Wellbeing and Sport Committee assessed and allocated funding for the September 2021 round of Community Grants as follows:

Grant No. 26/2021: Salisbury United Soccer Club Inc be awarded the amount of **\$2,000** to assist with the purchase of a **Defibrillator** for ongoing use by the club, as outlined in the Community Grant Application.

CARRIED

5.1.4 27/2021: McYess & Pinnacle College Ltd - Community Grants Program Application

Moved Cr C Buchanan
Seconded Cr A Duncan

That Council:

1. Notes the report.
2. Notes that Application 27/2021: McYess & Pinnacle College Ltd Application is deemed ineligible for Community Grants Program funding in accordance with section 8.2 and 10.7.1 of the Guidelines and Eligibility Criteria.

CARRIED

5.1.5 Place Activation Strategy Formal Recreation - Female Friendly Changerooms

Moved Cr C Buchanan
Seconded Cr D Hood

That Council:

1. Approves the inclusion of additional information into the Place Activation Strategy – Formal Recreation (Community Wellbeing and Sport Committee 18/05/2021, Item No. 5.1.3), as it pertains to ‘female friendly’ change rooms:
 - a. Unisex change rooms: at all levels of classification (local, district, regional) in the Place Activation Strategy – Formal Recreation preferred sporting facility guidelines should consider the following design principles to ensure ‘female friendly’ or gender-neutral participation opportunities:
 - i. No open showers (individual lockable cubicles)
 - ii. No urinals in change rooms (individual lockable toilet cubicles)

-
- iii. Assure privacy by limiting the direct line of sights into change rooms and amenities area
 - iv. Appropriately located hygiene disposal points
 - v. Where possible, vanity/shelving at hand basin for personal items and power points for hair dryers.

CARRIED

For Information

5.2.1 Report on Year 1 of implementation of the Ability Inclusion Strategic Plan 2020 - 2024

Moved Cr C Buchanan
Seconded Cr B Brug

That Council:

1. Notes the report on the first year of implementation of the Ability Inclusion Strategic Plan 2020 – 2024
2. Notes the data in this report will be used to complete the annual report to the Chief Executive of the SA Department of Human Services provided for in the SA Disability Inclusion Act 2018.

CARRIED

OTHER BUSINESS

Nil

CONFIDENTIAL ITEMS

5.4.1 Salisbury Aquatic Centre

Moved Cr P Jensen
Seconded Cr D Hood

Pursuant to section 83(5) of the *Local Government Act 1999* the Chief Executive Officer has indicated that, if Council so determines, this matter may be considered in confidence under Part 3 of the *Local Government Act 1999* on grounds that:

1. *Pursuant to Section 90(2) and (3)(b)(i) and (b)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:*
 - *it relates to information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and*
 - *information the disclosure of which would, on balance, be contrary to the public interest.*
2. *In weighing up the factors related to disclosure,*
 - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
 - *Non-disclosure of the matter and discussion of this item in confidence would protect the confidential information relating to potential commercial negotiations regarding the project and on balance would protect the interest of the public.*

*On that basis the public's interest is best served by not disclosing the **Salisbury Aquatic Centre** item and discussion at this point in time.*
3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance and Mr Michael Richardson from BRM Advisory, be excluded from attendance at the meeting for this Agenda Item.*

CARRIED

The meeting moved into confidence at 8:28 pm

The meeting moved out of confidence and closed at 8:45 pm

CHAIR.....

DATE.....

ITEM	5.0.1
	COMMUNITY WELLBEING AND SPORT COMMITTEE
DATE	19 October 2021
HEADING	Future Reports for the Community Wellbeing and Sport Committee
AUTHOR	Michelle Woods, Projects Officer Governance, CEO and Governance
CITY PLAN LINKS	4.2 We deliver quality outcomes that meet the needs of our community
SUMMARY	This item details reports to be presented to the Community Wellbeing and Sport Committee as a result of a previous Council resolution. If reports have been deferred to a subsequent month, this will be indicated, along with a reason for the deferral.

RECOMMENDATIONThat Council:

1. Notes the report.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 Historically, a list of resolutions requiring a future report to Council has been presented to each committee for noting.

2. CONSULTATION / COMMUNICATION

- 2.1 Internal
 - 2.1.1 Report authors and General Managers.
- 2.2 External
 - 2.2.1 Nil.

3. REPORT

3.1 The table below outlines the reports to be presented to the Community Wellbeing and Sport Committee as a result of a Council resolution.

Meeting Item	- Heading and Resolution	Officer
24/06/2019 12.1 Due:	Motion without Notice: Upgrades to Current Sporting Facilities That staff provide a report for costings for upgrades to our current major sporting centres, excluding Ingle Farm Recreation Centre, to support our community over the coming 40+ years. February 2022	Andrew Hamilton
28/01/2020 1.1.2 Due:	Bridgestone Athletics Centre – Management Model Options A Council managed approach for Bridgestone Athletics Centre for an initial period up to three (3) years, subject to annual review through the Works and Services Committee. April 2022	Andrew Hamilton
24/02/2020 2.5.1 Due:	Indoor Sporting Facilities 1. A further report be brought back to the Works and Services Committee upon completion of the condition and fit for purpose audit, patron feedback surveys, and the Sport and Recreation Infrastructure Plan being developed by the Office for Recreation, Sport and Racing. February 2022	Andrew Hamilton
27/07/2020 1.1.2 Due:	Place Activation Strategy – Community Facilities 2. Staff prepare a further report to the Asset Management Sub-Committee regarding a condition and fit for purpose audit of Council owned community facilities with consideration to the hierarchy. February 2022	Jo Cooper
27/07/2020 2.0.2-AMSC2 Due: Deferred to: Reason:	Place Activation Strategy Update – Linkages 2. Council notes that a report on the Linkages category of PAS will be presented to the Sub Committee in coming months for consideration. November 2021 February 2022 Further analysis is being undertaken to ensure the framework is consistent with Council's long-term financial plan.	David Boothway

21/12/2020 2.4.1	Operating Savings Initiatives – Library Services Council has previously resolved this resolution to be confidential.	Jo Cooper
Due:	August 2022	
27/09/2021	Future Reports for the Community Wellbeing and Sport Committee	Andrew Hamilton / Jo Cooper
5.0.1	2. That the report on the Upgrade to Current Sporting and Recreational Facilities (i.e. Parafield Gardens Recreation Centre) (12.1 24/06/2019), Indoor Sporting Facilities report (2.5.1 24/02/2020), the Regional Indoor Sporting Facilities report (June 2020) and the Place Activation Strategy – Community Facilities report (1.1.2 27/7/20) be merged into one report and reported to Council by February 2022	
Due:	February 2022	

4. CONCLUSION / PROPOSAL

- 4.1 Future reports for the Community Wellbeing and Sport Committee have been reviewed and are presented to Council for noting.

ITEM	5.1.1
	COMMUNITY WELLBEING AND SPORT COMMITTEE
DATE	19 October 2021
HEADING	Review of the Community Recreational Facilities Signage Policy
PREV REFS	Governance and Compliance Committee 3.1.4 21/06/2021
AUTHOR	Lavinia Morcoase, Senior Property Officer, City Infrastructure
CITY PLAN LINKS	<p>2.3 Our community, environment and infrastructure are adaptive to a changing climate</p> <p>4.2 We deliver quality outcomes that meet the needs of our community</p> <p>4.5 We engage meaningfully and our community is aware of Council initiatives</p>
SUMMARY	This report presents the Community Recreation Facilities Signage Policy to Council for consideration and endorsement. The Policy has been reviewed by the Policy Owner in consultation with relevant stakeholders and some changes to the existing Policy are proposed.

RECOMMENDATIONThat Council:

1. Notes the report.
2. Adopts the Community Recreation Facilities Signage Policy as set out in Attachment 1 to this report (Governance and Compliance 19/10/2021, Item No. 5.1.1).

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Attachment 1 - Proposed Community Recreation Facilities Signage Policy, incorporating tracked changes

1. BACKGROUND

- 1.1 Council's Policy Framework provides for Council Policies to be reviewed within 12 months of a general election and thereafter every two years.
- 1.2 This Policy was last reviewed and endorsed by Council in March 2019 and is now due again for review.
- 1.3 A report was presented to the Governance and Compliance Committee on 21 June 2021 seeking endorsement of the existing Policy.

1.4 At its meeting held on 28 June 2021, Council resolved as follows:

- “2. The staff undertake consultation with all lease holders of recreation facilities on the proposed Recreation Facilities Signage Policy as set out in Attachment 1 to this report (Governance and Compliance 21/06/2021, Item No. 3.1.4).
3. Following consultation, the Recreation Facilities Signage Policy be brought back via the Community Wellbeing and Sport Committee for endorsement for Council adoption, within 3 months.”

Resolution Number 0993/2021

2. CONSULTATION / COMMUNICATION

2.1 Internal

- 2.1.1 Manager Property and Buildings as Policy Owner
- 2.1.2 Manager Sport Recreation & Community Planning
- 2.1.3 Manager Field Services
- 2.1.4 Various staff across City Infrastructure, City Development and Community and Organisational Development

2.2 External

- 2.2.1 Consultation with all lease holders of recreational facilities on Council or Community-owned land has occurred to allow relevant stakeholders the opportunity to provide input into this Policy.

3. REPORT

- 3.1 The Community Recreation Facilities Signage Policy (Signage Policy) has been reviewed by the Policy Owner.
- 3.2 Further to Council’s resolution resulting from its meeting held on 28 June 2021, Council staff consulted with all lease holders of Council-owned community and sporting facilities, allowing lease holders the opportunity to provide feedback on this Policy. Copies of the proposed Policy were emailed to the committee representatives and feedback was requested to be provided within three and a half weeks from the date of the email. Reminders were sent on two occasions prior to the closure of the feedback period, encouraging all representatives to have their say. All feedback received was acknowledged and incorporated into the subsequent review of this Policy.
- 3.3 Proposed amendments to this Policy resulting from this feedback have been incorporated into the Policy as outlined in Attachment 1 to this report.

- 3.4 Feedback was also received on the matters outlined in the table below. Upon consideration, the following recommendations are made:

<i>Feedback or request for amendment to Policy</i>	<i>Recommended position on the feedback or request for amendment</i>
Request for Policy to be amended to acknowledge Honorary Contributors to the club, whether living or deceased	<p>This request is supported and the conditions under which such signs are to be approved should fall in line with the Signage Policy.</p> <p>Any request for Naming Rights to honour a Contributor should be assessed in line with the provisions for Naming Rights which are outlined in the Community Facilities Sponsorship Policy.</p>
Request to install signage on reserve perimeter fencing	<p>It is recommended that this request not be supported.</p> <p>Signage on perimeter fencing facing roads is a potential distraction which may have negative impacts on traffic flow.</p> <p>Council owned land should not be used for advertising to a demographic not necessarily associated with the activity undertaken at the facility, which may provide undue commercial advantage to some businesses or those sporting clubs that have external perimeter fencing.</p> <p>Any signage on perimeter fencing between a Council owned property and a private landowner may result in damage to the fence that Council may be required to cover the cost of.</p>
Request to define references to fast food consumption and advertising	Provision already exists within the existing Policy regarding advertising of fast food and the consumption of fast food.
Request to install signage at each public facing entrance	<p>It is recommended that this request remain in line with the existing Policy – that is, a single information sign at the main entry that complies with this Signage Policy.</p> <p>Any requests for additional signage are to be submitted and assessed in line with this Signage Policy and may be approved if deemed appropriate on a case by case basis.</p>
Request for signage to include reference to “mobile digital signage”	Reference to mobile digital or trailer mounted signs and the means by which an application for such signs is to be assessed has been incorporated into the attached Policy.

<i>Feedback or request for amendment to Policy</i>	<i>Recommended position on the feedback or request for amendment</i>
Request to remove reference to limiting the display of signage to the “Playing Season” only	This request is supported and an amendment is proposed in the attached Policy, taking into consideration the needs of facilities which cater to multiple users.

- 3.5 All feedback received by the stakeholders have been factored in the review of this Policy, considering existing policies, procedures and relevant legislation. Fairness and equity across all clubs, together with the safety and wellbeing of the general community have been factored into the recommendations resulting from this review.
- 3.6 All queries have or will be addressed with stakeholders on an individual basis.
- 3.7 This report seeks Council’s endorsement of these proposed changes.

4. CONCLUSION / PROPOSAL

- 4.1 The Community Recreation Facilities Signage Policy has been reviewed in consultation with relevant stakeholders and all lease holders of recreational facilities on Council owned land.
- 4.2 This Policy, together with proposed changes as contained via tracked changes within Attachment 1, is recommended for Council endorsement.



Community Recreation Facilities Signage Policy

Policy Type:	Policy		
Approved By:	Council	Decision No:	1901/2013, 0300/2015, 1723/2017, 0117/2019
Approval Date:	23 September 2013	Last Reapproval Date:	25 March 2019 TBA
Review Date:	March 2021 June 2021	Internal Reference No.:	
Department:	City Infrastructure	Division:	Property and Buildings
Function:	16 - Property Management	Responsible Officer:	Manager, Property and Buildings

A - PREAMBLE

1. The City of Salisbury provides significant recreation infrastructure including community buildings and sports surfaces which are made available to clubs and associations via various use arrangements to enable the provision of sport to the Salisbury community.
2. Council receives requests from occupants of these facilities for the installation of signage pertaining to club information and/or sponsorship acknowledgement. It is important that any signs installed are of a professional standard and complement the City of Salisbury's branding.
3. While appropriate signage can provide a valuable community information service, the City's community recreation facilities and their surrounding areas are extremely important to the community and the amount and type of signage installed needs to be carefully considered to ensure that it does not negatively impact on the safety and amenity of these facilities.
4. Clubs may use signs to raise the profile of that club, promote club activities and to acknowledge sponsors [or honour valuable contributors to the Club.](#)
5. It is recognised that a particular location may reach a saturation point and it would then be appropriate to consider limitations or a moratorium of future signage installations at a facility.

B - SCOPE

1. This Policy is applicable to the installation of temporary and permanent signage that provides club information and/or acknowledgement of club sponsors on Council owned community recreation facilities within the City of Salisbury. All such signage will be required to conform to this Policy.

2. This Policy relates to all Council owned and managed community recreation facilities on reserves which includes clubrooms, other buildings and reserve infrastructure.
3. This Policy replaces any previous approval or process in regard to the installation of signage on these facilities and all existing signage must comply with this Policy.
4. Any alterations to or replacement of an existing sign must comply with this Policy. Clubs will be provided with a period of one year from receiving this advice, to ensure that all existing displayed signage complies with the conditions outlined in this Policy.
5. This Policy does not extend to regulatory signs, reserve name signs or any other signs installed and maintained by the City of Salisbury.

C – POLICY PURPOSE/OBJECTIVES

1. This Policy will provide the guidance for the approval of requests for community recreation facilities signage to ensure a consistent decision making approach and specifies the standards for construction, maintenance and when required the removal of this signage.
2. This Policy will be implemented in conjunction with the City's Development Plan the Planning and Development and Infrastructure Act and related Planning and Design Code, Club Fee Policy, Community Recreation Sponsorship Policy and all relevant clauses of the occupant's leasing agreement with Council, and any other policy that it may be relevant to.
3. It is further noted that the installation of some signage may need planning and/or building approval.

D - DEFINITIONS

1. Community recreation facility means any building and/or reserve and associated infrastructure owned by City of Salisbury used by a sporting/community club or association for the provision of recreation or sport for the community of Salisbury.
2. Occupant – means any group or association that has a leasing agreement in place with the City of Salisbury over this infrastructure either via a lease or licence agreement.
3. Shared Occupancy – means that where occupancy of the community recreation facility is shared or if there are any approved sub leases.
4. Head lease – means the sporting club/association that has a leasing agreement in place for the facility with the City of Salisbury.
5. Leasing agreement – means any lease or licence agreement enacted by the City of Salisbury to enable the occupation of a community recreation facility.
6. Reserve perimeter fencing - fencing that delineates the reserve boundary from an adjoining property or road.
7. Signage means any permanent or temporary board, notice, structure, banner or similar device.
 - a. Club information signage means any signs erected by a club used to convey information about that club to the public.
 - b. Sponsor acknowledgment signage means advertising and promotional signs where a business provides funds, resources or services to a club in return for advertising or promotional signage.
 - b-c. Honorary acknowledgement signage means any signs honouring any living or deceased person who has made a significant contribution to the club and/or local community

E - POLICY STATEMENT

1. Club information and/or sponsor acknowledgement signage will be permitted on Council's community recreation facilities when it conforms to the criteria set out in this Policy.
2. Signage cannot be installed on the following:
 - roofs of any building;
 - City of Salisbury reserve name signs and reserve perimeter fencing;
 - safety rails;
 - public toilets;
 - retaining walls and fences that are sited alongside or above retaining walls;
 - cricket practice nets;
 - reserve seating; and
 - bollards.
3. Signage may be installed with permission on the following:
 - clubrooms and grandstands;
 - playing field fencing;
 - coaches' boxes and player shelters;
 - sheds or other storage areas;
 - score boards; and
 - court fencing.
4. Occupants must seek approval prior to installing any form of signage on/at a Council owned community recreation facility to ensure that the proposed signage meets the conditions outlined in this Policy.
5. Council reserves the right to arrange the removal of any signage at any time should it not meet the conditions outlined in this Policy and reserves the right to recover costs.
6. Sponsors acknowledgement signage must comply with the Community Recreation Facilities Sponsorship Policy.
- 6.7. Any requests for mobile digital or trailer mounted signs are subject to Council By-Laws, requirements set out by the Department of Infrastructure and Transport, the Road Traffic Act 1961, Development Act 1993, Development Regulations 2008 and any other legislation that may apply. Requests for mobile digital or trailer mounted signs are to be referred to Council's Planning division for Development Approval in line with these provisions.

Approval process

1. Applications for signage must be submitted to the Manager, Property and Buildings and contain the following information:
 - the location of the proposed sign;
 - manufacturing materials of the sign;
 - dimensions and height above ground level of the proposed sign; and
 - graphic design of the sign including logos, colour, wording and lettering style of the proposed sign; and
 - the means and method by which the signage is proposed to be installed.
2. Approval to install signage will be granted providing:
 - the request is made by the current occupant of the community recreation facility for which the application is being made;

- the request complies with all relevant Council policies;
 - the proposed signage does not have adverse impacts in relation to amenity and public safety;
 - all relevant planning permits are obtained;
 - the proposed signage meets the criteria outlined; and
 - signage is consistent with Council's direction.
3. Where there is shared occupancy an agreement to install the signage must be reached between all occupants and confirmation of this agreement must be provided in writing by the head lease holder as part of the application.
 4. Approval will be ~~granted for the club's playing season only (i.e. a six or twelve month period commencing from the first day of the sporting club's season) and will be limited to the term of the occupant's leasing agreement for the facility.~~ In the event that the facility caters to multiple users, signage approval is limited to the tenure period of each user.
 5. Approval to display the signage outside of the club's playing season may be granted:
 - if an agreement is reached between all the occupants of the facility; and
 - the occupant ensures that all signage remains covered by its own insurance policy outside of the club's playing season.
 6. Planning approval is a separate process and if required, and granted does not mean full approval has been given for the signage installation.
 7. Approval will be given in writing by staff from the Property and Buildings Division where applications are submitted for consideration.
 8. Council will respond in writing to all signage requests within 30 days of receipt. Additional time may be required to process applications that require planning or building approval.
 9. The full cost of processing applications that require planning or building approval will be borne by the applicant.

Conditions

1. The full cost of installation, preparation, maintenance and removal of all signage is to be borne by the applicant.
2. Should damage to a Council asset occur as a result of the installation, maintenance or removal of any signage, the occupant will be charged the full cost of any rectification works required.
3. Signage must not contain direct product advertisements for tobacco products and gambling, promote any form of adult entertainment or the consumption of alcohol and fast food. Such signage must comply with Council's Community Recreation Facilities Sponsorship Policy.
4. Signage ~~should~~ must comply with the ~~Principles of Development Control specified specifications and requirements as outlined in the Salisbury Development Plan~~ Planning and Design Code.
5. Sponsors acknowledgement signage ~~should~~ must comply with the relevant codes and standards of the Advertising Standards Bureau including the National Advertisers Code for the Advertising and Marketing Communications to Children.
6. Information on the signage must be to the satisfaction of Council in regard to the message being presented. A reasonable person should not find the message offensive or discriminatory.
7. Council reserves the right to remove or disallow any signage it deems likely to contravene

~~this policy or be in breach of any other Council Policy or By-Law, inappropriate.~~

8. The occupant must ensure that all signage is covered by its own insurance policy, to the level prescribed by the City of Salisbury leasing agreements.

Temporary signs

1. Temporary signs outside of a building must meet the following criteria:
 - a. be securely anchored using weights or using non-permanent means to a permanent structure in a manner that does not result in damage to that structure;
 - b. be removed and stored at the end of the scheduled days activities; and
 - c. be located so as not to impede pedestrian movements along designated paths.
2. Council will not be held liable for the theft of temporary materials, or for any damage to those materials, injury to persons or damage to property caused due to improper fastening of those materials.

Building name signs

1. A single sign identifying the tenant(s) and their logos will be permitted to be affixed to the exterior of the main club building and located near the main entrance of the clubroom. Any requests for additional signage must be submitted to the Manager Property & Buildings for review and formal approval.

Signs on Buildings

1. Signage must not be painted directly onto the walls or the roof of any facility, building or structure on the reserve.
2. Sponsor acknowledgement signage will be permitted to be installed on buildings provided they comply with the guidelines outlined in the Salisbury Development Plan Planning and Design Code in relation to the size and location of the sign(s).

Signs on reserves and reserve infrastructure

1. Signage placed on field fencing must:
 - a. not cover more than 75% of the perimeter of the fence;
 - b. not cover any gates or access points and must be oriented towards the playing field;
 - c. not extend above or below the fence;
 - d. be consistent with all other existing signage; and
 - e. have the reverse side same colour as all other signage (e.g. a galvanised metal or painted mid to dark grey).
2. Signage placed on coaches' boxes and player shelters will be permitted provided it:
 - a. does not protrude from the width or depth of the surface on which it is fixed.
3. Signage placed on scoreboards will be permitted provided it:
 - a. does not distract from the main purpose of the structure;
 - b. does not protrude from the width or depth of the surface on which it is fixed.
4. Signage placed on court fencing is limited to two signs per court being no greater than 3m² per sign.
5. An engineering assessment may be requested for signage attached to court fencing. Where required, the full cost of any assessment is to be borne by the applicant.

Installation requirements

1. All signage must:
 - a. be securely fixed or displayed such that the possibility of injury to any person or damage to any Council asset is avoided;
 - b. not have sharp or exposed edges;
 - c. have all fixing (i.e. nails and screws) are to be recessed or countersunk; and
 - d. be professionally produced to a high standard.
2. Free standing signs may only be considered where:
 - a. there is no field fencing
 - b. it is less than 3m²; and
 - c. relevant building permits have been obtained (if required).
3. An engineering assessment may be required for freestanding signage and signage attached to court fencing and practice nets. The full cost of any assessment is to be borne by the applicant.

Maintenance

1. Occupants under the current leasing agreements with the City of Salisbury are expected to maintain all signage in an acceptable and safe condition at all times and at their cost. This includes the immediate removal of graffiti, damaged and broken signs.

Removal of Signage

1. Occupants are required to remove all their signage within seven days of the end of the sporting club's season or licensing agreement.
2. Signage deemed by Council to be dangerous to users or members of the public may be removed immediately by Council without prior notice and at the cost of the occupant.
3. The relevant Council officer(s) will enter into discussions with the occupant to be satisfied of safety issues prior to authorising the reinstallation of the signs. Council officer(s) will, where practicable, provide photographic evidence of the sign's condition prior to it being removed.
4. Council reserves the right to arrange the removal of any signage at any time should the occupant not meet the conditions outlined in this Policy. Signage that does not comply with the relevant planning provisions may be subject to enforcement.
5. Unless a safety concern exists or the occupant has a track record of regularly breaching this Policy, the occupant will [be provided](#) with a period of no more than 14 days to remedy any non-compliance.
6. Any costs associated with the removal or reinstallation of signage will be charged to the occupant.
7. Council cannot and will not be held liable for any claim made by an aggrieved sponsor where signage considered by Council to be in breach of this Policy has been removed.

Existing Signage

1. Occupants are expected to meet the conditions outlined in this Policy for all signage installed ~~after the date of adoption.~~

2. ~~Following the date of adoption,~~ Council will conduct ~~a signage audit~~regular inspections of all community recreation facilities and advise occupants where examples of non-conforming signage exist. Clubs will be provided with a period of one year from receiving this advice, to ensure ~~that -all~~ existing club signage complies with the conditions outlined in this Policy.
3. After one year, Council will commence removing any existing signage that does not meet the conditions outlined in this Policy.
4. Existing signage may be removed immediately by Council where the signage is deemed by Council to be dangerous or a planning permit is required and has not been obtained. Any costs associated with the removal or re-installation of existing advertising signage will be borne by the occupant.

F - LEGISLATION

1. [Development Act 1993](#) / Planning, Development and Infrastructure Act 2016
2. [Salisbury Development Plan](#) [Planning and Design Code](#)

G - REFERENCES

1. Advertising Standards Bureau
2. Australian Association of National Advertisers Code for Advertising & Marketing Communications to Children

H - ASSOCIATED PROCEDURES

1. Community Recreation Facilities Sponsorship Policy
2. City of Salisbury Corporate Image Style

Document Control

Document ID	Community Recreation Facilities Signage Policy
Prepared by	Karen Pepe
Release	4.00
Document Status	Endorsed
Date Printed	

ITEM	5.1.2
	COMMUNITY WELLBEING AND SPORT COMMITTEE
DATE	19 October 2021
PREV REFS	Governance and Compliance Committee 3.1.3 21/06/2021
HEADING	Review of the Community Recreational Facilities Sponsorship Policy
AUTHOR	Lavinia Morcoase, Senior Property Officer, City Infrastructure
CITY PLAN LINKS	<p>2.3 Our community, environment and infrastructure are adaptive to a changing climate</p> <p>4.2 We deliver quality outcomes that meet the needs of our community</p> <p>4.5 We engage meaningfully and our community is aware of Council initiatives</p>
SUMMARY	This report presents the Community Recreation Facilities Sponsorship Policy to Council for consideration and endorsement. The Policy has been reviewed by the Policy Owner in consultation with relevant stakeholders and some changes to the existing Policy are proposed.

RECOMMENDATION

That Council:

1. Notes the report.
2. Adopts the Community Recreation Facilities Sponsorship Policy as set out in Attachment 1 to this report (Governance and Compliance 19/10/2021, Item No. 5.1.2).

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Attachment 1 - Proposed Community Recreation Facilities Sponsorship Policy, incorporating tracked changes

1. BACKGROUND

- 1.1 Council's Policy Framework provides for Council Policies to be reviewed within 12 months of a general election and thereafter every two years.
- 1.2 This Policy was last endorsed by Council in March 2019 and is now due again for review.
- 1.3 A report was presented to the Governance and Compliance Committee on 21 June 2021 seeking endorsement of the existing Policy.

1.4 At its meeting held on 28 June 2021, Council resolved as follows:

2. *The staff undertake consultation with all lease holders of recreation facilities on the proposed Recreation Facilities Sponsorship Policy as set out in Attachment 1 to this report (Governance and Compliance 21/06/2021, Item No. 3.1.3).*
3. *Following consultation, the Recreation Facilities Sponsorship Policy be brought back via the Community Wellbeing and Sport Committee for endorsement for Council adoption, within 3 months.*

Resolution Number 0992/2021

2. CONSULTATION / COMMUNICATION

2.1 Internal

- 2.1.1 Manager Property and Buildings as Policy Owner
- 2.1.2 Manager Sport Recreation & Community Planning
- 2.1.3 Manager Field Services
- 2.1.4 Various staff across City Infrastructure, City Development and Community and Organisational Development

2.2 External

- 2.2.1 Consultation with all lease holders of recreational facilities has occurred to allow relevant stakeholders the opportunity to provide input into this Policy.

3. REPORT

- 3.1 The Community Recreation Facilities Sponsorship Policy has been reviewed by the Policy Owner.
- 3.2 Further to Council's resolution resulting from its meeting held on 28 June 2021, Council staff consulted with all lease holders of Council-owned community and sporting facilities which this policy relates to, allowing them the opportunity to provide feedback on this Policy. Copies of the proposed Policy were emailed to the committee representatives of these tenants, and feedback was requested to be provided within three and a half weeks from the date of the email. Reminders were sent on two occasions prior to the closure of the feedback period, encouraging all representatives to have their say. All feedback received was acknowledged and incorporated into the subsequent review of this Policy.
- 3.3 Proposed amendments to this Policy resulting from this feedback have been incorporated into the Policy and are outlined via tracked changes in Attachment 1 to this report.

- 3.4 Feedback was also received on the matters outlined in the table below. Upon consideration, the following recommendations are made

<i>Feedback or request for amendment to Policy</i>	<i>Recommended position on the feedback or request for amendment</i>
Request to install signs for Honorary Acknowledgement of significant contribution made by living or deceased members	Provision already exists within the existing policy to allow for an application for Naming Rights of sports grounds. Any request for signage outside of this should be considered in line with the Community Recreation Facilities Signage Policy.
Request to install sponsorship signage on reserve perimeter fencing	It is recommended that this request not be supported. Signage on perimeter fencing facing roads is a potential distraction which may have negative impacts on traffic flow. Council -owned land should not be used for advertising to a demographic not necessarily associated with the activity undertaken at the facility, which may provide undue commercial advantage to some businesses or those sporting clubs that have external perimeter fencing. Any signage on perimeter fencing between a Council or Community-owned property and a private landowner may result in damage to the fence that Council may be required to cover the cost of.
Request to define references to fast food consumption and advertising	Provision already exists within the existing Policy regarding advertising of fast food and the consumption of fast food.
Request to install Naming Rights signs at each public facing entrance	It is recommended that this request remain in line with the existing Policy – that is, a single information sign that complies with the Community Recreation Facilities Signage Policy be installed. Any requests for additional signage are to be assessed in accordance with the Signage Policy.
Request for removal of the obligation to disclose “documented sponsorship agreement” as part of the application process	It is recommended that this request not be supported. Disclosure of this information will ensure that the terms and conditions negotiated in exchange for the sponsorship make no representation of a commitment by Council or on behalf of Council to which Council has not agreed.

- 3.5 All feedback received by the stakeholders has been considered in the review of this Policy, considering existing policies, procedures and relevant legislation. Fairness and equity across all clubs, together with the safety and wellbeing of the general community have been factored into the recommendations.
- 3.6 All queries have or will be addressed with stakeholders on an individual basis.
- 3.7 This report seeks Council's endorsement of these proposed changes.

4. CONCLUSION / PROPOSAL

- 4.1 The Community Recreation Facilities Sponsorship Policy has been reviewed in consultation with relevant stakeholders and all lease holders of recreational facilities on Council -owned land.
- 4.2 This Policy, together with proposed changes as contained via tracked changes within Attachment 1, is recommended for Council endorsement.



Community Recreation Facilities Sponsorship Policy

Policy Type:	Policy		
Approved By:	Council	Decision No:	1901/2013, 2015/0301, 2017/1722, 0117/2019
Approval Date:	23 September 2013	Last Reapproval Date:	25 March 2019 TBA
Review Date:	March 2023 2024	Internal Reference No.:	1901
Department:	City Infrastructure	Division:	Property and Building Services
Function:	16 - Property Management	Responsible Officer:	Manager, Property and Buildings

A - PREAMBLE

1. The City of Salisbury owns and maintains a large number of community recreation facilities. These facilities are public assets that are accessed by a broad cross section of the community.
2. Sponsorship provides sporting clubs with an important source of income that can support the delivery of recreation and sport that benefit the local community.
3. It is important that any messages associated with sponsorship are considerate of all people who access those facilities, are age and culturally appropriate and are consistent with the values and integrity of the City of Salisbury.
4. It is important for clubs to document the terms of sponsorship to define limitations and expectations of all parties, particularly in relation to sponsor signage.
5. This Policy provides guidance to clubs that have leasing arrangements in place with the City of Salisbury for community recreation facilities that wish to enter into sponsorship agreements that may involve requests to display signage in or on buildings, on reserves or reserve infrastructure.

B - SCOPE

1. ~~This~~The purpose of this Policy is to define the principles for accepting and granting of sponsorship proposals and relates to signage on community recreation facilities that are leased by Council to external parties such as sporting clubs.
2. This policy does not apply where acknowledgement is limited to uniforms and newsletters and any other means by which Council has no interest or influence.

C – POLICY PURPOSE/OBJECTIVES

1. The Community Recreation Facilities Sponsorship Policy provides a framework to clubs that wish to seek sponsorship.
2. Any form of sponsorship that involves sponsor acknowledgement signage will be subject to assessment under the Community Recreation Facilities Signage Policy.

3. Sponsor acknowledgement signage ~~within-in or on the building, on reserves or reserve infrastructure~~ the building will be covered by this Policy.

D - DEFINITIONS

1. Community recreation facility - means any buildings and / or reserve and associated infrastructure owned by City of Salisbury that are used primarily for structured sport and recreation activities by a club that may have a lease, license or any other executed use agreement with Council.
2. Consumption of fast food/alcohol – means any display of messages or imagery that depicts people consuming these products. This does not mean display of a business, brand, or product name or logo.
3. Naming rights - means the exclusive right for an organisation to name/brand a facility, event or program (usually subject to approval by the other party) and for the name/brand to be reflected on formal signage and communications.
4. Political messages – means the display of any message that endorses a political party, ideal, position or opinion on any topic.
5. Regional facility – is defined as those sporting facilities that have the capacity to attract or benefit people from across and beyond the council boundaries. These facilities are often large in size, high quality, unique, in high profile locations with good public transport links, and cater for high level activities.
6. Sponsorship - means any agreement where a business provides funds, resources or services to a club in return for some rights that may help the business. Sponsorship ~~is-may~~ not be philanthropic as a sponsor ~~expects-is likely to expect~~ to receive a reciprocal benefit beyond a modest acknowledgement.

E - POLICY STATEMENT

1. Council supports sporting clubs seeking sponsorship which includes the development of sponsorship packages and advertising arrangements. The full costs of obtaining and managing sponsors is to be borne by the club.
2. Council owned facilities ~~should-must~~ not be used to promote the following:
 - a. direct product advertisements of tobacco products or gambling;
 - b. any form of adult entertainment;
 - c. consumption of alcohol products or fast food; and
 - d. political messages.
3. Any sponsors messages displayed at Council owned facilities must be to the satisfaction of Council. A reasonable person should not find the message offensive or discriminatory.
4. Council reserves the right to disallow any requests to display messages it deems ~~inappropriate~~ likely to contravene this policy or be in breach of any other Council Policy or By-Law.
5. The club must ensure that all signage is covered by its own insurance policy, to the level prescribed in the club's licence / lease agreement.

Sponsor Acknowledgement

1. Applications for the installation and display of sponsor acknowledgment signage must be addressed to the Manager, Property and Buildings and include the following information:
 - a. documented sponsorship agreement; and

b. graphics, design and materials specifications; and

b-c. the means or method by which the signage is to be erected or installed.

2. Sponsors signage affixed to a sponsor's board or mounted in a non-permanent fashion (eg.g. a rail) is allowed to be displayed inside buildings providing that the signage complies with the criteria above. Permission to display such signage is not required.
3. Consistent with the terms and conditions of Council's standard leases, any structural alterations to buildings and reserve infrastructure requires the written approval of Council.
4. All other requests for signage must comply with the Community Recreation Facilities Signage Policy.

Existing Sponsorship

1. Clubs are expected to meet the conditions outlined in this Policy for all displayed sponsorship installed after the date of adoption~~endorsement of this Policy~~.
- 1.2. ~~Following the date of adoption,~~ Council staff will conduct an audit~~regular inspections~~ of all sport and recreation facilities and advise clubs where examples of non-conforming sponsorship exist.
- 2.3. Clubs will be provided with a period of one year from receiving this advice, to ensure that all existing displayed sponsorship complies with the conditions outlined in this Policy.
- 3.4. After one year, Council may commence removing any displayed sponsorship signage that does not meet the conditions outlined in this Policy.

Naming Rights

1. Applications for naming rights will be considered under the following conditions:
 - the facility is classified as 'Regional';
 - the naming rights are limited to sports grounds only (i.e. ovals, pitches, fields, playing area or surface) and not the entire reserve, building or any associated reserve infrastructure;
 - the term of the sponsorship (i.e. naming) agreement is limited to the term of the club's licence / lease agreement over the sports ground;
 - the proposed name of the sports ground is not in any way offensive or discriminatory; and
 - the sports ground is only referred to the 'sponsored name' in club, association, competition or league promotions and marketing.
2. Sporting reserve naming rights remain vested with the City of Salisbury as facility owner and manager.
3. Council names for the reserve, buildings and other reserve infrastructure will prevail in public documents e.g. Council reports, engineering / road plans, directories, websites etc.
4. A copy of the proposed naming rights sponsorship agreement is to be submitted as part of the approval process.
5. Not all applications for naming rights will be approved.
6. Upon approval, the club will be permitted to install a single information sign that complies with the Community Recreation Facilities Signage Policy.

G-F - REFERENCES

1. Advertising Standards Bureau
2. Australian Association of National Advertisers Code for Advertising & Marketing Communications to Children

H-C - ASSOCIATED PROCEDURES

1. Community Recreation Facilities Signage Policy
2. City of Salisbury Corporate Image Style

Document Control

Document ID	Sport and Recreation Facilities Sponsorship Policy
Prepared by	Karen Pepe
Release	4.00
Document Status	Endorsed
Date Printed	

ITEM	5.1.3
	COMMUNITY WELLBEING AND SPORT COMMITTEE
DATE	19 October 2021
HEADING	State Emergency Services Community Sandbag Pod Proposal
AUTHOR	Lee Kightley, Emergency Management Project Coordinator, CEO and Governance
CITY PLAN LINKS	1.5 Our community is resilient and adaptive to change 2.3 Our community, environment and infrastructure are adaptive to a changing climate

SUMMARY In July 2021, Executive responded to a request from the Tea Tree Gully State Emergency Service (TTG SES) to locate Community Sandbag Pods at Council Facilities within the Electorate of Makin to improve the community's resilience and preparedness for storms and minor flooding. Six locations were approved. It is proposed for this program to be expanded across the city. This report seeks approval for the installation of pods at an additional four locations across the city.

RECOMMENDATION

That Council:

1. Approves the purchase and installation of four community sandbag pods at the following Council sites:
 - a. Salisbury East Neighbourhood Centre, Salisbury East
 - b. Bridgestone Reserve, Salisbury South
 - c. Kurna Park Wetlands, Burton
 - d. St Kilda Community Hall, St Kilda
2. Approves the purchase of four pods, sandbags and installation of the pods at a cost of approximately \$6,000.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Sandbag fact sheet
2. Sandbag Joint Operating Guideline

1. BACKGROUND

- 1.1 In June 2021 Tea Tree Gully State Emergency Service (TTG SES) Unit Manager Travis Devine received a federal grant to install 10 community sandbag pods within the Federal Electorate Division of Makin.

- 1.2 TTG SES approached City of Salisbury seeking permission to install these Pods at suitable Council facilities that;
 - 1.2.1 Are located within the Federal seat of Makin
 - 1.2.2 Are accessible and visible to the community
 - 1.2.3 Are centrally located near known minor flooding 'hot spots'
 - 1.2.4 Provide a degree of security either by the provision of CCTV, appropriate lighting or public visibility.
- 1.3 Six suitable locations were suggested:
 - 1.3.1 Mobara Park, Mawson Lakes Boulevard, Mawson Lakes
 - 1.3.2 Daniel Avenue Reserve, Ryans Road, Globe Derby Park
 - 1.3.3 Para Hills Community Hub, Wilkinson Road, Para Hills
 - 1.3.4 Ingle Farm Library, Beovich Road, Ingle Farm
 - 1.3.5 Pooraka Farm Community Centre, 126 Henderson Avenue, Pooraka
 - 1.3.6 Andrew Smith Drive Reserve, Parafield Gardens
- 1.4 Installation of these pods has commenced in August 2021.
- 1.5 This report is seeking to expand this program to support the broader community.

2. CONSULTATION / COMMUNICATION

- 2.1 Internal
 - 2.1.1 Consultation has occurred with Field Services and Community Capacity and Learning Divisions.
- 2.2 External
 - 2.2.1 Consultation has occurred with TTG SES Unit Manager, and Lauren Monteleone, Emergency Management Advisor, City of Tea Tree Gully.

3. REPORT

- 3.1 TTG SES received a federal grant to install 10 community sandbag pods within the Federal Electorate Division of Makin. Council staff identified six suitable locations for installation.
- 3.2 These pods are being installed in publicly accessible areas and are free for the community to utilize, to prevent minor flooding of homes, with the aim of reducing the number of flood related callouts for the SES and Council, and to improve the resilience of the community to natural hazards.
- 3.3 Each pod is stocked with 80 bundles of 10 sandbags (800 total), plastic forticon sheeting and an instruction card for use, produced and branded by the SES. Please refer to Attachment 2 for a copy of the instruction card.
- 3.4 Consultation with Council staff determined the best location for the Pods, based on the following criteria
 - 3.4.1 Security / lighting – to prevent theft or vandalism;
 - 3.4.2 Accessibility/visibility for the community;
 - 3.4.3 Central to areas identified as known minor flooding hot spots



- 3.5 Executive approved the installation at six locations, and it is now proposed to expand this program to support the broader community.
- 3.6 In response, Council staff have identified an additional four locations for the installation of the pods, providing coverage for the broader community, including:
 - 3.6.1 Salisbury East Neighbourhood Centre, Salisbury East
 - 3.6.2 Bridgestone Reserve, Salisbury South
 - 3.6.3 Kaurna Park Wetlands, Burton
 - 3.6.4 St Kilda Community Hall, St Kilda
- 3.7 This will provide 10 sandbag pods installed throughout the City of Salisbury, all of which are accessible to our community.
- 3.8 Council will work with local SES units to arrange the purchase, supply and installation of the pods at the above locations.
- 3.9 Re-stocking and maintenance will be the responsibility of the SES unit as part of their normal business operations. Inspections will be carried out every 4-6 weeks at the SES discretion.
- 3.10 The pods are large yellow steel tool boxes approximately 1175 x 755 x 850 mm in size, and will be fixed in place to prevent theft.
- 3.11 Council will work in coordination with the SES around communication and marketing of the initiative in accordance with the terms of the original grant funding proposal.
- 3.12 Supply of sand for filling of sandbags in preparation of flood events will be the responsibility of the SES under pre-existing arrangements. It is recommended that Council pre-identify suitable sites for sand to be delivered in consultation with the SES, and in accordance with the Local Government Functional Support Group (LGFSG) Community Sandbag Facilities Joint Operating Guidelines (refer to Attachment 2 of this report for a copy of the Joint Operating Guideline). These sand dumps do not need to be in the same location as the sandbag pods; however, there are benefits in co-locating.
- 3.13 The risks with this proposal include theft and vandalism of the pods, which has occurred previously with different style pods installed outside the TTG and Noarlunga SES units. The pods selected by the TTG SES are a steel box construction and will be bolted to concrete pad to reduce the likelihood of theft. Installation in well-lit areas, if possible with CCTV coverage, may reduce the risk of vandalism.
- 3.14 The installation of these pods and Council's involvement in the initiative will assist in building both our community engagement and awareness around the key hazards our community face, and in turn improve the community's resilience to natural hazards and disasters. Both of which link to key activities within Council's Emergency Management Plan 2021-2024, adopted by Council on 27 April 2021.

4. CONCLUSION / PROPOSAL

- 4.1 This report seeks Council's approval to purchase and install four Community Sandbag Pods at the below locations:
 - 4.1.1 Salisbury East Neighbourhood Centre, Salisbury East
 - 4.1.2 Bridgestone Reserve, Salisbury South
 - 4.1.3 Kaurna Park Wetlands, Burton
 - 4.1.4 St Kilda Community Hall, St Kilda
- 4.2 Approval is sought for the purchase of four pods, sandbags and installation of the pods at a cost of approximately \$6,000. Funding is to come from existing operational budgets.

SOUTH AUSTRALIAN STATE EMERGENCY SERVICE FACT SHEET

How to sandbag your home

Sandbags placed in appropriate locations in and around your home can help minimise the impact of flooding.



While they will not stop the water completely, sandbags can help reduce the amount of water entering your home and damaging your property if they are used correctly.

While filling and laying sandbags is a straightforward process, filled sandbags can weigh between 15-20 kilograms so you may need at least two people to lay them safely.

You can buy sandbags from many hardware, landscaping or garden supply stores. Plastic shopping bags, grain and animal fodder bags may also be used in an emergency in place of sandbags.



Before a major storm or flood, the SES may make sandbags available from locations in your local area.

These locations, and the times they are open to the public, will be promoted by the SES through the media, SES social media channels (including Facebook and Twitter), and the SES website www.ses.sa.gov.au.






How to fill a sandbag

- Sand is the best option to fill the sandbags. Use garden soil if sand is not readily available.
- ✗ Do not overfill sandbags.
- ✗ Do not tie the top of the bag.
- ✓ Only fill sandbags two-thirds full. This allows the sand to shift about inside the bag, lie flat, and mould to fill in any gaps.
- **Working safely should be your priority.**
Do not try to lift a sandbag that is too heavy for you. Wear work gloves as well as goggles or safety glasses to prevent sand blowing into your eyes.

Volunteer NOW by calling 1300 364 587 or visit ses.sa.gov.au/volunteer

www.ses.sa.gov.au
 @SA_SES
  @SASStateEmergencyService

SOUTH AUSTRALIAN STATE EMERGENCY SERVICE FACT SHEET

How to sandbag your home

Where do I place the sandbags?

- Place sandbags over all wastewater drains, including toilets, showers and sinks, to prevent greywater entering your home. Wrapping these sandbags in a plastic bag before using them this way is also a good idea.
- Air vents at the bottom of your home's external wall may also need sandbags. You can cover smaller vents with waterproof tape or plastic.



- Build a small sandbag wall across external doorways. This includes sliding doors and garage roller doors. The height of the sandbag wall will depend on the expected height of the floodwater; however, it is generally around two sandbag rows high.



How do I lay sandbags?

- Lay sandbags as you would lay bricks, offsetting the rows so the gaps between the sandbags are staggered. It is best to offset each row by half a sandbag (See diagram at right).
- Start at one end and work through to the other end.
- Tuck the flap under each sandbag and at the end of the row.
- Flattening the top of the sandbag wall before adding the next row will help you to build a more stable sandbag wall.




- If available, use plastic sheeting under the sandbags and continue it up the surface you are protecting to reduce water seepage.



Disposal of used sandbags

- Wear sturdy gloves and goggles when handling used sandbags, particularly if they have been exposed to floodwater, which is often contaminated with human and animal waste, chemicals and other contaminants.
- Open the sandbags and scatter the contents on to a garden bed, lawn or other external areas where it will not wash into stormwater drains or waterways such as rivers and creeks.
- Most sandbags, including those supplied and used by the SES, are biodegradable. Once emptied, they can safely be disposed of in your household rubbish or buried in the ground where they will break down over time.




Joint Operating Guideline					JOG - 02
Community Sandbag Facilities / Locations					
Version	1.0	Date of JOG	01/12/2019	Review Date	01/12/2020
Partner Agency	SA State Emergency Service				
Purpose	<p>The State Emergency Management Plan (SEMP) designates the State Emergency Service (SES) as the 'Control Agency' for flooding in South Australia. As part of the plan to mitigate the impacts of flooding, the SES is developing the concept of providing access to sandbags, and where available, sandbagging facilities to communities likely to be impacted by severe flooding. The intent is to have a number of designated 'Community Sandbag Locations' around the state and for the SES to inform the community of these locations when they are setup and operational prior to and during a flooding event.</p> <p>Local Government (Councils) are generally well placed to support their community and the SES via this initiative and MAY choose to establish one or more Community Sandbag Locations in their council area.</p> <p>The purpose of this JOG is to establish the essential criteria for designating a site as a Community Sandbag Location and to provide Councils with standard guidelines for the provision, coordination and operation of these facilities.</p> <p>The primary objective of this initiative is to ensure a coordinated approach between the SES and Local Government and to enable the SES to promptly issue information about Community Sandbag Locations to communities likely to be affected by flooding. As a result, providing maximum time for the community to prepare for imminent flooding.</p>				
Scope	<p>The concept of providing access to sandbags via Community Sandbag Locations is an initiative of the State Emergency Service (SES). Sites selected as Community Sandbag Locations are designated by the SES on a risk-based basis. A range of locations provided by a range of agencies may be designated by the SES as Community Sandbag Locations. As result, the fact that a council facility may be a designated site, does not mean that all councils will have a designated site.</p> <p>These guidelines are about the provision of designated Community Sandbag Locations and does not include sandbags or sandbagging facilities which may be provided by councils to residents in their area - for example sandbagging undertaken by council staff to protect known vulnerable residents/assets. Furthermore, these guidelines do not consider sandbagging of council owned/occupied properties (<i>ie: shared community owned assets such as civic centres, libraries etc</i>) by council staff.</p> <p>These guidelines are designed to operate based on a voluntary and cooperative environment between councils and the SES. The Guidelines do not apply in circumstances where a council is given a 'Directive' by the SES.</p>				

Key Principles	<p>Local Government (Councils) play a fundamental enabling role in emergency management due to their strong relationship with their local community networks and knowledge of known risks and locally available resources. Local Government (Councils) have responsibilities, in partnership with State Government Agencies, to contribute to the safety and wellbeing of their communities by participating in local emergency management arrangements.</p> <p>While Local Government (Councils) aim to operate within a voluntary and cooperative environment with the control agencies, councils have the right to refuse any request made by a control agency, based on the following limitations:</p> <ul style="list-style-type: none"> • Resource availability; • Risk & Safety Assessment carried out in relation to hazards or identified risks; • Other Community needs; • Other factors considered by the council. <p>Prior to nominating a site as a potential Community Sandbag Location, councils shall undertake a Risk Assessment on the site in accordance with their normal internal risk assessment processes.</p>
Details	<p>Within the scope of these Guidelines, councils may elect to provide one or more Community Sandbag Location within their area, based on the three 'Levels of Service' outlined below. All sites nominated by council require the approval of the SES prior to being designated as a Community Sandbag Location/s. Once nominated and designated, the level of service offered by a council forms the minimum level that will be available at all times. While additional assistance MAY be provided by the council during severe weather or flooding, this is not mandatory.</p> <p><u>Community Sandbag Location – Level 1 (CSBL-1):</u> <i>(this is the minimum level)</i></p> <p>CSBL-1 sites must have adequate public liability insurance, ample space for safe access and egress of community members (<i>without unduly restricting traffic</i>) and sufficient space for parking, filling and loading sandbags. Once established and operational, these sites will be available to the public on a 'self-help' basis. While the opening hours will be nominated by the council, the council may elect to have them attended by council staff during normal business hours only. Initial and ongoing sand and sandbags for these sites will be provided by the SES.</p> <p><u>Community Sandbag Location – Level 2 (CSBL-2):</u></p> <p>As a minimum, CSBL-1 services will be provided at these sites. In addition, council will supply the initial stock of sand and sand bags for this site. SES will be required to restock the sand and sandbags after initial stock is used. Council will attend and monitor these sites during normal business hours and advise the SES of stock requirements.</p> <p><u>Community Sandbag Location – Level 3 (CSBL-3):</u></p> <p>As a minimum, CSBL-1 & 2 services will be provided at these sites. A CSBL-3 site shall be designed to be able to provide the maximum level of service to the community. The type of services provided by the council may vary and there will be an individual service level agreed established between the council and the SES. For example, a council may elect to staff the site for a nominated period and may offer to assist the community to fill sandbags and/or may elect to supply all the sand and sandbags.</p>

Signage	The SES will supply a standard set of signs for each designated Community Sandbag Location. The signage will include instructions on the use and deployment of sandbags for the community. This signage may be permanently fixed or temporary.
Recording	<p>In the event that a council elects to nominate a site as a Community Sandbag Location, the location and the chosen level of service (<i>nominated by a Council</i>) will be communicated to the SES via the Local Government Functional Support Group (LGFSG) Coordinator and the details shall be maintained in the Local Government Emergency Management Resource Database.</p> <p>When severe weather is forecast, the SES will assess areas at risk and consider the availability of potential Community Sandbag Locations. The SES will contact the Local Government Functional Support Group (LGFSG) State Duty Officer to activate the required Community Sandbag Locations. The LGFSG State Duty Officer will utilise LG xMatters for this activation.</p> <p>Advice regarding Community Sandbag Locations will not be issued to the public in any form until first confirmed with the LGFSG State Duty Officer and the council/s concerned.</p> <p>LG Community Sandbag Location database will be maintained by the LGFSG and shared with councils and SES</p>
Definitions	<ul style="list-style-type: none"> • Control Agency - The agency who, for the time being, is responsible for overall Control of an emergency. The control agency for emergencies will be determined by legislation and/or as identified in the SEMP (see section 20(1)(a) of the Act). • Community Sandbag Location – A site nominated designated by the SES as a location where sandbags and sand will be available to members of the community. • Directive – A directive given by a Control Agency under either the <i>SA Emergency Management Act 2004</i>, or the <i>SA Fire and Emergency Services Act 2005</i>; • Level of Service – The level of service provided at a Community Sandbag Location (Level 1, 2 or 3).
Related Legislation and Documents	<ul style="list-style-type: none"> • <i>SA Emergency Management Act 2004</i>; • <i>SA Fire and Emergency Services Act 2005</i>; • SA State Emergency Management Plan (SEMP); • SA State Emergency Service – Flood Response Plan; • Local Government Functional Support Group (LGFSG) Plan.

Work Health and Safety	<p>Work health and safety legislation emphasises that everyone has responsibilities for their own safety in a work environment. However, it is important that everyone works together in a collaborative manner in response to an emergency. SES and council workers will work cooperatively to ensure that safety is at the front of everyone's mind. Both SES and council workers will:</p> <ul style="list-style-type: none"> ❖ promote the safe, efficient, effective and cooperative approach to emergencies; ❖ share information upon which both parties can make informed decisions regarding their risk assessments, plans and actions, and; ❖ actively promote these guidelines as a complement to the i-Responda Operating Platform, the relevant WH&S policies and the risk management approach to emergency management.
Review	<p>These guidelines will be reviewed annually to determine their effectiveness and include any updates or amendments as required. These guidelines will also be reviewed following any deployment/s of a Community Sandbag Locations, to capture any changes to technology or policy position.</p>
Appendices	<p>Appendix 1 – Signage Details</p> <p>Appendix 2 – Community Sandbag Location Checklist</p>

Approval	Local Government Functional Support Group (LGFSG)  Scott Loechel LGFSG Coordinator 5/12/2019	SA State Emergency Service (SES)  Dermot Barry Deputy Chief Officer 5/12/2019
-----------------	---	---

Appendix 1 – Signage Details

SOUTH AUSTRALIAN STATE EMERGENCY SERVICE

How to sandbag your home

Sandbags placed in appropriate locations in and around your home can help minimise the impact of flooding.

While they will not stop the water completely, sandbags can help reduce the amount of water entering your home and damaging your property if they are used correctly.

While filling and laying sandbags is a straightforward process, filled sandbags can weigh between 15-20 kilograms so you may need at least two people to lay them safely.

You can buy sandbags from many hardware, landscaping or garden supply stores. Plastic shopping bags, grain and animal fodder bags may also be used in an emergency in place of sandbags.

Before a major storm or flood, the SES may make sandbags available from locations in your local area.

These locations, and the times they are open to the public, will be promoted by the SES through the media, SES social media channels (including Facebook and Twitter), and the SES website www.ses.sa.gov.au.

How to fill a sandbag

- Sand is the best option to fill the sandbags. Use garden soil if sand is not readily available.
- Do not overfill sandbags.
- Do not tie the top of the bag.
- Only fill sandbags two-thirds full. This allows the sand to shift about inside the bag, lie flat, and mould to fill in any gaps.
- Working safely should be your priority.** Do not try to lift a sandbag that is too heavy for you. Wear work gloves as well as goggles or safety glasses to prevent sand blowing into your eyes.



Disposal of used sandbags

- Wear sturdy gloves and goggles when handling used sandbags, particularly if they have been exposed to floodwater, which is often contaminated with human and animal waste, chemicals and other contaminants.
- Open the sandbags and scatter the contents on to a garden bed, lawn or other external areas where it will not wash into stormwater drains or waterways such as rivers and creeks.
- Most sandbags, including those supplied and used by the SES, are biodegradable. Once emptied, they can safely be disposed of in your household rubbish or buried in the ground where they will break down over time.



Where do I place the sandbags?

- Place sandbags over all wastewater drains, including toilets, showers and sinks, to prevent greywater entering your home. Wrapping these sandbags in a plastic bag before using them this way is also a good idea.
- Air vents at the bottom of your home's external wall may also need sandbags. You can cover smaller vents with waterproof tape or plastic.
- Build a small sandbag wall across external doorways. This includes sliding doors and garage roller doors. The height of the sandbag wall will depend on the expected height of the floodwater, however, it is generally around two sandbag rows high.



How do I lay sandbags?

- Lay sandbags as you would lay bricks, offsetting the rows so the gaps between the sandbags are staggered. It is best to offset each row by half a sandbag (See diagram at right).
- Start at one end and work through to the other end.
- Tuck the flap under each sandbag and at the end of the row.
- Flattening the top of the sandbag wall before adding the next row will help you to build a more stable sandbag wall.
- If available, use plastic sheeting under the sandbags and continue it up the surface you are protecting to reduce water seepage.



Volunteer NOW by calling 1300 364 587 or visit ses.sa.gov.au/volunteer

www.ses.sa.gov.au
 @SA_SES
  @SASateEmergencyService




Appendix 2 – Community Sandbag Location Checklist

Community Sandbag Locations

Site Selection Checklist

Required:

- ☐ Adequate public liability insurance – to allow public access to the site.
- ☐ Suitable surface for vehicle and pedestrian traffic in wet conditions;
- ☐ Ample area of level ground for sand, equipment and room for people to fill and load bags (including space for heavy plant and equipment to access and dump sand);
- ☐ Sufficient parking space for multiple vehicles;
- ☐ Suitable traffic flow (access and egress) for vehicles, including those towing trailers;
- ☐ Not located in a flood prone area;
- ☐ No significant hazards identified.

Desirable:

- ☐ Ability to remain open 24/7;
- ☐ Adequate lighting for after-hours use;
- ☐ Secure (fenced / good visibility around the site);
- ☐ Undercover area (e.g. shed) to keep sand dry;
- ☐ Short distance from Council Depot / SES Unit for ease of establishing and checking site;
- ☐ Powered.

ITEM	5.1.4
	COMMUNITY WELLBEING AND SPORT COMMITTEE
DATE	19 October 2021
HEADING	Community Grants Program Applications for October 2021
AUTHOR	Sara Howley, PA to GM Community Development, Community Development
CITY PLAN LINKS	1.2 The health and wellbeing of our community is a priority 1.3 People are valued and they feel safe, included and connected 1.4 We are proud of our strengths, achievements and cultural diversity
SUMMARY	This report outlines the Community Grants Program Applications (grant applications) submitted for the October 2021 round.

RECOMMENDATION

That the Community Wellbeing and Sport Committee, in accordance with its delegated powers set out in the adopted Terms of Reference:

1. Approves funding for the October 2021 round of Community Grants as follows:
 - 1.1 Grant No. 29/2021: Globe Derby Pony Club Inc. be awarded the amount of **\$5,000** to assist with buying **dressage arena, jumping wings and poles equipment** for ongoing use as outlined in their Community Grant Application (Attachment 3).
 - 1.2 Grant No. 30/2021: Adelaide Tamil Association Inc. be awarded **\$5,000** to assist in purchasing **fireworks, decorations, traffic management, videography and a jumping castle** for their Deepavali Festival as outlined in their Community Grant Application (Attachment 4).
 - 1.3 Grant No. 31/2021: Group North Historical Wargames Society Inc. be awarded **\$2,000** to assist in purchasing a **defibrillator** for their clubroom as outlined in their Community Grant Application (Attachment 5).

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Community Grants Program - Guidelines & Eligibility Criteria
2. Grant No. 28/2021 - The Chapel of the Holy Family - Salisbury Mausoleum Grant Application
3. Grant No. 29/2021 - Globe Derby Pony Club Inc. Grant Application
4. Grant No. 30/2021 - Adelaide Tamil Association Inc. Grant Application
5. Grant No. 31/2021 - Group North Historical Wargames Society Inc. Grant Application
6. Further Information & Clarification received regarding Globe Derby Pony Club Inc. Grant Application
7. Globe Derby Pony Club Inc. Committee Minutes 28 September 2021
8. Request from Adelaide Tamil Association. Inc. to Amend Grant Funding Application

1. BACKGROUND

- 1.4 Four grant applications were received for the October 2021 round of Community Grants, of which three are submitted for consideration.
 - 1.4.1 Grant No. 29/2021: Globe Derby Pony Club Inc. have not received prior Community Grant Funding from the City of Salisbury (Council) prior to this application.
 - 1.4.2 Grant No. 30/2021: Adelaide Tamil Association Inc. has received prior Community Grant Funding from Council in November 2020 for the amount of \$5,000.00 to hold their annual Deepavali Festival. This event was postponed due to COVID until December 2020 and this grant was acquitted in July 2021.
 - 1.4.3 Grant No. 31/2021: Group North Historical Wargames Society Inc. have not received Community Grant Funding from Council prior to this application.
- 1.5 One application was received for the October 2021 round of Community Grants that was deemed ineligible and is listed below:
 - 1.5.1 Grant No. 28/2021: The Chapel of the Holy Family – Salisbury Mausoleum (Attachment 2).

2. REPORT

- 2.1 One application is deemed ineligible and presented for the October 2021 round of Community Grants for information: Grant No. 28/2021: The Chapel of the Holy Family – Salisbury Mausoleum.
 - 2.1.1 This grant application is deemed to be ineligible due to the Chapel of the Holy Family – Salisbury Mausoleum not being an incorporated body, nor a community/Not for Profit organisation, as per section 8.2 of the Community Grants Program Guidelines and Eligibility Criteria (the Eligibility Criteria).
 - 2.1.2 The Chapel of the Holy Family – Salisbury Mausoleum have been made aware that their grant application is ineligible.
- 2.2 Three grant applications are recommended for approval for the October 2021 round of Community Grants, all of which are deemed compliant and listed below.
- 2.3 Grant No. 29/2021: Globe Derby Pony Club Inc.
 - 2.3.1 This grant application originally required further information and clarification regarding sections 8.1 and 8.2 of the Eligibility Criteria. This information was provided and can be found in Attachment 6 & 7.
- 2.4 Grant No. 30/2021 - Adelaide Tamil Association Inc.
 - 2.4.1 This grant application originally requested funding for items which were ineligible (labour costs), as per section 10.5.1 of the Eligibility Criteria.
 - 2.4.2 This information was provided to the Adelaide Tamil Association Inc. and following this, their grant application has been amended to include funding for videography and fireworks (as per Attachment 8).

- 2.4.3 It should also be noted that if successful, this grant funding will be utilised within 12 months of receipt of a previous grant, which contravenes section 8.3 of the Eligibility Criteria. However, the event for which the grant funding is requested (to be held in November 2021) aligns with the 12-month period of the original intended date of the 2020 grant funded event, which had to be postponed due to COVID and occurred in December 2020. Therefore, it is deemed acceptable to allow this grant application to occur within the 12-month period.
- 2.4.4 Adelaide Tamil Association Inc. have provided evidence of their SA Health approved COVID Safe plan (issued by SA Health on 15 September 2021 for an event with a maximum of 828 people).
- 2.4.5 Adelaide Tamil Association have engaged a professional fireworks company to undertake the fireworks display. Adelaide Tamil Association Inc. are aware of their responsibilities to provide public notification, gain the relevant permits (from SA Country Fire Service) and advise the local emergency services. As fireworks can cause issues for dogs in the area, further to the public notification to be undertaken by Adelaide Tamil Association Inc. Council's Compliance Team will also send a text message to registered dog owners in the area advising them of the upcoming event.
- 2.5 Grant No. 31/2021 - Group North Historical Wargames Society Inc. - Grant Application
 - 2.5.1 The grant application meets the Eligibility Criteria. The Group North Historical Wargames Society Inc. has not received grant funding prior to this request.
- 2.6 The Community Grants Program funding budget allocation for 2021/2022 is \$120,000 with \$86,976 remaining to date.
- 2.7 The money committed to the three compliant applications for the October 2021 round, if approved, is \$12,000.
- 2.8 The remaining balance of the grant funding if the three grant applications are approved is \$74,976.

3. CONCLUSION / PROPOSAL

- 3.1 Three Community Grants Program applications are presented for funding consideration at the Community Wellbeing and Sport Committee meeting in October 2021.

Effective 23 August 2021



Community Grants Program

Guidelines and Eligibility Criteria



live it up

Contents

1.	Introduction	3
2.	Submitting an Application	4
3.	Community Grants Program Aim and Objectives	5
4.	Funding Rounds Opening and Closing Dates	5
5.	Community Grants Program Categories	5
6.	Types of Community Grants and Amount of Funding	6
7.	Eligible Areas	6
8.	Eligibility to Apply	7
9.	Eligible Items	9
10.	Ineligible Items	9
11.	Application Process	11
12.	Funding Criteria	12
13.	Community Grant Application	13
14.	Referees	14
15.	Financial Information	14
16.	Application Outcome	14
17.	Expenditure of Community Grants Program Funds	15
18.	Goods and Services Tax (GST)	16
19.	Presentation of Community Grants Program Cheques	16
20.	Accountability and Reporting Requirements	16
21.	Repayment of Community Grant	17
	ATTACHMENT A – Community Grants Program Documents	18
	ATTACHMENT B – Likely Funded Project and Event Examples	19
	ATTACHMENT C – Unlikely Funded Project and Event Examples	20
	ATTACHMENT D - Project Evaluation Requirements	21
	ATTACHMENT E – Frequently Asked Questions	22

City of Salisbury Community Grants Program Guidelines and Eligibility Criteria

This document sets out the application process for organisations and groups wanting to apply for a Community Grant with the City of Salisbury. Applicants should review these Guidelines and Eligibility Criteria document carefully before submitting the organisation or group's application form. By submitting an Application Form your organisation or group agrees and acknowledges that it is bound by these Guidelines and Eligibility Criteria.

Applications must not be lodged unless all the eligibility criteria are met. The organisation or group must notify the Community Grants Program if it becomes aware that any of the criteria will not be met subsequent to the application being lodged.

If the organisation or group becomes aware that the application form is incorrect or requires updating the application form must be resubmitted with the correct and updated information.

The organisation or group acknowledges that it places no reliance on, and the Community Grants Program have not made any promise or statement, in association with the organisation or group's chances of receiving a Community Grant.

If you require any assistance in completing your application, please phone 8406 8352 and a City of Salisbury staff member will be happy to help you.

1. Introduction

- 1.1. The City of Salisbury, through its Community Grants Program, aims to encourage, develop and support community projects and events that provide a service to residents of the City of Salisbury, which foster opportunities for community participation and development.
- 1.2. The guidelines contained within this document outline the types of projects and events that will be considered for community grant funding. Eligible organisations or groups are invited to apply for up to \$5,000 to assist with projects and events:
 - Community Grants are bound to an upper limit of **\$5,000.00**;
 - For new groups an establishment grant may be available which is limited to a maximum of \$2,500 for an unincorporated (not-for-profit) group and \$5,000 for an incorporated group.
 - Up to \$2,000 funding towards the purchase of a Defibrillator.
- 1.3. The Community Wellbeing and Sport Committee may choose to allocate funding at an amount less than the maximum at its absolute discretion.
- 1.4. The Community Grants Program is open for applications year round and applications are submitted monthly.

Community Grants Program Guidelines and Eligibility Criteria - Page 3 of 18

2. Submitting an Application

- 2.1. A new application form is required every funding round and the **current** *Community Grant Application Form* must be accessed from the City of Salisbury website. The form can be downloaded from the City of Salisbury website:
www.salisbury.sa.gov.au/Council/Grants_and_Awards/Grants/Community_Grants.
- 2.2. The application form can be completed by:
 - Downloading the *Current Community Grant Application Form - Print & Complete [Handwriting Version]* form, print the form and complete by hand; **or**
 - Downloading the *Current Community Grant Application - Fillable PDF Form [Electronic Version]* form, save to your computer, complete electronically and print the completed form for submission or email direct using the email button.
- 2.3. Organisations or groups may request a hard copy application form to be posted by telephoning the Community Grants Program on 8406 8352.
- 2.4. Applicants are encouraged to submit their completed application via email to:
city@salisbury.sa.gov.au.
- 2.5. Where email is not possible applications can be:

Faxed to:	8281 5466
Posted to:	City of Salisbury Community Grants Program PO Box 8 SALISBURY SA 5108
Delivered in Person to:	City of Salisbury 34 Church Street SALISBURY SA 5108
- 2.6. To assist applicants a *Guide to completing the City of Salisbury Community Grant Application* is also available from the City of Salisbury website.
- 2.7. If assistance is required with completing your application, please call the Community Grants Program on 8406 8352 and a City of Salisbury staff member will be happy to help you.

Community Grants Program Guidelines and Eligibility Criteria - Page 4 of 18

3. Community Grants Program Aim and Objectives

Aim

- 3.1. The Community Grants Program aims to uphold and improve community participation and development by providing financial assistance for activities, services and projects that support activities and services that sustain and/or enhance health and wellbeing, community participation and sport and recreation.

Objectives

- 3.2. The objectives of the Community Grants Program are to:
- Increase opportunities for social activity and community participation: *increases in engagement, trust, respectfulness or collaboration; capacity to get involved in community groups or networks;*
 - Improve health behaviours and support healthy choices: *increases in improved mental health, physical activity, resilience and optimism and nutrition;*
 - Provide funds for one off projects or events that have a benefit for residents of the City of Salisbury: *better connected community, safer community, resourcefulness and interaction.*

4. Funding Rounds Opening and Closing Dates

- 4.1. The Community Grants Program funding rounds are open on an ongoing, rolling basis and are assessed monthly. Applications can be submitted at any time and will be processed in the next funding round.
- 4.2. Application forms must be properly completed and successfully received by the 15th of each month to be assessed by the Community Wellbeing and Sport Committee the following month (i.e. an application received by the 15th of February will be assessed at the March Meeting). Due to the timing and assessment process applications will take a minimum of five (5) weeks. It is the responsibility of the Applicant to ensure the application form is properly completed and successfully submitted before the deadline.

5. Community Grants Program Categories

Community Grants Program funding is available under the following categories:

- Community Grant
- Community Grant – Establishment of a new group
- Community Grant - Event (*applicants must organise public liability insurance*)
- Community Grant - Project
- Community Grant Event - Christmas Carols
- Community Grant - Defibrillator

Community Grants Program Guidelines and Eligibility Criteria - Page 5 of 18

6. Types of Community Grants and Amount of Funding

Different levels of funding are available to eligible organisations under the following categories:

- Community Grant – Event: up to \$5,000 per year
- Community Grant Event – Christmas Carols: up to \$5,000 per year
- Community Grant – Project: up to \$5,000 per year
- Community Grant – Defibrillator: one-off funding up to \$2,000 (*conditions apply*)
- Community Grant: up to \$5,000 per year
- New Establishment Grant for Non-incorporated, Not for Profit, organisations: up to \$2,500
- New Establishment Grant for Incorporated organisations: up to \$5,000

7. Eligible Areas

- Health
- Establishment of a new group
- Education and Training
- Sport / Recreation
- Environment
- Culture / Arts
- Disability
- Youth
- Crime Prevention
- Aged
- Event

Community Grants Program Guidelines and Eligibility Criteria - Page 6 of 18

8. Eligibility to Apply

Eligible Organisations

- 8.1. The Community Grants Program will only provide funds to eligible organisations and groups that have not-for-profit objectives:
- Non-Government, Incorporated community organisation or group;
 - Non-incorporated organisations endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not-for-profits Commission. DGR status must be maintained until such time as the community grant is acquitted and evidence must be provided with the community grant application.
 - The group/organisation must be established as a legally constituted incorporated organisation or can demonstrate they are auspiced by an incorporated organisation who will take legal and financial responsibility for any grant monies received from the City of Salisbury*.
 - The group/organisation has a satisfactory management structure (e.g. President, Secretary, Treasurer). Evidence must be provided by way of meeting minutes that the group/organisation's committee has endorsed submission of the Community Grant Application.
 - Where applicable, the group/organisation has not received a Community Grant from the City of Salisbury within twelve months of submitting this application.
 - The organisation or group must hold a current bank account in South Australia in its name (i.e. the name of the organisation or group applying for the Community Grant must have their bank account in the same name).

** Legal entity details are checked with the Australian Business Register (ABR) website. If the organisation or group's legal entity is not clearly listed on the ABR website the Community Grants Program will request a copy of the legal entity's Certificate of Incorporation or Registration.*

Non-Eligible Organisations

- 8.2. Funding will not be considered for the following:
- An organisation trading as a Sole Trader or Individual including applications placed by organisations on behalf of individuals;
 - An organisation that is a non-incorporated body and is not auspiced by a parent incorporated body or is not endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not-for-profits Commission;
 - Organisations that are seeking commercial gain from the project (either directly or indirectly);
 - Organisations that have any outstanding acquittals and associated documents for any previous Community Grants Program funding;
 - Money already spent or funding of existing debts or shortfalls;
 - Salaries (initial or on-going);

Community Grants Program Guidelines and Eligibility Criteria - Page 7 of 18

- Recurrent administration or ongoing costs;
 - Capital development (e.g. renovations or building changes, which will be permanently part of the structure);
 - Upgrading facilities which belong to Local, State or Commonwealth Governments;
 - Educational programs in schools and other formal educational institutions;
 - Employment and training programs which are the core responsibility of State and Commonwealth Governments;
 - Applications from Public or Private Schools (unless the application is for assistance with a Community event);
 - Organisations receiving Local, State or Federal Government funding either directly or indirectly via a third party for the same purpose;
 - Organisations located outside of South Australia.
- 8.3. An organisation is assessed as a whole business entity when determining eligibility, rather than broken down into different locations or operations - for example, an organisation that receives Community Grants Program funding for the provision of services, a project or event may not receive a second source of Community Grants Program funding for similar services, project or event, regardless of its operation or location, within twelve (12) months of receipt of their previous Community Grant.
- 8.4. An eligible organisation may apply for one-off Community Grants Program funding for up to \$2,000 to assist with the purchase of a defibrillator. Organisations may apply for defibrillator funding regardless of any Community Grants Program funding received within twelve (12) months however the previous funding must have been acquitted in full. The following conditions apply for Defibrillator funding:
- Active recreation or sport clubs or community organisations whose purpose is the delivery of active recreation or sport programs and services in South Australia are encouraged to apply for defibrillator funding through The Office of Recreation, Sport and Racing's Active Club Program – Program and Equipment funding category;
- It is recommended that organisations register the availability of their AEDs to increase public awareness and availability of AEDs in emergency situations. SA Ambulance and St John Ambulance Australia manage separate voluntary registration platforms that organisations can utilize to register their AEDs availability for public use.
- The SA Ambulance register is only used by 000 emergency operators during suspected SCA episode to direct callers to the nearest public use AED location. The registration website can be accessed via <http://www.saambulance.com.au/NewsPublications/AEDRegister.aspx> The St John AED registration website can be accessed via <https://data.aed.stjohn.org.au/registration.aspx> and will be made available to the public via a website map or phone app.

Applicants are encouraged to contact the Community Grants Program to discuss the process for defibrillator funding prior to submitting an application.

Community Grants Program Guidelines and Eligibility Criteria - Page 8 of 18

9. Eligible Items

Funding will be considered for the following:

9.1. *Equipment*

- 9.1.1. Funding may be considered for equipment purchases that are integral to a project or event providing the application demonstrates how the equipment will support delivery of the program or event. All items must be justified and be relevant to the project/event.

9.2. *Administration and Organisational Costs*

- 9.2.1. An organisation or group's start-up administration costs, including:
- capital equipment (e.g. computers, office furniture, machinery, tools, sport equipment etc.);
 - consumables;
- All items must be justified and be relevant to starting up the organisation or group.

9.3. *Replacement Items*

- 9.3.1. Consideration will be given to replacing items previously funded through the Community Grants Program after a reasonable period of time has elapsed and where sufficient justification for replacement is provided.

9.4. *Public Events and Tournaments*

- 9.4.1. Funding may be considered for eligible items related to the costs associated with exhibitions, fairs, festivals, entertainment, sport and leisure events. Eligible items include costumes and accessories, sport uniforms and equipment, hall hire, bus hire, marquee & furniture hire, trophies, medals, musical instruments, public address equipment.
- 9.4.2. Applicants must organise public liability insurance and provide evidence of insurance with the grant application.

9.5. *New Establishment Grant*

- 9.5.1. Applications to establish a new organisation or group must address the sustainability of the service or program and must include evidence that the program and the organisation will have sufficient resources or foundation to maintain the program once the Community Grants Program funds have been expended.

9.6. *Defibrillator*

- 9.6.1. Funding may be considered to assist with the purchase of a defibrillator. All other eligibility criteria applies, with the exception that eligible organisations may apply for Defibrillator Funding if they have received Community Grants Program funding for a project or event within twelve (12) months, providing the funding has been acquitted in full.

Community Grants Program Guidelines and Eligibility Criteria - Page 9 of 18

10. Ineligible Items

Funding will not be considered for the following:

10.1. *Projects or items not deemed consistent with the Community Grants Program Aim and Objectives*

- 10.1.1. Funding for projects that support activities that are not consistent with the City of Salisbury's Aim and Objectives will not be considered.

10.2. *Existing Projects*

- 10.2.1. Projects or events that have already commenced with the exception of those considered to be a significant new direction or enhancement of an existing project.

10.3. *Expenses*

- Accommodation costs;
- Personal transportation costs such as fuel expenses and maintenance;
- Vehicle acquisition.

10.4. *Administration and Organisational Costs*

- 10.4.1. An organisation's **ongoing business**, administration or **day-to-day** running costs, including:
- capital equipment (e.g. computers, office furniture, machinery, tools etc.);
 - vehicles (used for business or administration purposes);
 - fundraising activities (for commercial, competition and/or event door prizes);
 - consumables (e.g. paper, toner, stationery, equipment etc.);
 - maintenance and repairs;
 - service charges (including additional warranties, service agreements and maintenance).

However, some administrative costs may be considered if directly and exclusively associated with the establishment of the project.

10.5. *Wages and Salaries*

- 10.5.1. Wages, salary payments or consideration of any type (e.g. payment to presenters/trainers/instructors including gifts for services/guest speakers etc.).

10.6. *Memberships and Fees*

- 10.6.1. Memberships and fees (e.g. physical fitness centre memberships, club memberships, entrance fees).

Community Grants Program Guidelines and Eligibility Criteria - Page 10 of 18

10.7. Existing Debts and Shortfalls

- 10.7.1. Reimbursement of expenses incurred by the organisation prior to grant funds being approved.

10.8. Other Exclusions

- 10.8.1. Equipment and services that are not supported by a program of activities and services.
- 10.8.2. Public Liability Insurance.

10.9. Prior Funding Received for Defibrillators

- 10.9.1. Defibrillator Applications will not be considered for organisations that have already received prior (one-off) Community Grants Program funding for the purchase of a defibrillator.

11. Application Process

- 11.1. An acknowledgement letter will be posted within ten (10) working days of receiving the application. Community Grants Program Staff may contact you via post or email to seek further information. Community Grants Program Staff will contact both signatories to verify the application (application will not proceed until verification has occurred).
- 11.2. Applications that are incomplete or do not contain all essential documentation may be considered ineligible or result in deferral to a subsequent round to enable an assessment to be made pending receipt of the incomplete/additional information. Applicants are requested to submit additional information within the timeframe for submission to the next round. Should the additional information not be received within three (3) months of receipt of the original application the application will be deemed ineligible and the organisation or group must submit a new application should it wish to proceed with applying for Community Grant funding.
- 11.3. Any changes in circumstances with regard to the Application must be made in writing; such as: resignation of the person responsible for the Grant, contact person details, change of address, change of ABN or any other variation to that listed on the Application. Receipt of the variation will be acknowledged in writing and the organisation or group may be asked for further information or to resubmit their Application.

Assessment of Applications

- 11.4. All applications are submitted to and assessed by the Community Wellbeing and Sport Committee at their monthly meeting.
- 11.5. A copy of Community Grant applications and any other relevant document(s) are presented to the Community Wellbeing and Sport Committee in its entirety as an attachment to the Committee Report. This means that all information contained within the application forms part of a public document and as such can be inspected by anyone. Reports presented to the Community Wellbeing and Sport Committee is also accessible via the City of Salisbury website.

- 11.6. Applications received that are identified ineligible against the funding guidelines are submitted to the Community Wellbeing and Sport Committee for information. A copy of the application and any other relevant document(s) is presented to the Community Wellbeing and Sport Committee in its entirety as an attachment to the Committee Report as outlined in paragraph 11.4.
- 11.7. Applications are assessed on merit and a comparative assessment made of all applications to establish priority for funding. Funding should not be anticipated or believed to be automatic.
- 11.8. Final decisions on all applications are at the discretion of Community Wellbeing and Sport Committee.
- 11.9. Applications in excess of available grant funds may result in some applications not being approved, being approved for a reduced amount or being deferred to a subsequent funding round even though they meet the eligibility requirements.

12. Funding Criteria

The following criteria are examined when assessing applications:

12.1. *Aim and Objectives*

- 12.1.1. The project must meet the Aim and Objectives of the Community Grants Program.

12.2. *Target Group*

- 12.2.1. The primary target group for projects and events must be the City of Salisbury community.

12.3. *Project Outcomes*

- 12.3.1. The project must provide one or more of the following outcomes for the City of Salisbury community:
 - promote and enhance healthy lifestyles, particularly nutrition, physical activity and mental wellbeing;
 - encourage involvement in community activities;
 - reduce social isolation;
 - encourage supportive and safe communities;
 - address gaps in local services;
 - Social Connectedness; and
 - Mental Wellness.

12.4. *Contribution*

- 12.4.1. Organisations and groups are expected to contribute towards the project. This can be financial or in-kind (such as the provision of volunteer labour costs).

12.5. *Value for Money*

- 12.5.1. Grant funds requested must be proportional to the benefits provided and the number of members/residents targeted by the project.

Community Grants Program Guidelines and Eligibility Criteria - Page 12 of 18

13. Community Grant Application

- 13.1. Applicants must address the following points in their application for Community Grants Program funding:

Target Group

- 13.2. Applications must identify the target group in the City of Salisbury that is the subject of the project. Where possible it is advantageous to provide evidence that the target group:
- is the focus of the project or event;
 - has been consulted about and is involved in the project or event;
 - is committed to actively participating in the project or event in significant numbers; and
 - has expressed support for the project or event.

- 13.3. The application must outline details of the relationship of the applicant to the target group.

Project or Event Plan

- 13.4. Provide a Project/Event Plan which details the activities and services that will be facilitated. The Project/Event Plan should include:
- details of the proposed program of activities and services including frequency and duration (this refers to the activities that will be supported by the project, or the items or services to be purchased with grant funds);
 - timeframes and how the project will be implemented, facilitated, and monitored;
 - details of the benefits/outcomes that the target group will derive from the project; and
 - details of how the project will meet any of the Community Grants Program Aim and Objectives.

Budget Plan

- 13.5. Provide a Budget Plan with details of the items/services to be purchased or works to be undertaken for the project. The Budget Plan must be reasonably costed and include:
- total cost of the project or event;
 - the amount of grant funds requested;
 - funds committed to the project by the applicant (this contribution can be financial or in-kind);
 - funds committed to the project from other sources, such as donations, funding from other stakeholders, funding from other grant sources; and
 - one quotation for each item requested.
- 13.6. Note that quotations must include GST and be sufficiently formal to clearly identify the proposed supplier and the items requested.

Community Grants Program Guidelines and Eligibility Criteria - Page 13 of 18

Evaluation Plan

- 13.7. Provide an Evaluation Plan appropriate to the complexity of the project and the level of funding requested. This must include details of:
- measures that will be taken to gather information to evaluate the project;
 - criteria that will be used to measure the success of the project; and
 - how information gathered for evaluation will be used to enhance/direct the project.
- 13.8. The Evaluation Plan is essential to the application and will form the basis of the Project Evaluation that must be provided as part of the grant acquittal at the conclusion of the project.

Other Requirements

- 13.9. In addressing the above points, applications must provide a level of detail that is in proportion to the amount of funds requested and the complexity of the project. Organisations applying for funding must demonstrate, where applicable:
- a capacity to provide infrastructure, administrative and operating costs;
 - an ability to support the project beyond the grant period; and
 - the availability of volunteer support for the ongoing viability of the project.

14. Referees

- 14.1. Referees listed on the application may be contacted regarding their support and should be informed of their inclusion prior to the application being submitted. Members of the Management Committee cannot be a referee. Written evidence is not required of the referees support.

15. Financial Information

- 15.1. The organisation or group must hold a current bank account in South Australia in its name. The account name (the organisation or group, not the type of account – i.e. savings, cheque), financial institution name (the name of the bank or credit union) and the location (city/suburb of where the account is held) is the only information required. BSB and account numbers are not required to be submitted on the application.

16. Application Outcome

- 16.1. All applicants will receive written notification via post regarding the outcome of their application.

Unsuccessful Applicants

- 16.2. If applicants are unsuccessful they are encouraged to phone or request an appointment with the Community Grants Program staff to receive feedback about the decision and where applicable aspects of the application that may be improved should the applicant wish to resubmit.

17. Expenditure of Community Grants Program Funds

Successful Applicants - Contractual Obligations

- 17.1. Successful applicants will receive a notification letter and Acceptance of Community Grant – Form 1 which is a legally binding agreement detailing the terms and conditions of funding. The Acceptance letter contains obligations which include agreed project or event outcomes and timeframes, acquittal, reporting and evaluation requirements. Agreements will be in place for a six (6) month period.
- 17.2. Organisations or groups that are awarded a community grant must only use their community grant to implement their project or event as outlined in their application form and spent in accordance with the conditions of the agreement.
- 17.3. Any proposed change to the project or expenditure of grant funds must be requested in writing to the Community Grants Program.
- 17.4. Organisations or groups must spend their Community Grant within six (6) months of receipt of Community Grant funding or they may be asked to return all or part of the funding. Unspent Community Grant funds must be returned to the City of Salisbury at the end of the project/event period. An unspent amount less than \$10.00 is not required to be returned.
- 17.5. Checks are undertaken to ensure that all information provided can be substantiated and that the Community Grant funding was spent on eligible items. All tax invoices and/or receipts submitted with the acquittal documentation must contain the business name, date of transaction, contact details and ABN number listed (where applicable) of the supplier. All items must be clearly identifiable and listed separately.
- 17.6. Where valid tax invoices or receipts cannot be produced the organisation or group will be requested to complete a statutory declaration, declaring that the Community Grant funding was used to purchase eligible items. Failure to provide valid tax invoices or receipts may result in the organisation or group's ineligibility for any future Community Grants regardless of completion of a statutory declaration. Failure to complete a statutory declaration will result in the organisation or group being requested to return the applicable Community Grant funding.

Community Grants Program Guidelines and Eligibility Criteria - Page 15 of 18

18. Goods and Services Tax (GST)

- 18.1. If the organisation or group is registered for GST and the application for Community Grant funding is successful, a tax invoice must be provided with the Acceptance of Community Grant Form before payment can be made. Furthermore, the Grant will be subject to GST and the organisation or group will be liable to remit the GST component to the Australian Taxation Office.
- 18.2. The Tax Invoice must clearly state the words **TAX INVOICE, Business Name, ABN and the approved Grant funding amount including GST.**

ABN Declaration

- 18.3. If the organisation or group does not have an ABN, an ABN Declaration must be completed as part of the application process.
- 18.4. Furthermore, if the organisation or group does not have an ABN, the City of Salisbury may be obliged to withhold tax from Grant payments at the highest marginal tax rate (currently 48.5%) unless a "Statement by a Supplier" is completed to justify the City of Salisbury not withholding from the payment. This document is contained within the Community Grants Program Application Form "Declaration Where No Australian Business Number is Required".
- 18.5. For more details, contact the Australian Tax Office on **132 866**.

19. Presentation of Community Grants Program Cheques

- 19.1. Successful applicants will receive payment by bank cheque made out to the organisation submitting the application form. The presentation of Community Grant cheques will take place at a quarterly Ceremony held on the fourth Wednesday of the month in March, June, September and December. Successful applicants are invited to attend a Community Grants Program Cheque Presentation Ceremony on the 4th Wednesday of the relevant quarter at the City of Salisbury Municipal Offices.
- 19.2. Requests for early disbursement of funds must be made in writing. Approval is at the discretion of the Chairman of the Community Wellbeing and Sport Committee and the relevant General Manager.

20. Accountability and Reporting Requirements

- 20.1. The reporting and acquittal requirements are specified in the Acceptance of Community Grant Letter. This legally binding agreement must be signed and returned within seven (7) days of receipt of the Acceptance Letter.
- 20.2. All organisations and groups approved for Community Grants Program funding will be required to:
 - Measure the impact of the project or event and report the results in a Project/Event Evaluation;
 - Acknowledge the City of Salisbury as the funding body where applicable;
 - Provide valid tax invoices/receipts (*the organisation or group should maintain financial records in accordance with the generally accepted accounting principles and comply with the relevant laws in force in South Australia*);
- 20.3. These documents are due within six (6) months of receiving the grant funding and is detailed in the Acceptance of Community Grant Offer letter.
- 20.4. The Community Grants Program requires organisations and groups to comply with reporting requirements for past completed projects and events to be eligible to receive future community grants funding for another project or event. Failure to comply will result in the organisation or group being ineligible for future community grant funding.

Recognition of Community Grants Program Funding

- 20.5. Organisations must acknowledge the City of Salisbury's financial contribution to the project or activity where appropriate, e.g. through recognition of the grant in publicity and/or marketing material (use of the City of Salisbury Corporate Logo is prohibited without consent from the City of Salisbury Marketing Department).

21. Repayment of Community Grant

- 21.1. The City of Salisbury may take action to recover the Community Grant paid to the organisation or group if:
 - The organisation or group does not use the Community Grant as set out in the City of Salisbury Community Grants Program Guidelines and Eligibility Criteria and/or the Acceptance of Community Grant Agreement;
 - If applicable, the organisation or group does not have Deductible Gift Recipient (DGR) status at the time of acquittal;
 - The organisation or group does not provide documentation as required under these guidelines by the times specified.

ATTACHMENT A – Community Grants Program Documents

- 1. Documents relating to the Community Grants Program**
 - 1.1. Application form for the City of Salisbury Community Grants Program;
 - 1.2. A Guide to completing the City of Salisbury Community Grant Application;
 - 1.3. The Acceptance of Community Grant Offer – Form 1 letter
- 2. Documents relating to the Acquittal of successful Community Grant funding**
 - 2.1. Acquittal – Form 2
 - 2.2. Tax Invoice/Receipt
 - 2.3. Project Evaluation Report (refer to Attachment D).

Community Grants Program Application Guidelines and Eligibility Criteria – Attachment A
Page 18

ATTACHMENT B – Likely Funded Project and Event Examples

Project/Event examples likely to be funded through the Community Grants Program

Project/Event	Grant funds can assist to:
Community Christmas Carols	Purchase of candles, booklets, stage hire, children's entertainment (i.e. face painting, jumping castle); fireworks, catering, advertising).
New Group	Purchases to establish the group such as computer equipment, launch catering, costs associated with inaugural Annual General Meeting, forums and workshops – i.e. seal, venue hire, stationery, promotional materials, letterhead, envelopes and stamps.
Volunteer Lawn Mowing Service	Purchase of mowing equipment and garden tools appropriate to the project.
Fitness classes	Purchase equipment appropriate to the project (<i>a fitness trainer is not eligible as this is deemed a salary</i>).
Dance Club Competition	Purchase uniforms, material, costumes and related accessories.
Craft Groups	Purchase equipment and supplies appropriate to the project (<i>i.e. purchase of wool and knitting needles to knit knee rugs for the needy</i>).
Men's Shed	Purchase equipment and furniture for woodworking, metalworking and social activities.
Sporting Club	Purchase training equipment and uniforms; bus hire to transport team to an event.
History Group	Purchase computer and scanning equipment for scanning of books.

Community Grants Program Application Guidelines and Eligibility Criteria – Attachment B
Page 19

ATTACHMENT C – Unlikely Funded Project and Event Examples

*Examples of projects/events and items **unlikely** to be funded through the Community Grants Program*

Project/Event	Items
<ul style="list-style-type: none"> Projects or events held outside the City of Salisbury region. 	<ul style="list-style-type: none"> Gifts for any purpose (i.e. judges, MC's, presenters).
<ul style="list-style-type: none"> Capital equipment that is stored at a residential address (e.g. computers, office furniture, machinery, tools etc.). 	<ul style="list-style-type: none"> Capital equipment (e.g. computers, office furniture, machinery, tools etc.) unless for the establishment of a new group.
<ul style="list-style-type: none"> Project that requests the purchase of a vehicle. 	<ul style="list-style-type: none"> Website Development.

*Examples of items **ineligible** for funding through the Community Grants Program*

<ul style="list-style-type: none"> Salaries, wages or compensation – i.e. payment for competition judges, trainers, presenters, umpires including gifts for service. 	<ul style="list-style-type: none"> Vehicle acquisition.
<ul style="list-style-type: none"> Payments to volunteers. 	<ul style="list-style-type: none"> Consumables.
<ul style="list-style-type: none"> Payments for fuel expenses/vehicle maintenance. 	<ul style="list-style-type: none"> Maintenance and repairs.

Community Grants Program Application Guidelines and Eligibility Criteria – Attachment C
Page 20

ATTACHMENT D - Project Evaluation Requirements

1. An evaluation of the project must be undertaken at the completion of the grant period as detailed in the Acceptance of Community Grant letter.
2. Where applicable, the Project Evaluation must detail the following:
 - 2.1. Introduction – *outline the project, its purpose and overall achievements.*
 - 2.2. People assisted (target group) – *provide details about the people assisted by the project. This could include families, individuals, age groups, type and level of needs/issues.*
 - 2.3. Number of people assisted by the project (*and outlining the number of residents of the City of Salisbury*).
 - 2.4. Assistance provided – *describe what was provided for the target group in terms of programs, activities, other actions or strategies, such as:*
 - 2.4.1. *Assistance to meet general and basic needs;*
 - 2.4.2. *Group programs, courses, activities and training;*
 - 2.4.3. *Improving resources/facilities/equipment or other initiatives.*
 - 2.5. Outcomes achieved by target group – *describe what the target group achieved through participation in the project, such as:*
 - 2.5.1. *Improvement in knowledge, skills, self-esteem, social contacts/networks, motivation, confidence, community participation, quality of life, empowerment and personal development;*
 - 2.5.2. *Enhanced healthy lifestyles, particularly physical activity and mental well-being;*
 - 2.5.3. *Reduction in social isolation.*
 - 2.6. Other achievements – *describe other achievements of the project, such as:*
 - 2.6.1. *Existing programs expanded or enhanced;*
 - 2.6.2. *Improvement in facilities or services;*
 - 2.6.3. *New programs or services established;*
 - 2.7. Any other comments or information relevant to the project or event, such as *newspaper articles, media releases, internal newsletters, etc.).*

Community Grants Program Application Guidelines and Eligibility Criteria – Attachment C
Page 21

ATTACHMENT E – Frequently Asked Questions

About applying for a City of Salisbury Community Grant

1. Will late applications be accepted?

- 1.1. Applications for Community Grants must be received by the 15th of each month to be assessed by the Community Wellbeing and Sport Committee the following month (i.e. an application received by the 15th of February will be assessed at the March Meeting). Applications received after the 15th of the month will be submitted for the following round, without exception (i.e. an application received on the 16th of February will be assessed at the April meeting as it has missed the March deadline).

2. When will organisations or groups know if their application is successful?

- 2.1. All applicants will be advised in writing about the outcome of their application within ten (10) days of the relevant Community Wellbeing and Sport Committee meeting.

3. How do organisations and groups apply for Community Grants?

Applications can be submitted in the following ways:

- 3.1. A new application form is required every funding round and the current Community Grant Application Form must be accessed from the City of Salisbury website. The form can be downloaded from the City of Salisbury website:
www.salisbury.sa.gov.au/Council/Grants_and_Awards/Grants/Community_Grants.
- 3.2. The form can be saved to a computer, completed electronically and then printed for submission or printed and completed by hand for submission.
- 3.3. Organisations or groups may request a hard copy application form to be posted by telephoning the Community Grants Program on 8406 8352.
- 3.4. Applicants are encouraged to submit their completed application via email to:
city@salisbury.sa.gov.au.

4. What if our organisation or group doesn't have access to the internet or email?

4.1. Where email is not possible applications can be:

Faxed to: 8281 5466
 Posted to: City of Salisbury
 Community Grants Program
 PO Box 8
 SALISBURY SA 5108

Delivered in
 Person to: City of Salisbury
 34 Church Street
 SALISBURY SA 5108

5. Can I speak to someone about our organisation or group's Community Grant Application if I deliver it in person?

5.1. While City of Salisbury staff endeavour to make themselves available at short notice this is not always possible and therefore Applicants are encouraged to phone the Community Grants Program to make an appointment should they wish to speak to staff when submitting their Application.

6. Can our organisation or group get assistance to complete the Community Grant application?

- 6.1. To assist applicants a *Guide to completing the City of Salisbury Community Grant Application* is also available from the City of Salisbury website.
- 6.2. If assistance is still required with completing your application, please call the Community Grants Program on 8406 8352 and a City of Salisbury staff member will be happy to help you. Staff are unable to provide personal advice however will guide you as to the information required in the application.

7. Do documents need to be included with the application?

7.1. Yes. All relevant documents requested must be provided with your Application. Failure to provide the documents required will result in a delay with processing your application to the Community Wellbeing and Sport Committee; or the Application may be deemed ineligible.

8. Can organisations and groups submit more than one application per round?

- 8.1. No. Organisations and groups that receive community grant funding will not be eligible to apply for funding for a period of twelve (12) months from the date of funding receipt. Furthermore community grant funding already provided for a project/event is not eligible to apply for further funding to assist with that same project/event regardless of when the funding was received.
- 8.2. Organisations may apply for one-off Defibrillator Funding regardless of having received Community Grants Program funding within twelve (12) months, providing the funding has been acquitted in full (*subject to conditions outlined in section 8.4*).

9. Who assesses the Community Grants Program Applications?

- 9.1. The Applications are assessed initially by the Community Grants Program Team and the General Manager Community Development who make recommendations to the Community Wellbeing and Sport Committee based on the Community Grants Program Eligibility Criteria.
- 9.2. The Community Wellbeing and Sport Committee have delegation to authorise funding and make the final decision on offering grants.

10. How are the Community Grants Program Applications assessed?

- 10.1. Applications are assessed on merit based on the following criteria:
 - The level and type of need, evidence of the need provided and geographic area;
 - The benefit to the target group, specifically residents of the City of Salisbury;
 - Proposals that represent value for money;
 - Relevance to Community Grants Program Aims and Objectives and/or the City of Salisbury Strategic Plan;
 - New organisations or groups that can demonstrate sustainability and do not require ongoing funding to succeed;
 - Proposals that have secured in-kind support to reduce the project or event cost;
 - Proposals that demonstrate a level of community engagement;
 - The extent to which the applicant has the infrastructure, support or resources to successfully carry out the project or event;
 - The extent to which the application estimates, and proposes to measure, the impact of the project or event.

11. Can organisations and groups apply for another round if they are unsuccessful in a previous round?

11.1. Yes. Organisations and groups that are unsuccessful in a round can apply for another round providing the eligibility criteria has been met. An organisation or group that has been declined funding for a project or event can submit an application for a separate project or event (i.e. another application cannot be made for the same project or event that was declined). The application can be made at any time (the organisation or group doesn't need to wait twelve (12) months).

12. Our organisation/group's name on the application is different from our ABN and/or that registered with ASIC, are we eligible to apply?

12.1. No. The organisation or group applying for the Community Grant must have the same name registered with ASIC and the ASIC registration must be in the same name as the ABN registration. The only exception is where an organisation or group is auspiced by an incorporated organisation who will take legal and financial responsibility for any grant monies received from the City of Salisbury.

13. If successful, when will our organisation receive the Community Grant cheque?

13.1. Successful applicants will receive payment by bank cheque made out to the organisation submitting the application form. The presentation of Community Grant cheques will take place at a quarterly Ceremony held on the fourth Wednesday of the month in March, June, September and the second Wednesday of the month in December, commencing at 6.30 pm. The table below outlines the cheque presentation schedule:

Application Received:	Application submitted to the Community Wellbeing and Sport Committee held in:	Successful Applicants - Community Grants Program Cheque Presentation Ceremony to be held in:
16 November to 15 December	January	March
16 December to 15 January	February	March
16 January to 15 February	March	June
16 February to 15 March	April	June
16 March to 15 April	May	June
16 April to 15 May	June	September
16 May to 15 June	July	September
16 June to 15 July	August	September
16 July to 15 August	September	December
16 August to 15 September	October	December
16 September to 15 October	November	December
16 October to 15 November	December	March



OCTOBER- CWS

Received: 26/8/21

The Chapel of the Holy Family -
Salisbury Mausoleum

Community Grants Program

Application Form

Applications for Community Grants must be received by the 15th of each month to be assessed by the Community Wellbeing and Sport Committee the following month (providing the eligibility criteria is met).

Please ensure you have read and understood the City of Salisbury Community Grants Program Guidelines and Eligibility Criteria document prior to completing an Application.



City of Salisbury
The Living City

live it up

Application Eligibility Checklist		
Is the Funding For:	Yes	No
• Money already spent?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Salaries (initial or ongoing)? <i>Payment of facilitator or contractor engaged specifically to deliver program / activity under the grant may be considered</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Recurrent administration costs or Public Liability Insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Capital development (e.g. renovations or building changes that will be permanently part of the structure)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Upgrading facilities which belong to Local, State or Commonwealth Governments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Application from Public / Private Schools?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• An organisation trading as a sole trader/individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• A group that is a non-incorporated body and does not have a parent incorporated body or is not endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not-for-profits Commission?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Groups/organisations that have previously received funding and NOT fulfilled reporting obligations, including provision of post event evaluation/report and financial acquittal?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Groups/organisations that have received Community Grants Program funding from the City of Salisbury within the past twelve (12) months (with the exception of Defibrillator funding).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*If you have answered YES to any of these questions,
this application may NOT be eligible for grant funding.*

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 2 of 13

Applicant Organisation Information		
1. GROUP / ORGANISATION DETAILS		
Name:	The Chapel of the Holy Family - Salisbury Mausoleum	
Address:	6 Spains Road	
Suburb:	Salisbury Downs	Postcode: 5108
2. CONTACT PERSON DETAILS (this is the address that all correspondence will be sent)		
Name:	Ms Susan Eichner	
Title (your role with the group/organisation):	Finance & Commercial Administrator	
Address:	6 Spains Road, Salisbury Downs SA 5108	
Phone:	Landline: 08 8182 5000 Mobile: [REDACTED]	
Email:	accounts@familychapel.com.au	
3. COMMUNITY GRANT RESPONSIBILITY		
Name of Person Responsible for the Grant:	Ms Susan Eichner	
Title (role with the group/organisation):	Finance & Commercial Administrator	
4. GROUP / ORGANISATION MANAGEMENT DETAILS		
How is your group/organisation managed: <small>(ensure Committee/Board Meeting Minutes are attached)</small>	Director	
Is your organisation:		
a) Incorporated:	Yes <input type="checkbox"/> (go to question c)	No <input checked="" type="checkbox"/> (go to question b)
ASIC Registration Number:		
b) Operated under a Parent Organisation: <small>(please state which parent organisation you operate under below AND attach a supporting letter from the organisation)</small>	Yes <input type="checkbox"/> (go to question c)	No <input checked="" type="checkbox"/> (go to question c)
Parent Organisation		
Name:		
ASIC Registration Number:		

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 3 of 13

Organisation Information (continued)		
c) Community/Non-Profit:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Is your organisation endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not-for-profits Commission?	Yes <input type="checkbox"/> <small>(evidence must be attached to this application)</small>	No <input checked="" type="checkbox"/>
d) Government Funded: <small>(if yes, please list funding source/s and purpose in part e & f)</small>	Yes <input type="checkbox"/> <small>(go to question e & f)</small>	No <input checked="" type="checkbox"/>
e) Funding source/s:		
f) Purpose:		
g) Other (please specify):	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5. BANKING INFORMATION		
<i>Your organisation must have its own Bank/Credit Union Account or similar</i>		
Full Account Name: <i>Chapel of the Holy Family Salisbury</i> <i>"do not provide account or BSB numbers"</i>	Financial Institution Name: <i>Bank SA</i> Branch Location: <i>Norwood</i>	
6. REFEREE INFORMATION		
<i>Please provide the name and contact details of a referee – preferably someone who can verify the bona fide status of your group/organisation (NOT Members of the Committee)</i>		
Referee's Name:	<i>Talis Evans</i>	
Referee's Contact Information:	<div style="background-color: black; width: 100px; height: 1.2em;"></div>	

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 4 of 13

GST Declaration		
I agree upon signing of this document that I will provide Council with the following information in regards to my Australian Business Number and Goods and Services Tax registration status.		
Does your group/organisation have an ABN <i>(If Yes - Please Quote ABN)</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6 2 0 9 6 0 3 6 0 7 4 <i>(If No, the ABN Declaration Form attached must be signed)</i>		
Is your group/organisation registered for GST	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
NB: GST Registration <i>If your group IS registered for GST you are required to provide a Tax Invoice to Council before an approved grant amount can be provided to your organisation. The invoice must clearly state the words TAX INVOICE, Business Name, ABN and the approved grant amount including GST.</i>		

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 5 of 13

Project/Event Budget Information	
Will the project or event generate income (e.g. ticket sales, entry fee etc.)? <i>If Yes, provide details:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>(enter '0' dollar amounts below)</i>
INCOME	\$ AMOUNT
Project or event generated income:	\$ 0
Organisation's contribution:	\$ 0
Income received from other Grants: <i>(list organisation(s) providing Grant funding and their contribution)</i>	\$0
Income received from sponsors: <i>(list sponsor(s) and their contribution)</i>	\$0
Donations: <i>(please specify the source, product or service and estimated amount of funding requested)</i>	\$0
Have you sought any other funding for the project/event: <i>(please specify the source and amount of funding requested)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
TOTAL (including GST):	\$ 0
What resources will you and your group contribute to the project e.g. in-kind donations, labour, time etc.?	TIME
EXPENSES <i>(specify the proposed expense budget by item:)</i>	\$ AMOUNT
Wall mounted defibrillator bracket	\$ 83
Lifepak CR2 Automatic Defibrillator	\$ 2,995
TOTAL (including GST):	\$ 3,078

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 6 of 13

Summary of Project/Event Information	
Is the funding for: <i>(please tick which is applicable)</i>	<input type="checkbox"/> Event <input type="checkbox"/> Project <input type="checkbox"/> Ongoing <input type="checkbox"/> New Group <input checked="" type="checkbox"/> Defibrillator
Name of Project/Event Requiring Funding	INSTALLATION OF DEFIBRILLATOR
Date(s) of Project/Event <i>(if ongoing or one off please state "ongoing"/"one-off")</i>	"ONE OFF" PROJECT
Total cost of Project/Event	\$ 3,078
Amount of Community Grant Funding Requested	\$ 2,000
Is there any other information that you may feel is relevant to your application?	
<input checked="" type="checkbox"/> There are no relevant attachments. <input type="checkbox"/> There are relevant attachments and the following documents are attached: 1. 2.	
Which category best describes your project/event? <i>(please check all that apply)</i>	
Health	<input checked="" type="checkbox"/>
Establishment of a new group	<input type="checkbox"/>
Education and Training	<input type="checkbox"/>
Culture / Arts	<input checked="" type="checkbox"/>
Sport / Recreation	<input type="checkbox"/>
Environment	<input type="checkbox"/>
Disability	<input type="checkbox"/>
Youth	<input type="checkbox"/>
Crime Prevention	<input type="checkbox"/>
Aged	<input checked="" type="checkbox"/>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 7 of 13

Project/Event Details	
Previous Community Grants Program Funding	
Has your Organisation previously received a Community Grant? (if Yes - when, amount granted and what the grant was for)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (go to Group/Organisation Information)
When was the Grant funding received (month & year):	
What amount of Grant funding was provided:	
When was the previous Grant acquitted (month & year):	
Group/Organisation Information	
Group/Organisation Name	Chapel of the Holy Family Salisbury
Group/Organisation Description	Mausoleum
Group/Organisation Registered Address	Number/Street: 6 Spains Road Suburb: Salisbury Downs Postcode: 5108
Is the Club Incorporated?	No
Number of Members	500
% of Membership that reside in the City of Salisbury	95 %
Project/Event Details	
Project/Event Name	Defibrillator
Project/Event Summary	Installation of a Defibrillator
Date(s) of Project/Event	Within the next month
Location of Project/Event:	Number/Street: 6 Spains Road Suburb: Salisbury Downs Postcode: 5108
How will the Project/Event benefit the residents of the City of Salisbury?	In the event of a medical emergency
How many individuals will benefit from the Project/Event?	500
% of project/event participants that reside in the City of Salisbury	95 %
If it is an Event, is it open to the public?	Yes
How will the Project/Event be promoted?	Facebook, Website and signage in mausoleum


to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 8 of 13

Grant Money Requested	
Amount Requested	\$ 2,000
Itemised Breakdown of Costs:	
<i>An itemised breakdown of costs must be provided. Please attach a separate sheet if there is insufficient space.</i>	
DEFIBRILLATOR KIT	\$ 2,995
Defibrillator wall mounted bracket	\$ 83
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL (including GST):	\$ 3,078
Quote Attached:	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
<i>A detailed, current quote <u>must</u> be provided with the application.</i>	<i>(please refer to the City of Salisbury Guide to completing the Community Grants Program Application Form)</i>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered



Community Grant Application - Page 9 of 13



[JOIN US](#)
[RESOURCES](#)
[CONTACT US](#)
1300 78 5646

[About Us](#)
[Training](#)
[Shop](#)
[Workplace Services](#)
[Event Health Services](#)
[Community Care](#)
[How We Help](#)
[Donate](#)

PRODUCTS

			Unit Price		Total Price	
	354908	St John wall-mounted defibrillator bracket	\$82.95	- 1 +	\$82.95	X
	8880120	Lifepak CR2 automatic defibrillator	\$2.00	- 1 +	\$2,995.00	X

SUBTOTAL
\$3,077.95

PROMO CODES

Please note, promo codes and discounts do not apply to donations

COUPON CODE

APPLY COUPON

ORDER SUMMARY

PRODUCTS (2)	\$3,077.95
GST INCLUDED	\$7.54
TOTAL INC. GST	\$3,077.95

Project or Event Scope
<p><i>Provide a description of the proposed project or event:</i></p> <p><i>To install a defibrillator in our mausoleum for use in a medical emergency to people visiting their loved ones in the mausoleum, members of the public visiting or using our amenities along with people visiting the cemetery.</i></p>
<p>Attachments</p> <p><input checked="" type="checkbox"/> There are no attachments relating to the Project or Event Scope.</p> <p><input type="checkbox"/> The following documents are attached relating to the Project or Event Scope:</p> <ol style="list-style-type: none"> 1. 2. 3.
Benefits and Outcomes of the Project or Event
<p><i>Provide a description of the benefits and outcomes of the proposed project or event to the residents of the City of Salisbury and/or the wider community:</i></p> <p><i>By having a defibrillator installed in our mausoleum, it would most certainly benefit those visiting loved ones entombed and interred in the mausoleum, members of the public visiting the mausoleum or using our amenities in the event someone becomes unwell and a defibrillator would assist in stabilising them or saving their lives in a medical emergency.</i></p>



to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Support for the Project or Event
<p><i>Demonstrate how the proposed project or event is supported by residents of the City of Salisbury and/or the wider community:</i></p> <p><i>(include a list of key partners and/or stakeholders, community members and organisations that have been consulted, how and why they support the project or event and any other information that demonstrates support.</i></p> <p><i>A number of nearby organisations and families that visit the mausoleum are very supportive of our suggestion of having a defibrillator installed in the event of a medical emergency</i></p>
<p>Attachments</p> <p><input checked="" type="checkbox"/> There are no attachments relating to Support for the Project or Event.</p> <p><input type="checkbox"/> The following documents are attached relating to Support for the Project or Event:</p> <ol style="list-style-type: none"> 1. 2. 3.

Project or Event Management
<p><u>Ongoing Projects or Events</u></p> <p><i>Describe how the proposed project or event will be managed into the future:</i> <i>(outline how you will ensure sustainability and achieve outcomes for the project or activity)</i></p> <p><u>One-off Projects or Events</u></p> <p><i>Describe how the proposed project or event will be managed:</i> <i>(outline how you will achieve outcomes for the project or activity)</i></p> <p><i>Our one off project will be managed by ordering the Defibrillator from St Johns upon successful acceptance of our grant application.</i></p> <p><i>Once received, having the defibrillator installed and any required training being undertaken by staff.</i></p>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered


Community Grant Application - Page 11 of 13

Application Declaration	
Please note that this declaration must be signed by two current senior office holders of the group/organisation (ie President, Secretary, Treasurer)	
Please read, tick the S1 and S2 boxes and sign:	
S1	S2
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> I acknowledge that I am authorised to make this application on behalf of the Organisation.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> I acknowledge that the information provided in this application is true and correct.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> I acknowledge that our Organisation may be required to supply further information prior to consideration of this application by the City of Salisbury Community Grants Program.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> I acknowledge that, should this Application be successful in obtaining Community Grant funding, our Organisation must complete the acquittal and reporting requirements as set out in the Acceptance of Community Grant – Form 1 and City of Salisbury Community Grants Program Guidelines and Eligibility Criteria.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> I acknowledge that any changes in circumstances with regard to this Application must be notified in writing and the City of Salisbury Community Grants Program may request further information.
On behalf of <u>Chapel of the Holy Family</u> <small>(Name of Organisation)</small>	
Anthony Farrugia / Director <small>(Name/Position)</small>	and Susan Eichner / Commercial Administrator <small>(Name/Position)</small>
 <small>(Signature 1)</small>	 <small>(Signature 2)</small>
<u>25 August 2021</u> <small>(Date)</small>	<u>25 August 2021</u> <small>(Date)</small>
Contact (phone number): 8182 5000	Contact (phone number): 8182 5000

Both signatories will be contacted to verify the application – a contact phone number must be provided for each.
Your Application will not be submitted until contact and verification has occurred, no exception.

To avoid delays please ensure that your application form is completed in its entirety – all questions must be answered

Community Grant Application - Page 12 of 13



Australian Government
Australian Business Register

ABN Lookup

Current details for ABN 62 096 036 074

ABN details

Entity name:	SALISBURY MAUSOLEUM DEVELOPMENT PTY. LTD.
ABN status:	Active from 28 Feb 2001
Entity type:	Australian Private Company
Goods & Services Tax (GST):	Registered from 28 Feb 2001
Main business location:	SA 5108

Business name(s)

Business name	From
Chapel Mausoleum	28 Oct 2019
CHAPEL OF THE HOLY FAMILY SALISBURY	07 May 2010

ASIC registration - ACN or ARBN


096 036 074 [View record on the ASIC website](#)

Deductible gift recipient status

Not entitled to receive tax deductible gifts

ABN last updated: 28 Oct 2019 Page 1 of 1 Record extracted: 31 Aug 2021

Disclaimer
The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be incorrect, in certain circumstances you will be protected from liability. For more information see [disclaimer](#)




OCTOBER - CWS

Received: 2/1/21
Globe Derby Pony Club

Community Grants Program Application Form

Applications for Community Grants must be received by the 15th of each month to be assessed by the Community Wellbeing and Sport Committee the following month (providing the eligibility criteria is met).

Please ensure you have read and understood the City of Salisbury Community Grants Program Guidelines and Eligibility Criteria document prior to completing an Application.



City of Salisbury
The Living City

live it up

Application Eligibility Checklist		
Is the Funding For:	Yes	No
• Money already spent?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Salaries (initial or ongoing)? <i>Payment of facilitator or contractor engaged specifically to deliver program / activity under the grant may be considered</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Recurrent administration costs or Public Liability Insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Capital development (e.g. renovations or building changes that will be permanently part of the structure)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Upgrading facilities which belong to Local, State or Commonwealth Governments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Application from Public / Private Schools?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• An organisation trading as a sole trader/individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• A group that is a non-incorporated body and does not have a parent incorporated body or is not endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not-for-profits Commission?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Groups/organisations that have previously received funding and NOT fulfilled reporting obligations, including provision of post event evaluation/report and financial acquittal?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Groups/organisations that have received Community Grants Program funding from the City of Salisbury within the past twelve (12) months (<i>with the exception of Defibrillator funding</i>).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*If you have answered **YES** to any of these questions, this application **may NOT** be eligible for grant funding.*

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 2 of 13

Applicant Organisation Information	
1. GROUP / ORGANISATION DETAILS	
Name:	Globe Derby Pony Club
Address:	556 Whites Road & Cnr Ryans Road
Suburb:	Globe Derby Park Postcode: 5110
2. CONTACT PERSON DETAILS (this is the address that all correspondence will be sent)	
Name:	Mrs <input checked="" type="checkbox"/> Emma Griffiths
Title (your role with the group/organisation):	<input checked="" type="radio"/> Secretary Treasurer
Address:	PO Box 665, Willaston SA 5118
Phone:	Landline: Mobile: XXXXXXXXXX
Email:	globederbypc@hotmail.com
3. COMMUNITY GRANT RESPONSIBILITY	
Name of Person Responsible for the Grant:	Other: Erin Hamilton
Title (role with the group/organisation):	Club President
4. GROUP / ORGANISATION MANAGEMENT DETAILS	
How is your group/organisation managed: <small>(ensure Committee/Board Meeting Minutes are attached)</small>	Committee
Is your organisation:	
a) Incorporated:	<div>Yes <input checked="" type="checkbox"/> (go to question c)</div> <div>No <input type="checkbox"/> (go to question b)</div>
ASIC Registration Number:	
b) Operated under a Parent Organisation: <small>(please state which parent organisation you operate under below AND attach a supporting letter from the organisation)</small>	<div>Yes <input type="checkbox"/> (go to question c)</div> <div>No <input checked="" type="checkbox"/> (go to question c)</div>
Parent Organisation	
Name:	
ASIC Registration Number:	A43751

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 3 of 13

Organisation Information (continued)		
c) Community/Non-Profit:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is your organisation endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not-for-profits Commission?	Yes <input type="checkbox"/> <i>(evidence must be attached to this application)</i>	No <input checked="" type="checkbox"/>
d) Government Funded: <i>(If Yes, please list funding source/s and purpose in part e & f)</i>	Yes <input type="checkbox"/> (go to question e & f)	No <input checked="" type="checkbox"/>
e) Funding source/s:	Agistment on property and Fundraiser events such as Canteen and Raffles	
f) Purpose:	Under Pony Club SA provide Pony Club sports program for equestrians	
g) Other (please specify):	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. BANKING INFORMATION		
<i>Your organisation must have its own Bank/Credit Union Account or similar</i>		
Full Account Name: <i>Globe Derby Pony Club</i> <i>*do not provide account or BSB numbers*</i>	Financial Institution Name: <i>Commonwealth Bank</i> Branch Location: <i>Gawler</i>	
6. REFEREE INFORMATION		
<i>Please provide the name and contact details of a referee – preferably someone who can verify the bona fide status of your group/organisation (NOT Members of the Committee)</i>		
Referee's Name:	Craig Postill	
Referee's Contact Information:	[REDACTED]	

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 4 of 13

GST Declaration		
I agree upon signing of this document that I will provide Council with the following information in regards to my Australian Business Number and Goods and Services Tax registration status.		
Does your group/organisation have an ABN <i>(If Yes - Please Quote ABN.)</i> 3 8 7 8 9 1 7 8 9 6 7 <i>(If No, the ABN Declaration Form attached must be signed)</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is your group/organisation registered for GST	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
NB: GST Registration <i>If your group IS registered for GST you are required to provide a Tax Invoice to Council before an approved grant amount can be provided to your organisation. The invoice must clearly state the words TAX INVOICE, Business Name, ABN and the approved grant amount including GST.</i>		

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 5 of 13

Project/Event Budget Information	
Will the project or event generate income (e.g. ticket sales, entry fee etc.)? <i>If Yes, provide details:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>(enter '0' dollar amounts below)</i>
INCOME	\$ AMOUNT
Project or event generated income:	
Organisation's contribution:	
Income received from other Grants: <i>(list organisation(s) providing Grant funding and their contribution)</i>	\$ 1,000 Active Club Program 2020/21
Income received from sponsors: <i>(list sponsor(s) and their contribution)</i>	
Donations: <i>(please specify the source, product or service and estimated amount of funding requested)</i>	
Have you sought any other funding for the project/event: <i>(please specify the source and amount of funding requested)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
TOTAL (including GST):	\$ 1,000
What resources will you and your group contribute to the project e.g. in-kind donations, labour, time etc.?	
EXPENSES <i>(specify the proposed expense budget by item:)</i>	\$ AMOUNT
TOTAL (including GST):	\$ 0

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 6 of 13

Summary of Project/Event Information	
Is the funding for: <i>(please tick which is applicable)</i>	<input type="checkbox"/> Event <input checked="" type="checkbox"/> Project <input type="checkbox"/> Ongoing <input type="checkbox"/> New Group <input type="checkbox"/> Defibrillator
Name of Project/Event Requiring Funding	<i>Purchase Equipment - Showjumping and Dressage</i>
Date(s) of Project/Event <i>(if ongoing or one-off please state "ongoing"/"one-off")</i>	
Total cost of Project/Event	\$ 0
Amount of Community Grant Funding Requested	\$ 5,000
Is there any other information that you may feel is relevant to your application?	
<input type="checkbox"/> There are no relevant attachments.	<input type="checkbox"/> There are relevant attachments and the following documents are attached: 1. <i>Quote Dressage Arena</i> 2. <i>Quote Showjumping Equipment</i>
Which category best describes your project/event? <i>(please check all that apply)</i>	
Health	<input type="checkbox"/>
Establishment of a new group	<input type="checkbox"/>
Education and Training	<input type="checkbox"/>
Culture / Arts	<input type="checkbox"/>
Sport / Recreation	<input checked="" type="checkbox"/>
Environment	<input type="checkbox"/>
Disability	<input type="checkbox"/>
Youth	<input type="checkbox"/>
Crime Prevention	<input type="checkbox"/>
Aged	<input type="checkbox"/>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 7 of 13

Project/Event Details	
Previous Community Grants Program Funding	
Has your Organisation previously received a Community Grant? <i>(If Yes – when, amount granted and what the grant was for.)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(go to Group/Organisation Information)</i>
When was the Grant funding received (month & year):	
What amount of Grant funding was provided:	
When was the previous Grant acquitted (month & year):	
Group/Organisation Information	
Group/Organisation Name	<i>Globe Derby Pony Club</i>
Group/Organisation Description	<i>Equestrian Club under Pony Club Association of SA</i>
Group/Organisation Registered Address	<i>Number/Street: 556 Whites Road & Cnr Ryans Road</i> <i>Suburb: Globe Derby Park</i> <i>Postcode: 5110</i>
Is the Club Incorporated?	<i>yes</i>
Number of Members	<i>51</i>
% of Membership that reside in the City of Salisbury	<i>40 %</i>
Project/Event Details	
Project/Event Name	<i>Purchase Equipment</i>
Project/Event Summary	
Date(s) of Project/Event	
Location of Project/Event:	Number/Street: Suburb: <i></i> Postcode: <i></i>
How will the Project/Event benefit the residents of the City of Salisbury?	<i>Have safe and new equipment for our members - help appeal to new members and also facilitate inter-club rallies and competitions</i>
How many individuals will benefit from the Project/Event?	
% of project/event participants that reside in the City of Salisbury	<i>%</i>
If it is an Event, is it open to the public?	<i>No</i>
How will the Project/Event be promoted?	

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 8 of 13

Grant Money Requested		
Amount Requested	\$ 5,000	
Itemised Breakdown of Costs:		
<i>An itemised breakdown of costs must be provided. Please attach a separate sheet if there is insufficient space.</i>		
Dressage Arena	\$ 3,635	
Jumping Wings and Poles	\$ 2,000	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL (including GST):	\$ 5,635	
Quote Attached:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <i>(please refer to the City of Salisbury Guide to completing the Community Grants Program Application Form)</i>
<i>A detailed, current quote <u>must</u> be provided with the application.</i>		

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 9 of 13

Project or Event Scope

Provide a description of the proposed project or event:

Globe Derby Pony Club is a part of the Metropolitan Zone

We hold rallies once per-month. We additionally host inter-club competitions, rallies and State try-outs

We would like to purchase a portable Dressage Arena to host our events and use in rallies.

The purchase of Showjumping Equipment that is both safe and light to manage for practice and hosting competitions.

There are approx 10 clubs in our zone.

Attachments

- ☒ There are no attachments relating to the Project or Event Scope.
- ☐ The following documents are attached relating to the Project or Event Scope:
- 1.
 - 2.
 - 3.

Benefits and Outcomes of the Project or Event

Provide a description of the benefits and outcomes of the proposed project or event to the residents of the City of Salisbury and/or the wider community:

A well run Pony Club with proper equipment in the area of Globe Derby Park encourages Equine activities to residents. Local residents are joining as well as people agisiting their horses in the Globe Derby Park area. Local residents walk their horses to the club which is a delight to see. Our grounds are large however we need new equipment. We have \$1000 from another grant to put towards this project as noted.

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 10 of 13

Support for the Project or Event
<p><i>Demonstrate how the proposed project or event is supported by residents of the City of Salisbury and/or the wider community:</i></p> <p><i>(include a list of key partners and/or stakeholders, community members and organisations that have been consulted, how and why they support the project or event and any other information that demonstrates support.</i></p> <p><i>As mentioned residents in Globe Derby Park are horse/pony owners or agist in this area and support our club. Our club we aim to be an attraction for equine lovers in the area to agist or move .</i></p> <p><i>We aim to be a Pony Club that is at the forefront of the sport - with strong values and focus on education/teaching our members about equine behaviour, care and the skills of horse-riding. We recently represented our club at the State Championships in Naracoorte.</i></p>
<p>Attachments</p> <p><input checked="" type="checkbox"/> There are no attachments relating to Support for the Project or Event.</p> <p><input type="checkbox"/> The following documents are attached relating to Support for the Project or Event:</p> <ol style="list-style-type: none"> 1. 2. 3.
Project or Event Management
<p><u>Ongoing Projects or Events</u></p> <p><i>Describe how the proposed project or event will be managed into the future:</i> <i>(outline how you will ensure sustainability and achieve outcomes for the project or activity)</i></p> <p><u>One-off Projects or Events</u></p> <p><i>Describe how the proposed project or event will be managed:</i> <i>(outline how you will achieve outcomes for the project or activity)</i></p> <p><i>With the upgrade of our equipment we will then progress to look at the Arena surfaces and plan to improve the quality of these surfaces to make them safer for our horses and people.</i></p>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

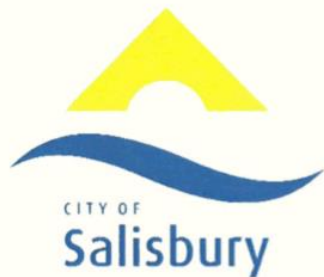
Community Grant Application - Page 11 of 13

Application Declaration	
<p><i>Please note that this declaration must be signed by two current senior office holders of the group/organisation (ie President, Secretary, Treasurer)</i></p>	
<p>Please read, tick the S1 and S2 boxes and sign:</p>	
S1	S2
<input type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that I am authorised to make this application on behalf of the Organisation.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that the information provided in this application is true and correct.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that our Organisation may be required to supply further information prior to consideration of this application by the City of Salisbury Community Grants Program.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that, should this Application be successful in obtaining Community Grant funding, our Organisation must complete the acquittal and reporting requirements as set out in the Acceptance of Community Grant – Form 1 and City of Salisbury Community Grants Program Guidelines and Eligibility Criteria.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that any changes in circumstances with regard to this Application must be notified in writing and the City of Salisbury Community Grants Program may request further information.	
<p>On behalf of <u>Globe Derby Pony Club</u> (Group/Organisation)</p>	
(Name/Position)	and (Name/Position)
/	/
(Signature 1)	(Signature 2)
(Date)	(Date)
Contact (phone number):	Contact (phone number):

Both signatories will be contacted to verify the application - a contact phone number must be provided for each.
Your Application will **not** be submitted until contact and verification has occurred, **no exception**.

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 12 of 13



Declaration Where No Australian Business Number is Required

I hereby certify that I am not required under the New Taxation System to hold an Australian Business Number (ABN), as I am not carrying out an enterprise under the New Tax System definition.

I am providing my services as:

	Yes	No
A private recreational pursuit or hobby	<input type="checkbox"/>	<input checked="" type="checkbox"/>
As an individual without a reasonable expectation of profit or gain	<input type="checkbox"/>	<input type="checkbox"/>

As such the Council is not obliged to withhold 48.5% from payments made to me.

I confirm that the above declaration is valid for all payments made by Council to our organisation. Should the situation change and I am required to hold an Australian Business Number, I will notify Council immediately.

(Group/Organisation)

(Name/Position)

(Signature)

(Date)

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 13 of 13

Application Declaration

Please note that this declaration must be signed by two current senior office holders of the group/organisation (ie President, Secretary, Treasurer)

Please read, tick the S1 and S2 boxes and sign:

S1 S2

☐ ☒ I acknowledge that I am authorised to make this application on behalf of the Organisation.

☐ ☒ I acknowledge that the information provided in this application is true and correct.

☐ ☒ I acknowledge that our Organisation may be required to supply further information prior to consideration of this application by the City of Salisbury Community Grants Program.

☐ ☒ I acknowledge that, should this Application be successful in obtaining Community Grant funding, our Organisation must complete the acquittal and reporting requirements as set out in the Acceptance of Community Grant - Form 1 and City of Salisbury Community Grants Program Guidelines and Eligibility Criteria.

☐ ☒ I acknowledge that any changes in circumstances with regard to this Application must be notified in writing and the City of Salisbury Community Grants Program may request further information.

On behalf of Globe Derby Pony Club (Group/Organisation)

Eric Hamlin / President and Ernie Griffiths / Treasurer

[Signature] [Signature]

1/9/21 1/9/21

Contact (phone number): [Redacted] Contact (phone number): [Redacted]

Both signatories will be contacted to verify the application - a contact phone number must be provided for each. Your Application will not be submitted until contact and verification has occurred, no exception.

To avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 12 of 13

**GLOBE DERBY PONY CLUB INC.
ANNUAL GENERAL MEETING
4TH JULY 2021**



**GLOBE DERBY
PONY CLUB**

Open: 1:05 pm

Apologies: Leanne Shane, Celia Moodie

Guests: Steve Brewster

Adoption of the 2020 AGM minutes: moved Selina seconded Rosemary

Business arising: None

President's report: Erin Hamilton

"We started this club with high hopes – it was a new club with many members new to riding. Three years in and most riders have ridden at State Championships and 1 rider at Nationals. Congratulations to all our riders that did get that opportunity and showed what they can do with what they have learned at our club."

Moved to accept: Natasha Radcliffe Seconded: Kelly

Treasurer's report: Lynn Hamilton

Moved to accept: Lynn Hamilton Seconded: Tania Horder

Election of Officers for 2021/2022

There were no positions up for renewal that received multiple nominations.

Vice President: Tania Horder Carried majority vote of members.

Secretary: Lynn Hamilton Carried majority vote of members.

Treasurer: Emma Griffiths Carried majority vote of members.

Committee 1: Rosemary McDonnell	Re-election, carried majority
Committee 2: Kelly	Accepted, carried majority
Committee 3: Quentie	Accepted, carried majority
Committee 3: Robyn Clarke	Accepted, carried majority
Committee 5: Sarah Crowe (Fundraising / Grants)	Accepted, carried majority

Rally Coordinator: Robyn Anderson Accepted, carried majority

Junior Committee Representative: Aleesha Accepted, carried majority

General Business

Set membership fees for 2022/2023:

Pony Club SA have increased the amount charged to everyone. Keep member fee unchanged from 2021/2022.

Moved: Tania Horder Seconded: Natasha Radcliffe

Any Other Business

Emma Griffiths: spending of the \$1,000 grant. Need to look at what to spend the grant on – must be spent on sport or safety equipment. Other things we might want to look at – sheds, toilets, arenas.

Meeting closed: 1:32 pm

Next committee meeting: 27 July 2021. Location to be advised.

[illegible]

PFS FENCING PTY LTD

ABN: 49 121 497 550 / 36 Joyco Dr, Dandenong Sth, VIC 3175
 sales@polvinfencing.com.au / www.polvinfencing.com.au
 Ph: 03 9768 2198 / Fax: 03 9706 4011



QUOTATION	#Q26799	25th May 2021
<p>Rosemary McDonnell 335 Windsor Road Windsor, SA 5501 rosiemcpeake@hotmail.com 0404 123 456</p>		
<p>Materials for the following Dressage Items</p>		
1	60 x 20m Portable Dressage Arena in White	
2	Set of 12 Dressage Letters	

1

Portable Dressage Arena



Product:	Portable Dressage Arena
Measurement:	60 x 20metres
Rail Height:	270mm
Rail Length:	4 metres
Arena Colour:	White

2

Set of 12 Dressage Letters



Product:	Set of 12 Dressage Letters
Measurement:	Three-sided cones, 60cm tall x 40cm wide
Letter Colour:	White

Please see over for price of materials

Quote is valid for 30 days from the date of issue. / Quote - Page 1 of 2

PFS FENCING PTY LTD

ABN: 49 121 497 550 / 36 Jayco Dr, Dandenong Sth, VIC 3175

sales@polvinfencing.com.au / www.polvinfencing.com.au

Ph: 03 9768 2198 / Fax: 03 9706 4011



Quote # Q26799

All of the Fencing Components included in this Quotation are as follows:

(Please check against specifications sent)

Product Description	Quantity	Unit Price	Extended
<u>Portable Dressage Arena</u>			
60x20m Portable Dressage Arena	1	\$ 2,530.00	\$ 2,530.00
<u>Dressage Letters</u>			
Set of 12 Dressage Letters	1	\$ 660.00	\$ 660.00
Freight to: Adelaide Depot (Customer to collect from Depot)			\$ 445.00
Total			\$ 3,635.00

10% GST Included in Total.

Please indicate your acceptance of the above Quotation by signing on the right. Please email your signed Quotation back to us at: sales@polvinfencing.com.au

DETAILS FOR DIRECT BANKING PAYMENTS

Name: PFS Fencing Pty Ltd

Bank: National Bank of Australia

BSB: No: 084 - 004

Account No: 195 121 389

We would appreciate: 30% deposit on acceptance.
Balance of payment is required prior to dispatch of fencing

Quote is valid for 30 days from the date of issue / Quote - Page 2 of 2

Signed By

Print Name

Date Signed



ASIC

Australian Securities & Investments Commission

Association

GLOBE DERBY PONY CLUB INCORPORATED

Extracted from ASIC's database at AEST 11:29:22 on 03/09/2021

Association Summary

Name: GLOBE DERBY PONY CLUB INCORPORATED

ABN:

Registration Number: A43751

Registered State: South Australia

Registration Date: 17/09/2018


Status: Registered

Type: Associations

Regulator: Office of Consumer & Business Affairs, South Australia

03/09/2021 AEST 11:29:22

1



Australian Government
Australian Business Register

ABN Lookup

Current details for ABN 38 789 178 967

ABN details

Entity name:

GLOBE DERBY PONY CLUB INCORPORATED

ABN status:

Active from 25 Sep 2018

Entity type:

[Other Incorporated Entity](#)

Goods & Services Tax (GST):

Not currently registered for GST

Main business location:

SA 5110

Deductible gift recipient status

Not entitled to receive tax deductible gifts

ABN last updated: 03 Oct 2018

Page 1 of 1

Record extracted: 03 Sep 2021

Disclaimer

The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be incorrect, in certain circumstances you will be protected from liability. For more information see [disclaimer](#)

This form can be completed, printed, signed and posted; OR completed, signed (p12/13 by hand) then submitted via the email button along with the signed, scanned page(s) & relevant attachments.



check the application before printing or submitting

Community Grants Program

Application Form

Applications for Community Grants must be received by the 15th of each month to be assessed by the Community Wellbeing and Sport Committee the following month (providing the eligibility criteria is met).

Please ensure you have read and understood the City of Salisbury Community Grants Program Guidelines and Eligibility Criteria document prior to completing an Application.



live it up

Application Eligibility Checklist		
Is the Funding For:	Yes	No
• Money already spent?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Salaries (initial or ongoing)? <i>Payment of facilitator or contractor engaged specifically to deliver program / activity under the grant may be considered</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Recurrent administration costs or Public Liability Insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Capital development (e.g. renovations or building changes that will be permanently part of the structure)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Upgrading facilities which belong to Local, State or Commonwealth Governments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Application from Public / Private Schools?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• An organisation trading as a sole trader/individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• A group that is a non-incorporated body and does not have a parent incorporated body or is not endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not-for-profits Commission?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Groups/organisations that have previously received funding and NOT fulfilled reporting obligations, including provision of post event evaluation/report and financial acquittal?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Groups/organisations that have received Community Grants Program funding from the City of Salisbury within the past twelve (12) months (with the exception of Defibrillator funding).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**If you have answered YES to any of these questions,
this application **may NOT be** eligible for grant funding.**

*to avoid delays please ensure that your application form is completed in its entirety - **all questions must be answered***

Community Grant Application - Page 2 of 13

Applicant Organisation Information		
1. GROUP / ORGANISATION DETAILS		
Name:	Adelaide Tamil Association Inc.	
Address:	PO Box 618	
Suburb:	North Adelaide	Postcode: 5006
2. CONTACT PERSON DETAILS (this is the address that all correspondence will be sent)		
Name:	Mr Chris Antony	
Title (your role with the group/organisation):	Treasurer	
Address:	PO Box 618, North Adelaide, SA 5006	
Phone:	Landline: 83630779 Mobile: [REDACTED]	
Email:	treasurer@adelaidetamil.com.au	
3. COMMUNITY GRANT RESPONSIBILITY		
Name of Person Responsible for the Grant:	Mr Chris Antony	
Title (role with the group/organisation):	Treasurer	
4. GROUP / ORGANISATION MANAGEMENT DETAILS		
How is your group/organisation managed: (ensure Committee/Board Meeting Minutes are attached)	Adelaide Tamil Association is managed by a Management Committee	
Is your organisation:		
a) Incorporated:	Yes <input checked="" type="checkbox"/> (go to question c)	No <input type="checkbox"/> (go to question b)
ASIC Registration Number:	A39226	
b) Operated under a Parent Organisation: (please state which parent organisation you operate under below AND attach a supporting letter from the organisation)	Yes <input type="checkbox"/> (go to question c)	No <input checked="" type="checkbox"/> (go to question c)
Parent Organisation		
Name:		
ASIC Registration Number:		

to avoid delays please ensure that your application form is completed in its entirety - **all questions must be answered**

Community Grant Application - Page 3 of 13

Organisation Information (continued)		
c) Community/Non-Profit:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is your organisation endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not- for-profits Commission?	Yes <input type="checkbox"/> <i>(evidence must be attached to this application)</i>	No <input checked="" type="checkbox"/>
d) Government Funded: <i>(If Yes, please list funding source/s and purpose in part e & f)</i>	Yes <input type="checkbox"/> (go to question e & f)	No <input checked="" type="checkbox"/>
e) Funding source/s:		
f) Purpose:		
g) Other (please specify):	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5. BANKING INFORMATION		
<i>Your organisation must have its own Bank/Credit Union Account or similar</i>		
Full Account Name: <i>Adelaide Tamil Association</i> <i>*do not provide account or BSB numbers*</i>	Financial Institution Name: <i>Bank SA</i> Branch Location: <i>Magill</i>	
6. REFEREE INFORMATION		
<i>Please provide the name and contact details of a referee – preferably someone who can verify the bona fide status of your group/organisation (NOT Members of the Committee)</i>		
Referee's Name:	<i>Mrs. Helena Kyriazopoulos (CEO - MCCSA)</i>	
Referee's Contact Information:	<div style="background-color: black; width: 100%; height: 1.2em;"></div>	

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 4 of 13

GST Declaration		
I agree upon signing of this document that I will provide Council with the following information in regards to my Australian Business Number and Goods and Services Tax registration status.		
Does your group/organisation have an ABN <i>(If Yes - Please Quote ABN:)</i> 4 5 6 8 4 3 6 6 3 9 7 <i>(If No, the ABN Declaration Form attached must be signed)</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is your group/organisation registered for GST	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
NB: GST Registration <i>If your group IS registered for GST you are required to provide a Tax Invoice to Council before an approved grant amount can be provided to your organisation. The invoice must clearly state the words TAX INVOICE, Business Name, ABN and the approved grant amount including GST.</i>		

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 5 of 13

Project/Event Budget Information	
Will the project or event generate income (e.g. ticket sales, entry fee etc.)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (enter '0' dollar amounts below)
If Yes, provide details:	
INCOME	\$ AMOUNT
Project or event generated income:	\$ 4,500
Organisation's contribution:	\$ 1,000
Income received from other Grants: (list organisation(s) providing Grant funding and their contribution)	\$ 4,950 Multicultural SA (DPC)
Income received from sponsors: (list sponsor(s) and their contribution)	\$ 2,125 Ingle Family Dental, SR Timbers, Solitaire realEstate, MAS Tax accountants
Donations: (please specify the source, product or service and estimated amount of funding requested)	\$ 500 Donations Sourced through Wider Tamil Community
Have you sought any other funding for the project/event: (please specify the source and amount of funding requested)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No \$ 500 Organisation will source this fund from potential sponsors
TOTAL (including GST):	\$ 13,575
What resources will you and your group contribute to the project e.g. in-kind donations, labour, time etc.?	Atleast 50 Volunteers will work 20-25 hrs for a months time. Their work involves attending meetins, event marketing, getting quotes and finalising food, Preparing venue and venue management etc.,
EXPENSES (specify the proposed expense budget by item:)	\$ AMOUNT
1. Angkor Hall hire & Sound hire	\$ 4,300
2. Live band, Photo and Video	\$ 2,275
3. Decorations and gifts	\$ 2,400
4. Event marketing, Balloon artist, Face paint	\$ 1,650
5. Catering	\$ 2,000
6. Fire works	\$ 5,000
7. Jumping castle	\$ 300
8. Traffic management, security, covid marsha	\$ 825
TOTAL (including GST):	\$ 18,750

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 6 of 13

Summary of Project/Event Information	
Is the funding for: <i>(please tick which is applicable)</i>	<input checked="" type="checkbox"/> Event <input type="checkbox"/> Project <input type="checkbox"/> Ongoing <input type="checkbox"/> New Group <input type="checkbox"/> Defibrillator
Name of Project/Event Requiring Funding	Deepavali 2021
Date(s) of Project/Event <i>(if ongoing or one-off please state "ongoing"/"one-off")</i>	13/11/2021 One-off
Total cost of Project/Event	\$ 18,750
Amount of Community Grant Funding Requested	\$ 5,000
Is there any other information that you may feel is relevant to your application?	<p>Angkor hall has a unlimited opportunity for Adelaide Tamil Association due to its large space and space outside to celebrate Deepavali with fire works. Atleast 500 attendees can be engaged from the community for this festival. Community hall facilitates atleast forty percent of our members who live in City of Salisbury to attend due to its proximity. Attendees are charged minimal entrance fees as contribution towards the cost.</p>
<input type="checkbox"/> There are no relevant attachments.	<input checked="" type="checkbox"/> There are relevant attachments and the following documents are attached: 1. Covid Safe Plan 2.
Which category best describes your project/event? <i>(please check all that apply)</i>	
Health	<input type="checkbox"/>
Establishment of a new group	<input type="checkbox"/>
Education and Training	<input type="checkbox"/>
Culture / Arts	<input checked="" type="checkbox"/>
Sport / Recreation	<input checked="" type="checkbox"/>
Environment	<input type="checkbox"/>
Disability	<input type="checkbox"/>
Youth	<input type="checkbox"/>
Crime Prevention	<input type="checkbox"/>
Aged	<input type="checkbox"/>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 7 of 13

Project/Event Details	
Previous Community Grants Program Funding	
Has your Organisation previously received a Community Grant? <i>(If Yes – when, amount granted and what the grant was for:)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(go to Group/Organisation Information)</i>
When was the Grant funding received (month & year):	November 2020
What amount of Grant funding was provided:	\$ 5,000
When was the previous Grant acquitted (month & year):	July 2021
Group/Organisation Information	
Group/Organisation Name	Adelaide Tamil Association
Group/Organisation Description	Not for profit community organisation
Group/Organisation Registered Address	Number/Street: PO Box 618 Suburb: North Adelaide Postcode: 5006
Is the Club Incorporated?	yes
Number of Members	550
% of Membership that reside in the City of Salisbury	40 %
Project/Event Details	
Project/Event Name	Deepavali 2021
Project/Event Summary	Festival of Lights symbolizing victory of light over darkness
Date(s) of Project/Event	13/11/2021
Location of Project/Event:	Number/Street: 376-386,, Salisbury Highway Suburb: Parafield Gardens Postcode: 5107
How will the Project/Event benefit the residents of the City of Salisbury?	Opportunity for communities to share culture, language and Traditions
How many individuals will benefit from the Project/Event?	500 This event promotes community engagement in present covid situation and benefit from promoting culture and Traditions
% of project/event participants that reside in the City of Salisbury	40 % 100 families (200 individual members) live in City of Salisbury and expect all of them to participate in this event
If it is an Event, is it open to the public?	Yes Event is open to public taking due care of present covid rules
How will the Project/Event be promoted?	Email to members, Facebook and online medias, Posters in groceries

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 8 of 13

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

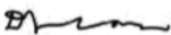
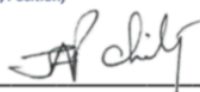
Project or Event Scope		
<p><i>Provide a description of the proposed project or event:</i></p> <p><i>Deepavali is the festival of lights and it is celebrated every year. Deepavali means "Rows of lighted lamps". Deepavali symbolizes the "victory of light over darkness, good over evil, and knowledge over ignorance. Event showcases cultural dances, Classical dances, Singing, Drama, Tamil Stand-up comedy and a Band. In this Event, Organisation felicitates and recognises nominated entrepreneurs from the Wider Tamil community. Various Stalls with different activities set up in venue will help people gathered to appreciate the Tamil culture and remeber the past. This event also helps parents to demonstrate Tamil Culture and Tradition to their children. Deepavali event provides the purpose, meaning and hope through the use of rituals and celebrations to the people gathered. Organisation not only assures entertainment to eyes and ears of attendees but a well cooked Tamil traditional food to all attendees. Event helps us to bring the community together in promoting our cultural, language and also to encourage our local artist. This will opens up volunteering opportunity which will be a learning skill for new migrants from our community and also for wider community. This event will be used as an opportunity to publizise the importance and need for everyone to Covid 19 vaccination.</i></p> <p>Attachments</p> <p><input checked="" type="checkbox"/> There are no attachments relating to the Project or Event Scope.</p> <p><input type="checkbox"/> The following documents are attached relating to the Project or Event Scope:</p> <ol style="list-style-type: none"> 1. 2. 3. 		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th style="padding: 5px; text-align: center;">Benefits and Outcomes of the Project or Event</th> </tr> </thead> <tbody> <tr> <td style="padding: 10px;"> <p><i>Provide a description of the benefits and outcomes of the proposed project or event to the residents of the City of Salisbury and/or the wider community:</i></p> <p><i>In the present Covid situation, Deepavali event provides opportunity for the Community engagement and to collaborate. It is a good opportunity for the 100 Tamil families living in City of Salisbury to meet the Wider community and vice versa, enabling them to exchange. Celebrations will nurture hope and trust amongst the community. Event helps us to bring the community together in promoting our cultural, language and also to encourage our local artist. Event will also Provide an opportunity for mentally and emotionally affected from Covid 19 pandemic to recover and attendees will benefit from allocation made on importance and need for Covid 19 vaccination. This will open up volunteering opportunity which will be a learning skill for new migrants from our community and also for wider community. This event will boost small businesses within the community in various sectors in present dire situation.</i></p> </td> </tr> </tbody> </table>	Benefits and Outcomes of the Project or Event	<p><i>Provide a description of the benefits and outcomes of the proposed project or event to the residents of the City of Salisbury and/or the wider community:</i></p> <p><i>In the present Covid situation, Deepavali event provides opportunity for the Community engagement and to collaborate. It is a good opportunity for the 100 Tamil families living in City of Salisbury to meet the Wider community and vice versa, enabling them to exchange. Celebrations will nurture hope and trust amongst the community. Event helps us to bring the community together in promoting our cultural, language and also to encourage our local artist. Event will also Provide an opportunity for mentally and emotionally affected from Covid 19 pandemic to recover and attendees will benefit from allocation made on importance and need for Covid 19 vaccination. This will open up volunteering opportunity which will be a learning skill for new migrants from our community and also for wider community. This event will boost small businesses within the community in various sectors in present dire situation.</i></p>
Benefits and Outcomes of the Project or Event		
<p><i>Provide a description of the benefits and outcomes of the proposed project or event to the residents of the City of Salisbury and/or the wider community:</i></p> <p><i>In the present Covid situation, Deepavali event provides opportunity for the Community engagement and to collaborate. It is a good opportunity for the 100 Tamil families living in City of Salisbury to meet the Wider community and vice versa, enabling them to exchange. Celebrations will nurture hope and trust amongst the community. Event helps us to bring the community together in promoting our cultural, language and also to encourage our local artist. Event will also Provide an opportunity for mentally and emotionally affected from Covid 19 pandemic to recover and attendees will benefit from allocation made on importance and need for Covid 19 vaccination. This will open up volunteering opportunity which will be a learning skill for new migrants from our community and also for wider community. This event will boost small businesses within the community in various sectors in present dire situation.</i></p>		

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 10 of 13

Support for the Project or Event
<p><i>Demonstrate how the proposed project or event is supported by residents of the City of Salisbury and/or the wider community:</i></p> <p><i>(include a list of key partners and/or stakeholders, community members and organisations that have been consulted, how and why they support the project or event and any other information that demonstrates support.</i></p> <p><i>Adelaide Tamil Association is proud to accept the support from Members living in City of Salisbury. Members are providing in-kind support through volunteering. They are contributing about 20-25 hrs each for this event arrangement. Community members providing in-kind support from City of Salisbury Council are Mr. Manikandan Shanmugasundaram, Mr. Rajendran Balasubramanian, Mr. Rajesh Manoharan and Mr. Babu Solomon. Their support for Organisation includes conduct audition of all selected programmes, arrange catering, flower arrangements, gift purchases for chief guests, venue arrangements and sequencing the whole program etc., Every individual Community members have come forward expressing their interest to volunteer is to engage the community with a one simple slogan "United we stand". Dr. Pandyan of Ingle family Dental, Inglefarm is our event sponsor and member of this community. He is already doing great work to this community by supporting with discounts in his treatments. This Event would help New migrants who are upcoming within the community to know him and get support.</i></p> <p>Attachments</p> <p><input checked="" type="checkbox"/> There are no attachments relating to Support for the Project or Event.</p> <p><input type="checkbox"/> The following documents are attached relating to Support for the Project or Event:</p> <ol style="list-style-type: none"> 1. 2. 3.
Project or Event Management
<p><u><i>Ongoing Projects or Events</i></u></p> <p><i>Describe how the proposed project or event will be managed into the future:</i> (outline how you will ensure sustainability and achieve outcomes for the project or activity)</p> <p><u><i>One-off Projects or Events</i></u></p> <p><i>Describe how the proposed project or event will be managed:</i> (outline how you will achieve outcomes for the project or activity)</p> <p><i>Adelaide Tamil Association has formed Events Management Committee consisting of five Committee members with a Event Chair. Events Management committee has identified the resources required in the area of Venue finalisation, Performance coordinations, advertising and marketing, Budgeting, crowd management with special reference to Covid restrictions, Venue decoration, Photo/video etc., Volunteer requirement for each area was communicated to the community and organised.</i></p>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Application Declaration	
<p style="color: red; font-weight: bold;">Please note that this declaration must be signed by two current senior office holders of the group/organisation (ie President, Secretary, Treasurer)</p>	
<p>Please read, tick the S1 and S2 boxes and sign:</p>	
S1	S2
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that I am authorised to make this application on behalf of the Organisation.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that the information provided in this application is true and correct.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that our Organisation may be required to supply further information prior to consideration of this application by the City of Salisbury Community Grants Program.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that, should this Application be successful in obtaining Community Grant funding, our Organisation must complete the acquittal and reporting requirements as set out in the Acceptance of Community Grant – Form 1 and City of Salisbury Community Grants Program Guidelines and Eligibility Criteria.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that any changes in circumstances with regard to this Application must be notified in writing and the City of Salisbury Community Grants Program may request further information.	
<p>On behalf of <u>Adelaide Tamil Association</u> <small>(Group/Organisation)</small></p>	
<p style="color: red;">Mr. Joseph Xavier / President</p> <p><small>(Name/Position)</small></p>	<p style="color: blue;">Mr. Chris Antony / Treasurer</p> <p><small>(Name/Position)</small></p>
 <hr style="border: 0; border-top: 1px solid black;"/> <p><small>(Signature 1)</small></p>	 <hr style="border: 0; border-top: 1px solid black;"/> <p><small>(Signature 2)</small></p>
<p>11 September 2021</p> <hr style="border: 0; border-top: 1px solid black;"/> <p><small>(Date)</small></p>	<p>11 September 2021</p> <hr style="border: 0; border-top: 1px solid black;"/> <p><small>(Date)</small></p>
<p>Contact (phone number) [REDACTED]</p>	<p>Contact (phone number) [REDACTED]</p>

Both signatories will be contacted to verify the application - a contact phone number must be provided for each. Your Application will **not** be submitted until contact and verification has occurred, **no exception**.

to avoid delays please ensure that your application form is completed in its entirety - **all questions must be answered**



Declaration Where No Australian Business Number is Required

I hereby certify that I am not required under the New Taxation System to hold an Australian Business Number (ABN), as I am not carrying out an enterprise under the New Tax System definition.

I am providing my services as:

	Yes	No
A private recreational pursuit or hobby	<input type="checkbox"/>	<input type="checkbox"/>
As an individual without a reasonable expectation of profit or gain	<input type="checkbox"/>	<input type="checkbox"/>

As such the Council is not obliged to withhold 48.5% from payments made to me.

I confirm that the above declaration is valid for all payments made by Council to our organisation. Should the situation change and I am required to hold an Australian Business Number, I will notify Council immediately.

(Group/Organisation)

(Name/Position)

(Signature)

(Date)

[Click Here to Complete Application](#)

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 13 of 13

SA.GOV.AU or
1800 253 787KEEPING SA
SAFE & STRONGGovernment of
South Australia

COVID-SAFE PLAN – 9 September 2021

Business name:

Adelaide Tamil Association

Has a maximum capacity of:

828 people (excluding staff)



is aware of current infection control and precautionary measures as recommended by health authorities and set out in this plan



agrees to comply with general and specific obligations under current Emergency Management Directions



this COVID-Safe Plan is available on-site

Venue areas		
Name	Area (in m ²)	Max people (excluding staff)
Main hall	800	600
Side Hall	230	172
foyer	75	56

Note: lower capacity limits may apply to you as a consequence of existing regulation, legislation or licensing arrangements.
The above figures only outline how many people you can accommodate per room/area while observing your density requirement.

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia



COVID-Safe Check-In

Adelaide Tamil Association



Checking in is quick and easy:

1. Scan the QR code with the free mySA GOV app or your phone camera
2. Enter your name and mobile number
3. Follow the prompts
4. Show staff your green tick

Remember:



Do not enter if you are unwell



Stay 1.5 metres from others not in your group



Regularly wash or sanitise your hands

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787KEEPING SA
SAFE & STRONGGovernment of
South Australia

COVID-SAFE PLAN – 9 September 2021

Summary	
Name of business	Adelaide Tamil Association
Business or activity	Indoor public meetings (halls, meeting chambers, community facilities)
Address of business or activity	376 SALISBURY HIGHWAY PARAFIELD GARDENS SOUTH AUSTRALIA 5107
Owner or Operator name	Chris Antony
Plan completed by	Chris Antony
Contact phone	[REDACTED]
Contact email	treasurer@adelaidetamil.com.au

People capacity (excluding staff)		
Venue areas		
Name	Area in m ²	Maximum number of people (excluding staff) in this area
Main hall	800	600
Side Hall	230	172
foyer	75	56
Total number of people (excluding staff) allowed on premises	<u>828</u>	
Note: <ul style="list-style-type: none">• The above capacity limits apply unless lower capacity limits apply to your premises under existing legislation, regulation or licensing arrangements. For example: if you have a small venue liquor licence, lower capacity limits may apply to your premises than the ones listed above.• Indoor fitness and physical recreation venues and activities: these activities and venues, such as gyms or dance studios, must observe a density of 1 person per 4 square metres.• Swimming pools: these venues also need to apply a density of 1 person per 4 square metres.• Weddings and funerals: these activities are currently limited to a maximum of 150 people, depending on where they are held.		

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia

- **Private activities:** these activities (events, functions or other gatherings held at a place that does not constitute a defined public activity, a gathering at home, or an event, function or gathering involving only members of the same household) are limited to 150 people.
- **Private functions:** these activities (invitation-only events or functions on a part of relevant licenced premises where there is no access for members of the public who are not invited) are limited to 150 people if they involve standing consumption. If they do not include standing consumption, only the density requirement applies.
- **Residential gatherings: at a home/residential premises:** are only allowed up to a maximum of 20 people (including the home's regular occupants)
- **More than 1,000 people:** you are only allowed to have more than 1,000 people on site if you have a COVID Management Plan approved by SA Health.

Obligations

General principles

General obligations – Contact tracing with approved contact tracing system

- You must put in place and operate an approved contact tracing system at your venue or activity.
- This means either the QR Code provided in this plan (COVID-Safe Check-in), or another electronic platform approved by the State Coordinator. You are not allowed to use any different option.
- People attending your venue or activity must check in using the approved contact tracing system you have put in place (unless they are genuinely unable, for example if they do not have a smartphone).
- They must do so as soon as practical upon entry to your premises.
- If using COVID-Safe Check-in, you must print and make the QR Code provided in this COVID-Safe Plan available onsite to allow people attending your venue or activity to check in.
- You should have a different type of attendance record available for people attending your venue that are truly unable to use COVID-Safe Check-in (that is, as a back-up option - this refers to printed, paper contact tracing records, for example).
 - These records must then include each person's contact details, and the time and date of attendance.
 - They must be produced for inspection at the request of an authorised officer.
 - It is prohibited to use these records for any other purpose than for COVID-19 contact tracing.
 - They can be physical or digital records.
 - They may not be copied, photographed, taken, or used by anyone else than you or an authorised officer.
 - They must be kept in a way that reduces the risk of them being copied, photographed, taken or used by any person other than an authorised officer.

General obligations - density

- If a room or area is used only for a seated activity, then the maximum number of members of the public per separate room or area must not exceed 3 persons per 4 square metres of publicly accessible space.

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia

- If a room or area is used for a standing activity or a mix of seated and standing activities, then the maximum number of members of the public per separate room or area must not exceed 1 person per 2 square metres of publicly accessible space.
- This COVID-Safe Plan has automatically applied the density rule that is most applicable to your business or activity. However, in some instances, you may need to manually amend your capacity. This is because your Plan cannot automatically determine if an area is used for standing, seated or mixed activities, particularly for venues that host multiple different activities. For example, for outdoor sports, 1 person per 2 square metres applies for the area where sports are played, but seated spectator areas may have up to 3 persons per 4 square metres. In these situations, plan holders are allowed to manually apply the 3 per 4 square metres rule to their spectator areas, as long as they make sure 3 per 4 square metres is only applied to areas where only seated activities occur.
- **Note:** the density requirement does not apply to movable places.

General obligations - distancing

- Have measures in place to maintain and encourage others to maintain the physical distancing principle of at least 1.5 metres separation. This includes:
 - Between groups within each room.
 - At entry and exit points.
 - This does not apply to those who attend as a group, such as members of the same household, family or people who otherwise regularly associate with each other.
 - For larger venues, complying with this requirement means that you will need to have crowd control measures in place, including in relation to queuing.

General obligations – COVID-Safe Plan

- A COVID-Safe Plan must be submitted by all individuals or organisations that own, operate or host Defined Public Activities, host a gathering on residential premises, host a private function or a private activity, or operate passenger transport services, as outlined by the Emergency Management (Public Activities) (COVID-19) Direction.

The plan must be produced on request from an authorised officer.

General obligations – capacity limits

- No more than 1,000 people are allowed on site at any one time. To be allowed to have more than 1,000 people on-site, you will need to prepare a dedicated COVID Management Plan and have this approved by SA Health.
- **Note:** a lower capacity limit may apply based on your activity type or the square metres available on site.

General obligations – COVID Marshals (if relevant)

- Any business or activity that includes prescribed operations and/or requires a COVID Management Plan to be allowed to operate, must also have at least one dedicated COVID Marshal on site at all times while operating/open to the public.
- Visit www.covid-19.sa.gov.au for more information on when a COVID Management Plan is required.
- This means a dedicated staff member who is 16 or older, has completed training as prescribed by SA Health, who is clearly identifiable as a COVID Marshal, and whose duty is to supervise and ensure that all

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia

people onsite comply with the COVID Management Plan, including distancing, density, hygiene and cleaning, infection control, venue layout, ensuring stock of items like sanitiser, and other requirements as relevant (such as keeping attendance records).

- If you operate 24/7 with staff not always onsite, you only need to have a COVID Marshal onsite at all times of high patronage.
- If you reasonably expect 200 people or more to be onsite at the same time, the COVID Marshal may not have any other duties than being a COVID Marshal.
- The owner, operator or person who is effectively in charge of a business or activity is responsible for ensuring that a COVID Marshal is in place.
- They must also keep records of completion of Marshals' training, and provide these records to an authorised officer on request.
- If your premises are used by different people or organisations, it is the responsibility of the owner or person with care/control/management of your premises to ensure that it is supervised by a COVID Marshal, if and when required.
- This will be the case when your premises are used by people conducting prescribed operations.
- In this case, you do not have to supply the COVID Marshal, but you must ensure the person conducting the prescribed operations supplies a COVID Marshal. You can determine how this is done - for example, you can include in the hiring terms and conditions that the hirer must have a COVID Marshal.
- Prescribed operations include: onsite purchase and consumption of food or beverages; sports clubs, religious or faith-based ceremonies, swimming pools used by the public, gyms and fitness centres, any activity that requires a COVID Management Plan, supermarkets, hardware stores, distribution centres and associated transport operations.

General obligations - singing

- Singing in non-residential indoor places without a mask is only allowed if:
 - it is an individual performer (not including karaoke performers; karaoke is only allowed with a mask)
 - the singers are part of a group of performers and they are performing or rehearsing (not including karaoke performers or persons performing or rehearsing as part of a choir or chorus, because those types of singing are only allowed with a mask)
 - the premises are an educational establishment, or
 - the singers are undertaking or providing an individual lesson
- In any circumstances other than the above, singing in non-residential indoor places is only allowed if any people who are singing are wearing a mask covering the mouth and nose

General obligations – masks

- Masks are mandatory in the following settings:
 - all indoor public places. This means indoor places that the public has access to, regardless of whether they must pay to access the place or can do so for free
 - personal care and beauty services
 - indoor fitness and physical recreation facilities, including gyms, swimming pools, dance studios but they only have to wear a mask while they are not exercising

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia

- passenger transport services
- healthcare, residential care, disability support services, in-home aged care services and supported living services
- high-risk settings. This category includes: residential aged care facilities, disability care facilities, prisons, correctional facilities, training centres or other places of custody; and any of the following areas within a public or private hospital: an emergency department, an intensive care unit, a respiratory ward, and an oncology ward; or any health care service provided in any Aboriginal community or any other Aboriginal community controlled health service)
- Masks are not required if a person:
 - has a relevant medical condition, including problems with breathing, serious conditions of the face, a disability, or a mental health condition.
 - needs to have their mouth visible for communication, for example to communicate with someone who is deaf or hard-hearing
 - is lawfully required to remove their mask for identification purposes
 - is eating or drinking
 - is younger than 12 years old
 - is carrying out functions as an authorised worker and it is not possible to properly carry out these functions with a mask on.
 - Is receiving a health or personal care service and wearing a mask would reasonably interfere with the provision of the health or personal care service. The providers of the service do need to wear a mask.
 - Is part of a bridal party, but only during a wedding ceremony. Masks must be worn during the reception/other events associated with the wedding.

I understand that the above requirements are legal obligations under current Emergency Management directions. If I do not comply with these, I may face a fine of up to \$5,000



Recommendations

General

Physical distancing

- Consider venue layout and move tables and seating to comply with physical distancing (1.5m separation) and density requirements (how many people per square metre you are allowed to have).
- Dedicate separate bathroom facilities for each separate room or area of a venue, where possible. Install signage to make members of the public aware of which bathroom to use.
- Dedicate separate entry and exit doors from separate rooms, and pathways to encourage "one-way traffic" where possible.
- Minimise mixing between separate rooms or groups of people as much as possible.

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia

- Display signage at the venue entrance to instruct members of the public (and staff) not to enter if they are unwell or have COVID-19 symptoms.
- Encourage contactless payments to be used where possible.
- Encourage online bookings, reservations and pre-ordering where practical.
- Consider using physical barriers, such as plexiglass screens, in areas that involve high volume interactions (e.g. point of sale).
- Consider placing floor/wall markings or signs to identify 1.5 metres distance between people, particularly for queues and waiting areas.
- Monitor compliance with physical distancing requirements, with particular regard to areas where members of the public might congregate.
- Consider limiting the duration of any activity to 2 hours or less where possible.
- Encourage and support downloading of COVID-Safe App.

Contact tracing with approved contact tracing system

- To set up your COVID-Safe Check-in station(s), all you have to do is print the QR code provided in this Plan, and make it available onsite.
- It is recommended to make your QR code available on various locations, for example on each table, in a central area, near a service area, or near your entrance.
- When choosing the best place, please make sure you do not create bottlenecks/queues.
- You as the business owner/operator or person in charge of your activity are legally required to make QR code check-in available and encourage its use, and all people attending your venue - even if very briefly - are required to use it to check in as soon as practical upon entry. This includes attendees, patrons, contractors, staff, couriers/delivery drivers, take-away only patrons, and so forth.
- The requirement for attendees to check in as soon as practical upon entry can be met in several ways. For example, patrons can check in once they have taken their seat at a restaurant or café via a QR code on their table, quickly check in at the door if there is no queue, or use QR codes located further into the business to avoid people congregating at the door.
- The data collected in this way is stored in a highly secure way, and can only be used by SA Health for contact tracing purposes. The data will be kept only for 28 days.
- To prevent your QR codes from getting damaged easily, you may wish to laminate the page they are printed on. This will not affect their usability.
- Please only use the QR code provided in your plan, as this is linked to your venue/place of your activity.
- You, as well as authorised officers, are allowed to ask attendees attending your venue or activity to provide evidence of having checked in by showing the confirmation text message on their phone.
- To comply with the requirement to keep your back-up contact tracing records (paper or similar) in a way that reduces the risk of them being copied, photographed, taken or used by any person other than an authorised officer, you can:
 - Place your sign-in sheets in plain view of staff, or have individual check-in slips available that attendees can put into a secure tin or box.
 - Ensure that any copies are kept safe and secure, and away from the general public.
 - Ensure that you regularly remove sign-in logs and store them safely for 28 days.

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia

- To ensure checking in is also possible for people with a disability, special needs or from a culturally or linguistically diverse background, you may want to consider:
 - Also printing a bigger version of your QR Code (on A3 paper)
 - Providing multiple copies of your QR codes, including both on shoulder height and at 1 metre from the ground
 - Printing your QR code page in colour
- If you have to install a separate, unique QR code for an event (this is required for a private function, for example), please make sure you list the date of the event in the name of your COVID-Safe Plan, and please make sure the QR code is removed and no longer used after the event has ended.

Hygiene, cleaning and disinfection

- Conduct frequent environmental cleaning and disinfection especially of touch-points (door handles, push plates including bathroom, EFTPOS facilities, counters, table tops, backs of chairs, food preparation areas etc).
- Refer to SA Health and the Australian Government's online COVID-19 cleaning guidelines and factsheets for detailed information on how to undertake effective cleaning and disinfection, including the products and methods to use.
- Frequency of cleaning will be determined by the turn-over of attendees – the more people attend over a period of time, the more cleaning required.
- Clean bathrooms more frequently than lower traffic areas, especially taps, door handles and other frequently touched points. Note that for certain activities, this is mandatory.
- Avoid providing/using shared items, equipment or utensils. Where this is not possible, clean them frequently or between use.
- Provide hand sanitiser on entry and exit of the premises, and areas where you expect many people to be, or a high turnover of people.
- Consider installing signage on hand hygiene and cough etiquette.
- Ensure bathrooms have soap and running water for handwashing.
- Hand drying facilities must be made available. Provide disposable paper towels or hand dryers only. Cloth towels should only be provided if they are for single use.
- If using communal showers, maintain/encourage that people maintain 1.5 metres distance between people.

Staff

- Staff should stay home if they are sick, and go home immediately if they become unwell. Unwell staff with COVID-19 compatible symptoms should be tested for COVID-19 and remain in isolation until they receive a result. They can return to work once a test is negative and their acute symptoms have resolved.
- Minimise unnecessary contact between staff. Consider dividing staff into fixed teams or shifts that do not cross over to reduce the risk of transmission.
- Consider how you will minimise contact between staff and site visitors such as delivery personnel.
- Consider if staff need any additional training to be able to implement your COVID-Safe Plan, such as COVID awareness training, COVID Marshal training, a COVID cleaning course or other training courses.

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia

- Please note that everyone attending your premises or activity should use COVID-Safe Check-In. This includes staff.

Ready for business

- Print or download your COVID-Safe Plan.
- Print and display COVID-Safe materials (such as signage/posters on hygiene, physical distancing).
- Ensure all staff are aware of this plan and the requirements that are relevant to them.
- Review obligations under existing legislation and regulation which will continue to apply.
- Check that COVID-19 safety measures are risk assessed to ensure that any newly implemented measures do not create new safety or security risks.

Response planning

- Ensure you and your staff have a basic understanding of how to respond to a suspected case of COVID-19 at the workplace.
- A step-by-step summary of actions to take is:
 1. Keep others away from the confirmed or suspected case. Talk to and assess the person concerned; if they need urgent medical help, call 000 immediately.
 2. If the person is at your premises when symptoms emerge, assess the situation and risks. Talk to the person about your concerns and next steps. Seek government health advice.
 3. If well enough, ask the person to go home, seek medical advice and testing for COVID-19, and self-quarantine until a result is returned. Ensure the person has safe transport to get home; if not, you may need to arrange for a taxi.
 4. Notify SA Health via HealthCommunicableDiseases@sa.gov.au so that they can trace any contacts of this person and contain the spread. SA Health may ask for any attendance records you may have kept to assist with this.
 5. SA Health will assess whether other staff, patrons or contractors may have been exposed to COVID-19, and direct them to self-quarantine at home. Note: this may include your staff; as such, it is recommended to have contingency plans in place. SA Health may also ask you to close your premises for a deep environmental disinfection clean.
- Regularly review your COVID-Safe Plan. Update it if needed, for example if your place of doing business or the services you offer change.

COVID Marshals

- COVID Marshal training courses prescribed by SA Health are available online at no cost. Visit www.covid-19.sa.gov.au for more information.
- Owners, operators or people effectively in charge of a business or activity are legally responsible for the overall compliance with their COVID-Safe Plan or COVID Management Plan. This includes responsibility for their COVID Marshal(s) and other staff.
- COVID Marshals are not legally responsible for a venue's overall compliance or for the behaviour of individual patrons. Instead, they have a duty to their employer/person in charge of the activity to perform their role as COVID Marshal to the best of their abilities.
- COVID Marshals must be familiar with their business or activity's COVID-Safe or COVID Management Plan. Owners, operators or people effectively in charge of a business or activity should provide a copy of their

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia

Plan to their COVID Marshal(s) and discuss the Plan and its implementation with them. This gives COVID Marshals the information they need to take reasonable action to ensure staff, patrons and other people comply with the Plan and the rules and restrictions in it.

- Beyond the mandatory requirements around age and training, it is recommended that people nominated as COVID Marshals have good customer service, people and communication skills, a solid knowledge of the business or activity's operations, and sufficient experience and authority among staff to supervise and give limited directions.

Masks

- It is currently generally recommended to wear a mask in situations and places where physical distancing is not possible.
- Masks are mandatory in all indoor public spaces and for a range of specific activities and settings. Refer to General Obligations and the obligations specific to your activity for more information.

I understand these recommendations and will implement them where I can, to the extent possible, to ensure my operations are COVID Safe



Indoor public meetings (halls, meeting chambers, community facilities)

Indoor public meetings – physical distancing

- Establish seating arrangements to ensure physical distancing.
- Remove shared water stations.
- Consider limiting the duration of events to no more than 2 hours.

Indoor public meetings – hygiene

- Avoid using shared plates of food, including by participants.
- Advise participants to bring their own equipment where practical.
- Any shared equipment should be cleaned between use.

I understand these recommendations and will implement them where I can, to the extent possible, to ensure my operations are COVID Safe



Notes (optional, for use by owner/operator)

This COVID-Safe Plan was issued on 15/09/2021

SA.GOV.AU or
1800 253 787

**KEEPING SA
SAFE & STRONG**



Government of
South Australia

This COVID-Safe Plan was issued on 15/09/2021

ESTIMATE

Grand Total (AUD)
\$300.00BILL TO
Karthik Ranganathan

Estimate Number: 7

Estimate Date: March 16, 2021

Expires On: March 16, 2021

ITEMS	QUANTITY	PRICE	AMOUNT
Boxing Ring 5 hrs	1	\$150.00	\$150.00
Princess Plain Jump 5 hours	1	\$150.00	\$150.00
Total:			\$300.00
Grand Total (AUD):			\$300.00

Notes / Terms

Quote for 6th November 2021



Raso's Castles and Amusements
25 Blake Road
Elizabeth South, South Australia 5112
Australia

Contact Information
0401 013 066
fb.me/rasoscaltles



Ra nbow Events and caters
35 hayf e d avenue
B akev ew 5114

0469075927
teamra nbowevents@gma .com

Invoice

Bill To

Ade a de Tam assoc at on

Invoice Number 00252030

Date 19/03/2021

Description	Quantity	Unit price	Amount
Cha r cover	500	\$2.50	\$1,250.00
Tab e cover	50	\$7.00	\$350.00
Red carpet	1	\$120.00	\$120.00
F ower tree 8 no	8	\$40.00	\$320.00
Total			\$2,040.00

Toby sebast an
Bsb 105135
Ac 076107040

Thank you



Security Services Quotation:
Senthil
Presented to: Senthil
Date Submitted: 16.03.2021

SRS SECURITY Quotation

Dates:	6 th November 2021
Location of services:	
Client contact name:	Senthil
Client contact phone number:	██████████
Client contact email:	treasurer@adelaidetamil.com.au

SRS SECURITY

Service Details	Date	# of Officers	Start Time	Finish Time	Hours
	06.11.2021	1	5:00 PM	9:00 PM	4.00
	06.11.2021	1	5:00 PM	9:00 PM	4.00
				Total Hours	8.00
		Hourly Rate	Price	GST	Total Price
		\$45.00	\$360.00	\$36.00	\$396.00

Kind Regards,

Susie Brewer



m 0407 016 194

e susie@srssecurity.com.au

ABN 67 637 023 762

SRS Security Quote

16.03.2021



ABN 85 466 223 841

4 Anderson Street,
Barmera SA 5345

P: 0417 877 521
F: 8588 1032
mike@ballisticfireworks.com.au

22/03/21

Deepavali 2021

Thank you for the opportunity to quote a Fireworks Display for your Event.

We will deliver a Fireworks Spectacular. The Display will consist of a Ground and Aerial Display, ranging in Height from 10 metres to 60 metres. The layout will be designed to suit the Angkor Hall Location

The Display Duration would be approximately 6 minutes.

The Display will feature a range of Display Mortar Shells, Mines, Celebration Cracker Rolls, Silver Fountains, Roman Candles and Finale Display Boxes, ranging in size from 19mm up to 76mm Aerial Shells. The Display would include a number of Single shot chase sequences of Mines and Candles, I have attached some photos from a similar display we delivered on Australia Day this year.

The cost of this Display would be \$5000 exclusive of gst, we would require a 20% deposit at time of booking to lock in the date, and full payment Seven days before the Display Date.

Karthik, your group would be responsible for notifying the Council, local Emergency Services and Display Site Security during and after the Display and rubbish removal.

Included with this quote is a copy of our Public Liability Insurance. An invoice will be supplied in the week before the Display.

If you have any queries, please ring me on 0417877521.

Yours truly,

Mike Philpot,

Go ballistic at your next event!



Community Grants Program Application Form

Applications for Community Grants must be received by the 15th of each month to be assessed by the Community Wellbeing and Sport Committee the following month (providing the eligibility criteria is met).

Please ensure you have read and understood the City of Salisbury Community Grants Program Guidelines and Eligibility Criteria document prior to completing an Application.



Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

live it up

Application Eligibility Checklist		
Is the Funding For:	Yes	No
• Money already spent?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Salaries (initial or ongoing)? <i>Payment of facilitator or contractor engaged specifically to deliver program / activity under the grant may be considered</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Recurrent administration costs or Public Liability Insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Capital development (e.g. renovations or building changes that will be permanently part of the structure)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Upgrading facilities which belong to Local, State or Commonwealth Governments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Application from Public / Private Schools?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• An organisation trading as a sole trader/individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• A group that is a non-incorporated body and does not have a parent incorporated body or is not endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not-for-profits Commission?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Groups/organisations that have previously received funding and NOT fulfilled reporting obligations, including provision of post event evaluation/report and financial acquittal?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Groups/organisations that have received Community Grants Program funding from the City of Salisbury within the past twelve (12) months (<i>with the exception of Defibrillator funding</i>).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*If you have answered **YES** to any of these questions,
this application **may NOT** be eligible for grant funding.*

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 2 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

Suburb:	Penfield	Postcode: 5121
2. CONTACT PERSON DETAILS (this is the address that all correspondence will be sent)		
Name:	Mr Mike Allen	
Title (your role with the group/organisation):	President	
Address:	[REDACTED]	
Phone:	Landline:	
	Mobile:	[REDACTED]
Email:	[REDACTED]	
3. COMMUNITY GRANT RESPONSIBILITY		
Name of Person Responsible for the Grant:	Mr Heinz Schroeder	
Title (role with the group/organisation):	Vice President	
4. GROUP / ORGANISATION MANAGEMENT DETAILS		
How is your group/organisation managed: <small>(ensure Committee/Board Meeting Minutes are attached)</small>	Annually elected committee under an incorporation constitution	
Is your organisation:		
a) Incorporated:	Yes <input checked="" type="checkbox"/> (go to question c)	No <input type="checkbox"/> (go to question b)
ASIC Registration Number:		
b) Operated under a Parent Organisation: <small>(please state which parent organisation you operate under below AND attach a supporting letter from the organisation)</small>	Yes <input type="checkbox"/> (go to question c)	No <input checked="" type="checkbox"/> (go to question c)
Parent Organisation Name:		
ASIC Registration Number:		

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 3 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

Organisation Information (continued)		
c) Community/Non-Profit:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is your organisation endorsed with Deductible Gift Recipient (DGR) status by the Australian Taxation Office or Australian Charities and Not-for-profits Commission?	Yes <input type="checkbox"/> <i>(evidence must be attached to this application)</i>	No <input checked="" type="checkbox"/>
d) Government Funded: <i>(If yes, please list funding source/s and purpose in part e & f)</i>	Yes <input type="checkbox"/> (go to question e & f)	No <input checked="" type="checkbox"/>
e) Funding source/s:		
f) Purpose:		
g) Other (please specify):	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. BANKING INFORMATION		
<i>Your organisation must have its own Bank/Credit Union Account or similar</i>		
Full Account Name: Group North Historical Wargames Society Inc. <i>*do not provide account or BSB numbers*</i>	Financial Institution Name: BankSA Branch Location: Munno Para	
6. REFEREE INFORMATION		
<i>Please provide the name and contact details of a referee – preferably someone who can verify the bona fide status of your group/organisation (NOT Members of the Committee)</i>		
Referee's Name:	Saravan Peacock	
Referee's Contact Information:	[REDACTED]	

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 4 of 13

Document Set ID: 5390529
Version: 1 - Version Date: 27/09/2021

GST Declaration		
I agree upon signing of this document that I will provide Council with the following information in regards to my Australian Business Number and Goods and Services Tax registration status.		
Does your group/organisation have an ABN <i>(If Yes - Please Quote ABN:)</i> <i>(If No, the ABN Declaration Form attached must be signed)</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Is your group/organisation registered for GST	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
NB: GST Registration <i>If your group IS registered for GST you are required to provide a Tax Invoice to Council before an approved grant amount can be provided to your organisation. The invoice must clearly state the words TAX INVOICE, Business Name, ABN and the approved grant amount including GST.</i>		

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 5 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

Project/Event Budget Information	
Will the project or event generate income (e.g. ticket sales, entry fee etc.)? <i>If Yes, provide details:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>(enter '0' dollar amounts below)</i>
INCOME	\$ AMOUNT
Project or event generated income:	
Organisation's contribution:	
Income received from other Grants: <i>(list organisation(s) providing Grant funding and their contribution)</i>	
Income received from sponsors: <i>(list sponsor(s) and their contribution)</i>	
Donations: <i>(please specify the source, product or service and estimated amount of funding requested)</i>	
Have you sought any other funding for the project/event: <i>(please specify the source and amount of funding requested)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
TOTAL (including GST):	\$ 0
What resources will you and your group contribute to the project e.g. in-kind donations, labour, time etc.?	<i>Our vice president is a paramedic he will make sure the device is stored correctly and members instructed in its use.</i>
EXPENSES <i>(specify the proposed expense budget by item:)</i>	\$ AMOUNT
<i>Purchase of Defibrillator</i>	\$ 2,395
TOTAL (including GST):	\$ 2,395

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 6 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

Summary of Project/Event Information	
Is the funding for: <i>(please tick which is applicable)</i>	<input type="checkbox"/> Event <input type="checkbox"/> Project <input type="checkbox"/> Ongoing <input type="checkbox"/> New Group <input checked="" type="checkbox"/> Defibrillator
Name of Project/Event Requiring Funding	N/A
Date(s) of Project/Event <i>(if ongoing or one-off please state "ongoing"/"one-off")</i>	one off
Total cost of Project/Event	\$ 2,395
Amount of Community Grant Funding Requested	\$ 2,395
Is there any other information that you may feel is relevant to your application?	
<input type="checkbox"/> There are no relevant attachments.	<input checked="" type="checkbox"/> There are relevant attachments and the following documents are attached: 1. Price of device information 2.
Which category best describes your project/event? <i>(please check all that apply)</i>	
Health	<input checked="" type="checkbox"/>
Establishment of a new group	<input type="checkbox"/>
Education and Training	<input type="checkbox"/>
Culture / Arts	<input type="checkbox"/>
Sport / Recreation	<input type="checkbox"/>
Environment	<input type="checkbox"/>
Disability	<input type="checkbox"/>
Youth	<input type="checkbox"/>
Crime Prevention	<input type="checkbox"/>
Aged	<input type="checkbox"/>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 7 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

Project/Event Details	
Previous Community Grants Program Funding	
Has your Organisation previously received a Community Grant? <i>(if Yes - when, amount granted and what the grant was for)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(go to Group/Organisation Information)</i>
When was the Grant funding received (month & year):	<i>It was quite some time ago and the current committee were not involved</i>
What amount of Grant funding was provided:	
When was the previous Grant acquitted (month & year):	<i>The grant was for the purchase of tables and chairs < \$2000 est.</i>
Group/Organisation Information	
Group/Organisation Name	<i>Group North Historical Wargames Society Inc. (1972)</i>
Group/Organisation Description	<i>Table top games using miniature figurines.</i>
Group/Organisation Registered Address	Number/Street: [REDACTED] Suburb: [REDACTED] Postcode: [REDACTED]
Is the Club Incorporated?	<i>Yes</i>
Number of Members	<i>37</i>
% of Membership that reside in the City of Salisbury	<i>20 % Many members also live just outside this area</i>
Project/Event Details	
Project/Event Name	<i>Purchase and installation of defibrillator</i>
Project/Event Summary	<i>As above</i>
Date(s) of Project/Event	<i>Immediately on purchase</i>
Location of Project/Event:	Number/Street: <i>A.E Martin Hall Woomera Avenue Penfield</i> Suburb: <i>Penfield</i> Postcode: <i>5121</i>
How will the Project/Event benefit the residents of the City of Salisbury?	<i>Provide safety for club members, visitors and at public events</i>
How many individuals will benefit from the Project/Event?	<i>40 Up to 40 members and visitors plus over 100 at our open day events and tournaments.</i>
% of project/event participants that reside in the City of Salisbury	<i>20 %</i>
If it is an Event, is it open to the public?	<i>Yes Visitors are welcome and the broader public at open days</i>
How will the Project/Event be promoted?	<i>Signage and communication to other clubs in the area</i>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 8 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

Grant Money Requested	
Amount Requested	\$ 2,395
Itemised Breakdown of Costs:	
<i>An itemised breakdown of costs must be provided. Please attach a separate sheet if there is insufficient space.</i>	
Defibrillator	\$ 2,395
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL (including GST):	\$ 2,395
Quote Attached:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>A detailed, current quote <u>must</u> be provided with the application.</i>	<i>(please refer to the City of Salisbury Guide to completing the Community Grants Program Application Form)</i>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 9 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

Project or Event Scope
<p><i>Provide a description of the proposed project or event:</i></p> <p><i>Provide a defibrillator to be available to members and others who use our facility including other clubs and members of the public.</i></p> <p><i>Our club has a significant number of members over 60 and some under this age with significant health and disability issues. We maintain an up to date first aid kit and would like to add this to our support for members and others.</i></p> <p><i>Our Vice President is a serving paramedic with SA Ambulance and has recommended which product to buy. He'll also be responsible for training members and maintaining the unit.</i></p>
<p>Attachments</p> <p><input checked="" type="checkbox"/> There are no attachments relating to the Project or Event Scope.</p> <p><input type="checkbox"/> The following documents are attached relating to the Project or Event Scope:</p> <ol style="list-style-type: none"> 1. <i>Pricing from St John for the item.</i> 2. 3.
Benefits and Outcomes of the Project or Event
<p><i>Provide a description of the benefits and outcomes of the proposed project or event to the residents of the City of Salisbury and/or the wider community:</i></p> <p><i>Provide a safer environment for our club members, visitors and public events. It will be available for other clubs in the Penfield area as well.</i></p>

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 10 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

Support for the Project or Event

Demonstrate how the proposed project or event is supported by residents of the City of Salisbury and/or the wider community:

(include a list of key partners and/or stakeholders, community members and organisations that have been consulted, how and why they support the project or event and any other information that demonstrates support.

Attachments

- ☐ There are no attachments relating to Support for the Project or Event.
- ☒ The following documents are attached relating to Support for the Project or Event:
1. quote.
 - 2.
 - 3.

Project or Event Management

Ongoing Projects or Events

*Describe how the proposed project or event will be managed into the future:
(outline how you will ensure sustainability and achieve outcomes for the project or activity)*

One-off Projects or Events

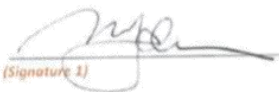

*Describe how the proposed project or event will be managed:
(outline how you will achieve-outcomes for the project or activity)*

The device will be managed by our Vice President and we will undertake a communication process to advise other clubs nearby that the device is available.

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 11 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021

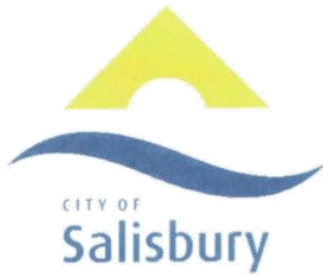
Application Declaration	
<p><i>Please note that this declaration must be signed by two current senior office holders of the group/organisation (ie President, Secretary, Treasurer)</i></p>	
<p>Please read, tick the S1 and S2 boxes and sign:</p>	
S1	S2
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that I am authorised to make this application on behalf of the Organisation.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that the information provided in this application is true and correct.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that our Organisation may be required to supply further information prior to consideration of this application by the City of Salisbury Community Grants Program.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that, should this Application be successful in obtaining Community Grant funding, our Organisation must complete the acquittal and reporting requirements as set out in the Acceptance of Community Grant – Form 1 and City of Salisbury Community Grants Program Guidelines and Eligibility Criteria.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I acknowledge that any changes in circumstances with regard to this Application must be notified in writing and the City of Salisbury Community Grants Program may request further information.	
<p>On behalf of <u>GNHWS Inc.</u> (Group/Organisation)</p>	
<p>Mike Allen / President (Name/Position)</p>	<p>Alan Schultz / Treasurer (Name/Position)</p>
<p> (Signature 1)</p>	<p> (Signature 2)</p>
<p><u>11/8/2021</u> (Date)</p>	<p><u>11/8/2021</u> (Date)</p>
<p>Contact (phone number): [REDACTED]</p>	<p>Contact (phone number): [REDACTED]</p>

Both signatories will be contacted to verify the application - a contact phone number must be provided for each.
Your Application will **not** be submitted until contact and verification has occurred, **no exception**.

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 12 of 13

Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021



Declaration Where No Australian Business Number is Required

I hereby certify that I am not required under the New Taxation System to hold an Australian Business Number (ABN), as I am not carrying out an enterprise under the New Tax System definition.

I am providing my services as:

	Yes	No
A private recreational pursuit or hobby	<input checked="" type="checkbox"/>	<input type="checkbox"/>
As an individual without a reasonable expectation of profit or gain	<input type="checkbox"/>	<input type="checkbox"/>

As such the Council is not obliged to withhold 48.5% from payments made to me.

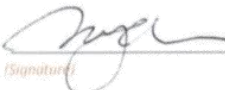
I confirm that the above declaration is valid for all payments made by Council to our organisation. Should the situation change and I am required to hold an Australian Business Number, I will notify Council immediately.

Group North HWS Inc.

(Group/Organisation)

Mike Allen President

(Name/Position)



(Signature)


11/18/2021

(Date)

to avoid delays please ensure that your application form is completed in its entirety - all questions must be answered

Community Grant Application - Page 13 of 13


Document Set ID: 5390529
Version: 1 Version Date: 27/09/2021




St John Ambulance First Aid Kits & Supplies

Welcome! Would you like to [Sign In](#) or [Register](#)?

[Home](#)
[Media Gallery](#)
[About Us](#)
[Join Mailing list](#)
[Contact us](#)



FIRST AID PRODUCTS ▾



0 Items


[Go to checkout](#)

MY CART

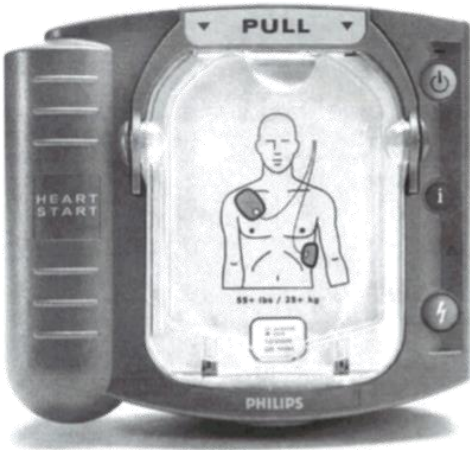
SECURED BY SSL

Home > Defibrillators (AED) and Cabinets > Defibrillator - HeartStart HS1

You have no items in your cart



To zoom roll over image



Defibrillator - HeartStart HS1

Product code: 1009057

\$2,395.00

Quantity: 1

[+ Add to cart](#)

Product Description [More Details](#) [Specifications](#)

Manufactured by Philips, this machine is easy to use with minimal training required making it ideal for anyone to use in the event of a Sudden Cardiac Arrest.

#1 Selling AEDs around the world


Lightweight at 1.6kg

Easy to use unit designed for people with little or no experience

Clear voice prompts to guide user through CPR, AED use and PALS


[Share this](#) [Tweet](#)

Related products




Defibrillator Cabinet - Wall Mounted

\$290.00




First Aid Signage for AED 90 Degree

\$30.95




First Aid Signage for AED

\$30.95




Defibrillator Philips Battery Replacement

\$262.95



HS1 Defibrillator Pads for Adults



HS1 Defibrillator Pads for Children

Document Set ID: 5390529

Version: 1 Version Date: 27/09/2021

From: Globe Derby Pony Club Inc <globederbypc@hotmail.com>
Sent: Thursday, 23 September 2021 1:19 PM
To: Sara Howley <SHowley@salisbury.sa.gov.au>
Subject: Re: Further Information Required | City of Salisbury - Grant Funding Application

Hi Sara,

Thank you for chatting this through with me today. To confirm, the \$1000 will be acquitted from the 2020/21 fin year and not used for this project. It was put in for transparency. We purchased jump poles with this money. Funds from this grant are to be used for the Dressage Arena and Jump Wings.

I will send through Meeting Minutes next week.

Kind Regards,
Emma

From: Sara Howley <SHowley@salisbury.sa.gov.au>
Sent: Wednesday, 22 September 2021 4:00 PM
To: globederbypc@hotmail.com <globederbypc@hotmail.com>
Subject: Further Information Required | City of Salisbury - Grant Funding Application

Good Afternoon Mrs Griffiths,

Please find attached a letter requesting further information/clarification in relation to your Grant Funding Application.

Please don't hesitate to contact me should you require any further information relating to this.

Kind Regards,

Sara Howley
PA to GM Community Development
Personal & Admin Support



AGENDA

Globe Derby Pony Club

28th September, 2021 - 6:30 PM - Krispy Kremes

Present: Erin, Quintie, Natasha, Tania, Robyn, Lynn, Geoff, Robyn and Emma

Apologies: Kellie, Sarah, Rosemary, Selina

Guests: Nil

Meeting Opened: 6:33

Minutes of meeting held 24th August, 2021 Amendments:

Business arising from previous minutes:

Correspondence In:	PCASA- AGM Agenda, Super Coach Weekend 30 th & 31 st Oct at Kadina Boo Edwards transfer form returned.
Correspondence Out:	Meeting Minutes, Agenda, Policies & membership form update to Kellie for website.
Presidents Report:	<p>Last Rally we had Sean Cooper as guest coach. He gave lessons in flat/ poles or Show jumping depending on lesson group.</p> <p>Erin worked on certificates with some enthusiastic kids who are keen to complete C certificate! Also experimented team of four combinations and training. Hopefully will turn out a team or two.</p> <p>Tania took in-hand equitation science training</p> <p>5 riders attended Kadina ODE: Satine - second Grade 3 under 17! Tegan - 2nd overall grade 6 Charlie/ Eva 1st and 2nd grade 6 Combined but both eliminated in cross country. Eva on new challenging pony and did an awesome job. Scar 5th Overall in grade 5 under 17 this Combination really improving.</p> <p>Will be attending Barossa training and Williamstown ODE</p> <p>We will have a rally in the same weekend as Williamstown with Steve Brewster and have opened up to other clubs, we will have spare lesson spaces as many of us will be at Williamstown. So if your keen let our Rally coordinator know ASAP</p>
Treasurer's Report:	Closing Balance end September
Canteen:	Organise for October as Geoff will not be attending Peter will be running for October. Metro Zone Fun Finals in November – should be bigger for canteen.
Metropolitan Zone Report:	<p>Gala Dinner – invoices coming out</p> <p>Nationals at Wirrina – mentioned – C Certificate 1st of January + 3 camps throughout the year – paperwork on website.</p> <p>End of year breakup – up in the air still</p> <p>Next Meeting 17th October</p>

Rally Coordinator:

October 10th: 7 from other clubs + 5 from Globe Steve – fee's per lesson
 October 31st: No instructor yet – Dressage or Jumping or Novelties – practice for Finals – Drill work for team of 4 – maybe don't need an instructor –
 Gymkhana pairs games are the ones at Zone Fun Finals.

Up and coming Club / Zone / State / National events 2021

Rally	Globe Derby	10 th October
PCA Nationals	Virtual	26 th Sept to 1 st October
PCASA	AGM & Strategic Plan	16 th September
MZ Gymkhana	Northern Hills (Trinity)	17 th October
Rally	Globe Derby	31 st October
PCASA Gala Dinner	Adelaide Pavilion	6 th November
MZ Finals Fun Day	Globe Derby	14 th November
MZ End of Year Breakup	?	28 th November
GD End of Year Breakup	Antola Lodge	5 th December

Chief Instructor: Certificate work is a priority – C Certificate opens up for Nationals
 Times – cut off RSVP Wednesday before rally to organise groups and be on time.

Junior Rider Rep: Nothing to report yet

Fundraising Report: I am happy to announce that we have managed to score some awesome prizes for then Metro Zone Finals raffle which include Bonnetts, Southern Sport Horses, Globe Fodder, Horse Shoes r us and a few more 🐾 If anyone has ideas on ticket prices please let me know!
 Secondly, I was thinking of calling our local Bunnings to try get a few dates to do a sausage sizzle as they are usually pretty successful so would anyone be interested in doing that?
 Bunnings BBQ – too much work + profit not as appealing

Selina photo's – sell them after Metro Zone Fun Finals

Agistment: Slashed recently by a volunteer in the area.

Star Club: Natasha to send documents to Kellie to put up on the website.

Grants: \$1000 – Acquitted. Jump4Joy poly jump poles 12 ordered.
 Salisbury Council Community Grant Application for \$5000 applied for money to be spent on Dressage Arena and Jump Wings.

Globe Derby Equestrian Centre Report:

	ACTION:
Works still pending to create the <u>Indoor Arena</u> a self-sufficient area: Fencing Quote for sprinklers – surface dust reduced Tap for water for horses Tie up rails Toilets	Request Globe Derby Equestrian Centre provide Globe Derby Pony Club with a Financial Report on the Indoor Arena Project.

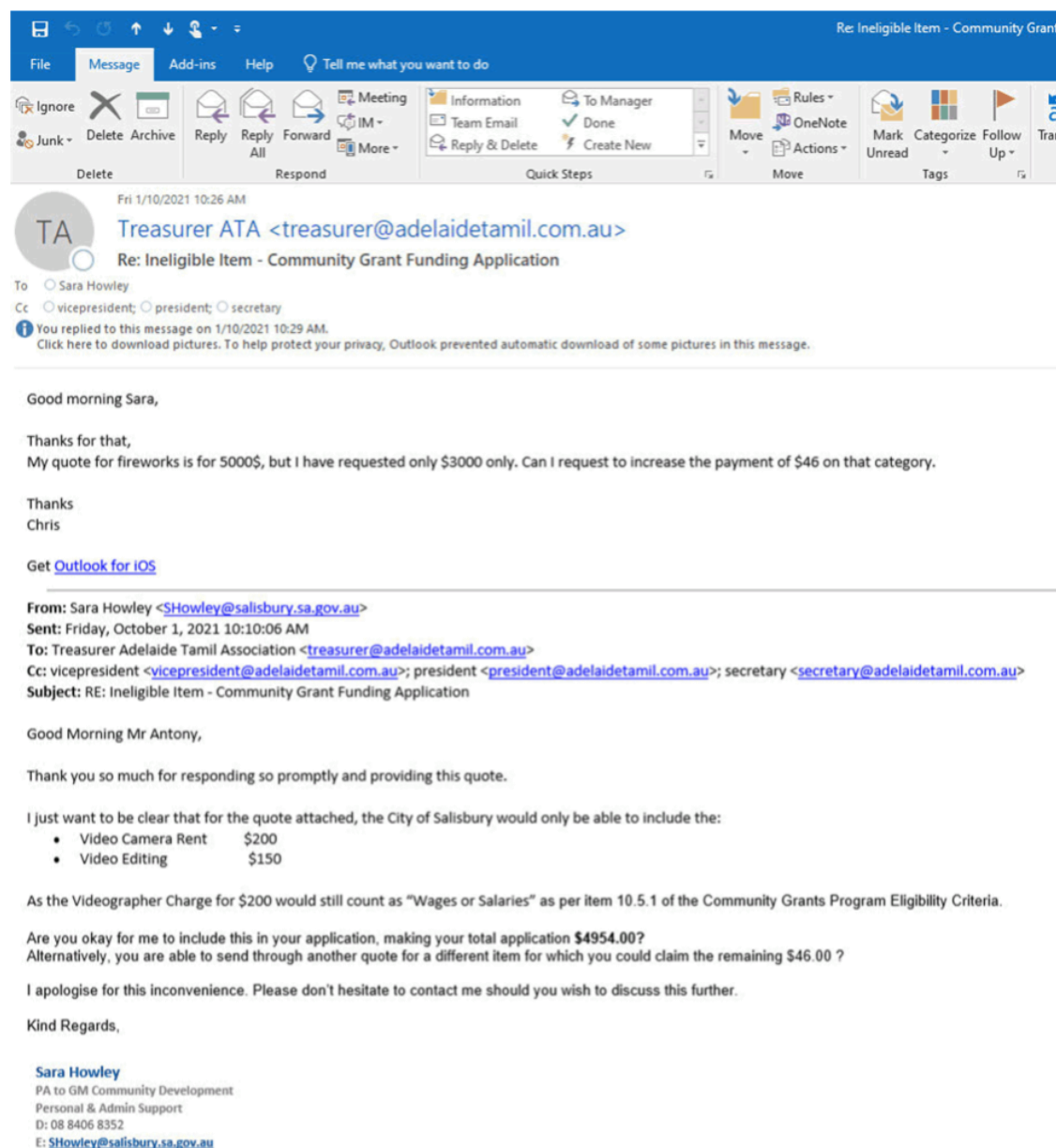
Next Meeting 5th October.

General Business:

	ACTION:
Club Rooms – Member Profile boards – committee and riders + photo boards	<ul style="list-style-type: none">• Find donated boards to place up• Print photos
Working Bee – before Finals Day	<ul style="list-style-type: none">• Discuss next meeting to secure a date
Natasha's proposal for Treeless Saddles has been accepted by Pony Club Australia. Ann has requested Natasha to do it for Stirrups – standards are not clear at this stage.	<ul style="list-style-type: none">• Natasha to review stirrups
Judges – Pony Club Rules not enforced – rider before ours using a whip and our rider questioned on spurs after going through gear check. – See if this is raised at PCSA meeting via Ann from Kadina ODE.	<ul style="list-style-type: none">• Has this been brought up at PCSA meeting?
Website updates: Agistment page – is this correct – Guest instructors (profile of instructors advertisement for them) – sponsors FB group have been added to the page.	

Set next meeting: 26th October

Meeting Closed: 7:46



From: Treasurer Adelaide Tamil Association <treasurer@adelaidetamil.com.au>
Sent: Thursday, 30 September 2021 7:57 AM
To: Sara Howley <SHowley@salisbury.sa.gov.au>
Cc: vicepresident <vicepresident@adelaidetamil.com.au>; president <president@adelaidetamil.com.au>; secretary <secretary@adelaidetamil.com.au>
Subject: Re: Ineligible Item - Community Grant Funding Application

Good Morning Mrs. Sara Howley,

Thanks for your email and letting me know,

I intend to take option 2 and have attached the quote for Videography. I request you to include the Videography quote into the Grant and pay a partial amount of \$396 towards that cost if our application is successful.

Thanks and Best Regards
Chris Antony
Treasurer
Adelaide Tamil Association
[REDACTED]
www.adelaidetamil.com.au
<https://www.facebook.com/adelaidetamilassociation>
[Adelaide Tamil Association \(@adelaidetamil\)](#) • Instagram photos and videos

Good Afternoon Mr Antony,

I hope this email finds you well.

I'm emailing to advise you that I've reviewed your application and there is an element on it which is unfortunately ineligible.

In your application you've requested \$396.00 for Security and COVID Marshall (see Picture 1: snip of your itemised breakdown below). However, unfortunately this is an ineligible item, as per item 10.5.1. "Wages & Salaries" (as per Picture 2 below).

In order to rectify this, there are a few options:

1. You can either respond and advise that you wish to remove this element of your application (in which case your grant funding application will be changed to a total of \$4604.00).
2. Alternatively you can send through a differing item you wish to spend the \$396.00 of grant funding on should you be successful.

Please don't hesitate to contact me should you require any further information.

Kind Regards,

Sara Howley
PA to GM Community Development
Personal & Admin Support
D: 08 8406 8352
E: SHowley@salisbury.sa.gov.au

City of Salisbury
34 Church St, Salisbury, South Australia, 5108
P: 08 8406 8222
F: 08 8281 5466
W: www.salisbury.sa.gov.au

ITEM	5.1.5
	COMMUNITY WELLBEING AND SPORT COMMITTEE
DATE	19 October 2021
HEADING	Bridgestone Athletics Centre Update - Licence Agreements
AUTHOR	Sarah McEwen, Customer Service Officer – Bridgestone Athletics Centre, Community Development
CITY PLAN LINKS	3.4 Our urban growth is well planned and our centres are active 4.2 We deliver quality outcomes that meet the needs of our community 4.4 We plan effectively to address community needs and identify new opportunities
SUMMARY	This report recommends that Council resolve to enter into a new license agreement with Ingle Farm Little Athletics Club, Northern Districts Athletics Club and Salisbury Little Athletics Club commencing on 1 November 2021, in relation to Activation of the Bridgestone Athletics Center.

RECOMMENDATIONThat Council:

1. Authorises the Chief Executive or delegate to enter into a new Licence Agreement with the Northern Districts Athletics Club and Salisbury Little Athletics Centre reflecting the move from their current facility at Rundle Reserve and Creaser Park to Bridgestone Athletics Centre, commencing 1 November 2021 and expiring on 30 September 2023.
2. Authorises the Chief Executive or delegate to enter into a new Licence Agreement with the Ingle Farm Little Athletics Centre to enable their use of Bridgestone Athletics Centre commencing 1 November 2021 and concluding 30 September 2023.
3. Authorises the Manager Property and Buildings to accept a surrender of the existing leases held by the Northern Districts Athletics Club at Rundle Park and the Salisbury Little Athletics Centre at Creaser Park effective 1st January 2022. A further report will be presented to Council by the Manager Property and Buildings to determine the future use of these facilities once the Athletics Clubs have vacated.
4. Approves a waiver of fees at Rundle Reserve and Creaser Park for the period of 1st November to 31st December 2021 to allow Northern Districts Athletics Club and Salisbury Little Athletics Centre to relocate all equipment and vacate the premises, with a budget variation to reflect this loss of income.
5. Note that Ingle Farm Little Athletics Centre will maintain their head lease at Golding Oval with provision for a new sub-lease arrangement to provide Northern Districts Athletics Club and Salisbury Little Athletics Centre access to Golding Oval, at no additional charge, in the event Bridgestone Athletics Centre is not available for use due to maintenance/repair, capital works or event.
6. Notes that the recommended Licence expiry dates align with the City of Salisbury's expiry dates for all club lease agreements.

Attachments This document should be read in conjunction with the following attachments:

1. Attachment 1 - Ingle Farm Little Athletics Centre Licence Agreement
2. Attachment 2 - Northern Districts Athletics Club Licence Agreement
3. Attachment 3 - Salisbury Little Athletics Centre Licence Agreement

1. BACKGROUND

1.1 At its meeting on 28 May 2018, Council resolved (2516/2018):

1.1.1 *Pursuant to Section 202 of the Local Government Act 1999, it is recommended that Community and Sporting Clubs occupying Council facilities as contained in Attachment 1 to this report (Works and Services, 21/05/2018 Item 2.5.1) be offered the new standard Lease Agreement and Sub License Agreement reflecting the changes noted in Attachment 2 to this report (Works and Services, 16/04/2018 Item 2.5.1) (if applicable to that Club) for a term of five years, commencing on 1 October 2018 with rent to be calculated using Council's current Club Fee Policy.*

1.2 At its meeting on 20/04/2020, Council resolved (0502/2020):

1.2.1 *The Fees and Charges for Bridgestone Athletics Centre 2020/21 as shown in Attachment 1 to this report (Item No. 2.5.4, Works and Services Committee, 20 April 2020).*

1.2.2 *A late budget bid of \$125,000 operating expenditure and \$15,000 income for Bridgestone Athletics Centre to be prepared by staff for inclusion in the 2020/21 budget process.*

1.3 Three athletics clubs reside in the City of Salisbury; Ingle Farm Little Athletics Centre (IFLAC), Salisbury Little Athletics Centre (SLAC) and Northern Districts Athletics Club (NDAC).

1.4 A key aspect of establishing the Bridgestone Athletics Centre (BAC) included co-locating each of the Clubs within the Centre. In acknowledgement, each Club provided the City of Salisbury a letter of intent to relocate from their current facilities to the BAC.

1.5 Recognising that the BAC is to be activated for a range of purposes in addition to club usage, license agreements have been drafted to provide the Clubs access to the facility.

2. CONSULTATION / COMMUNICATION

2.1 Internal

- 2.1.1 Community Development
- 2.1.2 City Infrastructure

2.2 External

- 2.2.1 Mellor Olsson Lawyers
- 2.2.2 Ingle Farm Little Athletics Centre
- 2.2.3 Northern Districts Athletics Club
- 2.2.4 Salisbury Little Athletics Centre
- 2.2.5 Athletics SA
- 2.2.6 SA Little Athletics Association

3. REPORT

- 3.1 IFLAC, NDAC and SLAC moved into the BAC in September 2021 to support the commencement of their 2021/22 athletics season.
- 3.2 A short-term hire agreement was entered into with each of the Clubs for a period of two months to facilitate this move. A condition of this agreement required each Club to finalise negotiations associated with drafting the license agreements and clarify their intentions to either release or retain their rights to their current head lease agreements, as per:
 - Creaser Park – SLAC
 - Golding Oval – IFLAC
 - Rundle Reserve – NDAC
- 3.3 Mellor Olsson Lawyers have been engaged to develop a licence agreement for each Club in consultation with the relevant Club President and with City Infrastructure.
- 3.4 A licence agreement is where a landlord grants a tenant permission to use the property or land for a specific purpose. Unlike a lease, a licence does not grant the tenant ‘exclusive possession’ of the property, it is merely a right to occupy.
- 3.5 These licence agreements are intended to replace the existing leases at the NDAC and SLAC, noting that the Clubs will not be disadvantaged financially as a result of their relocation from their current facilities into the BAC. It further allows IFLAC the opportunity to enter into a license at BAC under comparable terms and conditions as the lease they hold over the current facility located at Golding Oval.

Surrendering of Existing Facilities

- 3.6 As part of negotiating the license agreements, NDAC and SLAC have agreed to surrender their facilities at Rundle Reserve and Creaser Park. City Infrastructure will support the Clubs through this process.
- 3.7 IFLAC have requested to retain a head lease agreement at Golding Oval for training activity, recognising the impact to members if they were required to travel to BAC numerous times per week. The Club will also enter into a license agreement that enables them to hold competitions, and other associated activity, at BAC.

- 3.8 Recognising that there may be occasion where BAC is not available e.g. due to infrastructure upgrade etc., IFLAC have agreed to a modification of their head lease agreement at Golding Oval to provide NDAC and SLAC free access to BAC in the event such a situation arises.

Fees and Charges

- 3.9 The licence agreements specifies fees which are consistent with the Clubs current head lease agreements.
- 3.10 IFLAC will retain their head lease at Golding Oval and enter into a license agreement at BAC. Consequently, they will continue to be responsible for lease fees in accordance with Council's Club Fee Policy and the terms of their existing lease at Golding Oval, and all fees and charges payable under the terms of the proposed new license at BAC.
- 3.11 Under the terms of the BAC licence, fire and emergency exit lighting costs will reflect the charges as determined by the current leases relating to their existing facilities. Outgoings for BAC will also be calculated and on-charged to the Clubs as outlined in Item 7 of the licence agreements.
- 3.12 Current monthly charges, excluding outgoings, are as follows:

Club Name	Monthly Rent 2021/22 (incl. GST)	Monthly Fire and Emergency Exit (incl. GST)	Monthly 2022/23 Total (incl. GST)
Ingle Farm Little Athletic Centre	\$144.47	\$103.22	\$247.69
Northern Districts Athletics Club	\$212.39	\$72.78	\$285.17
Salisbury Little Athletics Centre	\$159.94	\$60.48	\$220.42

Profit Share

- 3.13 A canteen is incorporated within BAC providing the facility and associated Clubs an opportunity to generate income through the sale of food and beverage.
- 3.14 Ensuring that Clubs will be 'no worse off', a commitment was made to each Club to guarantee an average of their food and beverage sales calculated over the previous three years (pre COVID). Revenue collected through food and beverage sales at BAC will be recovered by Council up to this agreed amount.
- 3.15 Additional profits will be used for a variety of purposes including to offset operations, purchase new equipment, reinvest into the facility and provide additional revenue to the associated Clubs.

Waiver of Fees

- 3.16 As part of their existing head lease agreements, NDAC and SLAC are required to 'make good' their current facilities.

- 3.17 To provide clubs adequate time to deliver this in a reasonable time frame, it is recommended that Council endorses a waiver of fees associated with the existing head lease agreements from the 1st November 2021 and 31st December 2021, and an income loss associated with the NDAC and SLAC surrendering the lease over their existing facilities be approved by Council for the period 1st November 2021 to 30th June 2022.

4. CONCLUSION / PROPOSAL

- 4.1 That Council offer a new Licence Agreement to Northern Districts Athletics Club and Salisbury Little Athletics Centre reflecting the move from their current facility at Rundle Reserve and Creaser Park to Bridgestone Athletics Centre, commencing 1st November 2021 and concluding 30th September 2023.
- 4.2 Offer a new Licence Agreement to Ingle Farm Little Athletics Centre to enable their use of Bridgestone Athletics Centre commencing 1 November 2021 and concluding 30th September 2023.
- 4.3 Note that Ingle Farm Little Athletics Centre will maintain their head lease at Golding Oval with provision for a new sub-lease arrangement to provide Northern Districts Athletics Club and Salisbury Little Athletics Centre access to Golding Oval, at no additional charge, in the event Bridgestone Athletics Centre is not available for use.
- 4.4 Note that the recommended Licence expiry dates align with the City of Salisbury's expiry dates for all club lease agreements as per Council resolution.
- 4.5 Council to approve a waiver of fees at Rundle Reserve and Creaser Park for the period of 1st November to 31st December 2021.

CITY OF SALISBURY
(Council)
AND
INGLE FARM LITTLE ATHLETICS CENTRE
(Licensee)

COMMUNITY FACILITY LICENCE

BRIDGESTONE ATHLETICS CENTRE

Community Facility Licence - IFLAC

SCHEDULE 1

ITEM 1 Premises	The portion of the land comprised in Certificate of Title Volume 6166 Folio 194 being the area delineated in red on the first plan attached at Annexure A to this Licence, but excluding the kiosk and bar located within that area and as shown in red on the second plan attached at Annexure A to this Licence									
ITEM 2 Land	The whole of the land comprised in Certificate of Title Volume 6166 Folio 194									
ITEM 3 Term	One (1) year and 334 days commencing on 1 November 2021 (Commencement Date) and expiring at midnight on 30 September 2023									
ITEM 4 Times of Use	<ul style="list-style-type: none">• Sundays from 8.00am until 1.00pm• Other times as approved by the Council in accordance with Special Condition 10.									
ITEM 5 Licence Fee	<p>\$1,733.64 per annum (inclusive of GST) (subject to review pursuant to clause 6)</p> <p>The rent will be payable in advance by equal and consecutive calendar monthly instalments. The first instalment to be paid on the commencement date and then on the first day of each and every month during the Term provided that the first and last payment shall be proportional ones if appropriate.</p>									
ITEM 6 Licence Fee Review Dates and Review Method	<table><tr><th colspan="2">Review Dates</th><th>Review Method</th></tr><tr><td>a)</td><td>Date: 1 September</td><td>LGPI Review</td></tr><tr><td></td><td>Year(s): 2022, 2023</td><td></td></tr></table>	Review Dates		Review Method	a)	Date: 1 September	LGPI Review		Year(s): 2022, 2023	
Review Dates		Review Method								
a)	Date: 1 September	LGPI Review								
	Year(s): 2022, 2023									
ITEM 7 Outgoings	Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land and/or Building									
ITEM 8 Permitted Use	Sport, recreation or community activities approved by Council									
ITEM 9 Public Risk Insurance	Twenty Million Dollars (\$20,000,000.00)									
ITEM 10 Special Conditions	The terms and conditions (if any) set out in Annexure B are deemed to be incorporated into this Licence and, in the event of any inconsistency with the terms and conditions contained in the body of this Licence, then the Special Conditions will prevail.									

Community Facility Licence - IFLAC

THIS LICENCE is dated

2021

BETWEEN

CITY OF SALISBURY ABN 82 615 416 895 of 34 Church Street, Salisbury SA 5108
(Council)

AND

INGLE FARM LITTLE ATHLETICS CENTRE of Golding Oval, Kalina Avenue, Para Vita SA 5093 (Licensee)

INTRODUCTION

- A. The Council is the registered proprietor of the Land.
- B. The Bridgestone Athletics Centre (**Centre**) is located on the Land.
- C. The Council has resolved to adopt a model of single party management of the Centre, where Council is the managing party.
- D. The Licensee is aware that the Centre is a shared use facility, and that the Council will be licensing the Premises to other parties at times that will overlap with the Times of Use.
- E. The Licensee has requested a licence to use the Premises for the Permitted Use during the Times of Use.
- F. The Council has resolved to grant the Licensee a licence of the Premises for the Permitted Use during the Times of Use, and has (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999*.
- G. The Council and Licensee wish to record the terms of their agreement in this Licence.

TERMS

1. ACKNOWLEDGEMENT OF BACKGROUND

The preceding statements are accurate and form part of this Licence.

2. DICTIONARY

In this Licence:

Agreed Consideration means the Licence Fee, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Licensee for any supply or use of the Premises and any goods, services or other things provided by the Council under this Licence (other than tax payable under clause 22).

Building means the interior and exterior of all present and future improvements on the Land and includes all Building Services and Common Areas and all other conveniences, services, amenities and appurtenances of, in or to the Building.

Building Services includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and

Community Facility Licence - IFLAC

telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building or any premises in or on the Land supplied by any authority, the Council or any other person the Council authorises.

Business Day means a day which is not a Saturday, Sunday or public holiday in South Australia.

Commencement Date means the commencement date of the Term described in Item 3.

Common Areas means all areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees of the Land and their invitees and customers including driveways, car parks, walkways, washrooms, toilets, lifts and stairways.

Council means the party described as 'Council' in this Licence and where the context permits includes the employees, contractors, agents and other invitees of the Council.

Council's Equipment means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and made available for use by the Licensee (on a non-exclusive basis).

Default Rate means the rate which is 2% per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000 and if there is more than one rate published, the highest of those rates.

GST has the same meaning as given to that term in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

GST Rate means 10% or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

Institute means the South Australian Division of the Australian Property Institute.

Land means the land described in Item 2 and includes any part of the Land.

Legislation includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

Licence Fee means the fee set out in Item 5.

Licensee means the party described as 'Licensee' in this Licence and where the context permits includes the employees, contractors, agents, customers and other invitees of the Licensee.

Licensee's Equipment means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Premises by the Licensee.

Licensee's Share means a percentage calculated by the Council at its discretion, taking into account the Licensee's use of the Premises as compared to other licensees of the Centre, and taking into account the Times of Use. The Licensee's

Community Facility Licence - IFLAC

Share will be subject to review in circumstances where there is any variation to the Licensee's use of the Premises or the Times of Use.

LGPI means the local government price index published by the South Australian Centre for Economic Studies or the index which replaces it under clause 6.2.

Outgoings means the outgoings described in Item 7.

Payment Date means the Commencement Date and the first day of each month during the Term.

Permitted Use means the use described in Item 8.

Premises means the premises described in Item 1 including the Council's Equipment, but excluding the kiosk and bar located within the Centre.

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, and emergency services levy.

Review Date means each date in Item 6.

Review Method means the relevant method of licence fee review in Item 6 for any Review Date.

Review Period means the period from the day immediately preceding a Review Date to the day immediately preceding the date on which the Licence Fee was last reviewed and in the case of the first review of the Licence Fee, the Commencement Date.

Special Conditions means the special conditions to this Licence described in Item 10.

Statutory Authorities means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

Statutory Requirements means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.

Term means the term of this Licence and any period during which the Licensee holds over or remains in occupation of the Premises.

Times of Use means the times set out in Item 4.

Valuer means a qualified valuer appointed to make a determination under this Licence:

- (a) who is appointed by agreement of the Council and the Licensee or, failing agreement within 14 days of either notifying the other of the requirement for such appointment at the request of either the Council or the Licensee, by the President or Acting President of the Institute;
- (b) who has practised as a valuer with a minimum of 5 years relevant experience;

Community Facility Licence - IFLAC

- (c) who is licensed to practice as a valuer of the kind of premises in respect of which the review is required; and
- (d) who acts as an expert and not as an arbitrator.

Yearly Amounts means the aggregate of the Licence Fee, Outgoings and any other moneys payable by the Licensee during the Term.

3. INTERPRETATION

In this Licence, unless the contrary intention appears:

- 3.1 a reference to this Licence is a reference to this document;
- 3.2 words beginning with capital letters are defined in clause 2;
- 3.3 a reference to a clause is a reference to a clause in this Licence;
- 3.4 a reference to an Item is a reference to an item in the Schedule;
- 3.5 a reference to the Schedule is a reference to the schedule of this Licence; and
- 3.6 a reference to an Annexure is a reference to an annexure to this Licence.
- 3.7 headings are for convenience only and do not affect interpretation;
- 3.8 the singular includes the plural and vice-versa;
- 3.9 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 3.10 a reference to any party in this Licence, or any other document or arrangement referred to in this Licence, includes that party's executors, administrators, substitutes, successors and assigns;
- 3.11 a reference to any document (including this Licence) is to that document as varied, novated, ratified or replaced from time to time;
- 3.12 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 3.13 a reference in this Licence to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 3.14 'including' and similar expressions are not and must not be treated as words of limitation; and
- 3.15 any special condition in Item 10 will apply to this Licence and in the event of any inconsistency with the terms and conditions in the body of this Licence, then those special conditions will prevail.

Community Facility Licence - IFLAC

4. GRANT OF LICENCE

- 4.1 The Council grants and the Licensee accepts a licence of the Premises for the Term and during the Times of Use as set out in this Licence.
- 4.2 The rights conferred by this Licence shall rest in contract only and shall not create or confer upon the Licensee any tenancy, estate or interest in or over the Premises or the Land and the rights of the Licensee under this Licence shall be those of a licensee only and do not comprise or include any further or other rights.

5. LICENCE FEE**5.1 Payment of Licence Fee**

The Licensee must pay the Licence Fee by equal monthly instalments in advance on each Payment Date.

5.2 Instalment

If a licence fee instalment period is less than 1 month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

6. LICENCE FEE REVIEWS**6.1 LGPI Review**

The Licence Fee will be reviewed and adjusted effective from each Review Date so that the Licence Fee will be re-calculated and adjusted by a proportion equivalent to the proportional change in the LGPI over the Review Period.

6.2 Change to LGPI

If the LGPI is no longer published, either party may ask the President of the Institute to nominate an index which reflects the rate of price change in the area and group for the LGPI and 'LGPI' then means that index. Each party must pay one half of the President's costs for nominating an index.

6.3 Licence Fee Pending Determination

- 6.3.1 The Licence Fee may be reviewed at any time from a Review Date even if the review is instituted after that Review Date.
- 6.3.2 If the Licence Fee to apply on and from a Review Date has not been agreed on or determined by that Review Date, the Licensee must continue to pay instalments of Licence Fee at the rate that applied before the relevant Review Date until the Licence Fee is determined.

6.4 Adjustment Once Licence Fee Determined

Once the Licence Fee to apply on and from a Review Date is determined, the Licensee will pay any shortfall and the Council will allow any adjustment for overpayment at the next Payment Date.

Community Facility Licence - IFLAC

6.5 No Decrease in Licence Fee

The Licence Fee will not decrease on a Review Date.

6.6 Other Review

Nothing in this Licence prevents the Council and Licensee negotiating and agreeing on a Licence Fee to apply from a Review Date without following this clause 6.

7. RATES, TAXES AND OUTGOINGS**7.1 Payment of Rates and Taxes**

7.1.1 The Licensee must pay or reimburse the Council the Licensee's Share of all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

7.1.2 The Rates and Taxes shall be adjusted between the Council and the Licensee as at the Commencement Date and the end or termination date of this Licence.

7.2 Payment of Outgoings

7.2.1 The Licensee must pay or reimburse the Council the Licensee's Share of all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

7.2.2 The Outgoings shall be adjusted between the Council and the Licensee as at the Commencement Date and the end or termination date of this Licence.

7.3 Power and Other Utilities

7.3.1 The Licensee will pay when they are due for payment, the Licensee's Share of all costs for the use of lights and other utilities and the consumption of electricity, gas and any and all other services and utilities supplied to or used from the Premises, with the exception of telephone and water related costs.

7.3.2 Without limiting the generality of this clause 7.3, the Licensee will comply in all respects with the *Electricity (General) Regulations 1997* and any other applicable electricity laws.

7.4 Separate Air-Conditioning Plant

7.4.1 The Council will arrange for the service, maintenance and repair of the air-conditioning plant or equipment as and when the Council determines is appropriate and the Licensee must permit the Council, and any person authorised by it for that purpose, to enter the Premises and carry out such service, maintenance and repair at all reasonable times. The Licensee must pay or reimburse to the Council the Licensee's Share of the cost of all power consumed by such air-conditioning and the Council may recover any such amounts as a debt due.

Community Facility Licence - IFLAC

8. COMMON AREAS

- 8.1 The Licensee will pay when they are due for payment, the Licensee's Share of all costs associated with the upkeep, maintenance and repair of all Common Areas.
- 8.2 Subject to the terms of this Licence, the Licensee is entitled to access and use of the Common Areas.

9. KIOSK AND BAR SALES AND ASSOCIATED PROFIT DISTRIBUTION

- 9.1 The Council will be responsible for operating the kiosk and bar located within the Centre.
- 9.2 All profit generated through sales associated with the kiosk and bar will be held in a single account, and a proportion will be distributed to the Licensee in accordance with the conditions set out under Annexure C to this Licence.

10. WATER**10.1 Water Efficiency**

The Licensee must use its best endeavours to ensure that, at all times, water is used and consumed at the Premises in an efficient and responsible manner.

11. USE OF PREMISES**11.1 Permitted Use**

- 11.1.1 The Licensee must use the Premises only for the Permitted Use and must not use or allow the Premises to be used for any other use (without the Council's prior written consent).
- 11.1.2 If the Licensee wishes to use the Premises for any use other than the Permitted Use, it must submit a written request addressed to the Manager Sport, Recreation & Community Planning at BAC@salisbury.sa.gov.au.

11.2 Rules

- 11.2.1 The Council may from time to time make such Rules, regulations and policies that the Council considers necessary for the management, safety, security, care of or cleanliness of the Premises and Building.
- 11.2.2 The Rules current at the time of entering this Licence are attached as Annexure D, and the Licensee must comply with the Rules as set out in Annexure D to this Licence at all times. A breach of the Rules will constitute a breach of this Licence.
- 11.2.3 The Council reserves the right to amend or vary from time to time the Rules, regulations and policies made by the Council under this clause.
- 11.2.4 If there is any inconsistency between this Licence and the Rules, regulations or policies, then this Licence will prevail.

Community Facility Licence - IFLAC

- 11.2.5 The Licensee acknowledges and agrees that the failure of the Licensee to comply with the Rules, regulations or policies will be a breach of this Licence.

11.3 Shared Use of Premises

- 11.3.1 The Licensee acknowledges that the Centre is a shared use facility, and that the Council will be licensing the Premises to other parties at times that will overlap with the Times of Use.
- 11.3.2 The Licensee must use best endeavours to co-operate with those other parties as regards their shared occupation and use of the Premises.

11.4 Offensive Activities

The Licensee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance either:

- 11.4.1 for the Council; or
- 11.4.2 for the owners or occupiers of any adjoining property; and
- 11.4.3 must ensure at all times that activities conducted on or from the Premises will not bring any discredit upon the Council.

11.5 Use of Facilities

- 11.5.1 The Licensee will ensure that the Building Services are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.
- 11.5.2 The Licensee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Licensee.

11.6 Statutory Requirements

The Licensee, at its own cost, must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012 (SA)* and reasonable directives of the Council relating to:

- 11.6.1 the Licensee's use and occupation of the Premises; and
- 11.6.2 the nature of the Permitted Use conducted on the Premises by the Licensee.

11.7 Signs

The Licensee must not place any signs or advertisements on the outside or inside (if they can be seen from outside) of the Premises, except a sign or signs which:

- 11.7.1 are approved by the Council; and

Community Facility Licence - IFLAC

11.7.2 are permitted by, and are in accordance with, the Council's Community Recreation Facilities Signage Policy, Community Recreation Facilities Sponsorship Policy, Plaques and Memorials Policy and Sports Club Directional Signage on Council Reserves Policy; and

11.7.3 comply with any relevant Statutory Requirements,

and the Licensee must at all times maintain any approved signs in accordance with the requirements of the Council's Community Recreation Facilities Signage Policy, Community Recreation Facilities Sponsorship Policy, Plaques and Memorials Policy and Sports Club Directional Signage on Council Reserves Policy.

11.8 Dangerous Equipment and Installations

The Licensee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and will not install or bring onto the Premises:

11.8.1 any electrical, gas powered or other machinery or equipment which may pose a danger, risk or hazard;

11.8.2 any chemicals or other dangerous substances which may pose a danger, risk or hazard;

11.8.3 any heavy equipment or items which may damage the Premises or Building; or

11.8.4 any gas bottle unless it is stored in an area that is outside of the buildings on the Premises and within cages and in accordance with all Statutory Requirements.

11.9 Fire Precautions

The Licensee:

11.9.1 Must comply with all requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures; and

11.9.2 must not obstruct any doorways within the Premises (including doorways to toilets, change rooms and switchboards) and must not store items near such doorways.

The Council will carry out all works and activities required to comply with all Statutory Requirements relating to fire safety and procedures applying to the Premises including any structural works or modifications or other building works which are required as a result of:

11.9.3 the Licensee's use or occupation of the Premises;

11.9.4 the number of staff or others employed to work on the Premises; or

11.9.5 any deliberate or negligent act or omission of the Licensee,

Community Facility Licence - IFLAC

and, subject to the Act, the Licensee must pay or reimburse the Council's costs of completing all works and activities in accordance with this clause.

11.10 Security

11.10.1 The Licensee must keep the Premises securely locked at all times when the Premises are not occupied or open for business.

11.10.2 Where the Premises is protected by a security alarm, the Licensee must immediately provide the Council with the security alarm access code.

11.10.3 Notwithstanding any other provision in this Licence, the Licensee is not permitted to change or otherwise interfere with the Council's key lock system for the Building. The Licensee must reimburse the Council for any costs incurred by the Council to reinstate any unauthorised changes to the Council's key lock system.

11.10.4 The Council will supply the Licensee with two sets of keys and a request must be submitted to the Council for any additional keys as required, at the Licensee's cost.

11.10.5 The Licensee must return all keys and other security devices for the Premises to the Council, and advise the Council of all codes for security systems at the Premises, at the expiry or earlier termination of this Licence. If any keys are lost during the Term or are not returned at the expiry or termination of the Licence, the Licensee must pay or reimburse the Council's costs of replacing all lost keys.

11.11 No Warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

11.12 Recovery Fee

The Council reserves the right to charge the Licensee a fee (**Recovery Fee**) with respect to any costs incurred by the Council that relate directly to:

11.12.1 any cleaning required to be carried out by the Council as a result of the Licensee's approved use of the Premises outside the Times of Use;

11.12.2 any security issues that arise as a result of the Licensee's use of the Premises (including loss or replacement of keys or swipe cards); or

11.12.3 any damage caused to the Premises by the Licensee.

12. INSURANCE**12.1 Licensee must Insure**

The Licensee must keep current during the Term:

- 12.1.1 public risk insurance for at least the amount in Item 9 (or any other amount the Council reasonably requires) for each claim;
- 12.1.2 all insurance in respect of the Licensee's Equipment for its full replacement value;
- 12.1.3 plate glass insurance if requested by Council against usual risks; and
- 12.1.4 other insurances required by any Statutory Requirement or which the Council reasonably requires.

12.2 Requirements for Policies

Each policy the Licensee takes out under this clause 12 must:

- 12.2.1 be with an insurer and on terms reasonably approved by the Council;
- 12.2.2 be in the name of the Licensee and note the interest of the Council and any other person the Council requires;
- 12.2.3 have no limit on the number of claims that can be made under it;
- 12.2.4 cover events occurring during the policy's currency regardless of when claims are made; and
- 12.2.5 note that despite any similar policies of the Council, the Licensee's policies will be primary policies.

12.3 Evidence of Insurance

The Licensee must give the Council certificates evidencing the currency of the policies the Licensee has taken out under this clause 12. During the Term the Licensee must:

- 12.3.1 pay each premium before it is due for payment;
- 12.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 12.3.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent; and
- 12.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

12.4 Insurance Affected

12.4.1 The Licensee must not do anything which may:

- (a) prejudice any insurance of the Premises or the Building; or

Community Facility Licence - IFLAC

- (b) increase the premium for that insurance.

12.4.2 If the Licensee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Licensee must on demand pay the amount of that increase to the Council.

13. REPAIR AND MAINTENANCE

13.1 Repair

13.1.1 The Council will keep, maintain and repair the Premises and any Building Services situated within the Premises.

13.1.2 The Licensee must immediately notify the Council as soon as it becomes aware of:

- (a) any structural fault, material damage or material loss of function in the Centre, any Building Services or any lights on the Premises of which the Licensee becomes aware, such as leaks in a roof, inoperable locks on doors or windows, broken glass;
- (b) anything else of which the Licensee becomes aware that might endanger the Premises or the safety of any person in it;
- (c) any notice or directive from the State Government to the Licensee in connection with its occupation or use of the Premises.

13.1.3 The Council will repair any damage caused or contributed to by the act, omission, negligence or default of the Licensee, and will pass on all costs of doing so to the Licensee who must pay those costs as and when due.

13.2 Inner Field Repairs

The Licensee must repair any inner field divots resulting from the Licensee's use of the Premises on a daily basis before leaving the Premises.

13.3 Alterations by Licensee

13.3.1 The Licensee must not carry out any alterations or additions to the Premises without Council's consent.

13.3.2 The Licensee must provide full details of the proposed alteration and additions to the Council.

13.3.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Licensee to obtain the Council's consent to any agreements that the Licensee enters into in relation to the alterations or additions.

13.3.4 The Licensee must carry out any approved alterations and additions:

- (a) in a proper and workmanlike manner;

Community Facility Licence - IFLAC

- (b) in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as licensor under this Licence;
- (c) in accordance with all Statutory Requirements; and
- (d) in a way to minimise disturbance to others.

13.3.5 Unless otherwise agreed in writing between the parties, all alterations and additions to the Land or the Premises made pursuant to this clause will be or become the property of the Council.

13.3.6 The Licensee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Licensee's alterations and additions.

13.4 Cleaning

13.4.1 The Licensee must use its best endeavours to:

- (a) keep the Premises clean and tidy;
- (b) keep the Premises free of vermin, insects and other pests; and
- (c) not cause the Common Areas to be left untidy or in an unclean state or condition.

14. TRANSFERRING, SUBLETTING AND CHARGING

14.1 Transfer

The Licensee may only transfer its interest in this Licence provided:

- 14.1.1 the proposed transferee does not change the Permitted Use;
- 14.1.2 the proposed transferee is able to meet the financial obligations under this Licence; and
- 14.1.3 the Licensee has complied with the Council's procedural requirements for obtaining the Council's consent and the Licensee has obtained the written consent of Council which may be withheld at Council's absolute discretion.

14.2 Subletting

The Licensee must not sublet or Sublicense the Premises or any part of the Premises.

14.3 Charging

- 14.3.1 The Licensee must not charge the Licensee's interest in this Licence or the Licensee's Equipment without the Council's consent.
- 14.3.2 If the Council consents to a charge on the Licensee's Equipment then the Licensee must enter into a deed in a form required by the Council

that ensures the charge is subject to the Council's rights under this Licence.

14.4 Hiring out of Premises

The Licensee must not hire out or otherwise part with possession of the Premises without the written consent of the Council.

14.5 Deemed Assignment

If the Licensee is a corporation (not being a company with its shares listed on any Stock Exchange in Australia) or an association, any change in the beneficial ownership of 20% or more of the voting shares in the corporation or any change in the effective control of the corporation or association, will be deemed to be an assignment of the Premises requiring the consent of Council under this Licence.

14.6 Costs

The Licensee must pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing, including in considering whether or not to grant any consent to a request by the Licensee under this clause 14.

15. LICENSEE GOVERNANCE

15.1 On or before the Commencement Date, if requested the Licensee must provide to the Council a copy of its constitution and any other documents that regulate the governance and operations of the Licensee.

15.2 As and when the Council may reasonably require, the Licensee must provide to the Council such information in relation to the Licensee's use and occupation of the Premises as required by the Council including financial information of the Licensee.

16. COUNCIL'S OBLIGATIONS AND RIGHTS

16.1 Right to Enter

The Council may at any time and without notice enter the Premises during the Times of Use:

16.1.1 to see the state of repair of the Premises;

16.1.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;

16.1.3 to do anything the Council must or may do under this Licence or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and

16.1.4 to show prospective tenants through the Premises;

provided that the Council must take reasonable steps not to interfere with the Licensee's activities within the Premises.

16.2 Right to Licence to Other Parties

The Council may licence or hire the Premises to other parties at any time, provided that any such licenses are subject to a requirement that the subject licensee must use best endeavours to co-operate with other licensees (including the Licensee) as regards the shared occupation and use of the Premises.

16.3 Emergencies

In an emergency the Council may:

16.3.1 close the Premises or Building; and

16.3.2 prevent the Licensee from entering the Premises or Building.

16.4 Works and Restrictions

16.4.1 The Council may:

(a) install, use, maintain, repair, alter, and interrupt Building Services;

(b) carry out works on the Building (including extensions, renovations and refurbishment); and

(c) close (temporarily or permanently) and restrict access to the Common Areas.

16.4.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Licensee's use and occupation of the Premises.

16.5 Right to Rectify

Council may at the Licensee's cost do anything which the Licensee should have done under this Licence but which the Licensee has not done or which the Council reasonably considers the Licensee has not done properly.

17. DAMAGE OR DESTRUCTION**17.1 Termination for Destruction or Damage**

17.1.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Licensee's use then within 3 months after the damage or destruction occurs, the Council must give the Licensee a notice either:

(a) terminating this Licence (on a date at least 1 month after the Council gives notice); or

(b) advising the Licensee that the Council intends to repair the Premises and/or the Building so that the Premises are accessible and the Licensee can occupy and use the Premises.

17.1.2 If the Council gives a notice under clause 17.1.1(b) but does not carry out the intention within a reasonable time, the Licensee may give notice to the Council that the Licensee intends to end this Licence if the Council does not do whatever is necessary to make the Premises accessible and fit for use and occupation by the Licensee within a reasonable time (having regard to the nature of the required work).

17.1.3 If the Council does not comply with clause 17.1.1 or with the Licensee's notice under clause 17.1.2, the Licensee may end this Licence by giving the Council not less than 1 month's notice.

17.2 Reduction or Abatement of Licence Fee

17.2.1 The Yearly Amounts to be paid by the Licensee will during the period the Premises are unfit or inaccessible be reduced unless:

(a) the Premises are unfit or inaccessible; or

(b) an insurer refuses to pay a claim,

as a result of a deliberate or negligent act or omission of the Licensee.

17.2.2 The level of the reduction (if any) will depend on the nature and extent of the damage.

17.2.3 If the level of the reduction (if any) cannot be agreed it must be determined by a Valuer.

18. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

18.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Premises (**Redevelopment**) or for any other reason the Council wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council will be entitled to terminate this Licence subject to the following conditions:

18.1.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Licence is to be terminated;

18.1.2 the Council may at any time after providing the Licensee with the information specified in clause 18.1.1, give the Licensee a written notice of termination of this Licence (**Termination Notice**) specifying the date on which this Licence is to come to an end, being a date not less than 6 months after the Termination Notice is given. This Licence will, unless terminated earlier by the Licensee under clause 18.1.3, come to an end at midnight on the day specified in the Termination Notice;

18.1.3 at any time after receiving a Termination Notice under clause 18.1.1, the Licensee may terminate this Licence by giving not less than 7 days' written notice to the Council; and

- 18.1.4 when this Licence is terminated (whether by the Council under clause 18.1.2 or by the Licensee under clause 18.1.3), the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.
- 18.2 Require the Licensee, upon reasonable notice, to vacate the Premises and to occupy an alternative site owned by the Council from the Premises subject to the following conditions:
- 18.2.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Licence is to be terminated;
- 18.2.2 the Council may at any time after providing the Licensee with the information specified in clause 18.2.1, give the Licensee a written notice of termination of this Licence (**Relocation Notice**) specifying the date on which the Licensee must relocate being a date not less than 6 months after the Relocation Notice is given;
- 18.2.3 the Licensee must relocate to the alternative site on the date stipulated in the Relocation Notice and shall give to the Licensee all such assistance and cooperation as may be necessary to give effect to this clause and to the relocation including the execution of any documents or instruments which the Licensee reasonably requires;
- 18.2.4 the alternative site must, in the reasonable opinion of the Council, be of comparable quality and utility to the Premises;
- 18.2.5 any reasonable costs incurred in relocating the Licensee shall be borne by the Council; and
- 18.2.6 the Licensee's occupation of the alternative site will be on the terms and conditions of this Licence with such amendments as are necessary for the terms and conditions of this Licence to apply to the Licensee's occupation of the alternative site; or
- 18.3 Negotiate with the Licensee as to the necessary financial and maintenance contribution which is required from the Licensee in order for the Council to reconsider undertaking the Redevelopment. The Council may, at any reasonable time during these negotiations exercise any of its other rights under this clause 18.

19. RIGHTS AND OBLIGATIONS ON EXPIRY

19.1 Expiry

This Licence will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Licensee under any other provision of this Licence.

19.2 Handover of Possession

Before this Licence comes to an end, the Licensee will:

Community Facility Licence - IFLAC

- 19.2.1 remove all of the Licensee's Equipment and repair any damage caused by such removal;
- 19.2.2 no later than 1 month before this Licence comes to an end, provide the Council with a written summary of all alterations and additions made to the Premises by the Licensee, whether those alterations and additions were authorised by the Council or not;
- 19.2.3 if required by the Council, remove and reinstate any alterations or additions made to the Premises by the Licensee; and
- 19.2.4 complete any repairs which the Licensee is obliged to carry out under this Licence.

19.3 Abandoned Goods

If when this Licence comes to an end the Licensee leaves any goods or equipment at the Premises, then the Council will be entitled to deal with and dispose of those goods at its discretion.

19.4 Holding Over

If, with the Council's consent, the Licensee continues to occupy the Premises after the end of this Licence, the Licensee does so as a monthly tenant on a holding over basis which:

- 19.4.1 is on the same terms as this Licence, including the distribution of profit in accordance with clause 9; and
- 19.4.2 which either party may terminate with one month's notice.

20. BREACH

20.1 Payment Obligations

20.1.1 The Licensee must make payments due under this Licence:

- (a) without demand (unless this Licence provides demand must be made);
- (b) without set off, counterclaim, withholding or deduction;
- (c) to the Council or as the Council directs; and
- (d) by direct debit or such other means as directed by the Council.

20.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Licensee must make that payment on demand.

20.2 Set Off

The Council may, by notice to the Licensee, set off against any amount due and payable under this Licence by the Council to the Licensee, any amount

Community Facility Licence - IFLAC

due and payable by the Licensee to the Council under this Licence or under any other agreement or arrangement.

20.3 Council's Rights on Breach

20.3.1 If the Licensee is at any time in breach of any of its obligations under this Licence and the Licensee fails to remedy that breach to the satisfaction of the Council after being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter come onto the Premises without notice and do all things necessary to remedy that breach.

20.3.2 The Licensee will be liable to pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Licensee as a debt due and payable on demand.

20.4 Default, Breach and Re-Entry

In the event that:

20.4.1 any moneys (or part of any moneys) payable under this Licence are unpaid for the space of seven (7) days after any day on which the same ought to have been paid (although no formal or legal demand has been made);

20.4.2 the Licensee commits, permits or suffers to occur any breach or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of this Licence;

20.4.3 in the case of a Licensee being a company or association:

- (a) a meeting of the directors or members of the Licensee is convened to pass a resolution that an administrator of the Licensee be appointed or that the Licensee be wound up voluntarily;
- (b) any person appoints an administrator of the Licensee;
- (c) an application is made to any court to wind up the Licensee;
- (d) an application is made pursuant to section 411 of the *Corporations Law*;
- (e) a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Licensee or in respect of any property of the Licensee; or
- (f) the Licensee is deregistered or dissolved;

20.4.4 in the case of a Licensee being a natural person:

- (a) the Licensee commits an act of bankruptcy or a sequestration order is made against the Licensee;
- (b) a creditor of the Licensee presents a creditor's petition against the Licensee under the *Bankruptcy Act 1966*;

Community Facility Licence - IFLAC

- (c) the Licensee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
- (d) the Licensee signs an authority under section 188 of the *Bankruptcy Act 1966*;
- (e) the Licensee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966* and that debt agreement proposal is accepted by the Licensee's creditors;
- (f) the Licensee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
- (g) the Licensee is convicted of an indictable offence (other than a traffic offence);

20.4.5 execution is levied against the Licensee and not discharged within 30 days;

20.4.6 any property in or on the Premises is seized or taken in execution under any judgment or proceedings;

20.4.7 the Premises are left unoccupied for 1 month or more without the Council's consent,

then despite any other clause of this Licence, the Council at any time has the right to terminate this Licence and re-enter into and upon the Premises in the name of the whole and to have again repossess and enjoy the same as of its former estate but without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Licence Fee or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Licensee under or by virtue of this Licence.

20.5 Rights of Council not Limited

The rights of the Council under this Licence and at law resulting from a breach of this Licence by the Licensee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 20.

20.6 Repudiation and Damages

20.6.1 The Licensee acknowledges that the following obligations under this Licence are essential terms:

- (a) the obligation to pay the Licence Fee;
- (b) the obligation to pay Outgoings;
- (c) the obligations and prohibitions in relation to use of the Premises;

Community Facility Licence - IFLAC

- (d) the obligation to comply with the Rules, regulations and policies that the Council has in force at any given time;
- (e) the obligations and restrictions in relation to additions and alterations to the Premises; and
- (f) the restriction on assignment, subletting, mortgaging and licensing.

20.6.2 If the Council accepts payment of the Licence Fee or any other moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.

20.6.3 If the Licensee breaches any essential term, that conduct on the part of the Licensee will be deemed to constitute a repudiation of this Licence and the Council may at any time thereafter rescind this Licence by accepting that repudiation.

20.6.4 The Licensee agrees that if this Licence is terminated by the Council because of a breach by the Licensee of an essential term or if the Licensee repudiates this Licence and the Council accepts that repudiation thereby rescinding this Licence, the Licensee will be obliged to pay compensation to the Council including the Licence Fee and other moneys which the Council would otherwise have received under this Licence for the balance of the Term had the Licensee not breached an essential term or repudiated this Licence. In those circumstances the Council will be obliged to take reasonable steps to mitigate its losses and to endeavour to tenant the Premises at a reasonable fee and on reasonable terms.

20.6.5 The rights of the Council under this clause 20.6 and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Licence or at law in respect of any breach or repudiatory conduct on the part of the Licensee.

20.7 Interest on Overdue Amounts

If the Licensee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

21. INDEMNITY AND RELEASE

21.1 Risk

The Licensee occupies and uses the Premises at the Licensee's risk.

21.2 Indemnity

The Licensee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

- 21.2.1 any act or omission of the Licensee;
 - 21.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;
 - 21.2.3 any fire on or from the Premises;
 - 21.2.4 loss or damage to property or injury or death to any person caused by the Licensee, the use of the Premises by the Licensee or otherwise relating to the Premises;
 - 21.2.5 a breach of this Licence by the Licensee; or
 - 21.2.6 the Licensee's use or occupation of the Premises.
- 21.3 **Release**
- The Licensee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.
- 21.4 **Indemnities are Independent**
- Each indemnity is independent from the Licensee's other obligations and continues during this Licence and after this Licence ends.

22. GOODS AND SERVICES TAX

- 22.1 If GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Licence or any goods, services or other things supplied under this Licence then:
- 22.1.1 the Agreed Consideration for that supply is exclusive of GST;
 - 22.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and
 - 22.1.3 the Licensee shall pay the increased Agreed Consideration on the due date for payment by the Licensee of the Agreed Consideration.
- 22.2 Where the Agreed Consideration is to be increased to account for GST under this clause 22, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Licensee.
- 22.3 If the Licensee does not comply with its obligations under this Licence or with its obligations under the GST Legislation in connection with this Licence and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Licensee must pay the Council on demand an amount equal to the amount of the penalties and interest.

23. DISPUTE RESOLUTION**23.1 Parties to this Licence**

- 23.1.1 A party must not terminate this Licence (except, in the case of the Council, for a breach of an essential term by the Licensee) or commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this Licence, unless it first complies with this clause. If one party to the dispute fails to comply with this clause, any other party to the dispute need not comply with this clause.
- 23.1.2 If there is a dispute between the parties, the aggrieved party must serve a notice on the other party setting out the nature of the dispute and designating its representative with authority to settle the dispute (Complaint Notice). The other party must promptly give written notice to the aggrieved party designating its representative with authority to settle the dispute. The parties must then make every effort to resolve the dispute by negotiation.
- 23.1.3 The representatives must attempt to resolve the dispute within thirty (30) Business Days of service of the Complaint Notice.
- 23.1.4 If the dispute is not resolved within that period (or any further period the representatives agree), any party which has complied with this clause may in writing terminate the dispute resolution process under this clause and exercise their rights under the Licence and terminate the Licence and/or commence arbitration or court proceedings in respect of the dispute.
- 23.1.5 The sole purpose of any exchange of documents and other information or any offer of settlement under this clause is to attempt to settle the dispute. No party may use any documents or information obtained through the dispute resolution process under this clause for any purpose other than a bona fide attempt to settle the dispute.
- 23.1.6 Nothing in this clause is intended to oust the jurisdiction of any court of competent jurisdiction.

23.2 Licensee and other parties/licensees

- 23.2.1 As per clause **Error! Reference source not found.**, the Centre is a shared use facility and the Council will be licensing the Premises to other parties at times that will overlap with the Times of Use under this Licence.
- 23.2.2 In circumstances where the Licensee wishes to make a complaint about another licensee of the Premises, then the complaint should be made in writing and addressed to the Manager Sport, Recreation & Community Planning at BAC@salisbury.sa.gov.au.
- 23.2.3 Upon receipt of such a complaint, the Manager Sport, Recreation & Community Planning will then facilitate the resolution of the dispute between the Licensee and the party against whom the complaint has been made.

Community Facility Licence - IFLAC

23.2.4 The Council warrants that each of the other licensees of the Premises will have an identical clause inserted into their respective licenses.

24. GENERAL

24.1 Costs

On request the Licensee must pay or reimburse to the Council all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Licensee under this licence or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this licence or at law or otherwise arising in consequence of any actual or threatened breach by the Licensee.

24.2 Waiver

If the Council accepts or waives any breach by the Licensee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Licence.

24.3 Notice

24.3.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

- (a) in the case of the Licensee, if provided in writing to a person nominated for the purpose of receiving any notice under this Licence (**Nominated Person**), or if the Licensee has vacated the Premises, then if posted by pre-paid post to the last known address of the Licensee;
- (b) in the case of the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Licence unless the Licensee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).

24.3.2 Notice served by pre-paid post will be deemed to have been given or served 3 Business Days after posting.

24.3.3 The name and contact details for the Nominated Person are as follows:

Name: Liam Sanders

Email: inglefarmlittleathletics@gmail.com

The Council must be notified in writing if the Nominated Person is changing.

24.4 Severance

If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

Community Facility Licence - IFLAC

24.5 Entire Agreement

The Council and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Premises and that no promises, representations or undertakings, other than those contained in this Licence, were made or given or relied upon.

24.6 Resumption

If the Council receives notice of resumption or acquisition of the Premises or the Land (or any part of the Land affecting the Premises) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Licence by giving not less than three (3) months written notice to the Licensee. When such termination takes effect, the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

Community Facility Licence - IFLAC

EXECUTED as an AGREEMENT

THE COMMON SEAL of the **CITY OF**
SALISBURY was affixed here in the
 presence of:

)
)
)
)

.....
 Signature of Mayor

.....
 Signature of Chief Executive Officer

.....
 Full name of Mayor

.....
 Full name of Chief Executive Officer

EXECUTED by
INGLE FARM LITTLE ATHLETICS
CENTRE in accordance with its
 Constitution and in the presence of:

)
)
)
)
)

.....
 Signature

.....
 Signature

.....
 Position

.....
 Position

.....
 Full Name

.....
 Full Name

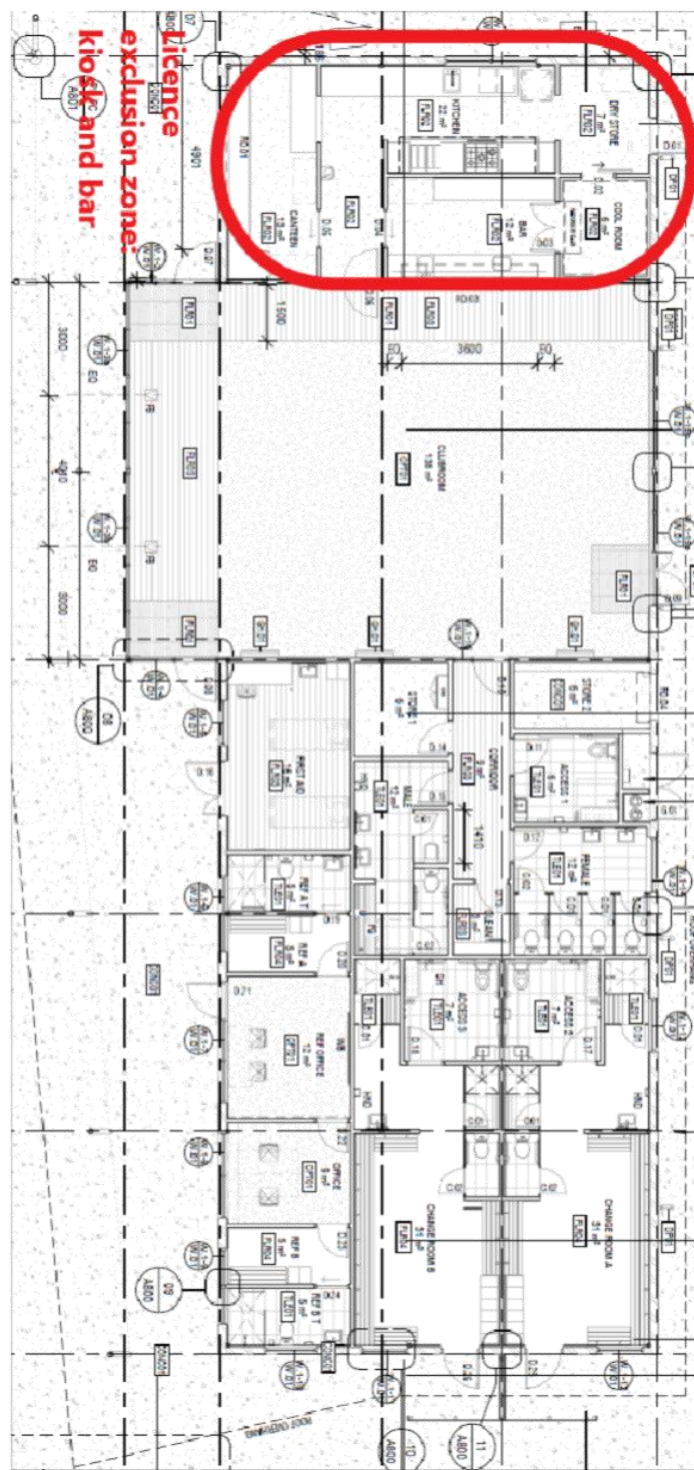
**If only 1 person has signed that person states that he/she is the sole director and sole secretary of the company.*

Community Facility Licence - IFLAC

ANNEXURE A – PLAN



Community Facility Licence - IFLAC



Community Facility Licence - IFLAC

ANNEXURE B – SPECIAL CONDITIONS**1. EARLY TERMINATION**

- 1.1 Notwithstanding any other provision of this Licence, the Council may at any time during the Term (inclusive of any extensions), terminate this Licence by giving the Licensee not less than three (3) months written notice (**Early Termination Notice**).
- 1.2 The Early Termination Notice is not required to specify any reason for the termination of this Licence and this Licence will automatically terminate on the date that is three (3) months from the date of the Early Termination Notice.
- 1.3 Except for any claim in respect of a breach of this Licence prior to its termination or a breach of a clause of this Licence which survives its termination, neither party will have any claim against the other party in connection with the termination of this Licence under Special Condition 1.1 and such termination does not give rise to any liability as between the parties under this Licence.
- 1.4 Upon the termination of this Licence in accordance with Special Condition 1.1, any Licence Fee and Outgoings paid by the Licensee to the Council that relates to any period after the date of termination of this Licence shall be repaid to the Licensee within 30 days of termination of this Licence. For the purposes of this clause, all payments of Licence Fee and Outgoings are deemed to accrue on a day-to-day basis.

2. MEMORABILIA

- 2.1 The Licensee will be permitted to bring and install one board on which to display its memorabilia within the Premises.
- 2.2 The location of the board and associated memorabilia will be determined at the Council's discretion.
- 2.3 The Licensee will be responsible for any ongoing costs associated with the upkeep and updating of the memorabilia board.

3. STATE ASSOCIATIONS

- 3.1 The Licensee acknowledges that the following State Athletics Associations have an interest in using the Premises:
 - a) Athletics SA;
 - b) SA Little Athletics; and
 - c) The SA Athletic League,
 collectively referred to as the **State Associations**.
- 3.2 The Council may, with reasonable notice, require the Licensee to postpone certain functions or events to accommodate the State Associations requirements to use the Premises. In such circumstances, the Council will work closely with the Licensee to facilitate another location or suitable date for the postponed function or event.

Community Facility Licence - IFLAC

4. BETTER USE OF SPORTING FACILITIES

The Licensee acknowledges that the Council annually invests substantial funding into the upgrades and maintenance of the Premises, and in recognition of this investment, the Licensee agrees to utilise the Premises for greater community benefit, including out of season use by complimentary sports, non-sporting clubs and other community users as follows:

- 4.1 The Licensee agrees to actively share the Premises with non-sporting organisations either in sub-licence arrangements, for hire or to support broader community benefits;
- 4.2 The Licensee agrees to actively promote the hire of the Premises to community groups and the broader community (for example, NDIS providers during the times when the Premises is not being fully utilised);
- 4.3 The Licensee agrees to participate in activities seeking participation for the use of the Premises from multicultural communities within the City of Salisbury;
- 4.4 The Licensee will actively seek the use of the Premises in the off season and by complimentary sports and activities to fully utilise the capital investment of the Council across the year; and
- 4.5 The Licensee will ensure at all times that it provides support for full utilisation of the Premises.

5. LINE MARKINGS

- 5.1 The Council will ensure that the inner field line markings will be freshly painted before the start of each athletics season during the Term.
- 5.2 The Licensee will be responsible for maintaining the inner field line markings during each athletics season during the Term (jointly with other licensees of the Premises).
- 5.3 Both the Council, when freshly painting the line markings, and the Licensee, when maintaining the line markings, will do so in accordance an approved line markings plan to be distributed by the Council.

6. SINKING FUND

- 6.1 The Council will establish a sinking fund with respect to the Premises (**Sinking Fund**).
- 6.2 Money will be deposited into the Sinking Fund in accordance with the Profit Distribution Model under Annexure C (see in particular 1.7(b)(i)).
- 6.3 The Council may use the money from the Sinking Fund at its discretion, with a focus on maintaining and replacing Council's Equipment when necessary.

7. ATHLETICS EQUIPMENT

- 7.1 As at the Commencement Date, the Licensee may move its athletics equipment from its previous premises to the Centre to be stored in the Storage Shed and used for training purposes, and that equipment will be considered

Community Facility Licence - IFLAC

Licensee's Equipment under this Licence. Once the Licensee's Equipment (athletics equipment) deteriorates to the point that it can no longer be used, the Council may use money from the Sinking Fund to purchase replacement equipment at which time that equipment would be treated as Council's Equipment.

- 7.2 The Council undertakes as at the Commencement Date to purchase a range of athletics equipment that meets current international standards, which once purchased will become Council's Equipment.
- 7.3 The Council will designate various pieces of Council's Equipment as **Competition Equipment** and notify the Licensee of such, and Competition Equipment may only be used during sanctioned competitions so as to maintain its integrity.

8. PAYMENT OBLIGATIONS – LICENSEE NOT TO BE 'WORSE-OFF'

- 8.1 Notwithstanding any of the terms of this Licence, the parties acknowledge and agree that the Licensee's total liability for payments under this Licence (with the exclusion of Outgoings) must not exceed the payments that the Licensee would have been liable for under the existing lease between the Licensee and the Council with respect to Golding Oval, dated 14/10/2018 (**Existing Lease**), in the normal course of events.
- 8.2 For the avoidance of doubt, the limit set out under Special Condition 8.1 does not apply to costs that are associated with the Licensee's failure to comply with its obligations under this Licence, or costs associated with any breach of this Licence by the Licensee.

9. EXISTING LEASE

- 9.1 The Licensee will maintain the Existing Lease, and acknowledges that it will be liable for those lease fees in addition to the fees under this Licence.
- 9.2 The Licensee agrees to enter into a Deed of Variation with respect to the Existing Lease under which it will grant Council the ability to require the Licensee to grant temporary subleases to either or both of Northern Districts Athletics Club or Salisbury Little Athletics Club, in the event that either of those clubs are required to use Golding Oval as an overflow facility.
- 9.3 The granting of subleases in accordance with Special Condition 9.2 will be on reasonable terms to be decided at Council's discretion.

10. BOOKING THE PREMISES OUTSIDE THE TIMES OF USE

- 10.1 The Licensee may at any time request a booking to access and use the Premises, or part thereof, outside the Times of Use by way of submitting a written request to the Council at BAC@salisbury.sa.gov.au.
- 10.2 If the Premises, or part thereof requested for use, is available at the requested time then the Council will grant the request at no additional cost to the Licensee.

11. NO WARRANTY AS TO USE – SITE SAFETY INSPECTION CHECKLIST

- 11.1 Council does not warrant that the Premises is or will be suitable for the

Community Facility Licence - IFLAC

Permitted Use during the Term. The Licensee is responsible for making its own determination as to the suitability of the Premises prior to each use of the Premises. The Licensee must complete and sign the 'Site Safety Inspection' checklist (pursuant to Rule 2 set out under Annexure D) prior to each use of the Premises as outlined above, and if the Licensee does not do so then the Licensee's subsequent use of the Premises is deemed to be an unauthorised use of the Premises, and as a result Council is indemnified against any claims that may be issued against Council and/or the Licensee from such unauthorised use.

- 11.2 Council may, in its reasonable opinion, suspend this Licence if it is of the reasonable opinion that due to circumstances outside of its control, such as inclement weather, use of the Premises would be dangerous to the Licensee, its members and members of the public. In such instances, Council is in no way liable to the Lessee for any loss of income or consequential loss.

Community Facility Licence - IFLAC

ANNEXURE C – PROFIT DISTRIBUTION MODEL

1. CALCULATION AND DISTRIBUTION OF PROFIT SHARE

- 1.1 The Licensee is one of three main licensees of the Premises, together known as **the Clubs**.
- 1.2 The Council will be responsible for operating the kiosk and bar located within the Centre.
- 1.3 All revenue generated through the sale of food and beverages at the kiosk and bar will be paid into a nominated bank account of Council's (**Holding Account**).
- 1.4 The Council will at times invite the Clubs to assist with operating a barbeque during club events at the Centre, as part of the operation of the kiosk, and all proceeds generated by the barbeque will be processed through the kiosk point of sale system and paid into the Holding Account in the same way as all other revenue.
- 1.5 On a quarterly basis, the Council will distribute an amount from the Holding Account to the Clubs (**Profit Share**). For the first year of the Term, the Profit Share that each of the Clubs will receive is a fixed amount, based on the past performance of each of the Clubs with respect to kiosk sales. This fixed amount will be reviewed for each subsequent year of the Term at the Council's discretion.
- 1.6 The Licensee's Profit Share for the first year of the term is \$435.80 per quarter.
- 1.7 Notwithstanding 1.5 and 1.6 above, Council will review the funds held in the Holding Account on a quarterly basis and determine the total amount of profit generated at the Centre for that quarter (**Quarterly Profit**). If the Quarterly Profit exceeds the combined fixed Profit Share for the Clubs for that quarter, then:
 - a) the net profits generated through barbeque sales (refer to 1.4 above) will be distributed among the Clubs on top of the usual payment of the Profit Share. The additional amounts to be distributed will be calculated by the Council, taking into account the percentage of the additional amount that the Council estimates to be attributable to the Licensee; and
 - b) the Council will retain the additional profit generated by the kiosk and bar sales for the purpose of:
 - i) contributing to the Sinking Fund (see Special Condition 6); or
 - ii) offsetting any costs associated with the Centre,
 as it sees fit.

2. GENERAL

- 2.1 If the Licensee is in breach of this Licence or owes any money to the Council in any other capacity, then the Council may withhold payment of the Profit Share at its discretion.

Community Facility Licence - IFLAC

- 2.2 The parties acknowledge and agree that the profit share arrangement under this Licence may be subject to review and change during the Term at the Council's absolute discretion.

Community Facility Licence - IFLAC

ANNEXURE D – RULES

1. When utilising the running tracks at the Centre, the Licensee must at all times comply with the Rekortan/Polytan rules with respect to appropriate footwear, surface protection and traffic movement/loading guidelines, a copy of which are included with this annexure as Schedule 1.
2. The Licensee must ensure appropriate safety inspections are completed prior to any event at the Centre. This will involve completing a prescribed 'Site Safety Inspection' checklist that will be provided by the Council, and will be in substantially the same form as that included with this annexure as Schedule 2.
3. At the completion of an event, the Licensee must carry out a thorough inspection of the Premises and carry out any necessary maintenance work.
4. When utilising the Gator vehicle located at the Centre (which vehicle falls under the definition of Council's Equipment) the Licensee must at all times comply with the Gator and Trailer Safe Operating Procedure brochure, a copy of which is included with this annexure as Schedule 3.

Community Facility Licence - IFLAC

ANNEXURE D – SCHEDULE 1

REKORTAN/POLYTAN TRACK RULES



Spike Rules

Polytan only permit 'Pyramid' or 'Christmas Tree' spikes (also called *compression tiered spikes*) to be used on the track for athletic activity.

These spikes will provide ideal performance for athletes on your Rekortan® or Spurtan® surface. They are designed to compress the surface rather than dig in, providing energy restitution to the athlete, especially for sprinting events and result in less damage to the track surface due to the flatter profile and therefore lower point load than other spike options.

Maximum length spikes are essential to performance and track longevity.

- Running activity maximum of 7mm
- Throw and Jump activity maximum of 9mm

Supervision and attention of activity at start locations is strongly recommended to ensure minimisation of damage from starting blocks.

Due to the variety of systems specific recommendations are not possible other than spikes should be of the above nature and the usage of them advised to athletes and facility users.

Start locations for sprinting activity are subjected to high wear and as such will require some rectification work prior to full resurfacing of the track. Control of the activity in these locations and lateral thinking by moving regular 'sprint start training activity' to less used areas of the track (rear straight, behind marshalling area at 100m hurdle start, etc) will reduce the need for expensive part-resurfacing works.

Minimise Surface Damage

Through regular athletics competition the inside lanes are subjected to more wear than the remainder of the track. To help spread usage across the entire track surface and prevent premature wear of the inner lanes, training access to the 1st and 2nd lanes should be restricted.

This can be done effectively with lockable barriers installed adjacent to the inside of the track. If these cannot be installed, then temporary measures such as bollards, traffic cones or movable barriers should be used to regulate track usage during training activity.

Many athletics tracks are installed with additional sprint facilities incorporated on the rear straight. To reduce stress on the main sprint event starting positions, sprint training should be conducted on the rear straight, where possible.

Community Facility Licence - IFLAC



polytan

Traffic Movement and Loading

Vehicles should be allowed on the track surface as minimally as possible for maintenance, access to infield, setting up events during training and competition and the like.

Your track surface and warranty will be affected by:

- Oil or fuel spills or drips onto the surface.
- Sudden starting or twisting of wheels under load.
- Excess traffic loading

Any vehicle accessing your track must not allow oil, fuel or other fluid leaks onto the track surface. If such a leak does occur, wash the area immediately with a neutral pH, non-foaming detergent and flush thoroughly with cold water.

With regard to moving vehicles and weight the following generally applies:

- ONLY use vehicles with pneumatic tyres,
- Total weight of the loaded vehicle should NOT exceed 4 tonne
- Average load per wheel must NOT exceed 1 tonne
- Where any uncertainty exists with vehicle type or loading, dual layers of plywood can be laid in a brick-bond pattern to spread the load and eliminate point loading.
- Vehicle operators must be advised:
 - No sudden twisting or turning of wheels.
 - No quick starting / stopping on the surface.
 - No turning wheels whilst on the track surface.
 - Planks or rails must be used when taking a loaded vehicle across the internal drainage at all times, to avoid damage to this structure.
 - The raised aluminium track kerbing is not trafficable and kerbing sections must be removed to enable vehicle access to infield,
 - It is highly recommended an access point and path be determined prior to crossing the track edge.
 - Avoid heavy traffic on your track in hot weather (above 30° C)




Rekortan at Victorian State Athletic Centre

Community Facility Licence - IFLAC

ANNEXURE D – SCHEDULE 2
SITE SAFETY INSPECTION CHECKLIST

Bridgestone Athletics

Site Safety inspection



Organisation Name: _____

Person conducting assessment: _____

Phone number: _____ Position: _____

Date of assessment: _____ Time of assessment: _____

☐ Walk track, assess for damage. Report any damage immediately

Damage: _____

Reported: ☐ Yes ☐ No ☐ NA

☐ Rake sand pits, assess for sharps ☐ NA

☐ Pit 1 ☐ Pit 2 ☐ Pit 3 ☐ Pit 4

☐ Inspect inner field for hazards including divots or sharps ☐ NA

Hazards found: _____

Hazard removed: ☐ Yes ☐ No

Reported: ☐ Yes ☐ No ☐ NA

☐ Inspect throwing nets, ensure ropes are secured ☐ NA

☐ Discus (west) ☐ Hammer Throw (East)

☐ Ensure mats are secure and free from damage ☐ NA

☐ High Jump 1 ☐ High Jump 2

☐ Pole Vault

☐ If using the Gator ensure all drivers have read and signed the conditions of use

☐ Ensure steeple chase covers are removed and pits are filled with potable water ☐ NA

Name: _____

Signature: _____


Community Facility Licence - IFLAC

ANNEXURE D – SCHEDULE 3

GATOR AND TRAILER SAFE OPERATING PROCEDURE

Bridgestone Athletics

Safe Operating Procedure



Gator and Trailer

Date of assessment: 08/06/2021
Review date: 08/06/2022

Safety Warnings:

ROLLOVER OR FALLING OFF MAY CAUSE DEATH

- Check over vehicle prior to driving.
- Before using vehicle, read operating instructions below.
- Do not start vehicle until all occupants are seated.
- Remain seated and hold on to the seat handle while moving.
- Two (2) persons per seat maximum.
- Operate from driver side only
- Do not operate on public roads.
- Keep entire body inside vehicle while moving.
- Driving speed limit – 10 km per hour
- Drive slowly when turning or driving down slopes.
- Use breaks to reduce speed when coasting down slopes.
- Never stand in front or behind vehicle


Operation Instructions:

Before operating the gator determine the access path prior to starting the Gator; Open gates and remove aluminium rails where required.

When using the trailer ensure the trailer is sufficiently connected and all equipment is secured before starting the Gator.

To minimise track damage Gator is to be driven on the grass as much as possible when dropping off equipment around the track.

- Unlock isolation padlock, turn to activate the battery.
- Turn the key to the desired position and be sure nothing is in your path.
- While vehicle is stopped, select direction by placing key in desired position.
 - F = Forward
 - N = Neutral
 - R = Reverse (buzzer will sound)
- Vehicle will start moving when accelerator pedal is depressed. Park brake will release when accelerator pedal is depressed.
- Slowly depress accelerator pedal to increase speed.
- When the trailer is connected, ensure adequate room is given to each side of the trailer.
- **Do not turn vehicle sharply while on the Athletic Track**



Community Facility Licence - IFLAC

- Avoid stopping the gator on the athletics track. Where possible please drive on the inner field. If stopping on the track is unavoidable slowly depress the accelerator pedal to ensure slow and careful movement, preventing damage to the track.
- To stop; release accelerator pedal and depress brake pedal.
- After stopping, firmly depress park brake until it locks.
- Turn key into neutral position.
- Turn the key "OFF" and remove key when not in use.
- Switch isolator on and ensure padlock is secure



Additional Notes:

Make sure the charger is plugged in at all times when vehicle not in use.

Beware of weather hazards

Sun protection – use broad rim hat, wear adequate clothing for sun and wet weather conditions

Do not drive during storm conditions

All users must hold a South Australian Driver's License and be over the age of 18 years.

I have read and understood this document and will abide by all operating instructions indicated within this document:

Name: _____

Signature: _____

Contact Number: _____

Office Use Only:

Drivers Licence Sighted: ☐ Yes ☐ No

Sited by: _____

Signed: _____

Date: _____

Community Facility Licence - IFLAC

CITY OF SALISBURY
(Council)
AND
NORTHERN DISTRICTS ATHLETICS CLUB
(Licensee)

COMMUNITY FACILITY LICENCE

BRIDGESTONE ATHLETICS CENTRE

pa210902_024.doc

Community Facility Licence - NDAC

SCHEDULE 1

ITEM 1 Premises	The portion of the land comprised in Certificate of Title Volume 6166 Folio 194 being the area delineated in red on the first plan attached at Annexure A to this Licence, but excluding the kiosk and bar located within that area and as shown in red on the second plan attached at Annexure A to this Licence						
ITEM 2 Land	The whole of the land comprised in Certificate of Title Volume 6166 Folio 194						
ITEM 3 Term	One (1) year and 334 days commencing on 1 November 2021 (Commencement Date) and expiring at midnight on 30 September 2023						
ITEM 4 Times of Use	<ul style="list-style-type: none"> • Mondays, Wednesdays and Thursdays from 4.30pm until 8.30pm • Tuesdays from 5.30pm until 8.30pm • Fridays from 5.00pm until 9.00pm • Sundays from 1.00pm until 5.30pm • Other times as approved by the Council in accordance with Special Condition 10. 						
ITEM 5 Licence Fee	<p>\$2,548.68 per annum (inclusive of GST) (subject to review pursuant to clause 6)</p> <p>The rent will be payable in advance by equal and consecutive calendar monthly instalments. The first instalment to be paid on the commencement date and then on the first day of each and every month during the Term provided that the first and last payment shall be proportional ones if appropriate.</p>						
ITEM 6 Licence Fee Review Dates and Review Method	<table> <tr> <th>Review Dates</th><th>Review Method</th></tr> <tr> <td>a) Date: 1 September</td><td>LGPI Review</td></tr> <tr> <td>Year(s): 2022, 2023</td><td></td></tr> </table>	Review Dates	Review Method	a) Date: 1 September	LGPI Review	Year(s): 2022, 2023	
Review Dates	Review Method						
a) Date: 1 September	LGPI Review						
Year(s): 2022, 2023							
ITEM 7 Outgoings	Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land and/or Building						
ITEM 8 Permitted Use	Sport, recreation or community activities approved by Council						
ITEM 9 Public Risk Insurance	Twenty Million Dollars (\$20,000,000.00)						
ITEM 10 Special Conditions	The terms and conditions (if any) set out in Annexure B are deemed to be incorporated into this Licence and, in the event of any inconsistency with the terms and conditions contained in the body of this Licence, then the Special Conditions will prevail.						

pa210902_024.doc

Community Facility Licence - NDAC

pa210902_024.doc

Community Facility Licence - NDAC

THIS LICENCE is dated

2021

BETWEEN

CITY OF SALISBURY ABN 82 615 416 895 of 34 Church Street, Salisbury SA 5108
(Council)

AND

NORTHERN DISTRICTS ATHLETICS CLUB of Rundle Park, Rundle Road, Salisbury South
SA 5106 (Licensee)

INTRODUCTION

- A. The Council is the registered proprietor of the Land.
- B. The Bridgestone Athletics Centre (**Centre**) is located on the Land.
- C. The Council has resolved to adopt a model of single party management of the Centre, where Council is the managing party.
- D. The Licensee is aware that the Centre is a shared use facility, and that the Council will be licensing the Premises to other parties at times that will overlap with the Times of Use.
- E. The Licensee has requested a licence to use the Premises for the Permitted Use during the Times of Use.
- F. The Council has resolved to grant the Licensee a licence of the Premises for the Permitted Use during the Times of Use, and has (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999*.
- G. The Council and Licensee wish to record the terms of their agreement in this Licence.

TERMS

1. ACKNOWLEDGEMENT OF BACKGROUND

The preceding statements are accurate and form part of this Licence.

2. DICTIONARY

In this Licence:

Agreed Consideration means the Licence Fee, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Licensee for any supply or use of the Premises and any goods, services or other things provided by the Council under this Licence (other than tax payable under clause 22).

Building means the interior and exterior of all present and future improvements on the Land and includes all Building Services and Common Areas and all other conveniences, services, amenities and appurtenances of, in or to the Building.

Building Services includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and

pa210902_024.doc

Community Facility Licence - NDAC

telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building or any premises in or on the Land supplied by any authority, the Council or any other person the Council authorises.

Business Day means a day which is not a Saturday, Sunday or public holiday in South Australia.

Commencement Date means the commencement date of the Term described in Item 3.

Common Areas means all areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees of the Land and their invitees and customers including driveways, car parks, walkways, washrooms, toilets, lifts and stairways.

Council means the party described as 'Council' in this Licence and where the context permits includes the employees, contractors, agents and other invitees of the Council.

Council's Equipment means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and made available for use by the Licensee (on a non-exclusive basis).

Default Rate means the rate which is 2% per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000 and if there is more than one rate published, the highest of those rates.

GST has the same meaning as given to that term in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

GST Rate means 10% or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

Institute means the South Australian Division of the Australian Property Institute.

Land means the land described in Item 2 and includes any part of the Land.

Legislation includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

Licence Fee means the fee set out in Item 5.

Licensee means the party described as 'Licensee' in this Licence and where the context permits includes the employees, contractors, agents, customers and other invitees of the Licensee.

Licensee's Equipment means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Premises by the Licensee.

Licensee's Share means a percentage calculated by the Council at its discretion, taking into account the Licensee's use of the Premises as compared to other licensees of the Centre, and taking into account the Times of Use. The Licensee's

Share will be subject to review in circumstances where there is any variation to the Licensee's use of the Premises or the Times of Use.

LGPI means the local government price index published by the South Australian Centre for Economic Studies or the index which replaces it under clause 6.2.

Outgoings means the outgoings described in Item 7.

Payment Date means the Commencement Date and the first day of each month during the Term.

Permitted Use means the use described in Item 8.

Premises means the premises described in Item 1 including the Council's Equipment, but excluding the kiosk and bar located within the Centre.

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, and emergency services levy.

Review Date means each date in Item 6.

Review Method means the relevant method of licence fee review in Item 6 for any Review Date.

Review Period means the period from the day immediately preceding a Review Date to the day immediately preceding the date on which the Licence Fee was last reviewed and in the case of the first review of the Licence Fee, the Commencement Date.

Special Conditions means the special conditions to this Licence described in Item 10.

Statutory Authorities means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

Statutory Requirements means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.

Term means the term of this Licence and any period during which the Licensee holds over or remains in occupation of the Premises.

Times of Use means the times set out in Item 4.

Valuer means a qualified valuer appointed to make a determination under this Licence:

- (a) who is appointed by agreement of the Council and the Licensee or, failing agreement within 14 days of either notifying the other of the requirement for such appointment at the request of either the Council or the Licensee, by the President or Acting President of the Institute;
- (b) who has practised as a valuer with a minimum of 5 years relevant experience;

- (c) who is licensed to practice as a valuer of the kind of premises in respect of which the review is required; and
- (d) who acts as an expert and not as an arbitrator.

Yearly Amounts means the aggregate of the Licence Fee, Outgoings and any other moneys payable by the Licensee during the Term.

3. INTERPRETATION

In this Licence, unless the contrary intention appears:

- 3.1 a reference to this Licence is a reference to this document;
- 3.2 words beginning with capital letters are defined in clause 2;
- 3.3 a reference to a clause is a reference to a clause in this Licence;
- 3.4 a reference to an Item is a reference to an item in the Schedule;
- 3.5 a reference to the Schedule is a reference to the schedule of this Licence; and
- 3.6 a reference to an Annexure is a reference to an annexure to this Licence.
- 3.7 headings are for convenience only and do not affect interpretation;
- 3.8 the singular includes the plural and vice-versa;
- 3.9 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 3.10 a reference to any party in this Licence, or any other document or arrangement referred to in this Licence, includes that party's executors, administrators, substitutes, successors and assigns;
- 3.11 a reference to any document (including this Licence) is to that document as varied, novated, ratified or replaced from time to time;
- 3.12 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 3.13 a reference in this Licence to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 3.14 'including' and similar expressions are not and must not be treated as words of limitation; and
- 3.15 any special condition in Item 10 will apply to this Licence and in the event of any inconsistency with the terms and conditions in the body of this Licence, then those special conditions will prevail.

4. GRANT OF LICENCE

- 4.1 The Council grants and the Licensee accepts a licence of the Premises for the Term and during the Times of Use as set out in this Licence.
- 4.2 The rights conferred by this Licence shall rest in contract only and shall not create or confer upon the Licensee any tenancy, estate or interest in or over the Premises or the Land and the rights of the Licensee under this Licence shall be those of a licensee only and do not comprise or include any further or other rights.

5. LICENCE FEE**5.1 Payment of Licence Fee**

The Licensee must pay the Licence Fee by equal monthly instalments in advance on each Payment Date.

5.2 Instalment

If a licence fee instalment period is less than 1 month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

6. LICENCE FEE REVIEWS**6.1 LGPI Review**

The Licence Fee will be reviewed and adjusted effective from each Review Date so that the Licence Fee will be re-calculated and adjusted by a proportion equivalent to the proportional change in the LGPI over the Review Period.

6.2 Change to LGPI

If the LGPI is no longer published, either party may ask the President of the Institute to nominate an index which reflects the rate of price change in the area and group for the LGPI and 'LGPI' then means that index. Each party must pay one half of the President's costs for nominating an index.

6.3 Licence Fee Pending Determination

- 6.3.1 The Licence Fee may be reviewed at any time from a Review Date even if the review is instituted after that Review Date.
- 6.3.2 If the Licence Fee to apply on and from a Review Date has not been agreed on or determined by that Review Date, the Licensee must continue to pay instalments of Licence Fee at the rate that applied before the relevant Review Date until the Licence Fee is determined.

6.4 Adjustment Once Licence Fee Determined

Once the Licence Fee to apply on and from a Review Date is determined, the Licensee will pay any shortfall and the Council will allow any adjustment for overpayment at the next Payment Date.

6.5 No Decrease in Licence Fee

The Licence Fee will not decrease on a Review Date.

6.6 Other Review

Nothing in this Licence prevents the Council and Licensee negotiating and agreeing on a Licence Fee to apply from a Review Date without following this clause 6.

7. RATES, TAXES AND OUTGOINGS**7.1 Payment of Rates and Taxes**

7.1.1 The Licensee must pay or reimburse the Council the Licensee's Share of all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

7.1.2 The Rates and Taxes shall be adjusted between the Council and the Licensee as at the Commencement Date and the end or termination date of this Licence.

7.2 Payment of Outgoings

7.2.1 The Licensee must pay or reimburse the Council the Licensee's Share of all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

7.2.2 The Outgoings shall be adjusted between the Council and the Licensee as at the Commencement Date and the end or termination date of this Licence.

7.3 Power and Other Utilities

7.3.1 The Licensee will pay when they are due for payment, the Licensee's Share of all costs for the use of lights and other utilities and the consumption of electricity, gas and any and all other services and utilities supplied to or used from the Premises with the exception of telephone and water related costs.

7.3.2 Without limiting the generality of this clause 7.3, the Licensee will comply in all respects with the *Electricity (General) Regulations 1997* and any other applicable electricity laws.

7.4 Separate Air-Conditioning Plant

7.4.1 The Council will arrange for the service, maintenance and repair of the air-conditioning plant or equipment as and when the Council determines is appropriate and the Licensee must permit the Council, and any person authorised by it for that purpose, to enter the Premises and carry out such service, maintenance and repair at all reasonable times. The Licensee must pay or reimburse to the Council the Licensee's Share of the cost of all power consumed by such air-conditioning and the Council may recover any such amounts as a debt due.

8. COMMON AREAS

- 8.1 The Licensee will pay when they are due for payment, the Licensee's Share of all costs associated with the upkeep, maintenance and repair of all Common Areas.
- 8.2 Subject to the terms of this Licence, the Licensee is entitled to access and use of the Common Areas.

9. KIOSK AND BAR SALES AND ASSOCIATED PROFIT DISTRIBUTION

- 9.1 The Council will be responsible for operating the kiosk and bar located within the Centre.
- 9.2 All profit generated through sales associated with the kiosk and bar will be held in a single account, and a proportion will be distributed to the Licensee in accordance with the conditions set out under Annexure C to this Licence.

10. WATER**10.1 Water Efficiency**

The Licensee must use its best endeavours to ensure that, at all times, water is used and consumed at the Premises in an efficient and responsible manner.

11. USE OF PREMISES**11.1 Permitted Use**

- 11.1.1 The Licensee must use the Premises only for the Permitted Use and must not use or allow the Premises to be used for any other use (without the Council's prior written consent).
- 11.1.2 If the Licensee wishes to use the Premises for any use other than the Permitted Use, it must submit a written request addressed to the Manager Sport, Recreation & Community Planning at BAC@salisbury.sa.gov.au.

11.2 Rules

- 11.2.1 The Council may from time to time make such Rules, regulations and policies that the Council considers necessary for the management, safety, security, care of or cleanliness of the Premises and Building.
- 11.2.2 The Rules current at the time of entering this Licence are attached as Annexure D, and the Licensee must comply with the Rules as set out in Annexure D to this Licence at all times. A breach of the Rules will constitute a breach of this Licence.
- 11.2.3 The Council reserves the right to amend or vary from time to time the Rules, regulations and policies made by the Council under this clause.
- 11.2.4 If there is any inconsistency between this Licence and the Rules, regulations or policies, then this Licence will prevail.

- 11.2.5 The Licensee acknowledges and agrees that the failure of the Licensee to comply with the Rules, regulations or policies will be a breach of this Licence.

11.3 Shared Use of Premises

- 11.3.1 The Licensee acknowledges that the Centre is a shared use facility, and that the Council will be licensing the Premises to other parties at times that will overlap with the Times of Use.
- 11.3.2 The Licensee must use best endeavours to co-operate with those other parties as regards their shared occupation and use of the Premises.

11.4 Offensive Activities

The Licensee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance either:

- 11.4.1 for the Council; or
- 11.4.2 for the owners or occupiers of any adjoining property; and
- 11.4.3 must ensure at all times that activities conducted on or from the Premises will not bring any discredit upon the Council.

11.5 Use of Facilities

- 11.5.1 The Licensee will ensure that the Building Services are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.
- 11.5.2 The Licensee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Licensee.

11.6 Statutory Requirements

The Licensee, at its own cost, must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012 (SA)*) and reasonable directives of the Council relating to:

- 11.6.1 the Licensee's use and occupation of the Premises; and
- 11.6.2 the nature of the Permitted Use conducted on the Premises by the Licensee.

11.7 Signs

The Licensee must not place any signs or advertisements on the outside or inside (if they can be seen from outside) of the Premises, except a sign or signs which:

- 11.7.1 are approved by the Council; and

11.7.2 are permitted by, and are in accordance with, the Council's Community Recreation Facilities Signage Policy, Community Recreation Facilities Sponsorship Policy, Plaques and Memorials Policy and Sports Club Directional Signage on Council Reserves Policy; and

11.7.3 comply with any relevant Statutory Requirements,

and the Licensee must at all times maintain any approved signs in accordance with the requirements of the Council's Community Recreation Facilities Signage Policy, Community Recreation Facilities Sponsorship Policy, Plaques and Memorials Policy and Sports Club Directional Signage on Council Reserves Policy.

11.8 Dangerous Equipment and Installations

The Licensee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and will not install or bring onto the Premises:

11.8.1 any electrical, gas powered or other machinery or equipment which may pose a danger, risk or hazard;

11.8.2 any chemicals or other dangerous substances which may pose a danger, risk or hazard;

11.8.3 any heavy equipment or items which may damage the Premises or Building; or

11.8.4 any gas bottle unless it is stored in an area that is outside of the buildings on the Premises and within cages and in accordance with all Statutory Requirements.

11.9 Fire Precautions

The Licensee:

11.9.1 Must comply with all requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures; and

11.9.2 must not obstruct any doorways within the Premises (including doorways to toilets, change rooms and switchboards) and must not store items near such doorways.

The Council will carry out all works and activities required to comply with all Statutory Requirements relating to fire safety and procedures applying to the Premises including any structural works or modifications or other building works which are required as a result of:

11.9.3 the Licensee's use or occupation of the Premises;

11.9.4 the number of staff or others employed to work on the Premises; or

11.9.5 any deliberate or negligent act or omission of the Licensee,

and, subject to the Act, the Licensee must pay or reimburse the Council's costs of completing all works and activities in accordance with this clause.

11.10 Security

11.10.1 The Licensee must keep the Premises securely locked at all times when the Premises are not occupied or open for business.

11.10.2 Where the Premises is protected by a security alarm, the Licensee must immediately provide the Council with the security alarm access code.

11.10.3 Notwithstanding any other provision in this Licence, the Licensee is not permitted to change or otherwise interfere with the Council's key lock system for the Building. The Licensee must reimburse the Council for any costs incurred by the Council to reinstate any unauthorised changes to the Council's key lock system.

11.10.4 The Council will supply the Licensee with two sets of keys and a request must be submitted to the Council for any additional keys as required, at the Licensee's cost.

11.10.5 The Licensee must return all keys and other security devices for the Premises to the Council, and advise the Council of all codes for security systems at the Premises, at the expiry or earlier termination of this Licence. If any keys are lost during the Term or are not returned at the expiry or termination of the Licence, the Licensee must pay or reimburse the Council's costs of replacing all lost keys.

11.11 No Warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

11.12 Recovery Fee

The Council reserves the right to charge the Licensee a fee (**Recovery Fee**) with respect to any costs incurred by the Council that relate directly to:

11.12.1 any cleaning required to be carried out by the Council as a result of the Licensee's approved use of the Premises outside the Times of Use;

11.12.2 any security issues that arise as a result of the Licensee's use of the Premises (including loss or replacement of keys or swipe cards); or

11.12.3 any damage caused to the Premises by the Licensee.

12. INSURANCE**12.1 Licensee must Insure**

The Licensee must keep current during the Term:

- 12.1.1 public risk insurance for at least the amount in Item 9 (or any other amount the Council reasonably requires) for each claim;
- 12.1.2 all insurance in respect of the Licensee's Equipment for its full replacement value;
- 12.1.3 plate glass insurance if requested by Council against usual risks; and
- 12.1.4 other insurances required by any Statutory Requirement or which the Council reasonably requires.

12.2 Requirements for Policies

Each policy the Licensee takes out under this clause 12 must:

- 12.2.1 be with an insurer and on terms reasonably approved by the Council;
- 12.2.2 be in the name of the Licensee and note the interest of the Council and any other person the Council requires;
- 12.2.3 have no limit on the number of claims that can be made under it;
- 12.2.4 cover events occurring during the policy's currency regardless of when claims are made; and
- 12.2.5 note that despite any similar policies of the Council, the Licensee's policies will be primary policies.

12.3 Evidence of Insurance

The Licensee must give the Council certificates evidencing the currency of the policies the Licensee has taken out under this clause 12. During the Term the Licensee must:

- 12.3.1 pay each premium before it is due for payment;
- 12.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 12.3.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent; and
- 12.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

12.4 Insurance Affected

12.4.1 The Licensee must not do anything which may:

- (a) prejudice any insurance of the Premises or the Building; or

- (b) increase the premium for that insurance.

- 12.4.2 If the Licensee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Licensee must on demand pay the amount of that increase to the Council.

13. REPAIR AND MAINTENANCE

13.1 Repair

- 13.1.1 The Council will keep, maintain and repair the Premises and any Building Services situated within the Premises.

- 13.1.2 The Licensee must immediately notify the Council as soon as it becomes aware of:

- (a) any structural fault, material damage or material loss of function in the Centre, any Building Services or any lights on the Premises of which the Licensee becomes aware, such as leaks in a roof, inoperable locks on doors or windows, broken glass;
- (b) anything else of which the Licensee becomes aware that might endanger the Premises or the safety of any person in it;
- (c) any notice or directive from the State Government to the Licensee in connection with its occupation or use of the Premises.

- 13.1.3 The Council will repair any damage caused or contributed to by the act, omission, negligence or default of the Licensee, and will pass on all costs of doing so to the Licensee who must pay those costs as and when due.

13.2 Inner Field Repairs

The Licensee must repair any inner field divots resulting from the Licensee's use of the Premises on a daily basis before leaving the Premises.

13.3 Alterations by Licensee

- 13.3.1 The Licensee must not carry out any alterations or additions to the Premises without Council's consent.

- 13.3.2 The Licensee must provide full details of the proposed alteration and additions to the Council.

- 13.3.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Licensee to obtain the Council's consent to any agreements that the Licensee enters into in relation to the alterations or additions.

- 13.3.4 The Licensee must carry out any approved alterations and additions:

- (a) in a proper and workmanlike manner;

- (b) in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as licensor under this Licence;
- (c) in accordance with all Statutory Requirements; and
- (d) in a way to minimise disturbance to others.

13.3.5 Unless otherwise agreed in writing between the parties, all alterations and additions to the Land or the Premises made pursuant to this clause will be or become the property of the Council.

13.3.6 The Licensee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Licensee's alterations and additions.

13.4 Cleaning

13.4.1 The Licensee must use its best endeavours to:

- (a) keep the Premises clean and tidy;
- (b) keep the Premises free of vermin, insects and other pests; and
- (c) not cause the Common Areas to be left untidy or in an unclean state or condition.

14. TRANSFERRING, SUBLETTING AND CHARGING

14.1 Transfer

The Licensee may only transfer its interest in this Licence provided:

- 14.1.1 the proposed transferee does not change the Permitted Use;
- 14.1.2 the proposed transferee is able to meet the financial obligations under this Licence; and
- 14.1.3 the Licensee has complied with the Council's procedural requirements for obtaining the Council's consent and the Licensee has obtained the written consent of Council which may be withheld at Council's absolute discretion.

14.2 Subletting

The Licensee must not sublet or Sublicense the Premises or any part of the Premises.

14.3 Charging

- 14.3.1 The Licensee must not charge the Licensee's interest in this Licence or the Licensee's Equipment without the Council's consent.
- 14.3.2 If the Council consents to a charge on the Licensee's Equipment then the Licensee must enter into a deed in a form required by the Council

that ensures the charge is subject to the Council's rights under this Licence.

14.4 Hiring out of Premises

The Licensee must not hire out or otherwise part with possession of the Premises without the written consent of the Council.

14.5 Deemed Assignment

If the Licensee is a corporation (not being a company with its shares listed on any Stock Exchange in Australia) or an association, any change in the beneficial ownership of 20% or more of the voting shares in the corporation or any change in the effective control of the corporation or association, will be deemed to be an assignment of the Premises requiring the consent of Council under this Licence.

14.6 Costs

The Licensee must pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing, including in considering whether or not to grant any consent to a request by the Licensee under this clause 14.

15. LICENSEE GOVERNANCE

15.1 On or before the Commencement Date, if requested the Licensee must provide to the Council a copy of its constitution and any other documents that regulate the governance and operations of the Licensee.

15.2 As and when the Council may reasonably require, the Licensee must provide to the Council such information in relation to the Licensee's use and occupation of the Premises as required by the Council including financial information of the Licensee.

16. COUNCIL'S OBLIGATIONS AND RIGHTS

16.1 Right to Enter

The Council may at any time and without notice enter the Premises during the Times of Use:

16.1.1 to see the state of repair of the Premises;

16.1.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;

16.1.3 to do anything the Council must or may do under this Licence or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and

16.1.4 to show prospective tenants through the Premises;

provided that the Council must take reasonable steps not to interfere with the Licensee's activities within the Premises.

16.2 Right to Licence to Other Parties

The Council may licence or hire the Premises to other parties at any time, provided that any such licenses are subject to a requirement that the subject licensee must use best endeavours to co-operate with other licensees (including the Licensee) as regards the shared occupation and use of the Premises.

16.3 Emergencies

In an emergency the Council may:

- 16.3.1 close the Premises or Building; and
- 16.3.2 prevent the Licensee from entering the Premises or Building.

16.4 Works and Restrictions

16.4.1 The Council may:

- (a) install, use, maintain, repair, alter, and interrupt Building Services;
- (b) carry out works on the Building (including extensions, renovations and refurbishment); and
- (c) close (temporarily or permanently) and restrict access to the Common Areas.

16.4.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Licensee's use and occupation of the Premises.

16.5 Right to Rectify

Council may at the Licensee's cost do anything which the Licensee should have done under this Licence but which the Licensee has not done or which the Council reasonably considers the Licensee has not done properly.

17. DAMAGE OR DESTRUCTION**17.1 Termination for Destruction or Damage**

17.1.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Licensee's use then within 3 months after the damage or destruction occurs, the Council must give the Licensee a notice either:

- (a) terminating this Licence (on a date at least 1 month after the Council gives notice); or
- (b) advising the Licensee that the Council intends to repair the Premises and/or the Building so that the Premises are accessible and the Licensee can occupy and use the Premises.

17.1.2 If the Council gives a notice under clause 17.1.1(b) but does not carry out the intention within a reasonable time, the Licensee may give notice to the Council that the Licensee intends to end this Licence if the Council does not do whatever is necessary to make the Premises accessible and fit for use and occupation by the Licensee within a reasonable time (having regard to the nature of the required work).

17.1.3 If the Council does not comply with clause 17.1.1 or with the Licensee's notice under clause 17.1.2, the Licensee may end this Licence by giving the Council not less than 1 month's notice.

17.2 Reduction or Abatement of Licence Fee

17.2.1 The Yearly Amounts to be paid by the Licensee will during the period the Premises are unfit or inaccessible be reduced unless:

(a) the Premises are unfit or inaccessible; or

(b) an insurer refuses to pay a claim,

as a result of a deliberate or negligent act or omission of the Licensee.

17.2.2 The level of the reduction (if any) will depend on the nature and extent of the damage.

17.2.3 If the level of the reduction (if any) cannot be agreed it must be determined by a Valuer.

18. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

18.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Premises (**Redevelopment**) or for any other reason the Council wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council will be entitled to terminate this Licence subject to the following conditions:

18.1.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Licence is to be terminated;

18.1.2 the Council may at any time after providing the Licensee with the information specified in clause 18.1.1, give the Licensee a written notice of termination of this Licence (**Termination Notice**) specifying the date on which this Licence is to come to an end, being a date not less than 6 months after the Termination Notice is given. This Licence will, unless terminated earlier by the Licensee under clause 18.1.3, come to an end at midnight on the day specified in the Termination Notice;

18.1.3 at any time after receiving a Termination Notice under clause 18.1.1, the Licensee may terminate this Licence by giving not less than 7 days' written notice to the Council; and

- 18.1.4 when this Licence is terminated (whether by the Council under clause 18.1.2 or by the Licensee under clause 18.1.3), the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.
- 18.2 Require the Licensee, upon reasonable notice, to vacate the Premises and to occupy an alternative site owned by the Council from the Premises subject to the following conditions:
- 18.2.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Licence is to be terminated;
- 18.2.2 the Council may at any time after providing the Licensee with the information specified in clause 18.2.1, give the Licensee a written notice of termination of this Licence (**Relocation Notice**) specifying the date on which the Licensee must relocate being a date not less than 6 months after the Relocation Notice is given;
- 18.2.3 the Licensee must relocate to the alternative site on the date stipulated in the Relocation Notice and shall give to the Licensee all such assistance and cooperation as may be necessary to give effect to this clause and to the relocation including the execution of any documents or instruments which the Licensee reasonably requires;
- 18.2.4 the alternative site must, in the reasonable opinion of the Council, be of comparable quality and utility to the Premises;
- 18.2.5 any reasonable costs incurred in relocating the Licensee shall be borne by the Council; and
- 18.2.6 the Licensee's occupation of the alternative site will be on the terms and conditions of this Licence with such amendments as are necessary for the terms and conditions of this Licence to apply to the Licensee's occupation of the alternative site; or
- 18.3 Negotiate with the Licensee as to the necessary financial and maintenance contribution which is required from the Licensee in order for the Council to reconsider undertaking the Redevelopment. The Council may, at any reasonable time during these negotiations exercise any of its other rights under this clause 18.

19. RIGHTS AND OBLIGATIONS ON EXPIRY

19.1 Expiry

This Licence will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Licensee under any other provision of this Licence.

19.2 Handover of Possession

Before this Licence comes to an end, the Licensee will:

pa210902_024.doc

Community Facility Licence - NDAC

- 19.2.1 remove all of the Licensee's Equipment and repair any damage caused by such removal;
- 19.2.2 no later than 1 month before this Licence comes to an end, provide the Council with a written summary of all alterations and additions made to the Premises by the Licensee, whether those alterations and additions were authorised by the Council or not;
- 19.2.3 if required by the Council, remove and reinstate any alterations or additions made to the Premises by the Licensee; and
- 19.2.4 complete any repairs which the Licensee is obliged to carry out under this Licence.

19.3 Abandoned Goods

If when this Licence comes to an end the Licensee leaves any goods or equipment at the Premises, then the Council will be entitled to deal with and dispose of those goods at its discretion.

19.4 Holding Over

If, with the Council's consent, the Licensee continues to occupy the Premises after the end of this Licence, the Licensee does so as a monthly tenant on a holding over basis which:

- 19.4.1 is on the same terms as this Licence, including the distribution of profit in accordance with clause 9; and
- 19.4.2 which either party may terminate with one month's notice.

20. BREACH

20.1 Payment Obligations

20.1.1 The Licensee must make payments due under this Licence:

- (a) without demand (unless this Licence provides demand must be made);
- (b) without set off, counterclaim, withholding or deduction;
- (c) to the Council or as the Council directs; and
- (d) by direct debit or such other means as directed by the Council.

20.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Licensee must make that payment on demand.

20.2 Set Off

The Council may, by notice to the Licensee, set off against any amount due and payable under this Licence by the Council to the Licensee, any amount

due and payable by the Licensee to the Council under this Licence or under any other agreement or arrangement.

20.3 Council's Rights on Breach

20.3.1 If the Licensee is at any time in breach of any of its obligations under this Licence and the Licensee fails to remedy that breach to the satisfaction of the Council after being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter come onto the Premises without notice and do all things necessary to remedy that breach.

20.3.2 The Licensee will be liable to pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Licensee as a debt due and payable on demand.

20.4 Default, Breach and Re-Entry

In the event that:

20.4.1 any moneys (or part of any moneys) payable under this Licence are unpaid for the space of seven (7) days after any day on which the same ought to have been paid (although no formal or legal demand has been made);

20.4.2 the Licensee commits, permits or suffers to occur any breach or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of this Licence;

20.4.3 in the case of a Licensee being a company or association:

- (a) a meeting of the directors or members of the Licensee is convened to pass a resolution that an administrator of the Licensee be appointed or that the Licensee be wound up voluntarily;
- (b) any person appoints an administrator of the Licensee;
- (c) an application is made to any court to wind up the Licensee;
- (d) an application is made pursuant to section 411 of the *Corporations Law*;
- (e) a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Licensee or in respect of any property of the Licensee; or
- (f) the Licensee is deregistered or dissolved;

20.4.4 in the case of a Licensee being a natural person:

- (a) the Licensee commits an act of bankruptcy or a sequestration order is made against the Licensee;
- (b) a creditor of the Licensee presents a creditor's petition against the Licensee under the *Bankruptcy Act 1966*;

- (c) the Licensee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
- (d) the Licensee signs an authority under section 188 of the *Bankruptcy Act 1966*;
- (e) the Licensee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966* and that debt agreement proposal is accepted by the Licensee's creditors;
- (f) the Licensee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
- (g) the Licensee is convicted of an indictable offence (other than a traffic offence);

20.4.5 execution is levied against the Licensee and not discharged within 30 days;

20.4.6 any property in or on the Premises is seized or taken in execution under any judgment or proceedings;

20.4.7 the Premises are left unoccupied for 1 month or more without the Council's consent,

then despite any other clause of this Licence, the Council at any time has the right to terminate this Licence and re-enter into and upon the Premises in the name of the whole and to have again repossess and enjoy the same as of its former estate but without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Licence Fee or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Licensee under or by virtue of this Licence.

20.5 Rights of Council not Limited

The rights of the Council under this Licence and at law resulting from a breach of this Licence by the Licensee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 20.

20.6 Repudiation and Damages

20.6.1 The Licensee acknowledges that the following obligations under this Licence are essential terms:

- (a) the obligation to pay the Licence Fee;
- (b) the obligation to pay Outgoings;
- (c) the obligations and prohibitions in relation to use of the Premises;

- (d) the obligation to comply with the Rules, regulations and policies that the Council has in force at any given time;
- (e) the obligations and restrictions in relation to additions and alterations to the Premises; and
- (f) the restriction on assignment, subletting, mortgaging and licensing.

20.6.2 If the Council accepts payment of the Licence Fee or any other moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.

20.6.3 If the Licensee breaches any essential term, that conduct on the part of the Licensee will be deemed to constitute a repudiation of this Licence and the Council may at any time thereafter rescind this Licence by accepting that repudiation.

20.6.4 The Licensee agrees that if this Licence is terminated by the Council because of a breach by the Licensee of an essential term or if the Licensee repudiates this Licence and the Council accepts that repudiation thereby rescinding this Licence, the Licensee will be obliged to pay compensation to the Council including the Licence Fee and other moneys which the Council would otherwise have received under this Licence for the balance of the Term had the Licensee not breached an essential term or repudiated this Licence. In those circumstances the Council will be obliged to take reasonable steps to mitigate its losses and to endeavour to tenant the Premises at a reasonable fee and on reasonable terms.

20.6.5 The rights of the Council under this clause 20.6 and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Licence or at law in respect of any breach or repudiatory conduct on the part of the Licensee.

20.7 Interest on Overdue Amounts

If the Licensee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

21. INDEMNITY AND RELEASE

21.1 Risk

The Licensee occupies and uses the Premises at the Licensee's risk.

21.2 Indemnity

The Licensee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

- 21.2.1 any act or omission of the Licensee;
 - 21.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;
 - 21.2.3 any fire on or from the Premises;
 - 21.2.4 loss or damage to property or injury or death to any person caused by the Licensee, the use of the Premises by the Licensee or otherwise relating to the Premises;
 - 21.2.5 a breach of this Licence by the Licensee; or
 - 21.2.6 the Licensee's use or occupation of the Premises.
- 21.3 **Release**
- The Licensee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.
- 21.4 **Indemnities are Independent**
- Each indemnity is independent from the Licensee's other obligations and continues during this Licence and after this Licence ends.

22. GOODS AND SERVICES TAX

- 22.1 If GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Licence or any goods, services or other things supplied under this Licence then:
- 22.1.1 the Agreed Consideration for that supply is exclusive of GST;
 - 22.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and
 - 22.1.3 the Licensee shall pay the increased Agreed Consideration on the due date for payment by the Licensee of the Agreed Consideration.
- 22.2 Where the Agreed Consideration is to be increased to account for GST under this clause 22, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Licensee.
- 22.3 If the Licensee does not comply with its obligations under this Licence or with its obligations under the GST Legislation in connection with this Licence and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Licensee must pay the Council on demand an amount equal to the amount of the penalties and interest.

23. DISPUTE RESOLUTION**23.1 Parties to this Licence**

- 23.1.1 A party must not terminate this Licence (except, in the case of the Council, for a breach of an essential term by the Licensee) or commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this Licence, unless it first complies with this clause. If one party to the dispute fails to comply with this clause, any other party to the dispute need not comply with this clause.
- 23.1.2 If there is a dispute between the parties, the aggrieved party must serve a notice on the other party setting out the nature of the dispute and designating its representative with authority to settle the dispute (Complaint Notice). The other party must promptly give written notice to the aggrieved party designating its representative with authority to settle the dispute. The parties must then make every effort to resolve the dispute by negotiation.
- 23.1.3 The representatives must attempt to resolve the dispute within thirty (30) Business Days of service of the Complaint Notice.
- 23.1.4 If the dispute is not resolved within that period (or any further period the representatives agree), any party which has complied with this clause may in writing terminate the dispute resolution process under this clause and exercise their rights under the Licence and terminate the Licence and/or commence arbitration or court proceedings in respect of the dispute.
- 23.1.5 The sole purpose of any exchange of documents and other information or any offer of settlement under this clause is to attempt to settle the dispute. No party may use any documents or information obtained through the dispute resolution process under this clause for any purpose other than a bona fide attempt to settle the dispute.
- 23.1.6 Nothing in this clause is intended to oust the jurisdiction of any court of competent jurisdiction.

23.2 Licensee and other parties/licensees

- 23.2.1 As per clause **Error! Reference source not found.**, the Centre is a shared use facility and the Council will be licensing the Premises to other parties at times that will overlap with the Times of Use under this Licence.
- 23.2.2 In circumstances where the Licensee wishes to make a complaint about another licensee of the Premises, then the complaint should be made in writing and addressed to the Manager Sport, Recreation & Community Planning at BAC@salisbury.sa.gov.au.
- 23.2.3 Upon receipt of such a complaint, the Manager Sport, Recreation & Community Planning will then facilitate the resolution of the dispute between the Licensee and the party against whom the complaint has been made.

23.2.4 The Council warrants that each of the other licensees of the Premises will have an identical clause inserted into their respective licenses.

24. GENERAL

24.1 Costs

On request the Licensee must pay or reimburse to the Council all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Licensee under this licence or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this licence or at law or otherwise arising in consequence of any actual or threatened breach by the Licensee.

24.2 Waiver

If the Council accepts or waives any breach by the Licensee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Licence.

24.3 Notice

24.3.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

- (a) in the case of the Licensee, if provided in writing to a person nominated for the purpose of receiving any notice under this Licence (**Nominated Person**), or if the Licensee has vacated the Premises, then if posted by pre-paid post to the last known address of the Licensee;
- (b) in the case of the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Licence unless the Licensee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).

24.3.2 Notice served by pre-paid post will be deemed to have been given or served 3 Business Days after posting.

24.3.3 The name and contact details for the Nominated Person are as follows:

Name: Jenni Dansie

Email: grantjenni@bigpond.com

The Council must be notified in writing if the Nominated Person is changing.

24.4 Severance

If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

24.5 Entire Agreement

The Council and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Premises and that no promises, representations or undertakings, other than those contained in this Licence, were made or given or relied upon.

24.6 Resumption

If the Council receives notice of resumption or acquisition of the Premises or the Land (or any part of the Land affecting the Premises) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Licence by giving not less than three (3) months written notice to the Licensee. When such termination takes effect, the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

EXECUTED as an AGREEMENT

THE COMMON SEAL of the **CITY OF**)
SALISBURY was affixed here in the)
 presence of:)
)

.....
 Signature of Mayor

.....
 Signature of Chief Executive Officer

.....
 Full name of Mayor

.....
 Full name of Chief Executive Office

EXECUTED by)
NORTHERN DISTRICTS ATHLETICS)
CLUB in accordance with its Constitution)
 and in the presence of:)
)

.....
 Signature

.....
 Signature

.....
 Position

.....
 Position

.....
 Full Name

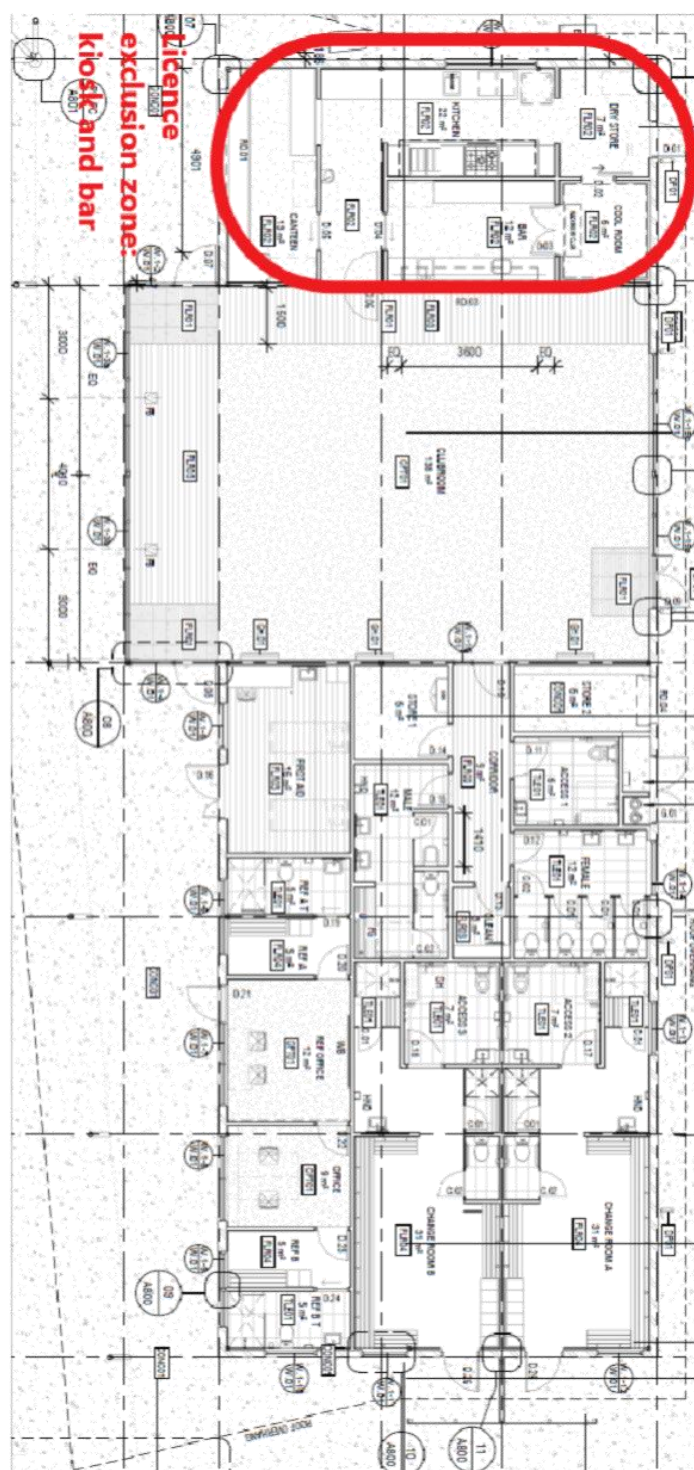
.....
 Full Name

**If only 1 person has signed that person states that he/she is the sole director and sole secretary of the company.*

ANNEXURE A – PLAN



Community Facility Licence - NDAC



Community Facility Licence - NDAC

ANNEXURE B – SPECIAL CONDITIONS

1. EARLY TERMINATION

- 1.1 Notwithstanding any other provision of this Licence, the Council may at any time during the Term (inclusive of any extensions), terminate this Licence by giving the Licensee not less than three (3) months written notice (**Early Termination Notice**).
- 1.2 The Early Termination Notice is not required to specify any reason for the termination of this Licence and this Licence will automatically terminate on the date that is three (3) months from the date of the Early Termination Notice.
- 1.3 Except for any claim in respect of a breach of this Licence prior to its termination or a breach of a clause of this Licence which survives its termination, neither party will have any claim against the other party in connection with the termination of this Licence under Special Condition 1.1 and such termination does not give rise to any liability as between the parties under this Licence.
- 1.4 Upon the termination of this Licence in accordance with Special Condition 1.1, any Licence Fee and Outgoings paid by the Licensee to the Council that relates to any period after the date of termination of this Licence shall be repaid to the Licensee within 30 days of termination of this Licence. For the purposes of this clause, all payments of Licence Fee and Outgoings are deemed to accrue on a day-to-day basis.

2. MEMORABILIA

- 2.1 The Licensee will be permitted to bring and install one board on which to display its memorabilia within the Premises.
- 2.2 The location of the board and associated memorabilia will be determined at the Council's discretion.
- 2.3 The Licensee will be responsible for any ongoing costs associated with the upkeep and updating of the memorabilia board.

3. STATE ASSOCIATIONS

- 3.1 The Licensee acknowledges that the following State Athletics Associations have an interest in using the Premises:
 - a) Athletics SA;
 - b) SA Little Athletics; and
 - c) The SA Athletic League,
 collectively referred to as the **State Associations**.
- 3.2 The Council may, with reasonable notice, require the Licensee to postpone certain functions or events to accommodate the State Associations requirements to use the Premises. In such circumstances, the Council will work closely with the Licensee to facilitate another suitable location or date for the postponed function or event.

Community Facility Licence - NDAC

4. BETTER USE OF SPORTING FACILITIES

The Licensee acknowledges that the Council annually invests substantial funding into the upgrades and maintenance of the Premises, and in recognition of this investment, the Licensee agrees to utilise the Premises for greater community benefit, including out of season use by complimentary sports, non-sporting clubs and other community users as follows:

- 4.1 The Licensee agrees to actively share the Premises with non-sporting organisations either in sub-licence arrangements, for hire or to support broader community benefits;
- 4.2 The Licensee agrees to actively promote the hire of the Premises to community groups and the broader community (for example, NDIS providers during the times when the Premises is not being fully utilised);
- 4.3 The Licensee agrees to participate in activities seeking participation for the use of the Premises from multicultural communities within the City of Salisbury;
- 4.4 The Licensee will actively seek the use of the Premises in the off season and by complimentary sports and activities to fully utilise the capital investment of the Council across the year; and
- 4.5 The Licensee will ensure at all times that it provides support for full utilisation of the Premises.

5. LINE MARKINGS

- 5.1 The Council will ensure that the inner field line markings will be freshly painted before the start of each athletics season during the Term.
- 5.2 The Licensee will be responsible for maintaining the inner field line markings during each athletics season during the Term (jointly with other licensees of the Premises).
- 5.3 Both the Council, when freshly painting the line markings, and the Licensee, when maintaining the line markings, will do so in accordance an approved line markings plan to be distributed by the Council.

6. SINKING FUND

- 6.1 The Council will establish a sinking fund with respect to the Premises (**Sinking Fund**).
- 6.2 Money will be deposited into the Sinking Fund in accordance with the Profit Distribution Model under Annexure C (see in particular 1.7(b)(i)).
- 6.3 The Council may use the money from the Sinking Fund at its discretion, with a focus on maintaining and replacing Council's Equipment when necessary.

7. ATHLETICS EQUIPMENT

- 7.1 The Licensee warrants that as at the Commencement Date, it will move all athletics equipment from its previous premises to the Centre to be stored in the Storage Shed and used for training purposes, and that equipment will be

Community Facility Licence - NDAC

considered Licensee's Equipment under this Licence. Once the Licensee's Equipment (athletics equipment) deteriorates to the point that it can no longer be used, the Council may use money from the Sinking Fund to purchase replacement equipment at which time that equipment would be treated as Council's Equipment.

- 7.2 The Council undertakes as at the Commencement Date to purchase a range of athletics equipment that meets current international standards, which once purchased will become Council's Equipment.
- 7.3 The Council will designate various pieces of Council's Equipment as **Competition Equipment** and notify the Licensee of such, and Competition Equipment may only be used during sanctioned competitions so as to maintain its integrity.

8. PAYMENT OBLIGATIONS – LICENSEE NOT TO BE 'WORSE-OFF'

- 8.1 Notwithstanding any of the terms of this Licence, the parties acknowledge and agree that the Licensee's total liability for payments under this Licence (with the exclusion of Outgoings) must not exceed the payments that the Licensee would have been liable for under the existing lease between the Licensee and the Council with respect to Golding Oval, dated 23/11/2018. (**Existing Lease**), in the normal course of events.
- 8.2 For the avoidance of doubt, this limit does not apply to costs that are associated with the Licensee's failure to comply with its obligations under this Licence, or costs associated with any breach of this Licence by the Licensee.

9. SURRENDER OF EXISTING LEASE

- 9.1 Either the Council or the Licensee may, upon 3 months' notice to the other and without the need to specify a reason, terminate the existing lease between the Licensee and the Council with respect to Rundle Reserve dated 23/11/2018.

10. BOOKING THE PREMISES OUTSIDE THE TIMES OF USE

- 10.1 The Licensee may at any time request a booking to access and use the Premises, or part thereof, outside the Times of Use by way of submitting a written request to the Council at BAC@salisbury.sa.gov.au.
- 10.2 If the Premises, or part thereof requested for use, is available at the requested time then the Council will grant the request at no additional cost to the Licensee.

11. NO WARRANTY AS TO USE – SITE SAFETY INSPECTION CHECKLIST

- 11.1 Council does not warrant that the Premises is or will be suitable for the Permitted Use during the Term. The Licensee is responsible for making its own determination as to the suitability of the Premises prior to each use of the Premises. The Licensee must complete and sign the 'Site Safety Inspection' checklist (pursuant to Rule 2 set out under Annexure D) prior to each use of the Premises as outlined above, and if the Licensee does not do so then the Licensee's subsequent use of the Premises is deemed to be an unauthorised use of the Premises, and as a result Council is indemnified against any claims

Community Facility Licence - NDAC

that may be issued against Council and/or the Licensee from such unauthorised use.

- 11.2 Council may, in its reasonable opinion, suspend this Licence if it is of the reasonable opinion that due to circumstances outside of its control, such as inclement weather, use of the Premises would be dangerous to the Licensee, its members and members of the public. In such instances, Council is in no way liable to the Lessee for any loss of income or consequential loss.

Community Facility Licence - NDAC

ANNEXURE C – PROFIT DISTRIBUTION MODEL

1. CALCULATION AND DISTRIBUTION OF PROFIT SHARE

- 1.1 The Licensee is one of three main licensees of the Premises, together known as **the Clubs**.
- 1.2 The Council will be responsible for operating the kiosk and bar located within the Centre.
- 1.3 All revenue generated through the sale of food and beverages at the kiosk and bar will be paid into a nominated bank account of Council's (**Holding Account**).
- 1.4 The Council will at times invite the Clubs to assist with operating a barbeque during club events at the Centre, as part of the operation of the kiosk, and all proceeds generated by the barbeque will be processed through the kiosk point of sale system and paid into the Holding Account in the same way as all other revenue.
- 1.5 On a quarterly basis, the Council will distribute an amount from the Holding Account to the Clubs (**Profit Share**). For the first year of the Term, the Profit Share that each of the Clubs will receive is a fixed amount, based on the past performance of each of the Clubs with respect to kiosk sales. This fixed amount will be reviewed for each subsequent year of the Term at the Council's discretion.
- 1.6 The Licensee's Profit Share for the first year of the term is \$803.33 per quarter.
- 1.7 Notwithstanding 1.5 and 1.6 above, Council will review the funds held in the Holding Account on a quarterly basis and determine the total amount of profit generated at the Centre for that quarter (**Quarterly Profit**). If the Quarterly Profit exceeds the combined fixed Profit Share for the Clubs for that quarter, then:
 - a) the net profits generated through barbeque sales (refer to 1.4 above) will be distributed among the Clubs on top of the usual payment of the Profit Share. The additional amounts to be distributed will be calculated by the Council, taking into account the percentage of the additional amount that the Council estimates to be attributable to the Licensee; and
 - b) the Council will retain the additional profit generated by the kiosk and bar sales for the purpose of:
 - i) contributing to the Sinking Fund (see Special Condition 6); or
 - ii) offsetting any costs associated with the Centre,
 as it sees fit.

2. GENERAL

- 2.1 If the Licensee is in breach of this Licence or owes any money to the Council in any other capacity, then the Council may withhold payment of the Profit Share at its discretion.

Community Facility Licence - NDAC

- 2.2 The parties acknowledge and agree that the profit share arrangement under this Licence may be subject to review and change during the Term at the Council's absolute discretion.

Community Facility Licence - NDAC

ANNEXURE D – RULES

1. When utilising the running tracks at the Centre, the Licensee must at all times comply with the Rekortan/Polytan rules with respect to appropriate footwear, surface protection and traffic movement/loading guidelines, a copy of which are included with this annexure as Schedule 1.
2. The Licensee must ensure appropriate safety inspections are completed prior to any event at the Centre. This will involve completing a prescribed 'Site Safety Inspection' checklist that will be provided by the Council, and will be in substantially the same form as that included with this annexure as Schedule 2.
3. At the completion of an event, the Licensee must carry out a thorough inspection of the Premises and carry out any necessary maintenance work.
4. When utilising the Gator vehicle located at the Centre (which vehicle falls under the definition of Council's Equipment) the Licensee must at all times comply with the Gator and Trailer Safe Operating Procedure brochure, a copy of which is included with this annexure as Schedule 3.

Community Facility Licence - NDAC

ANNEXURE D – SCHEDULE 1

REKORTAN/POLYTAN TRACK RULES



Spike Rules

Polytan only permit 'Pyramid' or 'Christmas Tree' spikes (also called *compression tiered spikes*) to be used on the track for athletic activity.

These spikes will provide ideal performance for athletes on your Rekortan® or Spurtan® surface. They are designed to compress the surface rather than dig in, providing energy restitution to the athlete, especially for sprinting events and result in less damage to the track surface due to the flatter profile and therefore lower point load than other spike options.

Maximum length spikes are essential to performance and track longevity.

- Running activity maximum of 7mm
- Throw and Jump activity maximum of 9mm

Supervision and attention of activity at start locations is strongly recommended to ensure minimisation of damage from starting blocks.

Due to the variety of systems specific recommendations are not possible other than spikes should be of the above nature and the usage of them advised to athletes and facility users.

Start locations for sprinting activity are subjected to high wear and as such will require some rectification work prior to full resurfacing of the track. Control of the activity in these locations and lateral thinking by moving regular 'sprint start training activity' to less used areas of the track (rear straight, behind marshalling area at 100m hurdle start, etc) will reduce the need for expensive part-resurfacing works.

Minimise Surface Damage

Through regular athletics competition the inside lanes are subjected to more wear than the remainder of the track. To help spread usage across the entire track surface and prevent premature wear of the inner lanes, training access to the 1st and 2nd lanes should be restricted.

This can be done effectively with lockable barriers installed adjacent to the inside of the track. If these cannot be installed, then temporary measures such as bollards, traffic cones or movable barriers should be used to regulate track usage during training activity.

Many athletics tracks are installed with additional sprint facilities incorporated on the rear straight. To reduce stress on the main sprint event starting positions, sprint training should be conducted on the rear straight, where possible.

Community Facility Licence - NDAC



polytan

Traffic Movement and Loading

Vehicles should be allowed on the track surface as minimally as possible for maintenance, access to infield, setting up events during training and competition and the like.

Your track surface and warranty will be affected by:

- Oil or fuel spills or drips onto the surface.
- Sudden starting or twisting of wheels under load.
- Excess traffic loading

Any vehicle accessing your track must not allow oil, fuel or other fluid leaks onto the track surface. If such a leak does occur, wash the area immediately with a neutral pH, non-foaming detergent and flush thoroughly with cold water.

With regard to moving vehicles and weight the following generally applies:

- ONLY use vehicles with pneumatic tyres,
- Total weight of the loaded vehicle should NOT exceed 4 tonne
- Average load per wheel must NOT exceed 1 tonne
- Where any uncertainty exists with vehicle type or loading, dual layers of plywood can be laid in a brick-bond pattern to spread the load and eliminate point loading.
- Vehicle operators must be advised:
 - No sudden twisting or turning of wheels.
 - No quick starting / stopping on the surface.
 - No turning wheels whilst on the track surface.
 - Planks or rails must be used when taking a loaded vehicle across the internal drainage at all times, to avoid damage to this structure.
 - The raised aluminium track kerbing is not trafficable and kerbing sections must be removed to enable vehicle access to infield,
 - It is highly recommended an access point and path be determined prior to crossing the track edge.
 - Avoid heavy traffic on your track in hot weather (above 30° C)




Rekortan at Victorian State Athletic Centre

Community Facility Licence - NDAC

ANNEXURE D – SCHEDULE 2
SITE SAFETY INSPECTION CHECKLIST

Bridgestone Athletics

Site Safety inspection



Organisation Name: _____

Person conducting assessment: _____

Phone number: _____ Position: _____

Date of assessment: _____ Time of assessment: _____

☐ Walk track, assess for damage. Report any damage immediately

Damage: _____

Reported: ☐ Yes ☐ No

☐ Rake sand pits, assess for sharps

☐ Pit 1 ☐ Pit 2 ☐ Pit 3 ☐ Pit 4

☐ Inspect inner field for hazards including divots or sharps

Hazards found: _____

Hazard removed: ☐ Yes ☐ No

Reported: ☐ Yes ☐ No

☐ Inspect throwing nest, ensure ropes are secured

☐ Discus ☐ Hammer Throw

☐ Ensure mats are secure and free from damage

☐ High Jump 1 ☐ High Jump 2
☐ Pole Vault

☐ If using the Gator ensure all drivers have read and signed the conditions of use

☐ Ensure steeple chase covers are removed and pits are filled with potable water (if required)

Name: _____

Signature: _____


Community Facility Licence - NDAC

ANNEXURE D – SCHEDULE 3

GATOR AND TRAILER SAFE OPERATING PROCEDURE

Bridgestone Athletics

Safe Operating Procedure



Gator and Trailer

Date of assessment: 08/06/2021 Review date: 08/06/2022

Safety Warnings:

ROLLOVER OR FALLING OFF MAY CAUSE DEATH

- Check over vehicle prior to driving.
- Before using vehicle, read operating instructions below.
- Do not start vehicle until all occupants are seated.
- Remain seated and hold on to the seat handle while moving.
- Two (2) persons per seat maximum.
- Operate from driver side only
- Do not operate on public roads.
- Keep entire body inside vehicle while moving.
- Driving speed limit – 10 km per hour
- Drive slowly when turning or driving down slopes.
- Use breaks to reduce speed when coasting down slopes.
- Never stand in front or behind vehicle

Operation Instructions:

Before operating the gator determine the access path prior to starting the Gator; Open gates and remove aluminium rails where required.

- Turn the key to the desired position and be sure nothing is in your path.
- While vehicle is stopped, select direction by placing key in desired position.
 - F = Forward
 - N = Neutral
 - R = Reverse (buzzer will sound)
- Vehicle will start moving when accelerator pedal is depressed.
- Slowly depress accelerator pedal to increase speed. Park brake will release when accelerator pedal is depressed.
- **Do not turn vehicle sharply while on the Athletic Track**
- Avoid stopping the gator on the athletics track. If stopping on the track is unavoidable slowly depress the accelerator pedal to ensure slow and careful movement, preventing damage to the track.
- To stop; release accelerator pedal and depress brake pedal.
- After stopping, firmly depress park brake until it locks.
- Turn key into neutral position.
- Turn the key "OFF" and remove key when not in use.

Community Facility Licence - NDAC

Additional Notes:

Make sure the charger is plugged in at all times when vehicle not in use.

Beware of weather hazards

Sun protection – use broad rim hat, wear adequate clothing for sun and wet weather conditions

Do not drive during storm conditions

All users must hold a South Australian Driver's License and be over the age of 18 years.

I have read and understood this document and will abide by all operating instructions indicated within this document:

Name: _____

Signature: _____

Contact Number: _____

Office Use Only:

Drivers Licence Sighted: ☐ Yes ☐ No

Sited by: _____

Signed: _____

Date: _____

Community Facility Licence - NDAC

CITY OF SALISBURY
(Council)
AND
SALISBURY LITTLE ATHLETICS CENTRE INC.
(Licensee)

COMMUNITY FACILITY LICENCE

BRIDGESTONE ATHLETICS CENTRE

Community Facility Licence - SLAC

SCHEDULE 1

ITEM 1 Premises	The portion of the land comprised in Certificate of Title Volume 6166 Folio 194 being the area delineated in red on the first plan attached at Annexure A to this Licence, but excluding the kiosk and bar located within that area and as shown in red on the second plan attached at Annexure A to this Licence						
ITEM 2 Land	The whole of the land comprised in Certificate of Title Volume 6166 Folio 194						
ITEM 3 Term	One (1) year and 334 days commencing on 1 November 2021 (Commencement Date) and expiring at midnight on 30 September 2023						
ITEM 4 Times of Use	<ul style="list-style-type: none"> • Tuesdays and Thursdays from 4.30pm until 6.30pm • Mondays and Wednesdays from 4.30pm until 6.00pm (in March only) • Saturdays from 7.00am until 2.00pm • Other times as approved by the Council in accordance with Special Condition 10 						
ITEM 5 Licence Fee	<p>\$1,919.28 per annum (inclusive of GST) (subject to review pursuant to clause 6)</p> <p>The rent will be payable in advance by equal and consecutive calendar monthly instalments. The first instalment to be paid on the commencement date and then on the first day of each and every month during the Term provided that the first and last payment shall be proportional ones if appropriate.</p>						
ITEM 6 Licence Fee Review Dates and Review Method	<table> <tr> <th>Review Dates</th><th>Review Method</th></tr> <tr> <td>a) Date: 1 September</td><td>LGPI Review</td></tr> <tr> <td>Year(s): 2022, 2023</td><td></td></tr> </table>	Review Dates	Review Method	a) Date: 1 September	LGPI Review	Year(s): 2022, 2023	
Review Dates	Review Method						
a) Date: 1 September	LGPI Review						
Year(s): 2022, 2023							
ITEM 7 Outgoings	Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land and/or Building						
ITEM 8 Permitted Use	Sport, recreation or community activities approved by Council						
ITEM 9 Public Risk Insurance	Twenty Million Dollars (\$20,000,000.00)						
ITEM 10 Special Conditions	The terms and conditions (if any) set out in Annexure B are deemed to be incorporated into this Licence and, in the event of any inconsistency with the terms and conditions contained in the body of this Licence, then the Special Conditions will prevail.						

Community Facility Licence - SLAC

THIS LICENCE is dated

2021

BETWEEN

CITY OF SALISBURY ABN 82 615 416 895 of 34 Church Street, Salisbury SA 5108
(Council)

AND

SALISBURY LITTLE ATHLETICS CENTRE INC. of Creaser Park, Valma Avenue, Parafield Gardens SA 5107 (Licensee)

INTRODUCTION

- A. The Council is the registered proprietor of the Land.
- B. The Bridgestone Athletics Centre (**Centre**) is located on the Land.
- C. The Council has resolved to adopt a model of single party management of the Centre, where Council is the managing party.
- D. The Licensee is aware that the Centre is a shared use facility, and that the Council will be licensing the Premises to other parties at times that will overlap with the Times of Use.
- E. The Licensee has requested a licence to use the Premises for the Permitted Use during the Times of Use.
- F. The Council has resolved to grant the Licensee a licence of the Premises for the Permitted Use during the Times of Use, and has (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999*.
- G. The Council and Licensee wish to record the terms of their agreement in this Licence.

TERMS

1. ACKNOWLEDGEMENT OF BACKGROUND

The preceding statements are accurate and form part of this Licence.

2. DICTIONARY

In this Licence:

Agreed Consideration means the Licence Fee, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Licensee for any supply or use of the Premises and any goods, services or other things provided by the Council under this Licence (other than tax payable under clause 22).

Building means the interior and exterior of all present and future improvements on the Land and includes all Building Services and Common Areas and all other conveniences, services, amenities and appurtenances of, in or to the Building.

Building Services includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and

Community Facility Licence - SLAC

telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building or any premises in or on the Land supplied by any authority, the Council or any other person the Council authorises.

Business Day means a day which is not a Saturday, Sunday or public holiday in South Australia.

Commencement Date means the commencement date of the Term described in Item 3.

Common Areas means all areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees of the Land and their invitees and customers including driveways, car parks, walkways, washrooms, toilets, lifts and stairways.

Council means the party described as 'Council' in this Licence and where the context permits includes the employees, contractors, agents and other invitees of the Council.

Council's Equipment means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and made available for use by the Licensee (on a non-exclusive basis).

Default Rate means the rate which is 2% per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000 and if there is more than one rate published, the highest of those rates.

GST has the same meaning as given to that term in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

GST Rate means 10% or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

Institute means the South Australian Division of the Australian Property Institute.

Land means the land described in Item 2 and includes any part of the Land.

Legislation includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

Licence Fee means the fee set out in Item 5.

Licensee means the party described as 'Licensee' in this Licence and where the context permits includes the employees, contractors, agents, customers and other invitees of the Licensee.

Licensee's Equipment means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Premises by the Licensee.

Licensee's Share means a percentage calculated by the Council at its discretion, taking into account the Licensee's use of the Premises as compared to other licensees of the Centre, and taking into account the Times of Use. The Licensee's

Community Facility Licence - SLAC

Share will be subject to review in circumstances where there is any variation to the Licensee's use of the Premises or the Times of Use.

LGPI means the local government price index published by the South Australian Centre for Economic Studies or the index which replaces it under clause 6.2.

Outgoings means the outgoings described in Item 7.

Payment Date means the Commencement Date and the first day of each month during the Term.

Permitted Use means the use described in Item 8.

Premises means the premises described in Item 1 including the Council's Equipment, but excluding the kiosk and bar located within the Centre.

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, and emergency services levy.

Review Date means each date in Item 6.

Review Method means the relevant method of licence fee review in Item 6 for any Review Date.

Review Period means the period from the day immediately preceding a Review Date to the day immediately preceding the date on which the Licence Fee was last reviewed and in the case of the first review of the Licence Fee, the Commencement Date.

Special Conditions means the special conditions to this Licence described in Item 10.

Statutory Authorities means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

Statutory Requirements means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.

Term means the term of this Licence and any period during which the Licensee holds over or remains in occupation of the Premises.

Times of Use means the times set out in Item 4.

Valuer means a qualified valuer appointed to make a determination under this Licence:

- (a) who is appointed by agreement of the Council and the Licensee or, failing agreement within 14 days of either notifying the other of the requirement for such appointment at the request of either the Council or the Licensee, by the President or Acting President of the Institute;
- (b) who has practised as a valuer with a minimum of 5 years relevant experience;

Community Facility Licence - SLAC

- (c) who is licensed to practice as a valuer of the kind of premises in respect of which the review is required; and
- (d) who acts as an expert and not as an arbitrator.

Yearly Amounts means the aggregate of the Licence Fee, Outgoings and any other moneys payable by the Licensee during the Term.

3. INTERPRETATION

In this Licence, unless the contrary intention appears:

- 3.1 a reference to this Licence is a reference to this document;
- 3.2 words beginning with capital letters are defined in clause 2;
- 3.3 a reference to a clause is a reference to a clause in this Licence;
- 3.4 a reference to an Item is a reference to an item in the Schedule;
- 3.5 a reference to the Schedule is a reference to the schedule of this Licence; and
- 3.6 a reference to an Annexure is a reference to an annexure to this Licence.
- 3.7 headings are for convenience only and do not affect interpretation;
- 3.8 the singular includes the plural and vice-versa;
- 3.9 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 3.10 a reference to any party in this Licence, or any other document or arrangement referred to in this Licence, includes that party's executors, administrators, substitutes, successors and assigns;
- 3.11 a reference to any document (including this Licence) is to that document as varied, novated, ratified or replaced from time to time;
- 3.12 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 3.13 a reference in this Licence to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 3.14 'including' and similar expressions are not and must not be treated as words of limitation; and
- 3.15 any special condition in Item 10 will apply to this Licence and in the event of any inconsistency with the terms and conditions in the body of this Licence, then those special conditions will prevail.

Community Facility Licence - SLAC

4. GRANT OF LICENCE

- 4.1 The Council grants and the Licensee accepts a licence of the Premises for the Term and during the Times of Use as set out in this Licence.
- 4.2 The rights conferred by this Licence shall rest in contract only and shall not create or confer upon the Licensee any tenancy, estate or interest in or over the Premises or the Land and the rights of the Licensee under this Licence shall be those of a licensee only and do not comprise or include any further or other rights.

5. LICENCE FEE**5.1 Payment of Licence Fee**

The Licensee must pay the Licence Fee by equal monthly instalments in advance on each Payment Date.

5.2 Instalment

If a licence fee instalment period is less than 1 month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

6. LICENCE FEE REVIEWS**6.1 LGPI Review**

The Licence Fee will be reviewed and adjusted effective from each Review Date so that the Licence Fee will be re-calculated and adjusted by a proportion equivalent to the proportional change in the LGPI over the Review Period.

6.2 Change to LGPI

If the LGPI is no longer published, either party may ask the President of the Institute to nominate an index which reflects the rate of price change in the area and group for the LGPI and 'LGPI' then means that index. Each party must pay one half of the President's costs for nominating an index.

6.3 Licence Fee Pending Determination

- 6.3.1 The Licence Fee may be reviewed at any time from a Review Date even if the review is instituted after that Review Date.
- 6.3.2 If the Licence Fee to apply on and from a Review Date has not been agreed on or determined by that Review Date, the Licensee must continue to pay instalments of Licence Fee at the rate that applied before the relevant Review Date until the Licence Fee is determined.

6.4 Adjustment Once Licence Fee Determined

Once the Licence Fee to apply on and from a Review Date is determined, the Licensee will pay any shortfall and the Council will allow any adjustment for overpayment at the next Payment Date.

Community Facility Licence - SLAC

6.5 No Decrease in Licence Fee

The Licence Fee will not decrease on a Review Date.

6.6 Other Review

Nothing in this Licence prevents the Council and Licensee negotiating and agreeing on a Licence Fee to apply from a Review Date without following this clause 6.

7. RATES, TAXES AND OUTGOINGS**7.1 Payment of Rates and Taxes**

7.1.1 The Licensee must pay or reimburse the Council the Licensee's Share of all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

7.1.2 The Rates and Taxes shall be adjusted between the Council and the Licensee as at the Commencement Date and the end or termination date of this Licence.

7.2 Payment of Outgoings

7.2.1 The Licensee must pay or reimburse the Council the Licensee's Share of all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

7.2.2 The Outgoings shall be adjusted between the Council and the Licensee as at the Commencement Date and the end or termination date of this Licence.

7.3 Power and Other Utilities

7.3.1 The Licensee will pay when they are due for payment, the Licensee's Share of all costs for the use of lights and other utilities and the consumption of electricity, gas and any and all other services and utilities supplied to or used from the Premises, with the exception of telephone and water related costs.

7.3.2 Without limiting the generality of this clause 7.3, the Licensee will comply in all respects with the *Electricity (General) Regulations 1997* and any other applicable electricity laws.

7.4 Separate Air-Conditioning Plant

7.4.1 The Council will arrange for the service, maintenance and repair of the air-conditioning plant or equipment as and when the Council determines is appropriate and the Licensee must permit the Council, and any person authorised by it for that purpose, to enter the Premises and carry out such service, maintenance and repair at all reasonable times. The Licensee must pay or reimburse to the Council the Licensee's Share of the cost of all power consumed by such air-conditioning and the Council may recover any such amounts as a debt due.

Community Facility Licence - SLAC

8. COMMON AREAS

- 8.1 The Licensee will pay when they are due for payment, the Licensee's Share of all costs associated with the upkeep, maintenance and repair of all Common Areas.
- 8.2 Subject to the terms of this Licence, the Licensee is entitled to access and use of the Common Areas.

9. KIOSK AND BAR SALES AND ASSOCIATED PROFIT DISTRIBUTION

- 9.1 The Council will be responsible for operating the kiosk and bar located within the Centre.
- 9.2 All profit generated through sales associated with the kiosk and bar will be held in a single account, and a proportion will be distributed to the Licensee in accordance with the conditions set out under Annexure C to this Licence.

10. WATER**10.1 Water Efficiency**

The Licensee must use its best endeavours to ensure that, at all times, water is used and consumed at the Premises in an efficient and responsible manner.

11. USE OF PREMISES**11.1 Permitted Use**

- 11.1.1 The Licensee must use the Premises only for the Permitted Use and must not use or allow the Premises to be used for any other use (without the Council's prior written consent).
- 11.1.2 If the Licensee wishes to use the Premises for any use other than the Permitted Use, it must submit a written request addressed to the Manager Sport, Recreation & Community Planning at BAC@salisbury.sa.gov.au.

11.2 Rules

- 11.2.1 The Council may from time to time make such Rules, regulations and policies that the Council considers necessary for the management, safety, security, care of or cleanliness of the Premises and Building.
- 11.2.2 The Rules current at the time of entering this Licence are attached as Annexure D, and the Licensee must comply with the Rules as set out in Annexure D to this Licence at all times. A breach of the Rules will constitute a breach of this Licence.
- 11.2.3 The Council reserves the right to amend or vary from time to time the Rules, regulations and policies made by the Council under this clause.
- 11.2.4 If there is any inconsistency between this Licence and the Rules, regulations or policies, then this Licence will prevail.

Community Facility Licence - SLAC

- 11.2.5 The Licensee acknowledges and agrees that the failure of the Licensee to comply with the Rules, regulations or policies will be a breach of this Licence.

11.3 Shared Use of Premises

- 11.3.1 The Licensee acknowledges that the Centre is a shared use facility, and that the Council will be licensing the Premises to other parties at times that will overlap with the Times of Use.
- 11.3.2 The Licensee must use best endeavours to co-operate with those other parties as regards their shared occupation and use of the Premises.

11.4 Offensive Activities

The Licensee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance either:

- 11.4.1 for the Council; or
- 11.4.2 for the owners or occupiers of any adjoining property; and
- 11.4.3 must ensure at all times that activities conducted on or from the Premises will not bring any discredit upon the Council.

11.5 Use of Facilities

- 11.5.1 The Licensee will ensure that the Building Services are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.
- 11.5.2 The Licensee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Licensee.

11.6 Statutory Requirements

The Licensee, at its own cost, must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012 (SA)* and reasonable directives of the Council relating to:

- 11.6.1 the Licensee's use and occupation of the Premises; and
- 11.6.2 the nature of the Permitted Use conducted on the Premises by the Licensee.

11.7 Signs

The Licensee must not place any signs or advertisements on the outside or inside (if they can be seen from outside) of the Premises, except a sign or signs which:

- 11.7.1 are approved by the Council; and

Community Facility Licence - SLAC

11.7.2 are permitted by, and are in accordance with, the Council's Community Recreation Facilities Signage Policy, Community Recreation Facilities Sponsorship Policy, Plaques and Memorials Policy and Sports Club Directional Signage on Council Reserves Policy; and

11.7.3 comply with any relevant Statutory Requirements,

and the Licensee must at all times maintain any approved signs in accordance with the requirements of the Council's Community Recreation Facilities Signage Policy, Community Recreation Facilities Sponsorship Policy, Plaques and Memorials Policy and Sports Club Directional Signage on Council Reserves Policy.

11.8 Dangerous Equipment and Installations

The Licensee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and will not install or bring onto the Premises:

11.8.1 any electrical, gas powered or other machinery or equipment which may pose a danger, risk or hazard;

11.8.2 any chemicals or other dangerous substances which may pose a danger, risk or hazard;

11.8.3 any heavy equipment or items which may damage the Premises or Building; or

11.8.4 any gas bottle unless it is stored in an area that is outside of the buildings on the Premises and within cages and in accordance with all Statutory Requirements.

11.9 Fire Precautions

The Licensee:

11.9.1 Must comply with all requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures; and

11.9.2 must not obstruct any doorways within the Premises (including doorways to toilets, change rooms and switchboards) and must not store items near such doorways.

The Council will carry out all works and activities required to comply with all Statutory Requirements relating to fire safety and procedures applying to the Premises including any structural works or modifications or other building works which are required as a result of:

11.9.3 the Licensee's use or occupation of the Premises;

11.9.4 the number of staff or others employed to work on the Premises; or

11.9.5 any deliberate or negligent act or omission of the Licensee,

Community Facility Licence - SLAC

and, subject to the Act, the Licensee must pay or reimburse the Council's costs of completing all works and activities in accordance with this clause.

11.10 Security

11.10.1 The Licensee must keep the Premises securely locked at all times when the Premises are not occupied or open for business.

11.10.2 Where the Premises is protected by a security alarm, the Licensee must immediately provide the Council with the security alarm access code.

11.10.3 Notwithstanding any other provision in this Licence, the Licensee is not permitted to change or otherwise interfere with the Council's key lock system for the Building. The Licensee must reimburse the Council for any costs incurred by the Council to reinstate any unauthorised changes to the Council's key lock system.

11.10.4 The Council will supply the Licensee with two sets of keys and a request must be submitted to the Council for any additional keys as required, at the Licensee's cost.

11.10.5 The Licensee must return all keys and other security devices for the Premises to the Council, and advise the Council of all codes for security systems at the Premises, at the expiry or earlier termination of this Licence. If any keys are lost during the Term or are not returned at the expiry or termination of the Licence, the Licensee must pay or reimburse the Council's costs of replacing all lost keys.

11.11 No Warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

11.12 Recovery Fee

The Council reserves the right to charge the Licensee a fee (**Recovery Fee**) with respect to any costs incurred by the Council that relate directly to:

11.12.1 any cleaning required to be carried out by the Council as a result of the Licensee's approved use of the Premises outside the Times of Use;

11.12.2 any security issues that arise as a result of the Licensee's use of the Premises (including loss or replacement of keys or swipe cards); or

11.12.3 any damage caused to the Premises by the Licensee.

12. INSURANCE**12.1 Licensee must Insure**

The Licensee must keep current during the Term:

- 12.1.1 public risk insurance for at least the amount in Item 9 (or any other amount the Council reasonably requires) for each claim;
- 12.1.2 all insurance in respect of the Licensee's Equipment for its full replacement value;
- 12.1.3 plate glass insurance if requested by Council against usual risks; and
- 12.1.4 other insurances required by any Statutory Requirement or which the Council reasonably requires.

12.2 Requirements for Policies

Each policy the Licensee takes out under this clause 12 must:

- 12.2.1 be with an insurer and on terms reasonably approved by the Council;
- 12.2.2 be in the name of the Licensee and note the interest of the Council and any other person the Council requires;
- 12.2.3 have no limit on the number of claims that can be made under it;
- 12.2.4 cover events occurring during the policy's currency regardless of when claims are made; and
- 12.2.5 note that despite any similar policies of the Council, the Licensee's policies will be primary policies.

12.3 Evidence of Insurance

The Licensee must give the Council certificates evidencing the currency of the policies the Licensee has taken out under this clause 12. During the Term the Licensee must:

- 12.3.1 pay each premium before it is due for payment;
- 12.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 12.3.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent; and
- 12.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

12.4 Insurance Affected

12.4.1 The Licensee must not do anything which may:

- (a) prejudice any insurance of the Premises or the Building; or

Community Facility Licence - SLAC

- (b) increase the premium for that insurance.

12.4.2 If the Licensee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Licensee must on demand pay the amount of that increase to the Council.

13. REPAIR AND MAINTENANCE

13.1 Repair

13.1.1 The Council will keep, maintain and repair the Premises and any Building Services situated within the Premises.

13.1.2 The Licensee must immediately notify the Council as soon as it becomes aware of:

- (a) any structural fault, material damage or material loss of function in the Centre, any Building Services or any lights on the Premises of which the Licensee becomes aware, such as leaks in a roof, inoperable locks on doors or windows, broken glass;
- (b) anything else of which the Licensee becomes aware that might endanger the Premises or the safety of any person in it;
- (c) any notice or directive from the State Government to the Licensee in connection with its occupation or use of the Premises.

13.1.3 The Council will repair any damage caused or contributed to by the act, omission, negligence or default of the Licensee, and will pass on all costs of doing so to the Licensee who must pay those costs as and when due.

13.2 Inner Field Repairs

The Licensee must repair any inner field divots resulting from the Licensee's use of the Premises on a daily basis before leaving the Premises.

13.3 Alterations by Licensee

13.3.1 The Licensee must not carry out any alterations or additions to the Premises without Council's consent.

13.3.2 The Licensee must provide full details of the proposed alteration and additions to the Council.

13.3.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Licensee to obtain the Council's consent to any agreements that the Licensee enters into in relation to the alterations or additions.

13.3.4 The Licensee must carry out any approved alterations and additions:

- (a) in a proper and workmanlike manner;

Community Facility Licence - SLAC

- (b) in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as licensor under this Licence;
- (c) in accordance with all Statutory Requirements; and
- (d) in a way to minimise disturbance to others.

13.3.5 Unless otherwise agreed in writing between the parties, all alterations and additions to the Land or the Premises made pursuant to this clause will be or become the property of the Council.

13.3.6 The Licensee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Licensee's alterations and additions.

13.4 Cleaning

13.4.1 The Licensee must use its best endeavours to:

- (a) keep the Premises clean and tidy;
- (b) keep the Premises free of vermin, insects and other pests; and
- (c) not cause the Common Areas to be left untidy or in an unclean state or condition.

14. TRANSFERRING, SUBLETTING AND CHARGING

14.1 Transfer

The Licensee may only transfer its interest in this Licence provided:

- 14.1.1 the proposed transferee does not change the Permitted Use;
- 14.1.2 the proposed transferee is able to meet the financial obligations under this Licence; and
- 14.1.3 the Licensee has complied with the Council's procedural requirements for obtaining the Council's consent and the Licensee has obtained the written consent of Council which may be withheld at Council's absolute discretion.

14.2 Subletting

The Licensee must not sublet or Sublicense the Premises or any part of the Premises.

14.3 Charging

- 14.3.1 The Licensee must not charge the Licensee's interest in this Licence or the Licensee's Equipment without the Council's consent.
- 14.3.2 If the Council consents to a charge on the Licensee's Equipment then the Licensee must enter into a deed in a form required by the Council

Community Facility Licence - SLAC

that ensures the charge is subject to the Council's rights under this Licence.

14.4 Hiring out of Premises

The Licensee must not hire out or otherwise part with possession of the Premises without the written consent of the Council.

14.5 Deemed Assignment

If the Licensee is a corporation (not being a company with its shares listed on any Stock Exchange in Australia) or an association, any change in the beneficial ownership of 20% or more of the voting shares in the corporation or any change in the effective control of the corporation or association, will be deemed to be an assignment of the Premises requiring the consent of Council under this Licence.

14.6 Costs

The Licensee must pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing, including in considering whether or not to grant any consent to a request by the Licensee under this clause 14.

15. LICENSEE GOVERNANCE

15.1 On or before the Commencement Date, if requested the Licensee must provide to the Council a copy of its constitution and any other documents that regulate the governance and operations of the Licensee.

15.2 As and when the Council may reasonably require, the Licensee must provide to the Council such information in relation to the Licensee's use and occupation of the Premises as required by the Council including financial information of the Licensee.

16. COUNCIL'S OBLIGATIONS AND RIGHTS

16.1 Right to Enter

The Council may at any time and without notice enter the Premises during the Times of Use:

16.1.1 to see the state of repair of the Premises;

16.1.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;

16.1.3 to do anything the Council must or may do under this Licence or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and

16.1.4 to show prospective tenants through the Premises;

provided that the Council must take reasonable steps not to interfere with the Licensee's activities within the Premises.

Community Facility Licence - SLAC

16.2 Right to Licence to Other Parties

The Council may licence or hire the Premises to other parties at any time, provided that any such licenses are subject to a requirement that the subject licensee must use best endeavours to co-operate with other licensees (including the Licensee) as regards the shared occupation and use of the Premises.

16.3 Emergencies

In an emergency the Council may:

16.3.1 close the Premises or Building; and

16.3.2 prevent the Licensee from entering the Premises or Building.

16.4 Works and Restrictions

16.4.1 The Council may:

(a) install, use, maintain, repair, alter, and interrupt Building Services;

(b) carry out works on the Building (including extensions, renovations and refurbishment); and

(c) close (temporarily or permanently) and restrict access to the Common Areas.

16.4.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Licensee's use and occupation of the Premises.

16.5 Right to Rectify

Council may at the Licensee's cost do anything which the Licensee should have done under this Licence but which the Licensee has not done or which the Council reasonably considers the Licensee has not done properly.

17. DAMAGE OR DESTRUCTION**17.1 Termination for Destruction or Damage**

17.1.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Licensee's use then within 3 months after the damage or destruction occurs, the Council must give the Licensee a notice either:

(a) terminating this Licence (on a date at least 1 month after the Council gives notice); or

(b) advising the Licensee that the Council intends to repair the Premises and/or the Building so that the Premises are accessible and the Licensee can occupy and use the Premises.

Community Facility Licence - SLAC

17.1.2 If the Council gives a notice under clause 17.1.1(b) but does not carry out the intention within a reasonable time, the Licensee may give notice to the Council that the Licensee intends to end this Licence if the Council does not do whatever is necessary to make the Premises accessible and fit for use and occupation by the Licensee within a reasonable time (having regard to the nature of the required work).

17.1.3 If the Council does not comply with clause 17.1.1 or with the Licensee's notice under clause 17.1.2, the Licensee may end this Licence by giving the Council not less than 1 month's notice.

17.2 Reduction or Abatement of Licence Fee

17.2.1 The Yearly Amounts to be paid by the Licensee will during the period the Premises are unfit or inaccessible be reduced unless:

(a) the Premises are unfit or inaccessible; or

(b) an insurer refuses to pay a claim,

as a result of a deliberate or negligent act or omission of the Licensee.

17.2.2 The level of the reduction (if any) will depend on the nature and extent of the damage.

17.2.3 If the level of the reduction (if any) cannot be agreed it must be determined by a Valuer.

18. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

18.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Premises (**Redevelopment**) or for any other reason the Council wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council will be entitled to terminate this Licence subject to the following conditions:

18.1.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Licence is to be terminated;

18.1.2 the Council may at any time after providing the Licensee with the information specified in clause 18.1.1, give the Licensee a written notice of termination of this Licence (**Termination Notice**) specifying the date on which this Licence is to come to an end, being a date not less than 6 months after the Termination Notice is given. This Licence will, unless terminated earlier by the Licensee under clause 18.1.3, come to an end at midnight on the day specified in the Termination Notice;

18.1.3 at any time after receiving a Termination Notice under clause 18.1.1, the Licensee may terminate this Licence by giving not less than 7 days' written notice to the Council; and

- 18.1.4 when this Licence is terminated (whether by the Council under clause 18.1.2 or by the Licensee under clause 18.1.3), the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.
- 18.2 Require the Licensee, upon reasonable notice, to vacate the Premises and to occupy an alternative site owned by the Council from the Premises subject to the following conditions:
- 18.2.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Licence is to be terminated;
- 18.2.2 the Council may at any time after providing the Licensee with the information specified in clause 18.2.1, give the Licensee a written notice of termination of this Licence (**Relocation Notice**) specifying the date on which the Licensee must relocate being a date not less than 6 months after the Relocation Notice is given;
- 18.2.3 the Licensee must relocate to the alternative site on the date stipulated in the Relocation Notice and shall give to the Licensee all such assistance and cooperation as may be necessary to give effect to this clause and to the relocation including the execution of any documents or instruments which the Licensee reasonably requires;
- 18.2.4 the alternative site must, in the reasonable opinion of the Council, be of comparable quality and utility to the Premises;
- 18.2.5 any reasonable costs incurred in relocating the Licensee shall be borne by the Council; and
- 18.2.6 the Licensee's occupation of the alternative site will be on the terms and conditions of this Licence with such amendments as are necessary for the terms and conditions of this Licence to apply to the Licensee's occupation of the alternative site; or
- 18.3 Negotiate with the Licensee as to the necessary financial and maintenance contribution which is required from the Licensee in order for the Council to reconsider undertaking the Redevelopment. The Council may, at any reasonable time during these negotiations exercise any of its other rights under this clause 18.

19. RIGHTS AND OBLIGATIONS ON EXPIRY

19.1 Expiry

This Licence will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Licensee under any other provision of this Licence.

19.2 Handover of Possession

Before this Licence comes to an end, the Licensee will:

Community Facility Licence - SLAC

- 19.2.1 remove all of the Licensee's Equipment and repair any damage caused by such removal;
- 19.2.2 no later than 1 month before this Licence comes to an end, provide the Council with a written summary of all alterations and additions made to the Premises by the Licensee, whether those alterations and additions were authorised by the Council or not;
- 19.2.3 if required by the Council, remove and reinstate any alterations or additions made to the Premises by the Licensee; and
- 19.2.4 complete any repairs which the Licensee is obliged to carry out under this Licence.

19.3 Abandoned Goods

If when this Licence comes to an end the Licensee leaves any goods or equipment at the Premises, then the Council will be entitled to deal with and dispose of those goods at its discretion.

19.4 Holding Over

If, with the Council's consent, the Licensee continues to occupy the Premises after the end of this Licence, the Licensee does so as a monthly tenant on a holding over basis which:

- 19.4.1 is on the same terms as this Licence, including the distribution of profit in accordance with clause 9; and
- 19.4.2 which either party may terminate with one month's notice.

20. BREACH

20.1 Payment Obligations

20.1.1 The Licensee must make payments due under this Licence:

- (a) without demand (unless this Licence provides demand must be made);
- (b) without set off, counterclaim, withholding or deduction;
- (c) to the Council or as the Council directs; and
- (d) by direct debit or such other means as directed by the Council.

20.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Licensee must make that payment on demand.

20.2 Set Off

The Council may, by notice to the Licensee, set off against any amount due and payable under this Licence by the Council to the Licensee, any amount

Community Facility Licence - SLAC

due and payable by the Licensee to the Council under this Licence or under any other agreement or arrangement.

20.3 Council's Rights on Breach

20.3.1 If the Licensee is at any time in breach of any of its obligations under this Licence and the Licensee fails to remedy that breach to the satisfaction of the Council after being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter come onto the Premises without notice and do all things necessary to remedy that breach.

20.3.2 The Licensee will be liable to pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Licensee as a debt due and payable on demand.

20.4 Default, Breach and Re-Entry

In the event that:

20.4.1 any moneys (or part of any moneys) payable under this Licence are unpaid for the space of seven (7) days after any day on which the same ought to have been paid (although no formal or legal demand has been made);

20.4.2 the Licensee commits, permits or suffers to occur any breach or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of this Licence;

20.4.3 in the case of a Licensee being a company or association:

- (a) a meeting of the directors or members of the Licensee is convened to pass a resolution that an administrator of the Licensee be appointed or that the Licensee be wound up voluntarily;
- (b) any person appoints an administrator of the Licensee;
- (c) an application is made to any court to wind up the Licensee;
- (d) an application is made pursuant to section 411 of the *Corporations Law*;
- (e) a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Licensee or in respect of any property of the Licensee; or
- (f) the Licensee is deregistered or dissolved;

20.4.4 in the case of a Licensee being a natural person:

- (a) the Licensee commits an act of bankruptcy or a sequestration order is made against the Licensee;
- (b) a creditor of the Licensee presents a creditor's petition against the Licensee under the *Bankruptcy Act 1966*;

Community Facility Licence - SLAC

- (c) the Licensee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
- (d) the Licensee signs an authority under section 188 of the *Bankruptcy Act 1966*;
- (e) the Licensee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966* and that debt agreement proposal is accepted by the Licensee's creditors;
- (f) the Licensee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
- (g) the Licensee is convicted of an indictable offence (other than a traffic offence);

20.4.5 execution is levied against the Licensee and not discharged within 30 days;

20.4.6 any property in or on the Premises is seized or taken in execution under any judgment or proceedings;

20.4.7 the Premises are left unoccupied for 1 month or more without the Council's consent,

then despite any other clause of this Licence, the Council at any time has the right to terminate this Licence and re-enter into and upon the Premises in the name of the whole and to have again repossess and enjoy the same as of its former estate but without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Licence Fee or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Licensee under or by virtue of this Licence.

20.5 Rights of Council not Limited

The rights of the Council under this Licence and at law resulting from a breach of this Licence by the Licensee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 20.

20.6 Repudiation and Damages

20.6.1 The Licensee acknowledges that the following obligations under this Licence are essential terms:

- (a) the obligation to pay the Licence Fee;
- (b) the obligation to pay Outgoings;
- (c) the obligations and prohibitions in relation to use of the Premises;

Community Facility Licence - SLAC

- (d) the obligation to comply with the Rules, regulations and policies that the Council has in force at any given time;
- (e) the obligations and restrictions in relation to additions and alterations to the Premises; and
- (f) the restriction on assignment, subletting, mortgaging and licensing.

20.6.2 If the Council accepts payment of the Licence Fee or any other moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.

20.6.3 If the Licensee breaches any essential term, that conduct on the part of the Licensee will be deemed to constitute a repudiation of this Licence and the Council may at any time thereafter rescind this Licence by accepting that repudiation.

20.6.4 The Licensee agrees that if this Licence is terminated by the Council because of a breach by the Licensee of an essential term or if the Licensee repudiates this Licence and the Council accepts that repudiation thereby rescinding this Licence, the Licensee will be obliged to pay compensation to the Council including the Licence Fee and other moneys which the Council would otherwise have received under this Licence for the balance of the Term had the Licensee not breached an essential term or repudiated this Licence. In those circumstances the Council will be obliged to take reasonable steps to mitigate its losses and to endeavour to tenant the Premises at a reasonable fee and on reasonable terms.

20.6.5 The rights of the Council under this clause 20.6 and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Licence or at law in respect of any breach or repudiatory conduct on the part of the Licensee.

20.7 Interest on Overdue Amounts

If the Licensee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

21. INDEMNITY AND RELEASE

21.1 Risk

The Licensee occupies and uses the Premises at the Licensee's risk.

21.2 Indemnity

The Licensee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

Community Facility Licence - SLAC

- 21.2.1 any act or omission of the Licensee;
 - 21.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;
 - 21.2.3 any fire on or from the Premises;
 - 21.2.4 loss or damage to property or injury or death to any person caused by the Licensee, the use of the Premises by the Licensee or otherwise relating to the Premises;
 - 21.2.5 a breach of this Licence by the Licensee; or
 - 21.2.6 the Licensee's use or occupation of the Premises.
- 21.3 **Release**
- The Licensee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.
- 21.4 **Indemnities are Independent**
- Each indemnity is independent from the Licensee's other obligations and continues during this Licence and after this Licence ends.

22. GOODS AND SERVICES TAX

- 22.1 If GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Licence or any goods, services or other things supplied under this Licence then:
- 22.1.1 the Agreed Consideration for that supply is exclusive of GST;
 - 22.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and
 - 22.1.3 the Licensee shall pay the increased Agreed Consideration on the due date for payment by the Licensee of the Agreed Consideration.
- 22.2 Where the Agreed Consideration is to be increased to account for GST under this clause 22, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Licensee.
- 22.3 If the Licensee does not comply with its obligations under this Licence or with its obligations under the GST Legislation in connection with this Licence and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Licensee must pay the Council on demand an amount equal to the amount of the penalties and interest.

Community Facility Licence - SLAC

23. DISPUTE RESOLUTION**23.1 Parties to this Licence**

- 23.1.1 A party must not terminate this Licence (except, in the case of the Council, for a breach of an essential term by the Licensee) or commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this Licence, unless it first complies with this clause. If one party to the dispute fails to comply with this clause, any other party to the dispute need not comply with this clause.
- 23.1.2 If there is a dispute between the parties, the aggrieved party must serve a notice on the other party setting out the nature of the dispute and designating its representative with authority to settle the dispute (Complaint Notice). The other party must promptly give written notice to the aggrieved party designating its representative with authority to settle the dispute. The parties must then make every effort to resolve the dispute by negotiation.
- 23.1.3 The representatives must attempt to resolve the dispute within thirty (30) Business Days of service of the Complaint Notice.
- 23.1.4 If the dispute is not resolved within that period (or any further period the representatives agree), any party which has complied with this clause may in writing terminate the dispute resolution process under this clause and exercise their rights under the Licence and terminate the Licence and/or commence arbitration or court proceedings in respect of the dispute.
- 23.1.5 The sole purpose of any exchange of documents and other information or any offer of settlement under this clause is to attempt to settle the dispute. No party may use any documents or information obtained through the dispute resolution process under this clause for any purpose other than a bona fide attempt to settle the dispute.
- 23.1.6 Nothing in this clause is intended to oust the jurisdiction of any court of competent jurisdiction.

23.2 Licensee and other parties/licensees

- 23.2.1 As per clause 11.3, the Centre is a shared use facility and the Council will be licensing the Premises to other parties at times that will overlap with the Times of Use under this Licence.
- 23.2.2 In circumstances where the Licensee wishes to make a complaint about another licensee of the Premises, then the complaint should be made in writing and addressed to the Manager Sport, Recreation & Community Planning at BAC@salisbury.sa.gov.au.
- 23.2.3 Upon receipt of such a complaint, the Manager Sport, Recreation & Community Planning will then facilitate the resolution of the dispute between the Licensee and the party against whom the complaint has been made.

Community Facility Licence - SLAC

23.2.4 The Council warrants that each of the other licensees of the Premises will have an identical clause inserted into their respective licenses.

24. GENERAL

24.1 Costs

On request the Licensee must pay or reimburse to the Council all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Licensee under this licence or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this licence or at law or otherwise arising in consequence of any actual or threatened breach by the Licensee.

24.2 Waiver

If the Council accepts or waives any breach by the Licensee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Licence.

24.3 Notice

24.3.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

- (a) in the case of the Licensee, if provided in writing to a person nominated for the purpose of receiving any notice under this Licence (**Nominated Person**), or if the Licensee has vacated the Premises, then if posted by pre-paid post to the last known address of the Licensee;
- (b) in the case of the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Licence unless the Licensee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).

24.3.2 Notice served by pre-paid post will be deemed to have been given or served 3 Business Days after posting.

24.3.3 The name and contact details for the Nominated Person are as follows:

Name: Craig Thomas

Email: president@salisburylittleathletics.com.au

The Council must be notified in writing if the Nominated Person is changing.

24.4 Severance

If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

Community Facility Licence - SLAC

24.5 Entire Agreement

The Council and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Premises and that no promises, representations or undertakings, other than those contained in this Licence, were made or given or relied upon.

24.6 Resumption

If the Council receives notice of resumption or acquisition of the Premises or the Land (or any part of the Land affecting the Premises) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Licence by giving not less than three (3) months written notice to the Licensee. When such termination takes effect, the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

Community Facility Licence - SLAC

EXECUTED as an AGREEMENT

THE COMMON SEAL of the **CITY OF SALISBURY** was affixed here in the presence of:)
)
)
)

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Full name of Mayor

.....
Full name of Chief Executive Officer

EXECUTED by)
SALISBURY LITTLE ATHLETICS)
CENTRE INC. in accordance with its)
Constitution and in the presence of:)
)

.....
Signature

.....
Signature

.....
Position

.....
Position

.....
Full Name

.....
Full Name

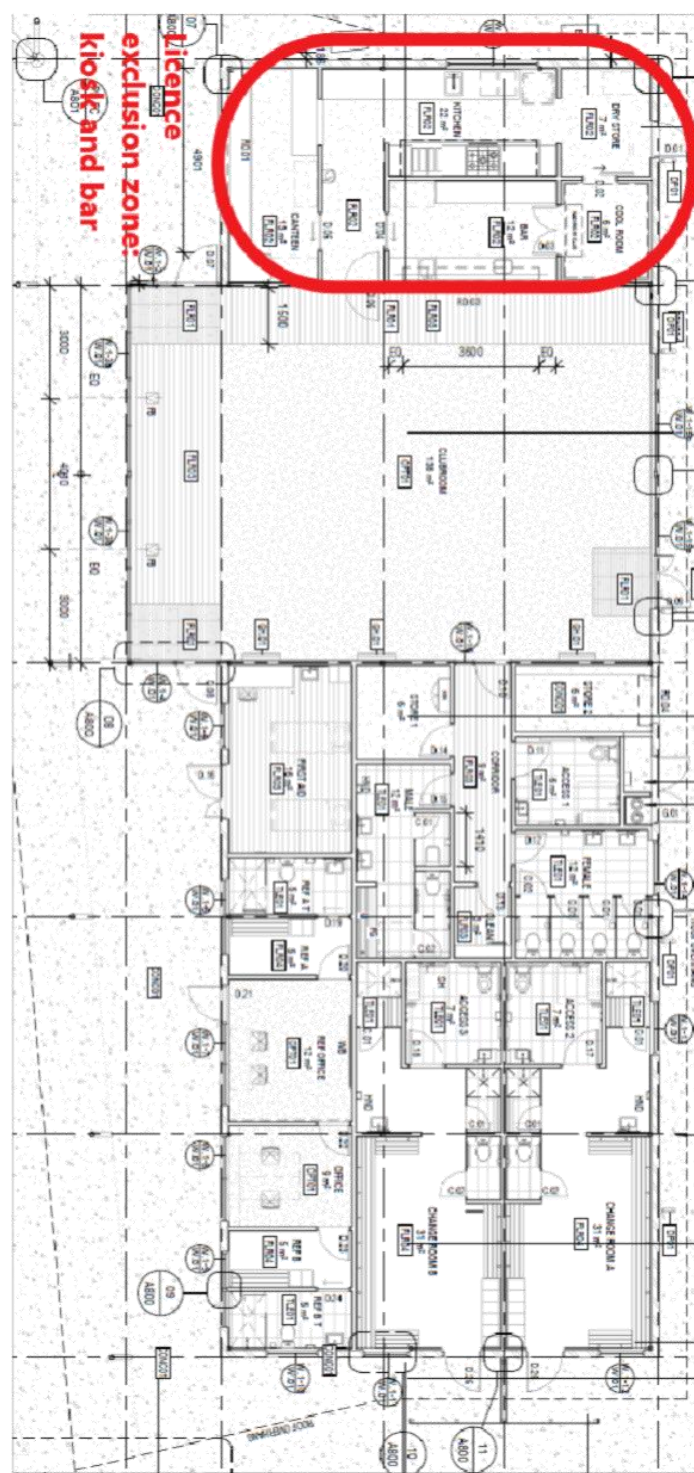
**If only 1 person has signed that person states that he/she is the sole director and sole secretary of the company.*

Community Facility Licence - SLAC

ANNEXURE A – PLAN



Community Facility Licence - SLAC



Community Facility Licence - SLAC

ANNEXURE B – SPECIAL CONDITIONS

1. EARLY TERMINATION

- 1.1 Notwithstanding any other provision of this Licence, the Council may at any time during the Term (inclusive of any extensions), terminate this Licence by giving the Licensee not less than three (3) months written notice (**Early Termination Notice**).
- 1.2 The Early Termination Notice is not required to specify any reason for the termination of this Licence and this Licence will automatically terminate on the date that is three (3) months from the date of the Early Termination Notice.
- 1.3 Except for any claim in respect of a breach of this Licence prior to its termination or a breach of a clause of this Licence which survives its termination, neither party will have any claim against the other party in connection with the termination of this Licence under Special Condition 1.1 and such termination does not give rise to any liability as between the parties under this Licence.
- 1.4 Upon the termination of this Licence in accordance with Special Condition 1.1, any Licence Fee and Outgoings paid by the Licensee to the Council that relates to any period after the date of termination of this Licence shall be repaid to the Licensee within 30 days of termination of this Licence. For the purposes of this clause, all payments of Licence Fee and Outgoings are deemed to accrue on a day-to-day basis.

2. MEMORABILIA

- 2.1 The Licensee will be permitted to bring and install one board on which to display its memorabilia within the Premises.
- 2.2 The location of the board and associated memorabilia will be determined at the Council's discretion.
- 2.3 The Licensee will be responsible for any ongoing costs associated with the upkeep and updating of the memorabilia board.

3. STATE ASSOCIATIONS

- 3.1 The Licensee acknowledges that the following State Athletics Associations have an interest in using the Premises:
 - a) Athletics SA;
 - b) SA Little Athletics; and
 - c) The SA Athletic League,
 collectively referred to as the **State Associations**.
- 3.2 The Council may, with reasonable notice, require the Licensee to postpone certain functions or events to accommodate the State Associations requirements to use the Premises. In such circumstances, the Council will work closely with the Licensee to facilitate another location or suitable date for the postponed function or event.

Community Facility Licence - SLAC

4. BETTER USE OF SPORTING FACILITIES

The Licensee acknowledges that the Council annually invests substantial funding into the upgrades and maintenance of the Premises, and in recognition of this investment, the Licensee agrees to utilise the Premises for greater community benefit, including out of season use by complimentary sports, non-sporting clubs and other community users as follows:

- 4.1 The Licensee agrees to actively share the Premises with non-sporting organisations either in sub-licence arrangements, for hire or to support broader community benefits;
- 4.2 The Licensee agrees to actively promote the hire of the Premises to community groups and the broader community (for example, NDIS providers during the times when the Premises is not being fully utilised);
- 4.3 The Licensee agrees to participate in activities seeking participation for the use of the Premises from multicultural communities within the City of Salisbury;
- 4.4 The Licensee will actively seek the use of the Premises in the off season and by complimentary sports and activities to fully utilise the capital investment of the Council across the year; and
- 4.5 The Licensee will ensure at all times that it provides support for full utilisation of the Premises.

5. LINE MARKINGS

- 5.1 The Council will ensure that the inner field line markings will be freshly painted before the start of each athletics season during the Term.
- 5.2 The Licensee will be responsible for maintaining the inner field line markings during each athletics season during the Term (jointly with other licensees of the Premises).
- 5.3 Both the Council, when freshly painting the line markings, and the Licensee, when maintaining the line markings, will do so in accordance an approved line markings plan to be distributed by the Council.

6. SINKING FUND

- 6.1 The Council will establish a sinking fund with respect to the Premises (**Sinking Fund**).
- 6.2 Money will be deposited into the Sinking Fund in accordance with the Profit Distribution Model under Annexure C (see in particular 1.7(b)(i)).
- 6.3 The Council may use the money from the Sinking Fund at its discretion, with a focus on maintaining and replacing Council's Equipment when necessary.

7. ATHLETICS EQUIPMENT

- 7.1 The Licensee warrants that as at the Commencement Date, it will move all athletics equipment from its previous premises to the Centre to be stored in the Storage Shed and used for training purposes, and that equipment will be

Community Facility Licence - SLAC

considered Licensee's Equipment under this Licence. Once the Licensee's Equipment (athletics equipment) deteriorates to the point that it can no longer be used, the Council may use money from the Sinking Fund to purchase replacement equipment at which time that equipment would be treated as Council's Equipment.

- 7.2 The Council undertakes as at the Commencement Date to purchase a range of athletics equipment that meets current international standards, which once purchased will become Council's Equipment.
- 7.3 The Council will designate various pieces of Council's Equipment as **Competition Equipment** and notify the Licensee of such, and Competition Equipment may only be used during sanctioned competitions so as to maintain its integrity.

8. PAYMENT OBLIGATIONS – LICENSEE NOT TO BE 'WORSE-OFF'

- 8.1 Notwithstanding any of the terms of this Licence, the parties acknowledge and agree that the Licensee's total liability for payments under this Licence (with the exclusion of Outgoings) must not exceed the payments that the Licensee would have been liable for under the existing lease between the Licensee and the Council with respect to Creaser Park, dated 23/11/2018 (**Existing Lease**), in the normal course of events
- 8.2 For the avoidance of doubt, this limit does not apply to costs that are associated with the Licensee's failure to comply with its obligations under this Licence, or costs associated with any breach of this Licence by the Licensee.

9. SURRENDER OF EXISTING LEASE

- 9.1 Either the Council or the Licensee may, upon 3 months' notice to the other and without the need to specify a reason, terminate the existing lease between the Licensee and the Council with respect to Creaser Park, dated 23/11/2018.

10. BOOKING THE PREMISES OUTSIDE THE TIMES OF USE

- 10.1 The Licensee may at any time request a booking to access and use the Premises, or part thereof, outside the Times of Use by way of submitting a written request to the Council at BAC@salisbury.sa.gov.au.
- 10.2 If the Premises, or part thereof requested for use, is available at the requested time then the Council will grant the request at no additional cost to the Licensee.

11. NO WARRANTY AS TO USE – SITE SAFETY INSPECTION CHECKLIST

- 11.1 Council does not warrant that the Premises is or will be suitable for the Permitted Use during the Term. The Licensee is responsible for making its own determination as to the suitability of the Premises prior to each use of the Premises. The Licensee must complete and sign the 'Site Safety Inspection' checklist (pursuant to Rule 2 set out under Annexure D) prior to each use of the Premises as outlined above, and if the Licensee does not do so then the Licensee's subsequent use of the Premises is deemed to be an unauthorised use of the Premises, and as a result Council is indemnified against any claims that may be issued against Council and/or the Licensee from such

Community Facility Licence - SLAC

unauthorised use.

- 11.2 Council may, in its reasonable opinion, suspend this Licence if it is of the reasonable opinion that due to circumstances outside of its control, such as inclement weather, use of the Premises would be dangerous to the Licensee, its members and members of the public. In such instances, Council is in no way liable to the Lessee for any loss of income or consequential loss.

Community Facility Licence - SLAC

ANNEXURE C – PROFIT DISTRIBUTION MODEL

1. CALCULATION AND DISTRIBUTION OF PROFIT SHARE

- 1.1 The Licensee is one of three main licensees of the Premises, together known as **the Clubs**.
- 1.2 The Council will be responsible for operating the kiosk and bar located within the Centre.
- 1.3 All revenue generated through the sale of food and beverages at the kiosk and bar will be paid into a nominated bank account of Council's (**Holding Account**).
- 1.4 The Council will at times invite the Clubs to assist with operating a barbeque during club events at the Centre, as part of the operation of the kiosk, and all proceeds generated by the barbeque will be processed through the kiosk point of sale system and paid into the Holding Account in the same way as all other revenue.
- 1.5 On a quarterly basis, the Council will distribute an amount from the Holding Account to the Clubs (**Profit Share**). For the first year of the Term, the Profit Share that each of the Clubs will receive is a fixed amount, based on the past performance of each of the Clubs with respect to kiosk sales. This fixed amount will be reviewed for each subsequent year of the Term at the Council's discretion.
- 1.6 The Licensee's Profit Share for the first year of the term is \$1,529.02 per quarter.
- 1.7 Notwithstanding 1.5 and 1.6 above, Council will review the funds held in the Holding Account on a quarterly basis and determine the total amount of profit generated at the Centre for that quarter (**Quarterly Profit**). If the Quarterly Profit exceeds the combined fixed Profit Share for the Clubs for that quarter, then:
 - a) the net profits generated through barbeque sales (refer to 1.4 above) will be distributed among the Clubs on top of the usual payment of the Profit Share. The additional amounts to be distributed will be calculated by the Council, taking into account the percentage of the additional amount that the Council estimates to be attributable to the Licensee; and
 - b) the Council will retain the additional profit generated by the kiosk and bar sales for the purpose of:
 - i) contributing to the Sinking Fund (see Special Condition 6); or
 - ii) offsetting any costs associated with the Centre,
 as it sees fit.

2. GENERAL

- 2.1 If the Licensee is in breach of this Licence or owes any money to the Council in any other capacity, then the Council may withhold payment of the Profit Share at its discretion.

Community Facility Licence - SLAC

- 2.2 The parties acknowledge and agree that the profit share arrangement under this Licence may be subject to review and change during the Term at the Council's absolute discretion.

Community Facility Licence - SLAC

ANNEXURE D – RULES

1. When utilising the running tracks at the Centre, the Licensee must at all times comply with the Rekortan/Polytan rules with respect to appropriate footwear, surface protection and traffic movement/loading guidelines, a copy of which are included with this annexure as Schedule 1.
2. The Licensee must ensure appropriate safety inspections are completed prior to any event at the Centre. This will involve completing a prescribed 'Site Safety Inspection' checklist that will be provided by the Council, and will be in substantially the same form as that included with this annexure as Schedule 2.
3. At the completion of an event, the Licensee must carry out a thorough inspection of the Premises and carry out any necessary maintenance work.
4. When utilising the Gator vehicle located at the Centre (which vehicle falls under the definition of Council's Equipment) the Licensee must at all times comply with the Gator and Trailer Safe Operating Procedure brochure, a copy of which is included with this annexure as Schedule 3.

Community Facility Licence - SLAC

ANNEXURE D – SCHEDULE 1

REKORTAN/POLYTAN TRACK RULES



Spike Rules

Polytan only permit 'Pyramid' or 'Christmas Tree' spikes (also called *compression tiered spikes*) to be used on the track for athletic activity.

These spikes will provide ideal performance for athletes on your Rekortan® or Spurtan® surface. They are designed to compress the surface rather than dig in, providing energy restitution to the athlete, especially for sprinting events and result in less damage to the track surface due to the flatter profile and therefore lower point load than other spike options.

Maximum length spikes are essential to performance and track longevity.

- Running activity maximum of 7mm
- Throw and Jump activity maximum of 9mm

Supervision and attention of activity at start locations is strongly recommended to ensure minimisation of damage from starting blocks.

Due to the variety of systems specific recommendations are not possible other than spikes should be of the above nature and the usage of them advised to athletes and facility users.

Start locations for sprinting activity are subjected to high wear and as such will require some rectification work prior to full resurfacing of the track. Control of the activity in these locations and lateral thinking by moving regular 'sprint start training activity' to less used areas of the track (rear straight, behind marshalling area at 100m hurdle start, etc) will reduce the need for expensive part-resurfacing works.

Minimise Surface Damage

Through regular athletics competition the inside lanes are subjected to more wear than the remainder of the track. To help spread usage across the entire track surface and prevent premature wear of the inner lanes, training access to the 1st and 2nd lanes should be restricted.

This can be done effectively with lockable barriers installed adjacent to the inside of the track. If these cannot be installed, then temporary measures such as bollards, traffic cones or movable barriers should be used to regulate track usage during training activity.

Many athletics tracks are installed with additional sprint facilities incorporated on the rear straight. To reduce stress on the main sprint event starting positions, sprint training should be conducted on the rear straight, where possible.

Community Facility Licence - SLAC



polytan

Traffic Movement and Loading

Vehicles should be allowed on the track surface as minimally as possible for maintenance, access to infield, setting up events during training and competition and the like.

Your track surface and warranty will be affected by:

- Oil or fuel spills or drips onto the surface.
- Sudden starting or twisting of wheels under load.
- Excess traffic loading

Any vehicle accessing your track must not allow oil, fuel or other fluid leaks onto the track surface. If such a leak does occur, wash the area immediately with a neutral pH, non-foaming detergent and flush thoroughly with cold water.

With regard to moving vehicles and weight the following generally applies:

- ONLY use vehicles with pneumatic tyres,
- Total weight of the loaded vehicle should NOT exceed 4 tonne
- Average load per wheel must NOT exceed 1 tonne
- Where any uncertainty exists with vehicle type or loading, dual layers of plywood can be laid in a brick-bond pattern to spread the load and eliminate point loading.
- Vehicle operators must be advised:
 - No sudden twisting or turning of wheels.
 - No quick starting / stopping on the surface.
 - No turning wheels whilst on the track surface.
 - Planks or rails must be used when taking a loaded vehicle across the internal drainage at all times, to avoid damage to this structure.
 - The raised aluminium track kerbing is not trafficable and kerbing sections must be removed to enable vehicle access to infield,
 - It is highly recommended an access point and path be determined prior to crossing the track edge.
 - Avoid heavy traffic on your track in hot weather (above 30° C)




Rekortan at Victorian State Athletic Centre

Community Facility Licence - SLAC

ANNEXURE D – SCHEDULE 2
SITE SAFETY INSPECTION CHECKLIST

Bridgestone Athletics

Site Safety inspection



Organisation Name: _____

Person conducting assessment: _____

Phone number: _____ Position: _____

Date of assessment: _____ Time of assessment: _____

☐ Walk track, assess for damage. Report any damage immediately

Damage: _____

Reported: ☐ Yes ☐ No

☐ Rake sand pits, assess for sharps

☐ Pit 1 ☐ Pit 2 ☐ Pit 3 ☐ Pit 4

☐ Inspect inner field for hazards including divots or sharps

Hazards found: _____

Hazard removed: ☐ Yes ☐ No

Reported: ☐ Yes ☐ No

☐ Inspect throwing nest, ensure ropes are secured

☐ Discus ☐ Hammer Throw

☐ Ensure mats are secure and free from damage

☐ High Jump 1 ☐ High Jump 2
☐ Pole Vault

☐ If using the Gator ensure all drivers have read and signed the conditions of use

☐ Ensure steeple chase covers are removed and pits are filled with potable water (if required)

Name: _____

Signature: _____


Community Facility Licence - SLAC

ANNEXURE D – SCHEDULE 3

GATOR AND TRAILER SAFE OPERATING PROCEDURE

Bridgestone Athletics

Safe Operating Procedure



Gator and Trailer

Date of assessment: 08/06/2021 Review date: 08/06/2022

Safety Warnings:

ROLLOVER OR FALLING OFF MAY CAUSE DEATH

- Check over vehicle prior to driving.
- Before using vehicle, read operating instructions below.
- Do not start vehicle until all occupants are seated.
- Remain seated and hold on to the seat handle while moving.
- Two (2) persons per seat maximum.
- Operate from driver side only
- Do not operate on public roads.
- Keep entire body inside vehicle while moving.
- Driving speed limit – 10 km per hour
- Drive slowly when turning or driving down slopes.
- Use breaks to reduce speed when coasting down slopes.
- Never stand in front or behind vehicle

Operation Instructions:

Before operating the gator determine the access path prior to starting the Gator; Open gates and remove aluminium rails where required.

- Turn the key to the desired position and be sure nothing is in your path.
- While vehicle is stopped, select direction by placing key in desired position.
 - F = Forward
 - N = Neutral
 - R = Reverse (buzzer will sound)
- Vehicle will start moving when accelerator pedal is depressed.
- Slowly depress accelerator pedal to increase speed. Park brake will release when accelerator pedal is depressed.
- **Do not turn vehicle sharply while on the Athletic Track**
- Avoid stopping the gator on the athletics track. If stopping on the track is unavoidable slowly depress the accelerator pedal to ensure slow and careful movement, preventing damage to the track.
- To stop; release accelerator pedal and depress brake pedal.
- After stopping, firmly depress park brake until it locks.
- Turn key into neutral position.
- Turn the key "OFF" and remove key when not in use.

Community Facility Licence - SLAC

Additional Notes:

Make sure the charger is plugged in at all times when vehicle not in use.

Beware of weather hazards

Sun protection – use broad rim hat, wear adequate clothing for sun and wet weather conditions

Do not drive during storm conditions

All users must hold a South Australian Driver's License and be over the age of 18 years.

I have read and understood this document and will abide by all operating instructions indicated within this document:

Name: _____

Signature: _____

Contact Number: _____

Office Use Only:

Drivers Licence Sighted: ☐ Yes ☐ No

Sited by: _____

Signed: _____

Date: _____

Community Facility Licence - SLAC

ITEM	5.1.6
	COMMUNITY WELLBEING AND SPORT COMMITTEE
DATE	19 October 2021
HEADING	Age Friendly Strategy 2022-2027
AUTHORS	Myfanwy Mogford, Diversity & Inclusion Project Officer, Community Development Vesna Haracic, Manager Community Health & Wellbeing, Community Development
CITY PLAN LINKS	1.2 The health and wellbeing of our community is a priority 1.3 People are valued and they feel safe, included and connected 4.4 We plan effectively to address community needs and identify new opportunities
SUMMARY	This report presents the Age Friendly Strategy 2022-2027 for Council adoption. The Strategy has recently been developed following desktop review of the Age Friendly Strategy 2015-2020, a review of World Health Organisation Age Friendly City advice and community consultation. Following adoption, staff will commence implementation of the strategy and provide annual reporting to Council at the end of each financial year for the duration of the Strategy.

RECOMMENDATION

That Council:

1. Adopts the Age Friendly Strategy 2022-2027 as contained in Attachment 1 to this report (Community and Wellbeing Committees 19/10/2021, Item No. 5.1.6).
2. Notes that staff will report annually at the end of each financial year for the duration of the strategy.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Age Friendly Strategy 2022-2027
2. Age Friendly Strategy Edits
3. Age Friendly Strategy Consultation Report

1. BACKGROUND

- 1.1 City of Salisbury has recently developed its Age Friendly Strategy 2022-2027. This Strategy supersedes the Age Friendly Strategy 2015-2020. The update was informed by a desktop analysis, review of World Health Organisation's Age Friendly Domains and community consultation.
- 1.2 In 2016, the World Health Organisation recognised City of Salisbury as an Age Friendly City. This reflected Council's successful implementation of its Age

Friendly Strategy 2015-2020. For City of Salisbury to maintain its WHO Age Friendly City status and contribute to the City's vision: Salisbury – a progressive, sustainable and connected community, including the direction to be 'a welcoming and liveable City', it is important that there is an age friendly strategic framework in place.

2. CONSULTATION / COMMUNICATION

2.1 Internal

- 2.1.1 Manager Community Health and Wellbeing
- 2.1.2 Manager Community Capacity and Learning
- 2.1.3 Manager Sport, Recreation & Community Planning
- 2.1.4 Team Leader Social Policy and Planning
- 2.1.5 Human Resource Business Partner L&D
- 2.1.6 Project Manager Community Experience
- 2.1.7 Manager Property & Buildings
- 2.1.8 Manager Infrastructure Management
- 2.1.9 Volunteer Development Officer
- 2.1.10 Emergency Management Project Coordinator
- 2.1.11 Inclusion Project Officer
- 2.1.12 Economic Development & Urban Policy
- 2.1.13 Manager Strategic Development Projects
- 2.1.14 Corporate Communications
- 2.1.15 Community Health and Wellbeing Division

2.2 External

- 2.2.1 Salisbury Seniors Alliance
- 2.2.2 COTA Conversations Participants
- 2.2.3 Salisbury Intercultural Community Alliance
- 2.2.4 General public via online survey

3. REPORT

- 3.1 The Age Friendly Strategy 2022-2027 has been prepared for Council's review.
- 3.2 The update of the Strategy involved a review of the Age Friendly Strategy 2015-2020, a desktop analysis of the World Health Organisation's Age Friendly City domains and research, and community consultation. Consideration for the City Plan 2035 and other corporate strategic plans also informed the development of the 2022-2027 Strategy.
- 3.3 In the last annual report in 2020 updating Council on progress towards implementing of the Age Friendly Strategy 2015-2020, it was noted that the implementation of the strategy was largely on track; with:

- 3.3.1 66 actions complete / ongoing
- 3.3.2 7 actions in progress
- 3.3.3 0 actions needing additional attention
- 3.3.4 5 actions not applicable due to external factors e.g. State Government funding
- 3.4 The 2020 report indicated that the majority of actions remain relevant and achievable by Council however there was an opportunity to consolidate several actions and remove other actions that were not applicable due to ceased funding or actions that are addressed in other corporate strategies.
- 3.5 The desktop analysis of World Health Organisation's Age Friendly Cities advice showed that the 8 domains of Age Friendly Cities (outdoor spaces and buildings, transport, housing, community support and health services, communication and information, civic participation and employment, respect and social inclusion, social participation) have not changed, and the domains remain relevant to the City of Salisbury.
- 3.6 Given the currency of the existing strategy and the unchanged World Health Organisation's 8 domains, the purpose of community consultation was to invite feedback to help identify priorities, consolidate actions or actions addressed elsewhere, remove outdated actions, and identify any new or emerging priorities.
- 3.7 Overall, the approach taken endeavoured to simplify the strategy to enable a more focused, thorough and effective implementation. The consultation approach, timing and scope was condensed due to Covid restrictions.
- 3.8 Community consultation was conducted between September 2020 and January 2021. A total of 67 participants provided feedback in the form of focus groups, a large forum (COTA Conversations), phone interviews, email responses, and an online survey (refer to table below).
- 3.9 The following table outlines the stakeholders, IAP2 (International Association for Public Participation) Engagement, date of consultation and respective number of participants.

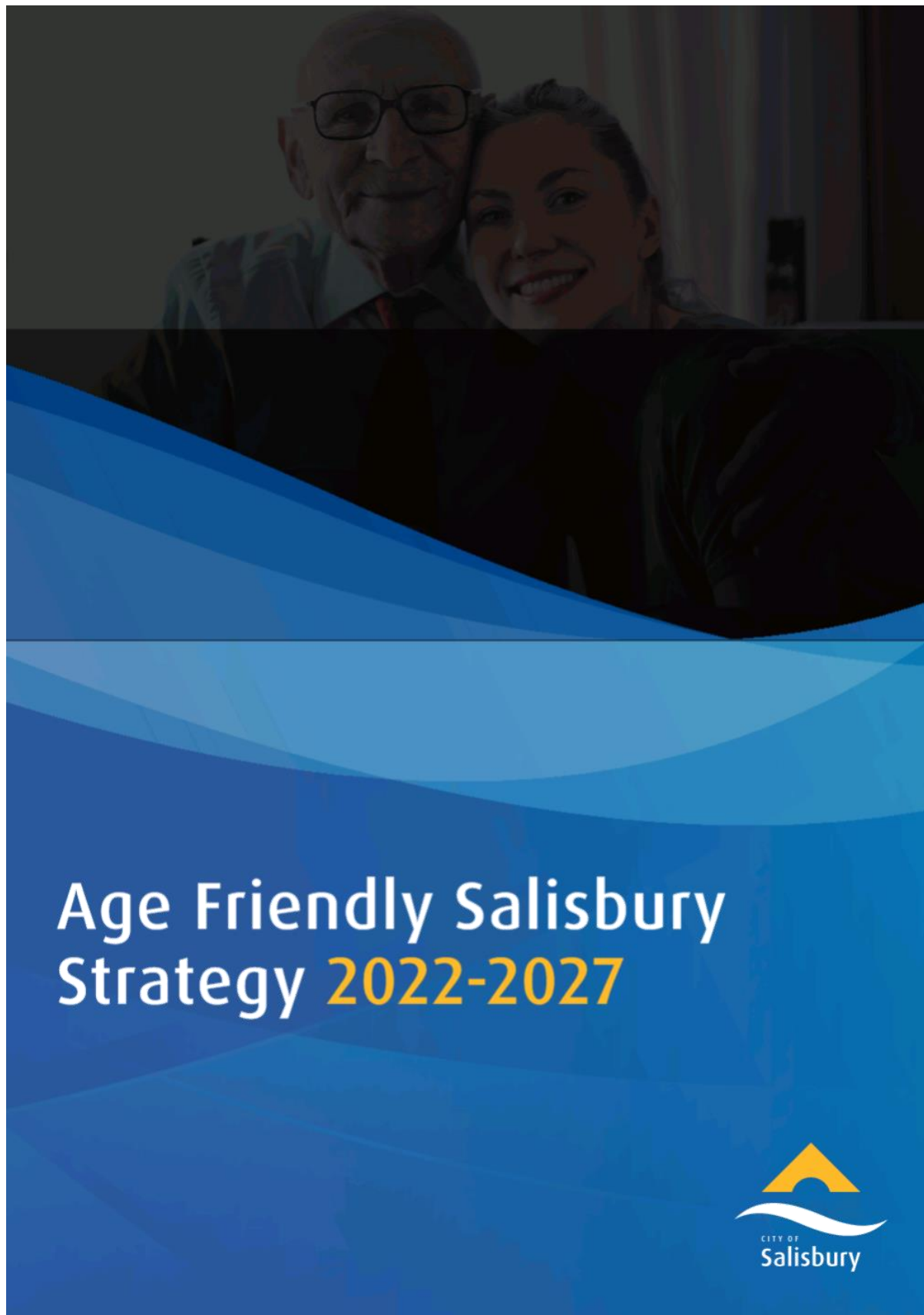
Stakeholder	Date	Number of people
Salisbury Seniors Alliance	22 September 2020	8
COTA Conversation	8 September	40
Phone Interviews / email interview	10-15 September	4
SICA	14 December	3
Online survey	January 2021	12
Total:		67

- 3.10 The consultation findings, analysis and subsequent proposed changes are explained in the Consultation Report. In summary, as a result of the consultation:
 - 16 actions were removed either by consolidating them with similar actions, removing outdated or non-applicable actions, or removing actions that are addressed in other corporate strategic documents.
 - 20 actions were amended to reflect community priorities

- Three new actions were developed:
 - *4.11 Provide a range of social activities that are appealing and inclusive of diverse gender, culture, language and interests. Improve inclusivity of formerly 'Men's Shed' activities to people of all gender.*
 - *5.6 Provide a culturally safe environment for social programs and services to encourage inclusion and integration of people of diverse cultures e.g. accommodating dietary, cultural and religious requirements.*
 - *5.7 Advocate for LGBTI+ inclusion e.g. training for staff and volunteers, inclusive language and forms and consideration of Rainbow accreditation standards.*
- Considerable edits to the text throughout the strategy as well as updated local photographs. For example, the newly identified priorities of technology, communication, social media, cultural safety and amenity are reflected throughout the document. Other elements, such as the structure of the strategy have been intentionally left as outlined in the 2015-2020 strategy for consistency in annual reporting and to enable staff to more astutely monitor progress.
- Following the changes, stakeholders within the organisation were consulted to confirm the proposed changes and commitment for the next five years.

4. CONCLUSION / PROPOSAL

- 4.1 The Age Friendly Strategy 2022-2027 has been developed following meaningful community consultation, a desktop analysis of World Health Organisation's Age Friendly City domains and review of the City Plan 2035 and Age Friendly Strategy 2015-2020.
- 4.2 Staff will commence implementation of the Strategy following Council adoption and will provide annual reporting at the end of each financial year for the duration of the strategy.





Contents

Mayor's Foreword	4
Why do we need an Age Friendly Strategy?	7
What is Active Ageing?	7
Context	8
The Longevity Revolution	8
World Health Organisation response to Longevity	8
South Australian Government Response	9
City of Salisbury Strategic Context	9
Our Community	10
Age Friendly Achievements	10
City of Salisbury Ageing Snapshot	11
Developing the Strategy	12
Consultation Process	12
Consultation Snapshot	13
Review and Update	13
Strategy	14
Vision	14
Age Friendly Salisbury – Who is Responsible?	15
Domains	16
Outdoor Spaces and Buildings	18
Transport	19
Housing	20
Social Participation	21
Respect and Social Inclusion	22
Civic Participation and Employment	23
Communication and Information	24
Community Support and Health Services	25
Translating into Action	26
Conclusion	27
Age Friendly Salisbury Action Plan	28

Mayor's Foreword

Ageing well in the City of Salisbury

The City of Salisbury is committed to ensuring that people of all ages and stages of life can age well within our City. This Age Friendly Strategy 2022-2027 sets the framework for Salisbury to deliver physical and social services that are accessible for people of all ages, and builds upon what has already been achieved by the Age Friendly Strategy 2015-2020.

The Age Friendly Strategy 2022-2027 is based on the World Health Organisation's (WHO) 8 domains of an age friendly city: Open Spaces and Buildings, Transport, Housing, Social and Civic Participation, Employment and Volunteering, Respect and Social Inclusion, Communication and Information and Community Support and Health Services. It is reflective of extensive and meaningful local community consultation.

The World Health Organisation recognised City of Salisbury as an Age Friendly City in 2016. In a world where life expectancy is increasing and communities are ageing, local governments play a critical role in ensuring the accessibility of a city for its residents so that there are opportunities and facilities for people of all ages to live well.

An Age Friendly world as described by WHO is one that is 'adding life to years.'

It is our vision to ensure Salisbury is a place that enables people of all ages to actively participate. It is a place that treats people of all ages, cultures and backgrounds with respect. It is a place that makes it easy to stay connected to those around



you and those you love. It is a place that helps people stay healthy and active at all ages. And it is a place that helps those who require support and care to live with dignity and enjoyment.

This strategy has been developed with extensive input from older people in Salisbury.

Gillian Aldridge, OAM
Mayor City of Salisbury



City of Salisbury 5

Age Friendly Salisbury Strategy 2022-2027



6 City of Salisbury

Why do we need an Age Friendly Strategy?

The *City Plan 2035* contains the vision for Salisbury to be 'a progressive, sustainable and connected community'.

The Age Friendly Strategy 2022-2027 plays a key role in facilitating Salisbury as a place where people of all ages can feel connected to their community. In 2015, the City of Salisbury developed its first Age Friendly Strategy and in 2016 was formally recognised by the World Health Organisation as an Age Friendly City. This strategy sets the framework for Salisbury to continue to improve as an Age Friendly City that enables its residents of all ages to live a good life.

To continue to fulfil this commitment, the City of Salisbury has updated its Age Friendly Strategy to guide us for the next five years (2022-2027). It continues to support and encourage active ageing, which is defined by the World Health Organisation as the 'process of optimising opportunities for health, participation, security and life-long learning in order to enhance the quality of life as people age'.

What is Active Ageing?

Active ageing allows people to realise their potential for physical, social, and mental wellbeing throughout their life course and to participate in society, while providing them with adequate protection, security and care when they need it.

The word "active" refers to participation in social, economic, cultural, spiritual and civic affairs, not just the ability to be physically active or to participate in the labour force. Older people, for example those who retire from work, can remain active contributors to their families, peers, communities and nations. Active ageing aims to extend healthy life expectancy and quality of life for all people as they age.

"Health" refers to physical, mental, social and spiritual wellbeing and it means maintaining autonomy and independence for older people.

Ageing takes place within the context of friends, work associates, neighbours and family members. This is why interdependence as well as intergenerational solidarity are important components of active ageing.

Context

The Longevity Revolution

We are living longer and healthier lives. This development in the recent history of our society is sometimes referred to as the *Longevity Revolution*. Population ageing is across all continents and is particularly evident in developed countries.

The life expectancy in Australia in 2018 was 81 years for men and 85 years for women. This compares with the average life expectancy in 1910 of 55 years for men and 58 years for women. Thus people can expect an additional 26 plus years of life on average. This is the longevity revolution and for many people traditional retirement at 65 years could include another 20+ years, many of which is now lived in good health.

Our society needs to adapt to this revolution to ensure we make the most of the opportunity it presents. We need to enable participation throughout life so that people can feel confident as they age and can remain active within their family, friendship circles and the wider community.

World Health Organisation response to Longevity

The World Health Organisation's Global Network of Age Friendly Cities project worked with older people throughout the world to identify the features of cities that make them good to grow old in. This project was able to identify 8 domains that are universal to creating an Age Friendly City. These domains provide the framework for the goals and strategies outlined in this document.



South Australian Government Response

SA Health has recently renewed its age friendly strategy with 'South Australia's Plan for Ageing Well 2020-2025'. This plan is reflective of the World Health Organisation Age Friendly City movement. It covers key themes such as tackling ageism, supporting accessibility and diversity, collaboration and community.

City of Salisbury Strategic Context

The City of Salisbury City Plan 2035 is the framework for the City of Salisbury moving forward and achieving the vision: *Salisbury - a progressive, sustainable and connected community*. One of the key directions to guide Salisbury in achieving this vision is to be 'a welcoming and liveable City'.

This Age Friendly Strategy 2022-2027 plays a key role in achieving this direction by enabling people to live well at any and all ages, and is relevant to every resident and visitor in the City of Salisbury.



Our Community

Our Community

South Australia's population is ageing faster than any other Australian mainland state. The 2016 Census reported that the City of Salisbury had a population of 137,979 people with a median age of 35. Although the City of Salisbury's population is younger than that of other metropolitan Councils, it is still ageing. In the 2016 Census, 31.8% of residents were aged over 50, compared to 29.8% in 2011.

This Age Friendly Strategy 2022-2027 has been designed in consultation with local residents and considers the demographic data of the Salisbury area. The population of the City of Salisbury is culturally and linguistically diverse; with 36% of the City of Salisbury's population born outside of Australia and 27% speaking a language other than English at home. The top countries of birth include England, India, Vietnam, Afghanistan and the Philippines. This data is continually changing. Over half of new refugee and migrants entering South Australia are settling in the Salisbury region, with many new arrivals coming from Myanmar, Africa and Afghanistan. Approximately 2% of the population identify as Aboriginal and/or Torres Strait Islander peoples.

Demographic and lifestyle trends are seeing household composition and lifestyle changes which reinforce the need for inclusive and age friendly cities. In the City of Salisbury, 25% of people live alone, 17% of homes do not have internet connection, and 30% of residents rent their homes, so well connected communities, appropriately sized housing options and accessible services are important to enable people to happily age in place.

Age Friendly Achievements

In 2016, the World Health Organisation recognised the City of Salisbury as an Age Friendly City due to its successful and ongoing implementation of its Age Friendly Strategy 2015-2020. This means the City of Salisbury is a member of a network of 1114 Age Friendly Cities from 44 countries, enabling information sharing, access to advice and the opportunity to showcase and recognise our achievements on a global scale.

A major achievement of the 2015-2020 Strategy was the establishment of the Salisbury Seniors Alliance, which continues to operate and enhance the City of Salisbury as an age friendly city. The Alliance is an important platform for older residents to work with Council and provide a resident perspective. The Salisbury Seniors Alliance has approximately 10 members who meet bi-monthly with Council staff to discuss age friendly priorities, opportunities and to have their say on Council projects and decisions.

Achievements of the Salisbury Seniors Alliance include:

- *Influencing the design of the Salisbury Community Hub ensuring an age friendly design, signage, furniture, customer service model and function*
- *Raising awareness of single use plastic consumption by leading an intergenerational exhibition with local primary school students*
- *Providing advice to the Office of Ageing Well to inform the Age Friendly Customer Service Guidelines*
- *Collaborating with Council to improve wayfinding and signage within the City*
- *Advocating for safer footpaths and education around mobility scooters.*



Developing the Strategy

This strategy is based on the World Health Organisation's (WHO) Global Network of Age Friendly Cities initiative, a partnership with the University of South Australia and ongoing consultation with City of Salisbury residents. It is a plan developed *with* older people, not *for* older people.

A fundamental principle to develop an Age Friendly City is the importance of going directly to the source to understand how to improve our City. In 2020 and 2021, we conducted community consultations to update the Age Friendly Strategy 2015-2020 to ensure it was representative of today's priorities. Over 50 people were consulted during the strategy update and approximately 350 people were consulted in the development of the original strategy.

Consultation Process

Given the World Health Organisation's domains of an Age Friendly City have not changed and over 350 people were consulted in the original plan, the purpose of the 2020/2021 consultation was to review and update the existing strategy rather than create a new plan. The consultation process targeted key stakeholders and the general public.

Information and the invitation to participate in the consultation was promoted via Council's website, Council's social media, articles in Discover Salisbury magazine, Salisbury Seniors magazine, flyers in hard and soft copy, and via targeted promotion to key stakeholders including the Salisbury Seniors Alliance, the Salisbury Intercultural Community Alliance, SA Northern Collaborative Network and Youth Council.

A variety of consultation methods and levels of engagement were used, including targeted focus groups, one on one interviews, community meetings and an online public survey.

The consultation questions were structured around the WHO 8 domains of an age friendly city. Participants were asked what the most important aspect of each domain was in relation to growing older in the City of Salisbury. Participants were given ample background information to enable them to contribute informed and meaningful feedback.

Consultation Snapshot

Overall, the consultation participants agreed that the domains and themes of the Age Friendly Strategic Plan 2015-2020 remain largely relevant moving forward into its next iteration. The consultation findings were collated and thematically analysed, highlighting the key priorities as well as new areas of priority moving forward.

As a result of the consultation and review, some actions were able to be consolidated. Other existing actions were amended to reflect new and emerging trends, for example emphasising the importance of access to technology. Three new actions were developed to respond to consultation findings which showed that cultural safety, LGBTQIA+ inclusion and gender inclusivity were important to our population:

- 4.11 *Provide a range of social activities that are appealing and inclusive of diverse gender, culture, language and interests. Improve inclusivity of formerly 'Men's Shed' activities to people of all genders.*
- 5.6 *Provide a culturally safe environment for social programs and services to encourage inclusion and integration of people of diverse cultures, e.g. accommodating dietary, cultural and religious requirements.*
- 5.7 *Advocate for LGBTQIA+ inclusion e.g. training for staff and volunteers, inclusive language and forms and consideration of Rainbow Tick accreditation standards.*

Domain	Key themes from 2020/2021 consultation
Outdoor spaces and buildings	Safety, accessibility, amenity, greenery, comfort
Transport	Walkability, safety, age friendly parking, accessibility, affordability
Housing	Accessibility, right sizing, affordability, proximity to greenery and services, safety
Community support and health services	Accessibility, transport, communication
Communication and information	Choice in communication mediums, technology, language, ease of access
Civic participation and employment	Volunteering opportunities, participation, inclusion, involvement
Respect and social inclusion	Inclusion, communication, cultural safety
Social participation	Variety and opportunity, inclusion, social media

Review and Update

Following the consultation and desktop review of the strategy, the plan was revised and updated. A total of 20 actions were updated and 16 actions were removed as they had been completed, consolidated, or captured in other organisational strategic plans.

Further details about the consultation and results are available in the Age Friendly Strategy Consultation Report 2021.

Strategy

Vision

Salisbury is a great place to grow old in, where people of all ages are valued and have a strong sense of belonging.

The Age Friendly Strategy is guided by the following principles:

- **Rights based** – we believe all older people have the right to enjoy a safe, fulfilling and enjoyable life free from all forms of harm at home and in the community.
- **Inclusion** – we support and promote a culture of accessibility and inclusion so every older person has the opportunity to participate and be engaged in life.
- **Partnership approach** – we will partner with Salisbury Seniors Alliance, community members, government, not for profit organisations, learning institutions and businesses to work together to create age friendly environments.
- **Intergenerational** – we will value and encourage intergenerational connections as an important part of everyday life.
- **Innovation** – we will foster and embrace innovative approaches and solutions to maximise the quality of life for older people.
- **Strengths based approach** – we will focus on the wisdom, capacities, knowledge, interests, networks and passions of older people to enhance their quality of life and to strengthen our community.
- **Population health approach** – we will enhance the communities' health and wellbeing by delivering initiatives that prevent illness, promote health and prolong life.



Age Friendly Salisbury – Who is Responsible?

Achieving an Age Friendly Salisbury requires a partnership approach. These partnerships include with older people themselves, State and Commonwealth levels of government, the business community and the non-profit sector, to create an environment and provide services that will support residents to live well and grow old in Salisbury.

This includes many areas that the City of Salisbury can lead, such as in the provision and maintenance of roads, footpaths, public places and parks.

In other areas, such as the provision of health services or improving respect for older people, the role of Council will be more as a facilitator or advocate. In implementing this strategy, Council aims to be a conduit and central focus for bringing these partners together to enhance our city.

The Age Friendly Strategy 2022-2027 is closely aligned to the City of Salisbury's vision – a *progressive, sustainable and connected community*, and in particular the key direction of being 'a welcoming and liveable City'.



Domains

The eight domains of an Age Friendly City have been identified by the World Health Organisation and supported by the local community. These are:

- Outdoor Spaces and Buildings
- Transportation
- Housing
- Social Participation
- Respect and Social Inclusion
- Civic Participation and Employment
- Communication and Information
- Community Support and Health Services

These domains exist interdependently and are important individually as well as for each other. Council can lead and advocate for actions under each domain.





Outdoor Spaces and Buildings



The design of outdoor spaces and buildings is a major determinant of how age friendly a city is. Design shapes how accessible and comfortable our environment is, which has a major impact on the ability of one to 'age in place' and remain independent. The World Health Organisation highlights access to greenery and nature as one of the most valued age friendly city features, as well as well-designed and connected pedestrian networks with shade, seating and safe walking surfaces. Age friendly designs significantly contribute to Community Health & Wellbeing and enable people to live active lives.

Council's role

Council develops and maintains the physical environment and public buildings.

What we do well

- Regular footpath audits quantify the overall condition of footpaths and identify priorities for action
- Ensure Disability Discrimination Act compliance of new and existing buildings
- Provide attractive open and public spaces

What you told us was important

- Smooth wide footpaths on logical pedestrian routes
- Attractive, well-lit and maintained public spaces
- Adequate and shaded Age Friendly seating at regular intervals
- Traffic calming measures

Goal

An age friendly Salisbury has attractive, safe and accessible outdoor spaces and buildings that encourage active participation and enjoyment by older people.

We will do this by

- Improving and creating inclusive and inviting outdoor spaces and buildings across the City of Salisbury

Transport



Access to regular, safe, affordable and accessible transport is a critical element in supporting older people to remain physically active and socially connected. It is essential to support people's ability to continue to live independently through accessing shops, medical and health facilities, and recreation and leisure opportunities.

Council's role

In this domain Council has a role in advocating for appropriate transport services with public and private transport service providers; provision and coordination of community transport; responsible traffic management, local road networks, and car parking including accessible parking.

Goal

An age friendly Salisbury has regular, affordable and accessible transport options that support older people to actively participate, connect and enhance quality of life.

We will do this by

What we do well

- A range of public and private transport options are available
- Mini buses provide door-to-door transport to enable older people to attend activities

- Supporting initiatives that create effective, safe and accessible transport options for older people
- Providing community education initiatives to enable greater access by older people to transport

What you told us was important

- Ability to get around the city
- Safe and walkable neighbourhoods
- Availability of designated seniors/disability parking
- Access to a range of suitable public and private transport options

Housing



Housing is essential to safety and wellbeing. The WHO consultation with older people reinforced the link between access to appropriate housing on quality of life and independence. Appropriate housing and support services provide a critical foundation for older people to live well and age in place.

Council's role

In this domain, Council has a role to influence and advocate for the development of age friendly housing options and in delivering services to enable people to remain in their homes as they age through the Commonwealth Home Support Programs, funded by the Commonwealth Government.

What we do well

- A range of housing options are available
- Support service to assist people to remain in their homes as long as possible are available

What you told us was important

- A range of affordable and right sized housing options that remain appropriate as you age
- Information on what is available and accessible to all
- Support options to remain in your own home as long as possible

Goal

An age friendly Salisbury has appropriate and affordable housing options and supports to enable people to age in place.

We will do this by

- Contributing to support people to remain living independently and well in their community
- Contributing to the accessibility of appropriate and affordable housing options across the City

Social Participation



Social participation is critical to good health and wellbeing throughout all stages of life. Participation in leisure, social, cultural and/or spiritual activities in the community enables people to exercise their competence, create and maintain meaningful relationships, and enjoy respect and esteem. Older people who were consulted by WHO highlighted that for older people to have the capacity to participate, not only is the offering of activities required, but also the appropriate support, information and transport means to access the services.

Council's role

In this domain Council has a role in the provision of accessible facilities, activities, events and initiatives to social and cultural groups.

Goal

An age friendly Salisbury fosters opportunities for the diversity of the community to connect and participate throughout their lives.

What we do well

- A wide range of clubs and social activities are available
- Cultural and Linguistically Diverse (CaLD) social groups provide a valuable community support and information sharing function

We will do this by

- Strengthening the connections and participation of individuals and groups who previously have not accessed community activities and services
- Providing a range of affordable and accessible programs and activities
- Improving or creating accessible and supportive environments that encourage engagement, connectedness and participation
- Providing long life learning opportunities to build knowledge and capacity

What you told us was important

- Local clubs and community groups are valued as a way of being involved in the community
- A great range of groups, activities and opportunities for volunteering and working in Salisbury
- Organised social trips which provide enjoyable and affordable outings
- Libraries, community and seniors centres such as Jack Young Centre are a valuable resource

Respect and Social Inclusion



Respect and social inclusion was identified as one of the most important domains by older people. Many reported experiencing conflicting behaviour and attitudes towards them; some felt they are often respected, recognised and included, whilst at other times, they experienced a lack of consideration in the community, in services and in their families. This clash can be explained by changing societal norms, a decrease in contact between generations and widespread misunderstanding about ageing. Respect and social inclusion depends on more than just age, but intersections of culture, gender, health and economic status, religion and sexuality.

Council's role

In this domain Council will role model and promote respect and inclusion. It has a service provision role in reaching out to isolated members of the community.

What we do well

- Older people are consulted through clubs, libraries and community centres
- Council actively seeks the input of its residents in planning and decision-making

What you told us was important

- Older people want to be recognised and valued as a member of the community
- Respect and social inclusion for diverse communities, including but not limited to LGBTIQ+ persons, people from culturally and linguistically diverse communities, people with disability and people with health or dietary requirements
- Safety is a key concern for inclusion and participation in the community

Goal

An age friendly Salisbury actively engages, recognises and celebrates the valuable contribution of older people to community life.

We will do this by

- Providing a range of opportunities for older people to be involved in decision making
- Challenging any ageist stereotypes, attitudes and practices
- Celebrating the valuable contribution of Salisbury's diverse older people
- Proactively creating inclusive environments

Civic Participation and Employment



An age friendly community provides ample and meaningful opportunities for people of all ages to contribute to their communities through involvement in decision making processes, employment or volunteering. This provides valuable benefits, including a strong sense of self-worth and purpose and the ability to maintain social connections, health and wellbeing. WHO consultation found that older people would like to have more work opportunities and would like to see existing opportunities tailored to meet their needs. As well as the provision of opportunities, age friendly local governments also need to focus on removing barriers to participation.

Council's role

In this domain Council has a role in providing volunteer roles and actively involving the community in its decision-making.

Goal

An age friendly Salisbury will enable older people to participate in employment, volunteering and to actively contribute to decision making processes.

What we do well

- Provide opportunities for volunteering and civic participation

We will do this by

- Supporting, promoting and developing opportunities for older people to access volunteering and employment opportunities
- Recognising the contributions of older people
- Promoting and supporting the rights and abilities of older people to participate in civic life

What you told us was important

- A range of groups, activities and opportunities for volunteering and working in Salisbury
- Feeling part of the community
- Opportunities for older people to undertake paid work or self-employment

Communication and Information



Communication of information is an increasingly important domain for age friendly cities. As technology and communication mediums develop rapidly, it is critical that information is communicated in a variety of ways to suit people with diverse communication needs. Access to timely and practical information enables people to access the support and services they require to live well. Access to information is also essential for people to maintain their health, independence and sense of connection to community. A multifaceted approach to information sharing is required to reach people with varying capacities and resources.

Council's role

In this domain Council's role is the provision and dissemination of quality information in an accessible manner. Information mediums should consider cultural and language diversity, English literacy levels and that 17% of households are not connected to the internet.

What we do well

- Information is provided through networks, communities and seminars
- Information is translated in different languages
- Information is provided in hardcopy (newsletters, pamphlets etc) and online
- Assistance to access information through Libraries, Community and Seniors Centres

What you told us was important

- Information should be available in a variety of formats including in person, hardcopy and online
- That information is available to all people in the community, particularly those that may be isolated
- Personal face to face communication is valued
- Residents should be supported to learn about and access information on the internet

Goal

An age friendly Salisbury provides high quality, timely and accessible information to enhance older people's quality of life.

We will do this by

- Providing timely and appropriate information in a range of accessible formats

Community Support and Health Services



Community support and health services are vital for people to maintain their health, independence and participation in civic life. These services need to be respectful, affordable and valuable. The funding and organisation of many of these services is determined by other levels of government, so local government has limited scope within this domain. However, Council can play an important role in the delivery of some of these services and can advocate for quality services in other areas.

Council's role

In this domain Council directly provides some community support programs and services for older people and is a facilitator and partner with other service providers to ensure services are delivered appropriately within the community.

What we do well

- Extensive health services are available within the City
- Council provides a wide range of support services

What you told us was important

- Council has a range of tailored services available for older adults
- Ability to access council services near to home
- Consistent quality customer service is experienced in local shops and services
- Central and accessible location of local health services
- Availability of timely free health services

Goal

An age friendly Salisbury provides appropriate and accessible services to enable older people to maintain active and independent living.

We will do this by

- Actively collaborating at regional, state and national levels of government to ensure appropriate provision of community support and health services
- Providing accessible community support and health services for older people
- Responding actively to climate change

Translating into Action

These strategies and objectives provide a framework for continuing to build an age friendly approach to all of Council's policies, planning and services. Specific actions for each domain area are captured in the attached Action Plan.

Annual reporting to Council will help monitor and measure the success of the plan.

The Salisbury Seniors Alliance will continue to assist Council in implementing the strategy through identifying priorities and opportunities and their role as community leaders.



Conclusion

Overall, City of Salisbury residents have told us that Salisbury is a great place to live well and grow older in. In particular, residents appreciate the access to nature, local services, opportunities to participate in civic life and the sense of community in Salisbury. We have listened to what is important to our residents as they age and renewed this Age Friendly Strategy 2022-2027 to reflect current priorities. We will regularly evaluate the implementation of this strategy and seek feedback from the community, in particular through the Salisbury Seniors Alliance.

An age friendly Salisbury is one where people of all ages can live well and age in place. This strategy supports Salisbury in achieving its overarching 2035 vision, which is *'Salisbury – a progressive, sustainable and connected community'*.



Age Friendly Salisbury Action Plan

1. Outdoor Spaces and Buildings			
Goal: An age friendly Salisbury has attractive, safe and accessible outdoor spaces and buildings that encourage active participation and enjoyment by older people.			
Strategy		Action	Responsibility
Planning, creating and improving inclusive and inviting outdoor spaces and buildings across the City of Salisbury where possible.	1.1	Embed age friendly criteria into routine conditions and asset assessments of Council buildings, footpaths, parks and open space.	Infrastructure Management
	1.2	Include age friendly standards in the design and functionality of new Council infrastructure.	Strategic Development Projects Infrastructure Management Property & Buildings Community Health & Wellbeing
	1.3	Include adult fitness equipment within the scope of the reserve upgrade and play space renewal programs.	Infrastructure Management
	1.4	Ensure adequate and appropriate age friendly seating is available in high use and connecting areas, including sheltered seating in reserve upgrades and playspace renewal projects.	Infrastructure Management
	1.5	Enhance council's commitment to a safe, maintained and interconnected footpath and kerb ramp network ensuring low gradient footpaths where possible.	Infrastructure Management
	1.6	Ensure that lighting is provided in public areas and the connections between them.	Infrastructure Management
	1.7	Install wayfinding signage across the City to encourage walking and cycling. Consider incorporating symbols in signage where feasible.	Infrastructure Management
	1.8	Provide public toilets at regional level reserves where feasible and provide signage to existing neighbouring facilities at other locations where possible.	Infrastructure Management Property & Buildings

2. Transportation			
Goal: An age friendly Salisbury has regular, affordable and accessible transport options that support older people to actively participate, connect and enhance quality of life.			
Strategy		Action	Responsibility
Supporting initiatives that create effective, safe and accessible transport options for older people.	2.1	Advocate that public transport adequately services the changing needs of the community. This includes advocating to the Department of Infrastructure and Transport to change bus routes to where clusters of older people live.	Infrastructure Management Community Health & Wellbeing
	2.2	Improve accessibility and knowledge of community buses and specialised transport services and endeavour to provide public transport timetables in print at community centres and libraries.	Community Health & Wellbeing
	2.3	Explore the possibility of allocating senior parking spaces in partnership with Seniors Card.	Community Health & Wellbeing
	2.4	Delivery of forums and workshops for older people to ensure driving skills are maintained. RAA forums for people considering giving up their drivers license.	Community Health & Wellbeing

Age Friendly Salisbury Strategy 2022-2027

Age Friendly Salisbury Action Plan *cont.*

3. Housing			
<i>Goal: An age friendly Salisbury has appropriate and affordable housing options and supports to enable people to age well in place.</i>			
Strategy		Action	Responsibility
Contributing to support people to remain living independently and well in their community.	3.1	Deliver Council's Commonwealth Home Support Program at the current service levels which includes: home maintenance, home modifications, gardening and domestic assistance.	Community Health & Wellbeing
	3.2	Maintain Council's commitment to assistance with care and housing for older people in the northern metropolitan area who are homeless or at risk of becoming homeless through the ACHA program.	Community Health & Wellbeing
Contributing to the accessibility of appropriate and affordable housing options across the City.	3.3	Offer products in Council developments that suit the older age bracket including accessibility and affordability and advocate for a variety of dwelling types and sizes that are within proximity to services, nature and amenity.	Strategic Development Projects
	3.4	Inform the community about grants and products available to older people to increase their opportunity to secure appropriate and affordable housing.	Strategic Development Projects Community Health & Wellbeing

4. Social Participation			
Goal: An age friendly Salisbury fosters opportunities for the diversity of the community to connect and participate throughout their lives.			
Strategy		Action	Responsibility
Strengthening the connections and participation of individuals and groups who previously have not accessed community activities and services.	4.1	Expand and maintain the Salisbury Social Participation Cultural Programs to be inclusive of new and emerging communities.	Community Health & Wellbeing
	4.2	Through the Northern Collaborative Project: <ul style="list-style-type: none"> Investigate models of connectivity for older Australians who have limited social connections Supporting older Australians, their families and carers to engage with the aged care system through independent information sharing, provision and networking Supporting and building community care sector capability by delivering training and education aimed at enhancing the delivery of services that are responsive to client needs, including clients with diverse needs. 	Northern Collaborative Project
	4.3	Investigate ways of strengthening, empowering and celebrating the community by using the Asset Based Community Development (ABCD) approach in key places across the City.	Community Health & Wellbeing
Provide a range of affordable and accessible programs and initiatives.	4.4	Maintain a wellness approach into programs, services and activities offered in seniors centres and across the broader Salisbury community.	Community Health & Wellbeing

Age Friendly Salisbury Strategy 2022-2027

Age Friendly Salisbury Action Plan *cont.*

4. Social Participation <i>cont.</i>		
Strategy	Action	Responsibility
	4.5 Deliver information, communication and technology initiatives to increase the access and use of technology amongst older people. Provide technology classes for older people.	Community Capacity & Learning Community Health & Wellbeing
	4.6 Establish and facilitate social media opportunities for older residents and support residents to engage online i.e. Jack Young Centre Facebook Group.	Community Health & Wellbeing
	4.7 Deliver regular forums on topics of interest as identified by the Salisbury Seniors Alliance.	Community Health & Wellbeing
	4.8 Increase the availability of books, magazines and papers online and continue to provide in accessible formats including large print and audio and in other languages.	Community Capacity & Learning
	Encourage the use of e-readers to facilitate access to large fonts, audio and translated materials.	Community Capacity & Learning
	4.9 Enhance the home library service by attracting new customers.	Community Capacity & Learning
Improving or creating accessible and supportive environments that encourage engagement, connectedness and participation.	4.10 Ensure that every new or refurbished Council facility meets age friendly requirements.	Community Capacity & Learning Property & Buildings

4. Social Participation <small>cont.</small>			
Strategy		Action	Responsibility
	4.11	Provide a range of social activities that are appealing and inclusive of diverse gender, culture, language and interests. Improve inclusivity of formerly 'Men's Shed' activities to people of all genders.	Community Health & Wellbeing
Facilitating opportunities for lifelong participation in sport, recreation and other leisure activities.	4.12	Raise the profile of opportunities for older adults for lifelong engagement in sport, recreation and other leisure activities.	Community Health & Wellbeing
	4.13	Consult diverse age groups when planning sport and recreation infrastructure.	Community Planning
	4.14	Support community recreation clubs to engage with older adults, to promote opportunities for meaningful intergenerational exchanges including mentoring younger participants.	Community Health & Wellbeing
	4.15	Hold social participation programs at community recreation facilities to profile facilities and provide opportunities for engagement with physical activity.	Community Health & Wellbeing

Age Friendly Salisbury Strategy 2022-2027

Age Friendly Salisbury Action Plan *cont.*

5. Respect and Social Inclusion		
<i>Goal: An age friendly Salisbury actively engages, recognises and celebrates the valuable contribution of older people to community life.</i>		
Strategy	Action	Responsibility
Providing a range of opportunities for older people to be involved in decision-making.	5.1 Maintain the Salisbury Seniors Alliance to ensure that older citizens have a voice in the issues that affect their lives.	Community Health & Wellbeing
	5.2 Maintain support for the various consumer advisory groups e.g. Jack Young Centre, and seek advice from other groups as relevant e.g. RAP Working Group.	Community Development
	5.3 Continue Council's support for the Northern Collaborative Project (NCP).	Community Health & Wellbeing
Challenging any ageist, stereotypes, attitudes and practices.	5.4 Deliver positive stories through various media and promotional initiatives.	Community Health & Wellbeing
	5.5 Raise awareness of elder abuse by: <ul style="list-style-type: none"> Working in partnership with other agencies in the north Develop and implement protocols for Council staff involved in delivery of the CHSP to identify any older person at risk of, or suffering abuse of any kind, including emotional and financial abuse Promote safeguarding to older people to ensure that they can identify occasions of abuse. 	Community Health & Wellbeing
	5.6 Provide a culturally safe environment for social programs and services to encourage inclusion and integration of people of diverse cultures, e.g. accommodating dietary, cultural and religious requirements.	Community Health & Wellbeing Community Capacity & Learning

5. Respect and Social Inclusion <small>cont</small>			
Strategy		Action	Responsibility
	5.7	Advocate for LGBTIQ+ inclusion e.g. training for staff and volunteers, inclusive language and forms and consideration of Rainbow Tick accreditation standards.	Community Health & Wellbeing
Celebrating the valuable contributions of Salisbury's diverse older people.	5.8	Continue to provide opportunities for seniors to participate in creative arts.	Community Health & Wellbeing Community Experience & Relationships
	5.9	Celebrate and showcase the valuable contributions of older people in various media.	Community Health & Wellbeing Community Capacity & Learning
	5.10	Ensure training is available to support staff and volunteers to work with older people and deliver quality services.	People & Culture Community Health & Wellbeing

Age Friendly Salisbury Strategy 2022-2027

Age Friendly Salisbury Action Plan *cont.*

6. Civic Participation and Employment		
<i>Goal: An age friendly Salisbury will enable older people to participate in employment, volunteering and actively contribute to decision making processes (civic life).</i>		
Strategy	Action	Responsibility
Supporting, promoting and developing opportunities for older people to access volunteering and employment opportunities.	6.1 Identify career transition needs through Council's performance and development process and incorporate talent management and succession planning to retain knowledge and ensure well-planned transition to retirement.	People & Culture
	6.2 Provide a wide range of meaningful volunteering opportunities that appeal to people of all ages and across council to encourage participation and active engagement.	Community Development Volunteer Services
	6.3 Promote and develop connections to the Polaris Centre to raise awareness of self-employment opportunities and support.	Polaris Business & Innovation Centre
	6.4 Staff training to encourage age friendly recruitment.	Community Health & Wellbeing People & Culture
Promoting and supporting the rights and abilities of older people to participate in civic life.	6.5 Provide a range of opportunities for older people to have a voice including: <ul style="list-style-type: none"> · Salisbury Seniors Alliance · Regional Community Ambassadors (NCP) · Jack Young Centre Advisory Group 	Community Health & Wellbeing

7. Communication and Information			
Goal: An age friendly Salisbury provides high quality, timely and accessible information to enhance older people's quality of life.			
Strategy		Action	Responsibility
Providing timely and appropriate information in a range of accessible formats.	7.1	Continue to publish Salisbury Seniors Magazine to include information on areas of interest and to be distributed in a range of formats.	Community Health & Wellbeing
	7.2	Work with Communications & Community Experience to increase the accessibility of Council's communication and information. Ensure Council publications meet the South Australian Accessibility Guidelines where possible and appropriate.	Community Health & Wellbeing Community Experience & Relationships Community Capacity & Learning
	7.3	Ensure communications are provided in a range of accessible and suitable formats so that residents can access information on Council services and broader community activities. <ul style="list-style-type: none"> Ensure options for sharing information with older people and their families from Aboriginal and Torres Strait Islander communities and culturally and linguistically diverse communities are available. Ensure a range of information methods be used, including print. Encourage use of symbols and images to convey information. Encourage use of Easy English 	Community Health & Wellbeing Community Experience & Relationships Community Capacity & Learning
	7.4	Increase knowledge across the organisation on the City's ageing population, future needs, impacts and opportunities and the age friendly cities framework.	Community Health & Wellbeing Community Experience & Relationships

Age Friendly Salisbury Strategy 2022-2027

Age Friendly Salisbury Action Plan *cont.*

8. Community Support and Health Services		
<i>Goal: An age friendly Salisbury provides appropriate and accessible services to enable older people to maintain active and independent living.</i>		
Strategy	Action	Responsibility
Actively collaborating at regional state and national level to ensure appropriate provision of community support and health services.	8.1 Development of strategic partnerships to further improve the health and wellbeing of older people, including the Northern Collaborative Project, Northern Health Network, Northern Local Health Network, COTA, the Office of the Ageing, Northern Connections (nc-21), Community Safety Committee, Active Ageing Australia and NGO's.	Community Health & Wellbeing
	8.2 Develop partnerships to ensure squalor and hoarding issues are addressed with sensitivity.	Community Health & Wellbeing
Provide accessible community support and health services to older people.	8.3 Continue to deliver and improve Council's Commonwealth Home Support Program in accordance with funding requirements.	Community Health & Wellbeing
	8.4 Promote the availability of safety support through the Commonwealth Home Support Programme including the installation of security equipment in resident's homes and advice i.e. SAPOL.	Community Health & Wellbeing
	8.5 Deliver health and wellbeing, learning and lifestyle programs and forums from Council facilities.	Community Development
	8.6 Promote Heart Foundation walking groups for people with varying levels of fitness with a focus on increasing endurance and strength.	Community Health & Wellbeing
	8.7 Support the Council's seniors centres to provide nutritional and affordable meals that endeavour to accommodate dietary, cultural or religious requirements.	Community Health & Wellbeing

8. Community Support and Health Services <small>cont</small>		
Strategy	Action	Responsibility
	8.8 Through targeted training and leadership develop a culture where staff, volunteers and contractors are respectful, helpful and trained to support older people to maintain their independence and maximise their wellbeing.	Community Health & Wellbeing
	8.9 Identify initiatives and work with relevant stakeholders to improve the accessibility of programs, information and facilities for older people.	Community Health & Wellbeing
	8.10 Identify and collaborate with relevant stakeholders to address the needs of older people in the planning and response to community emergencies.	Governance Community Health and Wellbeing
	8.11 Provide information through a range of avenues to assist older people to understand how to respond to an emergency.	Community Health & Wellbeing Governance
Responding actively to climate change.	8.12 Support vulnerable older people within the parameters of the Commonwealth Home Support Program in extreme weather events.	Community Health & Wellbeing Governance



Age-Friendly Salisbury Action Plan – 2021

REVIEW DOCUMENT

1. Outdoor Spaces and Buildings

Goal: An age-friendly Salisbury has attractive, safe and accessible outdoor spaces and buildings that encourage active participation and enjoyment by older people.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
1.1	Planning, creating and improving inclusive and inviting outdoor spaces and buildings across the City of Salisbury.	Embed age friendly criteria into routine conditions and asset assessments of Council buildings, footpaths, parks and open space. to ensure accessibility, safety and independence of older people.	Infrastructure Management	Ongoing	
1.		Include age-friendly standards in the design and functionality of new Council infrastructure. including the Community Hub.	Strategic Development Projects Infrastructure Management Property and Buildings Community Health and Wellbeing	Ongoing	
1.		Include adult fitness equipment within the scope of the reserve upgrade and play space renewal programs.	Technical Services Infrastructure Management	Ongoing	

Goal: An age-friendly Salisbury has attractive, safe and accessible outdoor spaces and buildings that encourage active participation and enjoyment by older people.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Ensure adequate and appropriate age-friendly seating is available in high use and connecting areas, including sheltered seating in reserve upgrades and playspace renewal projects.	Infrastructure Management	Ongoing	Edit: ...including sheltered seating in reserve upgrades and playspace renewal projects.
		Include the provision of sheltered seating in the scope of scheduled reserve upgrades and play space renewal projects.	Infrastructure Management	Ongoing	Delete: repetition
		Enhance council's commitment to a safe, maintained and interconnected footpath and kerb ramp network ensuring low gradient footpaths where possible.	Infrastructure Management	Ongoing	Edit: Footpaths with low gradient where possible
		Ensure that lighting is provided in public areas and the connections between them.	Infrastructure Management	Ongoing	
		Install wayfinding signage across the City to encourage walking and cycling. Consider incorporating symbols in signage where feasible.	Infrastructure Management	Ongoing	Edit: Consider symbols in signage where feasible.

Goal: An age-friendly Salisbury has attractive, safe and accessible outdoor spaces and buildings that encourage active participation and enjoyment by older people.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Incorporate outward facing public accessible toilets where feasible in the upgrade of community recreation facilities to provide service provision to district reserves.	Infrastructure Management Property and Buildings	Ongoing	Delete: action fits better in safety plan instead of Age Friendly? Action: send to relevant officer to ensure it is noted then delete
		Provide public toilets at regional level reserves where feasible and provide signage to existing neighbouring facilities at other locations where possible.	Infrastructure Management Property and Buildings	Ongoing	

2. Transportation

Goal: An age- friendly Salisbury has regular, affordable and accessible transport options that support older people to actively participate, connect and enhance quality of life.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
2.1 	Supporting initiatives that create effective, safe and accessible transport options for older people.	Advocate that public transport adequately services the changing needs of the community. This includes advocating partnering with to the Department of Infrastructure and Transport Planning Transport and Infrastructure to change bus routes to where clusters of older people	Infrastructure Management Community Health and Wellbeing	Ongoing	Edit: Restructure to state Department

Goal: An age- friendly Salisbury has regular, affordable and accessible transport options that support older people to actively participate, connect and enhance quality of life.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		live.			
2.		Continue to install senior appropriate bus shelters in high need areas.	Infrastructure Management Community Health and Wellbeing	Ongoing	Delete: action responsibility of DIT
2.		Support for partnership with Northern Community Passenger Network and Salisbury's Commonwealth Home Support Program to deliver Council's transport services.	Community Health & Wellbeing	Ongoing	Check Northern Community Passenger Network? Action completed
		Improve accessibility and knowledge of community buses and specialised transport services and endeavour to provide public transport timetables in print at community centres and libraries.	Community Health & Wellbeing	Ongoing	Edit '... including by providing timetables and information in print'
		Explore the possibility of allocating senior parking spaces in partnership with Seniors Card.	Community Health & Wellbeing	June 2016 Ongoing	

Goal: An age- friendly Salisbury has regular, affordable and accessible transport options that support older people to actively participate, connect and enhance quality of life.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
	Provide community education initiatives to enable greater access by older people to transport.	Delivery of forums and workshops for: <ul style="list-style-type: none"> older people to ensure driving skills are maintained RAA forums for people considering giving up their driving license. 	Community Health & Wellbeing	Annual program	Consider combining this and below action Consider removing separate strategy and roll this into overarching strategy
		Partner with RAA to provide forums for older people who are considering giving up their driving licence.	Community Health & Wellbeing	Annual program	

3. Housing

Goal: An age-friendly Salisbury has appropriate and affordable housing options and supports to enable people to age well in place					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
3.1	Contributing to support people to remain living independently and well in their community.	Deliver Council's Commonwealth Home Support Program at the current service levels which includes: home maintenance, home modifications, gardening and domestic assistance.	Community Health & Wellbeing	Ongoing	
		Develop marketing to promote the programs available through the Commonwealth Home Support Program.	Community Health & Wellbeing	March 2016	Delete: outdated
		Provide an annual housing information forum in partnership with COTA SA on the variety of housing options and support available.	Community Health & Wellbeing	Annual program	Delete: dependent on funding, outdated
		Maintain Council's commitment to assistance with care and housing for older people in the northern metropolitan area who are homeless or at risk of becoming homeless through the ACHA program.	Community Health & Wellbeing	Ongoing	
	Contributing to the accessibility of appropriate and affordable housing options across the City.	Offer products in Council developments that suit the older age bracket including accessibility and affordability including advocating for a variety of dwelling types and sizes that are within proximity to services, nature and amenity.	Strategic Development Projects	Ongoing	Edit Add: '... including advocating for a variety of dwelling types and sizes that are within proximity to services, nature and amenity'

Goal: An age-friendly Salisbury has appropriate and affordable housing options and supports to enable people to age well in place					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Inform the community about grants and products available to older people to increase their opportunity to secure appropriate and affordable housing.	Strategic Development Projects Community Health and wellbeing	Ongoing	

4. Social Participation

Goal: An age-friendly Salisbury fosters opportunities for the diversity of the community to connect and participate throughout their lives.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
4.1	Strengthening the connections and participation of individuals and groups who previously have not accessed community activities and services.	Maintain commitment to the Aboriginal Yarning Circle and work with older Aboriginal residents to ensure that services are tailored to their needs.	Community Health and Wellbeing	Ongoing	Delete – no longer relevant
4.		Expand and maintain the Salisbury Seniors Cultural Program to be inclusive of new and emerging communities.	Community Health and Wellbeing	Ongoing	Edit: 'Expand and maintain'
4.		Investigate models of connectivity for frail older people who have limited social connections.	Northern Collaborative Project	Ongoing	Delete: NCP focus change Action: talk to NCP officer about alternative

Goal: An age-friendly Salisbury fosters opportunities for the diversity of the community to connect and participate throughout their lives.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Investigate ways of strengthening and empowering the community by using the Asset Based Community Development (ABCD) approach in key places across the City.	Community Health and Wellbeing	Ongoing	Edit: 'Empower, strengthen and celebrate the community by.....'
	Provide a range of affordable and accessible programs and initiatives.	Incorporate Maintain a wellness approach into programs, service and activities offered in seniors centres and the across the broader Salisbury community.	Community Health and Wellbeing	Ongoing	Edit: 'incorporate' → 'maintain'
		Work in partnership with a consortium of age care providers and Volunteering SA and NT Inc. to deliver innovative programs that support seniors to live well, e.g. the music project.	Community Health and Wellbeing	Dependent on funding	Delete: action dependent on funding
		Deliver information, communication and technology initiatives to increase the access and use of technology amongst older people. Provide technology classes for older people.	Community Capacity and Learning Community Health and Wellbeing	Ongoing	Edit: Add: Offer technology classes for older people
		Establish and facilitate social media opportunities for older residents and support residents to engage online i.e. Jack Young Centre Facebook Group.			New Action: Establish and facilitate social media opportunities for older residents and support residents to engage online i.e. Jack Young Centre Facebook Group.

Goal: An age-friendly Salisbury fosters opportunities for the diversity of the community to connect and participate throughout their lives.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Deliver regular forums on topics of interest as identified by the Salisbury Seniors Alliance.	Community Health and Wellbeing	Ongoing	
		Increase the availability of books, magazines and papers online and in accessible formats including large print and audio and in other languages. Encourage the use of e-readers to facilitate access to large fonts, audio and translated materials.	Community Capacity and Learning	Ongoing	
		Enhance the home library service by attracting new customers.	Community Capacity and Learning	Ongoing	
		Promote the Friends of the Library group and increase the activities they offer their members.	Community Capacity and Learning	July 2016	Delete: outdated
	Improving or creating accessible and supportive environments that encourage engagement, connectedness and participation.	Capitalise on the economic opportunity provided by an ageing population through delivery of an age-friendly retail project in partnership with the South Australian Government and Office for the Ageing.	Community Health & Wellbeing	2015/16	Delete: outdated
		Ensure that every new or refurbished Council facility meets age-friendly requirements.	Community Capacity and Learning Building and property	Ongoing	

Goal: An age-friendly Salisbury fosters opportunities for the diversity of the community to connect and participate throughout their lives.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
			Services		
		Create spaces within the libraries for the baby boomers, with information and material to plan safe travelling.	Community Capacity and Learning	July 2016	Delete: outdated
					New action: Provide a range of social activities that are appealing and inclusive of diverse gender, culture, language and interests. Improve inclusivity of formerly 'Men's Shed' activities to people of all gender.
	Facilitating opportunities for lifelong participation in sport, recreation and other leisure activities.	Raise the profile of opportunities for older adults for lifelong engagement in sport, recreation and other leisure activities.	Community Health & Wellbeing Community Planning and Vitality	Ongoing	
		Engage older adults into organised physical activity through club and recreation centre based 'Vintage Gold' program.	Community Health & Wellbeing Community Planning and Vitality	New initiative bid 2016/2017	Delete: outdated

Goal: An age-friendly Salisbury fosters opportunities for the diversity of the community to connect and participate throughout their lives.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Support sporting clubs and recreation service providers to implement modified versions of sport to support new and ongoing participation opportunities for older adults.	Community Planning and Vitality	Ongoing	Replace with action about consulting community in design of new infrastructure
		Support community recreation clubs to engage with older adults, to promote opportunities for meaningful intergenerational exchanges including mentoring younger participants.	Community Health & Wellbeing Community Planning and Vitality	Ongoing	
		Seek funding to research opportunities and demand for older adults to apply their professional skills to support the administration and operation of community recreation associations.	Community Planning and Vitality	Dependent upon successfully securing funding	Delete – dependent on funding
		Hold social participation programs at community recreation facilities to profile facilities and provide opportunities for engagement with physical activity.	Community Health & Wellbeing Community Planning and Vitality	Ongoing	

5. Respect and Social Inclusion

Goal: An age-friendly Salisbury actively engages, recognises and celebrates the valuable contribution of older people to community life.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits

Goal: An age-friendly Salisbury actively engages, recognises and celebrates the valuable contribution of older people to community life.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
5.1	Providing a range of opportunities for older people to be involved in decision-making.	Establish Maintain the Salisbury Seniors Alliance to ensure that older citizens have a voice in the issues that affect their lives.	Community Health and Wellbeing	First meeting March 2016 then ongoing	Edit: 'establish' → 'maintain'
5.		Maintain support for the various consumer advisory groups e.g. Jack young Centre, cultural and Aboriginal advisory groups.	Community Health and Wellbeing	Ongoing	Check
5.		Continue Council's support for the Northern Collaborative project (NCP).	Community Health and Wellbeing	Ongoing	
5.	Challenging any ageist, stereotypes, attitudes and practices.	Deliver positive stories through various media and promotional initiatives.	Community Health and Wellbeing	Ongoing	
		Raise awareness of Elder Abuse by: <ul style="list-style-type: none"> Working in partnership with other agencies in the North Develop and implement protocols for Council staff involved in delivery of the CHSP to identify any older person as risk of, or suffering abuse of any kind, including emotional and financial abuse Promote Safeguarding to older people to ensure that they can identify occasions of abuse. 	Community Health and Wellbeing	Ongoing	

Goal: An age-friendly Salisbury actively engages, recognises and celebrates the valuable contribution of older people to community life.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
					New action: Provide a culturally safe environment for social programs and services to encourage inclusion and integration of people of diverse cultures. E.g. accommodating dietary, cultural and religious requirements.
					New action: Advocate for LGBTI+ inclusion e.g. training for staff and volunteers, inclusive language and forms and consideration of Rainbow accreditation standards.
	Celebrating the valuable contributions of Salisbury's diverse older people.	Continue to provide opportunities for seniors to participate in creative arts e.g. City's Exhibition Program, Northern Writers Connect.	Community Health and Wellbeing Community Planning and Vitality	Ongoing	

Goal: An age-friendly Salisbury actively engages, recognises and celebrates the valuable contribution of older people to community life.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Celebrate and showcase the valuable contributions of older people in various media.	Community Health and Wellbeing Community Capacity and Learning	Ongoing	
		Ensure training is available to support staff and volunteers to work with older people and deliver quality services.	People and Culture Community Health and Wellbeing	Ongoing	

6. Civic Participation and Employment

Goal: An age-friendly Salisbury will enable older people to participate in employment, volunteering and actively contribute to decision making processes (civic life).					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
6.1	Supporting, promoting and developing opportunities for older people to access volunteering and employment opportunities.	Ensure the leading practice of engaging and supporting older people, including baby boomers, in volunteering are reflected within Council's Volunteer Strategy.	Community Health and Wellbeing	2016/2017	Delete: outdated
6.		Research older people's views on volunteerism including interests and challenges to inform future engagement and management of older people in volunteering.	Community Health and Wellbeing	2016/2017	Delete: outdated

Goal: An age-friendly Salisbury will enable older people to participate in employment, volunteering and actively contribute to decision making processes (civic life).					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
6.		Identify career transition needs through Council's performance and development process and incorporate talent management and succession planning to retain knowledge and ensure well-planned transition to retirement.	People and Culture	Ongoing	
6.		Investigate broader opportunities for volunteers to participate and be more actively engaged within the library and community centres.	Community Capacity and Learning Vol services	Ongoing	Edit: make action apply to Council wide not just CCL & reword Provide a wide range of meaningful volunteering opportunities that appeal to people of all ages and across council to encourage participation and active engagement with volunteers.
		Deliver transitions to employment programs in the libraries and community centres.	Community Capacity and Learning	2016	Delete: outdated
		Promote and develop connections to the Polaris Centre to raise awareness of self-employment opportunities and support.	Polaris Centre	Ongoing	

Goal: An age-friendly Salisbury will enable older people to participate in employment, volunteering and actively contribute to decision making processes (civic life).					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
					New action: Staff training to encourage age friendly recruitment. (P&C, CHW) (*covered by DI Training but mentioned strongly through consultation as a priority*)
	Promoting and supporting the rights and abilities of older people to participate in civic life.	Provide a range of opportunities for older people to have a voice including: <ul style="list-style-type: none"> Salisbury Seniors Alliance Regional Community Ambassadors (NCP) CHSP Consumer Advisory Group Jack Young Centre Advisory Group Para Hills Advisory Group. Yarning Circle 	Community Health and Wellbeing	Ongoing	Edit: delete yarning circle

7. Communication and Information

Goal: An age-friendly Salisbury provides high quality, timely and accessible information to enhance older people's quality of life.

Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
7.1	Providing timely and appropriate information in a range of accessible formats.	Develop Continue to publish Salisbury Seniors Magazine to include information on areas of interest and to be distributed in a range of formats.	Community Health and Wellbeing	Ongoing	Edit: 'continue to publish...'
		Work with Communications and Customer Relations to increase the accessibility of Council's communication and information. including taking into consideration the diversity of languages and hearing and visual impairments. Ensure Council publications meet the South Australian Accessibility Guidelines where possible and appropriate.	Community Health and Wellbeing Communications and Customer Relations	Ongoing	Edit: ensure Council publications meet the South Australian Accessibility Guidelines where possible and appropriate.

Goal: An age-friendly Salisbury provides high quality, timely and accessible information to enhance older people's quality of life.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
18		<p>Develop a communication strategy to ensure that older people in Salisbury have access to information about Council services and broader community support programs</p> <ul style="list-style-type: none"> • Ensure that the above has options for sharing this information with older people and their families from Aboriginal and Torres Strait Islander and culturally diverse communities • A range of information methods to be utilised to ensure wide coverage of messages. 	<p>Community Health and Wellbeing</p> <p>Communications and Customer Relations</p> <p>Community Capacity and Learning</p>	Ongoing	<p>Note: no formal communication strategy was developed, so action should be reworded</p> <p>Ensure communications is provided in a range of accessible and suitable formats so that residents have access to information about Council services and broader community support programs.</p> <ul style="list-style-type: none"> • Ensure options for sharing information with older people and their families from Aboriginal and Torres Strait Islander communities and culturally and linguistically diverse communities. • Ensure a range

Goal: An age-friendly Salisbury provides high quality, timely and accessible information to enhance older people's quality of life.					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Increase knowledge across the organisation on the City's Ageing Population, future needs, impacts and opportunities and the Age-friendly cities Framework.	Community Health and Wellbeing Communications and Customer Relations	Ongoing	

8. Community Support and Health Services

Goal: An age-friendly Salisbury provides appropriate and accessible services to enable older people to maintain active and independent living					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
8.1	Actively collaborating at regional state and national level to ensure appropriate provision of community support and health services.	Develop an Aged Services Alliances consisting of key industry partners representing various interest and specialist groups within the area of ageing. The partners will have a role in providing services to support positive and active ageing and implementing the actions developed as part of the strategy.	Community Health and Wellbeing	First meeting by March 2016 then ongoing.	Delete: outdated
		Development of strategic partnerships to further improve the health and wellbeing of older people. Including the Northern Collaborative Project, Northern Health Network, Northern Local Health Network, COTA, the Office of the Ageing, Northern Futures, Northern Connections (nc-21), Community Safety Committee, Active Ageing	Community Health and Wellbeing	Ongoing	Edit: Remove irrelevant service providers from list, keeping SONDER (previously Northern Health Network), COTA, Active Ageing Australia, International Council for Active Ageing, Walking SA, NCP, Bicycle Institute

Goal: An age- friendly Salisbury provides appropriate and accessible services to enable older people to maintain active and independent living					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Australia and NGO's.			and Heart Foundation Walking.
		Develop partnerships to ensure Squalor and Hoarding issues are addressed with sensitivity.	Community Health and Wellbeing	Ongoing	
	Provide accessible community support and health services to older people.	Continue to deliver and improve Councils Commonwealth Home Support Program in accordance with funding requirements.	Community Health and Wellbeing	Ongoing	
		Promote the availability of safety support through the Commonwealth Home Support Program including the installation of security equipment in resident's homes and advice i.e. SAPOL.	Community Health and Wellbeing	Ongoing	

Goal: An age- friendly Salisbury provides appropriate and accessible services to enable older people to maintain active and independent living					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Deliver health and wellbeing, learning and lifestyle programs and forums from Council facilities.	Community Development	Ongoing	Addition to combine with below
		Promote Heart Foundation walking groups for people with varying levels of fitness with a focus on increasing endurance and strength.	Community Health and Wellbeing	Ongoing	
		Promote forums for the dissemination of health information and support for older people.	Community Health and Wellbeing	Ongoing	Delete: Combined with above
		Support the Council's seniors centre's to provide nutritional and affordable meals that endeavour to accommodate dietary, cultural or religious requirements.	Community Health and Wellbeing	Ongoing	Edit: that endeavour to accommodate dietary, cultural or religious requirements
		Incorporate and deliver resilience training in programs offered within the Social Participation and Diversity Team.	Community Health and Wellbeing	Ongoing	Delete: action complete or is this ongoing?

Goal: An age- friendly Salisbury provides appropriate and accessible services to enable older people to maintain active and independent living					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Through targeted training and leadership develop a culture where staff, volunteers and contractors are respectful, helpful and trained to support older people to maintain their independence and maximise their wellbeing.	Community Health and Wellbeing	Ongoing	
		Identify initiatives and work with relevant stakeholders to improve the accessibility of programs, information and facilities for older people.	Community Health and Wellbeing	Ongoing	
		Identify and collaborate with relevant stakeholders to address the needs of older people in the planning and response to community emergencies.	Civil and Waste Community Health and Wellbeing	Ongoing	
		Provide information through a range of avenues to assist older people to understand how to respond to an emergency.	Community Health and Wellbeing	Ongoing	
	Responding actively to climate change.	Incorporate the needs and vulnerabilities of the ageing community into the regional community climate change action plan "Adapting Northern Adelaide". The outcomes of this plan will inform actions to be included in the next iteration of the Aged Friendly Salisbury Strategy Action Plan to be developed by March 2017	Economic Development and Urban Policy Community Health and Wellbeing	April 2016 March 2017	Delete: outdated

Goal: An age- friendly Salisbury provides appropriate and accessible services to enable older people to maintain active and independent living					
Number	Strategy	Action	Responsibility	Timeframes	Proposed edits
		Support vulnerable older people within the parameters of the Commonwealth Home Support Program in extreme weather events.	Community Health and Wellbeing	Ongoing	

July 2021

Age Friendly Strategy 2015-2020 Consultation Report

Age Friendly Strategy 2015-2020 Consultation Report

Introduction

City of Salisbury has recently undertaken community consultation to inform the update of the Age Friendly Strategy 2015-2020 to develop its next iteration: Age Friendly Strategy 2022-2027. This report outlines the approach and findings of the consultation.

City of Salisbury is committed to ensuring that people of all ages can age well within Salisbury and is recognised by the World Health Organisation as an Age Friendly City. An Age Friendly City is based on 8 domains as developed by World Health Organisation. Age Friendly Cities are of continuing importance as Australian cities experience ageing populations.

This report summarises the consultation conducted with 67 residents to inform the review of the Age Friendly Strategy.

It is noted that the Age Friendly Strategy implementation progress report was completed at the end of 2020, showing the implementation of the strategy is largely on track:

- 66 actions are complete and ongoing
- 7 actions are in progress or require further work
- 0 actions need attention
- 5 actions have not been implemented due to external factors i.e. State Government funding

Who & How

Between September 2020 and January 2021, 67 people were consulted on the Age Friendly Strategy 2015-2020 in the form of focus groups, a large forum, phone interviews, email and an online survey. The IAP2 engagement level varied from consultative to collaborative depending on the stakeholder group.

Stakeholder	IAP2 Engagement	Date	Number of people
Salisbury Seniors Alliance	Collaborative	22 September 2020	8
COTA Conversation	Collaborative	8 September	40
Phone Interviews / email interview	Collaborative	10-15 September	4
SICA	Involve	14 December	3
Online survey	Consultative	January 2021	12
Total:			67

Consultation was conducted from September 2020 to January 2021 due to Covid-safety delays and restrictions.

Format of consultation

The format of the consultation was designed based on the World Health Organisation's eight domains of an Age Friendly City. Participants were asked open ended questions to identify what was most important under each domain for an age friendly Salisbury. Thematic discussions were

July 2021

Age Friendly Strategy 2015-2020 Consultation Report

conducted around each domain. Participants were also asked to highlight the most important aspect of an age friendly city overall.

To ensure that consultation participants could provide informed feedback on the strategy, the concept of age friendly cities was clearly explained in a variety of mediums. Staff and a Salisbury Seniors Alliance volunteer presented on the concept, a Ted Talk by gerontologist Laura Poskin was shared, and participants heard a presentation by Jane Mussared, Chief Executive, COTA SA on age friendly cities.

The online survey delivered via SurveyMonkey had brief descriptions of an age friendly city and of each of the 8 domains. This survey was promoted on City of Salisbury's Facebook page, shared in the Jack Young Centre Facebook Group, and shared to the coordinator of Youth Council for promotion.

Consultation Materials

The consultation questions were consistent across all methods of consultation. Participants were asked about the most important aspect and what they would like to see Salisbury do for each domain. Participants were also asked a final open-ended question '*what does an age friendly city mean to you?*' to help decipher the key priorities of our community.

Domain	Description
Outdoor Spaces and Buildings	An age friendly Salisbury has accessible, safe and enjoyable outdoor spaces and buildings. For example active participation and enjoyment by older people.
Q1.1. What do you think is the most important aspect of outdoor spaces and buildings for an age friendly city?	
Q1.2. How would you like City of Salisbury to improve the outdoor spaces and buildings to make them more age friendly?	
Transport	An age friendly Salisbury has regular, affordable and accessible transport options that support older people to access participation, social and leisure activities.
Q1.3. What do you think is the most important aspect of transport for an age friendly city?	
Q1.2. How would you like City of Salisbury to improve transport to make it more age friendly?	
Housing	An age friendly Salisbury has appropriate and affordable housing options and supports to enable people to age in place.
Q1.3. What do you think is the most important aspect of housing for an age friendly city?	
Q1.2. How would you like City of Salisbury to improve housing to make it more age friendly?	

July 2021

Age Friendly Strategy 2015-2020 Consultation Report

City of Salisbury Age Friendly Strategy		
<p>Community Support and Health Services</p> <p>Description: An age friendly Salisbury provides appropriate and accessible services to enable older people to maintain active and independent lives.</p> <p>Q1. What do you think is the most important aspect of community support and health services for an age friendly city?</p> <p>Q2. How would you like City of Salisbury to improve its community support and health services to make them more age friendly?</p>	<p>Communication and Information</p> <p>Description: An age friendly Salisbury provides age specific, timely and accessible information to ensure older people's quality of life.</p> <p>Q1. What do you think is the most important aspect of communication and information for an age friendly city?</p> <p>Q2. How would you like City of Salisbury to be more age friendly?</p>	<p>Civic Participation and Employment</p> <p>Description: An age friendly Salisbury will enable older people to participate in employment, volunteering and other activities, to develop meaningful connections.</p> <p>Q1. What do you think is the most important aspect of civic participation and employment for an age friendly city?</p> <p>Q2. How would you like City of Salisbury to improve civic participation and employment to make them more age friendly?</p>
<p>Respect and Social Inclusion</p> <p>Description: An age friendly Salisbury values, respects, recognises and celebrates the valuable contribution of older people to community life.</p> <p>Q1. What do you think is the most important aspect respect and inclusion for an age friendly city?</p> <p>Q2. How would you like City of Salisbury to improve respect and social inclusion to make them more age friendly?</p>	<p>Social Participation</p> <p>Description: An age friendly Salisbury offers opportunities for the sharing of the community's life, services and resources throughout their lives.</p> <p>Q1. What do you think is the most important aspect of social participation for an age friendly city?</p> <p>Q2. How would you like City of Salisbury to improve social participation to make them more age friendly?</p>	<p>What does an age friendly city mean to you?</p>

July 2021

Age Friendly Strategy 2015-2020 Consultation Report

Key findings

Strong themes emerged from discussions around each of the 8 domains.

Outdoor spaces and buildings:

Themes: safety, accessibility, amenity, greenery, comfort

Safety: lighting, traffic calming measures, safe walking paths, lighting, seating

Accessibility: designated footpaths, low gradient footpaths, clear surfaces, building accessibility, lifts, seating with arm rests and suitable height, proximity and distance between destinations

Amenity & comfort: maintained greenery, no overbearing concrete, more trees for shade, parks, public toilets, wide footpaths to allow people to pass, aesthetic appeal

Transport:

Themes: walkability, safety, parking, accessibility, affordability

Walkability: footpath connectivity between services, well connected and safe footpath networks

Safety: surveillance on public transport, reliability of public transport, well lit and safe public transport stops

Parking: easy and abundant parking, provision of Seniors parking

Accessibility: ease of access onto public transport from stops, maintain condition of roads, information and timetables provided in user friendly way online and in print

Affordability: affordability of public transport

Housing:

Themes: accessibility, right sizing & affordability, help, proximity to amenity and greenery, safety

Accessibility: housing with ramps and arm rails, flat surfaces, ground floor

Right sizing & affordability: affordable options, variety of sizes and dwelling types (unit, small home, aged care facility, retirement village), consideration of compatible neighbour, 2 bedroom ideal, sized big enough to feel spacious, availability and time on waiting list, clever planning and design, public housing availability for older and single people

Help: access to home maintenance, in home support to age in place

Proximity to greenery and amenity: located near transport & services, close to green areas, close to community events & places of interest

Safety: safety and security available, safe neighbourhood

Community support and health services:

Themes: accessibility & transport, communication

July 2021

Age Friendly Strategy 2015-2020 Consultation Report

Accessibility & transport: centralised service provision, proximity of health services, i.e. residents needing to travel to Flinders Hospital from Salisbury, transport provision to health specialists, seating in large stores and facilities, community bus service to help travel to appointment, signage and support in navigating health facilities (e.g. RAH).

Communication: information booklet, friendly service, contact via phone, email and mail not just online, staff who listen and understand, reduce wait times for specialists, council to advocate for cultural safety, involve older people in design

Communication and information:

Themes: Choice and communication mediums, technology, language & accessibility

Choice and communication: provision of consumer choice in information format, accessible information in print, phone service, information posted to residents, alternative to internet and computer publications

Language and accessibility: translate information where possible, use symbols and images, video publications, auto-translate app on Council website

Technology: welcoming and inclusive technology classes and courses for people

Civic participation and employment:

Themes: volunteering, participation and inclusion, involved and listened to, opportunity

Volunteering: meaningful volunteering improves quality of life, variety of volunteering opportunities, helps with social isolation and loneliness

Participation and inclusion: opportunities to participate helps people make friends, participating in group activities adds much meaning to life, ensure variety of activities are available

Involved and listened to: platforms for older people to voice opinion and concern is important, involvement in decision making (e.g. Salisbury Community Hub development) valuable, promote opportunities for consultation,

Opportunity: traineeship for older people, support for older people in finding employment – particularly in connecting people to potential employers

Respect and social inclusion:

Themes: inclusion, communication, cultural safety

Inclusion: ensure people are invited to community events, publication and promotion of events, safety is important to make people feel comfortable to participate

Communication: clear information about events and cancellations, use age friendly language, use of videos and creative signage e.g. symbols and images, posters promoting respect

Cultural safety: interculturalism highlighted as successful in Salisbury, encourage integration of cultures

July 2021

Age Friendly Strategy 2015-2020 Consultation Report

Social participation:Themes: variety & opportunity, inclusion, social mediaVariety & opportunity: variety of social activities is important, COTA and Salisbury Seniors alliance are good opportunities for involvement, learning different creative activities, activities in other languagesInclusion: inclusion of all genders – opportunity for women and others similar to ‘mens shed’, caring and welcoming environment is important, activities and respect regardless of ageSocial media: continue JYC Facebook group**Overall most important:**Themes: accessibility, seating, signage, safety, inclusion, community and inclusion, cultural safety, trees and amenitySummary

Each of the 8 domains was agreed to be of continuing relevance and importance to age friendliness. The key themes for each domain are summarised in the below table which features in the Age Friendly Strategy 2022-2026 on page 13.

Domain	Key themes from 2020/2021 consultation
Outdoor spaces and buildings	Safety, accessibility, amenity, greenery, comfort
Transport	Walkability, safety, age friendly parking, accessibility, affordability
Housing	Accessibility, right sizing, affordability, proximity to greenery and services, safety
Community support and health services	Accessibility, transport, communication
Communication and information	Choice in communication mediums, technology, language, ease of access
Civic participation and employment	Volunteering opportunities, participation, inclusion, involvement
Respect and social inclusion	Inclusion, communication, cultural safety
Social participation	Variety and opportunity, inclusion, social media

5. New areas of priority identified

July 2021

Age Friendly Strategy 2015-2020 Consultation Report

The consultation showed areas of community priority for consideration in the Age Friendly Plan moving forward.

Technology: Consultation showed a strong demand for welcoming and inclusive technology classes for older residents. Participants expressed often feeling lost or apprehensive about seeking assistance in this area.

Communication: Participants expressed concerns about information increasingly being available online only. Information needs to be provided in a range of formats, including print. It should not be assumed that everyone has access to the internet or digital literacy.

Social media: Participants showed strong interest and appreciation for social media, especially after many have had positive experiences using the Jack Young Centre Facebook group during Covid19 lockdown.

Cultural safety: cultural safety and provision of information in other languages or the alternative use of images and video was raised as a priority.

Safety: although considered in the existing Age Friendly Strategy, participants across all consultation groups highlighted safety as a priority.

Amenity: amenity is also considered in the existing strategy, however participants expressed that ensuring greenery, walkability, and access to nature be provided as a priority.

Proposed changes to Age Friendly Strategy

As a result from the consultation findings and analysis, the following changes to the Age Friendly Strategy were proposed.

1. Number all actions
2. Delete actions that are complete and/or outdated
3. Delete actions that were dependent on external and ceased funding
4. Incorporate priorities from consultation into Age Friendly Strategy by either:
 - Editing existing actions
 - Adding in new actions

Refer to the Age Friendly Strategy 2022-2027 which reflects these edits.

The Age Friendly Strategy 2022-2027 has been condensed from 78 actions to 62 actions. Sixteen actions were removed by either consolidating them into other actions, removing actions that are outdated or complete, or removing actions that are better placed in other plans.

Edits to 20 actions to consolidate actions or amend to reflect consultation. Many actions were expanded to reflect community priorities as identified during the consultation. Some actions were condensed and others had minor edits.

Three new actions:

Strategy 4: Provide a range of affordable and accessible programs and initiatives.

July 2021

Age Friendly Strategy 2015-2020 Consultation Report

4.11 Provide a range of social activities that are appealing and inclusive of diverse gender, culture, language and interests. Improve inclusivity of formerly 'Men's Shed' activities to people of all gender.

Strategy: 5 Challenging any ageist, stereotypes, attitudes and practices.

5.6 Provide a culturally safe environment for social programs and services to encourage inclusion of people of diverse cultures. E.g. accommodating dietary, cultural and religious requirements.

5.7 Advocate for LGBTI+ inclusion e.g. training for staff and volunteers, inclusive language and forms and consideration of Rainbow accreditation standards.

Considerable edits to the text throughout the strategy as well as updated local photographs. For example, the newly identified priorities of technology, communication, social media, cultural safety and amenity are reflected throughout the document. Other elements, such as the structure of the strategy have been intentionally left as outlined in the 2015-2020 strategy for consistency in annual reporting and to enable staff to more astutely monitor progress over the life of the two strategies.

Conclusion

The consultation on the Age Friendly Strategy 2015-2020 showed that generally, the structure and themes of the strategy remain relevant to the community and are still aligned with the World Health Organisation's age friendly city advice. Consultation highlighted emerging priorities, particularly relating to intersectional inclusivity of age with culture, sexuality and ability, technology and communication and reiterated the importance of social connectivity and loneliness to ageing well. The findings of consultation were analysed and incorporated into the updated Age Friendly Strategy 2022-2027 by introducing new actions, amending existing actions, and removing outdated or repetitive actions.