



AGENDA

FOR GOVERNANCE AND COMPLIANCE COMMITTEE MEETING TO BE HELD ON

**16 JUNE 2025 AT THE CONCLUSION OF THE POLICY AND PLANNING
COMMITTEE**

**IN WITTBER & DR RUBY DAVY ROOMS, SALISBURY COMMUNITY HUB,
34 CHURCH STREET, SALISBURY**

MEMBERS

Cr P Jensen (Chairman)
Mayor G Aldridge (ex officio)
Cr L Brug
Cr J Chewparsad
Cr K Grenfell
Cr D Hood (Deputy Chairman)
Cr S McKell

REQUIRED STAFF

Chief Executive Officer, Mr J Harry
Deputy Chief Executive Officer, Mr C Mansueto
General Manager City Infrastructure, Mr J Devine
General Manager City Development, Ms M English
A/ General Manager Community Development, Ms C Giles
Manager Governance, Mr R Deco

APOLOGIES

LEAVE OF ABSENCE

PRESENTATION OF MINUTES

Presentation of the Minutes of the Governance and Compliance Committee Meeting held on 19 May 2025.

REPORTS

Administration

3.0.1 Future Reports for the Governance and Compliance Committee7

For Decision

3.1.1 Club Leasing Policy Review-Club Fee Policy9

QUESTIONS ON NOTICE

There are no Questions on Notice.

MOTIONS ON NOTICE

There are no Motions on Notice.

OTHER BUSINESS

(Questions Without Notice, Motions Without Notice, CEO Update)

CLOSE



**MINUTES OF GOVERNANCE AND COMPLIANCE COMMITTEE MEETING HELD IN
WITTBER & DR RUBY DAVY ROOMS, SALISBURY COMMUNITY HUB, 34 CHURCH
STREET, SALISBURY ON**

19 MAY 2025

MEMBERS PRESENT

Cr P Jensen (Chairman)
Mayor G Aldridge (ex officio)
Cr L Brug
Cr J Chewparsad
Cr K Grenfell
Cr D Hood (Deputy Chairman)

STAFF

Deputy Chief Executive Officer, Mr C Mansueto
Governance Administration Officer, Ms K Hernen

The meeting commenced at 7:23pm.

The Chairman welcomed the Elected Members, members of the public and staff to the meeting.

APOLOGIES

An apology has been received from Cr S McKell.

LEAVE OF ABSENCE

There was no Leave of Absence.

PRESENTATION OF MINUTES

Moved Cr J Chewparsad
Seconded Cr K Grenfell

The Minutes of the Governance and Compliance Committee
Meeting held on 22 April 2025, be taken as read and confirmed.

CARRIED

REPORTS

Administration

3.0.1 Future Reports for the Governance and Compliance Committee

Moved Cr L Brug
Seconded Cr K Grenfell

That Council:

1. Notes the report.

CARRIED

For Decision

3.1.1 Council Assessment Panel - Appointment of Independent Members

Moved Mayor G Aldridge
Seconded Cr J Chewparsad

That Council:

1. Adopts the *Council Assessment Panel Terms of Reference* as contained in Attachment 1 to this report (Item 3.1.1, Governance and Compliance Committee 19 May 2025)
2. Extend the Terms of Appointment of the current Presiding Member (Terry Mosel) and Independent Member (Ross Bateup) for a two (2) year period.

CARRIED

3.1.2 Safe Environment for Children and Vulnerable People Policy

Moved Mayor G Aldridge
Seconded Cr L Brug

That Council:

1. Adopts the amended Safe Environments for Children and Vulnerable People Policy as set out in Attachment 1 to this report (Item No 3.1.1, Governance and Compliance Committee 19 May 2025).

CARRIED

3.1.3 Review of Hardship Policy for Residential Salisbury Water Customers

Moved Cr D Hood
Seconded Cr K Grenfell

That Council:

1. Adopts the Hardship Policy for Residential Salisbury Water Customers as set out in Attachment 1 to this report (Item 3.1.3, Governance and Compliance, 19 May 2025) noting no changes are proposed.

CARRIED

QUESTIONS ON NOTICE

There were no Questions on Notice.

MOTIONS ON NOTICE

There were no Motions on Notice.

OTHER BUSINESS

There was no Other Business.

The meeting closed at 7:25pm.

CHAIRMAN.....

DATE.....

ITEM	3.0.1
	GOVERNANCE AND COMPLIANCE COMMITTEE
DATE	16 June 2025
HEADING	Future Reports for the Governance and Compliance Committee
AUTHOR	Monika Prasad, Governance Support Officer, CEO and Governance
CITY PLAN LINKS	4.3 Our Council is recognised for delivering exceptional community experiences and quality outcomes
SUMMARY	This item details reports to be presented to the Governance and Compliance 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.

RECOMMENDATION

That Council:

1. Notes the report.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 A list of resolutions requiring a future report to Council are presented to each committee for noting.

2. EXTERNAL CONSULTATION / COMMUNICATION

- 2.1 No external consultation was required in the development of this report.

3. REPORT

- 3.1 The following table outlines the reports to be presented to the Governance and Compliance Committee as a result of a Council resolution:

26/08/2024	Dog and Cat Management (Cat Management) Amendment Bill 2024	John Darzanos
3.1.2	4. Requests the Administration present a report on the potential merits of a Cat By-Law, should the deficiencies as identified in Council's submission relating to cat management and managing cat nuisances not be rectified through amendments to the Dog and Cat Management (Cat Management) Amendment Bill 2024.	
Due:	September 2025	

4. CONCLUSION / PROPOSAL

- 4.1 Future reports for the Governance and Compliance Committee have been reviewed and are presented for noting.

ITEM	3.1.1
	GOVERNANCE AND COMPLIANCE COMMITTEE
DATE	16 June 2025
HEADING	Club Leasing Policy Review - Club Fee Policy
AUTHOR	Angie Doughty, Senior Club Leasing Officer, City Infrastructure
CITY PLAN LINKS	1.2 Our community is physically and mentally healthy and connected
SUMMARY	The Club Fee Policy has been reviewed and updated to reflect the changes in the rental fees associated with sporting and community clubs in accordance with the resolution 0760/2024 at Special Meeting of Council held 1 July 2024. General amendments have been made to the existing policy to provide greater clarity.

RECOMMENDATIONThat Council:

1. Adopts the revised and updated Club Fee Policy as set out in Attachment 3 of this report (Item 3.1.1, Governance and Compliance Committee, 16 June 2025).

ATTACHMENTS

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

1. Customer Service Charter (Licence) B2
2. Customer Service Charter (Leases) A, B1, C, D
3. Updated Club Fee Policy 2025

1. BACKGROUND

- 1.1 Administration has met with relevant Elected Members on the Sporting Club Leases and Licences Working Group established by Council to review the existing sporting and community leasing and licensing model. The objective of this review was to create leasing opportunities and processes that better reflect the needs of existing clubs, while also creating additional opportunities for increased participation and utilisation of open space.
- 1.2 The new model adopted by Council (Resolution 0760/2024) at the Special Meeting of Council held 4 July 2024 moves away from a “one size fits all” model, recognising that not all clubs operate in the same manner and have the same needs.

- 1.3 This policy applies to all clubs and associations that use Council owned land and facilities and where a lease or licence refers to the Club Fee Policy.

2. EXTERNAL CONSULTATION / COMMUNICATION

- 2.1 Leases and Licenses Working Party
2.2 External Property Legal Advice

3. DISCUSSION

- 3.1 The Club Fee Policy has been reviewed by the Policy owner. Due to the introduction of new leases and licenses for the sporting clubs, minor changes have been recommended to more accurately align the policy with the Council's responsibility.
- 3.2 Changes and amendments to existing Policy are as follows:
- 3.2.1 Under Section 4. **Enterprise/Definitions** –
- 3.2.1.1 Removal of the reference to Junior clubs
- 3.2.2 Under Section 5. **Policy Statement** –
- 3.2.2.1 Part 5.1 Rental and licence fees for Council buildings and playing fields shall be payable as rent in advance.
- 3.2.2.2 In reference to Fees - Allocation of categories, location of leases and lease tenures completed by the Working Group (as per Item 5.4.3FI, Sports Leasing – Community Wellbeing and Sports Committee, 17 June 2024) requires removals and additions to reflect new conditions.
- 3.2.2.3 Adoption of a methodology for club fee calculations that incorporates a multiplier, based on the category of lease/licence the club, requiring addition to the Policy of the following:
- a. Playing Field Maintenance – a fee calculated on 5% of the averaged reserve maintenance cost at the commencement of the lease.
 - b. Building rental fees as per category shown below.
 - Category A – offered as a 10-year lease applying a multiplier of 0.3% on the valuation of the total value of building asset at the commencement of the lease.
 - Category B1 – offered as a 5-year lease applying a multiplier of 0.2% on the valuation of the total value of building asset at the commencement of the lease.
 - Category B2 – offered as a 2-5-year lease applying a multiplier of 0.05% on the valuation of the total value of building asset at the commencement of the lease.

- Category C – offered as a tenure of 12-month lease applying a multiplier of 0.03% on the valuation of the total value of building asset at the commencement of the lease.
- Category D – offered as a lease for land only due to the lease holder owning buildings on Council land, applying a multiplier of 0.03% on the valuation of the total value of building asset at the commencement of the lease.
- Sites for special consideration for use include multi-use sites.
- The annual rental fees increase shall be 2% per year.

3.2.2.4 Rental and licence fees will be reviewed in line with the renewal dates for each lease and licence agreement.

4. FINANCIAL OVERVIEW

4.1 This review reflects Council's position of absorbing 95% of the costs associated with maintaining sporting clubs and grounds, including reference to clubrooms, carparking, lighting installation (power consumables to be paid by the club), and ongoing asset management.

5. CONCLUSION

5.1 This Policy has been reviewed and it is recommended to Council that it adopts the revised and updated Club Fee Policy.

CUSTOMER SERVICE CHARTER

CATEGORY B2 LICENSES

The City of Salisbury has designed this Customer Service Charter to be read in conjunction with all licenses held over Council assets by community/sporting groups, as well as the City of Salisbury Licensing Guidelines which are available separately.

This Charter sets out the rights, obligations and responsibilities of both licensees and the Council (as licensor) when it comes to licenses of Council assets.

Each licensee will have their own licence document which will contain the core licence terms, including party details, details of the licensed area and times of use, commercial details such as licence fee and outgoings, and obligations at the end of the licence. The licenses will also contain legal clauses regarding indemnities, warranties etc. which are important to be aware of.

The purpose of this Charter is to set out clearly some of the more common issues in an easy-to-read document for the benefit of the licensees, which in turn allows the licence documents to be shortened.

The key thing for licensees to keep in mind is that a licence, as opposed to a lease, does not provide exclusive occupancy rights, and generally licensed areas will be shared use areas with other occupants.

Please note that words or terms in this Charter that are capitalised have the same meaning as defined in the corresponding licence document.

The obligations and responsibilities set out in this Charter are legally binding on licensees once they have entered into the corresponding licence document, which will include wording linking it to this Charter and setting out that a breach of any of the terms in either document constitutes a breach of both documents.

Approved Customer Service Charter (Licenses)

GENERAL

The following requirements apply to all holders of occupancy rights on Council land.

Code of Conduct

A code of conduct is set to ensure a positive, respectful, and cooperative environment that promotes the enjoyment and development of sports for all participants.

- All lessees/licensees are to treat each other with respect and courtesy at all times. This includes players, coaches, officials, volunteers, and spectators. Any concerns should be raised respectfully through the proper channels.
- All lessees/licensees are to use appropriate language at all times. Offensive, abusive, or vulgar language is not tolerated.
- All lessees/licensees are to promote an inclusive environment that respects diversity and does not tolerate discrimination of any kind.
- All lessees/licensees are to ensure that all activities are conducted in a safe manner. This includes proper use of equipment and adherence to all safety guidelines.

Conflict Resolution

From time to time, disputes between lessees/licensees might occur. Lessees/licensees should endeavour to maintain a good relationship with other occupants and negotiate matters to achieve an outcome that is agreeable to the parties involved.

In instances where a dispute relates to the priority of use of a particular asset, the formal and documented Times of Use of each occupant should be the first basis for resolving such a dispute.

In instances when disputes cannot be resolved, lessees/licensees should notify the Council in writing of the dispute (addressed to the Manager Urban, Recreation & Natural Assets at sportsleasing@salisbury.sa.gov.au) to escalate the matter. The Council may appoint a lease and licensing specialist, manager, general manager or independent party to mediate the matter and may in instances give instruction to lessees/licensees in order to resolve the dispute, which must be complied with by all involved.

Approved Customer Service Charter (Licences)

RIGHTS AND OBLIGATIONS UNDER LICENCES

1. Permitted Use

Licensees must use the Licensed Area only for the Permitted Use and during the Times of Use (defined in the lease document) and must not use or allow the Licensed Area to be used for any other use without the Council's consent.

2. Offensive activities

Licensees must not carry on any offensive or dangerous activities on or from the Licensed Area or create a nuisance or disturbance on the Licensed Area at any time, and must ensure at all times that activities conducted on or from the Licensed Area do not discredit the Council.

3. Statutory Requirements

Licensees must comply with all Statutory Requirements (effectively all laws including the *Work Health and Safety Act 2012*) and all relevant policies and by-laws of the Council relating to each licensee's use and occupation of the Licensed Area, as well as the Permitted Use.

4. Environmental Duties

Licensees must comply with the general environmental duty under Section 25 of the *Environment Protection Act 1993* and with all other requirements relating to the protection of the environment and any directions given by the Council regarding health, safety or environmental protection.

5. Use of facilities

Licensees must ensure that Building Services and all other facilities (which includes, for avoidance of doubt, playing surfaces and associated infrastructure) provided by the Council within the Building or the Licensed Area are not altered without consent, and are used carefully and responsibly and in accordance with any instructions or directions that may be given by the Council from time to time, and will be responsible for any costs that result from misuse during the Times of Use.

6. Consumables

Each Licensee is responsible for the provision of its own consumables. This includes without limitation, toilet rolls, detergents, disinfectants, washing liquids, soap and cleaning material (all items required for cleaning).

7. Storage of Licensee's Equipment

Licensees are to ensure that any Licensee's Equipment is stored within the agreed storage space detailed in their licence document.

8. Utilities

Licensees will be responsible for entering into contractual agreements with utility retailers with respect to the Licensed Area, and for managing cost sharing arrangements in relation to usage with sublicensees. Licensees should refer to the Licencing Guidelines regarding cost sharing arrangements.

9. Signs

Approved Customer Service Charter (Licences)

As the Licenced Area is utilised by multiple sporting and community groups, Licensees must not place any sign or advertisement inside or outside the Licenced Area with approval from Council and consideration must be given to the other users of the Licenced Area. Erected signs must comply with any relevant Statutory Requirements and policies of the Council. Any approved signs are to be installed at licensees' cost and need to be kept in good repair by licensees.

10. Dangerous equipment and installations

- 10.1 Licensees may only install or use within the Licensed Area equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use under their licence and must not install or bring onto the Licensed Area:
 - 10.1.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
 - 10.1.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard, unless the appropriate safety data sheets (SDS) are obtained;
 - 10.1.3 any heavy equipment or items that may damage the Licensed Area or Building; or
 - 10.1.4 any gas bottle unless it is stored in an area that is outside of the buildings on the Licensed Area and within cages and in accordance with all Statutory Requirements.
- 10.2 For any electrical equipment that licensees do have on the Licensed Area, annual testing and tagging must be carried out by licensees and evidence of such must be provided to the Council upon request.
- 10.3 Licensees must not obstruct any doorways within the Licensed Area (including doorways to toilets, change rooms and switchboards) and must not store items near such doorways.

11. Fire precautions

- 11.1 Licensees must comply with all Statutory Requirements relating to fire safety and procedures, including (if necessary and requested by the Council) preparing and maintaining a current emergency evacuation plan which must be visibly displayed within the Licensed Area, and the Council agrees to carry out any structural works or modifications or other building works which are required as a consequence of licensees' use and occupation of the Licensed Area.
- 11.2 Notwithstanding the above, the Council will be responsible for undertaking fire testing of related equipment and signs at its cost.

12. Sale of Food

Where licensees sell food as part of their Permitted Use, then they are required at their cost and expense in all things to comply with the provisions of the *Food Act 2001* (SA), including ensuring that they have all necessary fixtures, fittings, plant and equipment for the sale of

Approved Customer Service Charter (Licences)

food at the Licensed Area, and must submit a 'Food Business Notification' to the Council's Environmental Health Division prior to the sale of such food.

13. Alcohol

If licensees wish to have or sell alcohol on their Licensed Area during the Times of Use, they must comply with the liquor licence requirements in their licence document

14. Smoking and Vaping

Licensees acknowledge and agree that there will be no smoking/vaping within or around the Licensed Area as per SA Health laws and regulations.

15. Media and Communication

Licensees are responsible for obtaining all licences required by the Australian Communications and Media Authority (or other relevant body) for the broadcasting of music at or around the Licensed Area, and must also ensure that any media, newsletters or broadcasting in general contains no offensive material.

16. Notice of defect

Licensees must give the Council prompt notice in writing of any circumstance or event which might cause danger, risk or hazard to the Licensed Area or to any person in the Licensed Area or the Building and if required by the Council, immediately rectify any defect to make the Licensed Area safe from that danger, risk or hazard.

17. Security

- 17.1 Licensees must keep the Licensed Area securely locked at all times when the Licensed Area is not occupied or open for business, and the Council will recover any costs that it incurs as a result of callouts as a result of the Licensed Area being left unlocked.
- 17.2 If a Licensed Area includes a Building, it will be equipped with a Security Access System to manage licensees entry to the Building. Licensees will be granted access to the Building/s in the Licensed Area according to the Time of Use set out in their licenced document.
- 17.3 Licensees are not permitted to change or otherwise interfere with the Security Access System for the Building. Licensees must reimburse the Council for any costs incurred by the Council to reinstate any unauthorised changes to the Security Access System.
- 17.4 Licensees must return all security devices for the Licensed Area to the Council and advise the Council of all codes for security systems at the Licensed Area at the expiry or earlier termination of any licence. If any keys are lost during the Term or not returned upon expiry or termination of a licence, licensees must pay or reimburse the Council for the costs of replacing the lost keys and replacing the locks.

18. Insurance

18.1 Licensee must insure

Licensees must keep current during the Term:

- 18.1.1 public risk insurance for at least \$20,000,000.00 (or any other amount the Council reasonably requires) for each claim;

Approved Customer Service Charter (Licences)

18.1.2 all insurance in respect of the Licensee's Equipment for its full replacement value; and

18.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

18.2 Evidence of insurance

On or before the Commencement Date, and then whenever requested by the Council, licensees must give the Council certificates evidencing the currency of each policy.

18.3 Insurance affected

If licensees do anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Licensed Area or the Building, licensees must immediately pay the amount of that increase to the Council.

19. Repair and Maintenance

19.1 Repair and maintenance obligations

19.1.1 Licensees must keep and maintain the Licensed Area, the Licensee's Equipment and any Building Services situated within the Licensed Area, attached to the Licensed Area or which exclusively service the Licensed Area clean and in a safe condition.

19.1.2 If any part of the Licensed Area, including the Council's Equipment, is worn or damaged, licensees must notify the Council which will arrange for repair and/or replacement as necessary.

19.1.3 Licensees are responsible for the renewal, maintenance and safe operation of all Licensee's Equipment (refer to section 19.3 for further detail).

19.1.4 If the Council requires licensees to do so, licensees must (as determined by the Council) promptly reimburse the Council for the Council's costs of repairing damage to the Building caused or contributed to by the act, omission, negligence or default of licensees. In the event that the Council has to carry out repair works of this nature, it may temporarily restrict access to the Licensed Area if it deems that the works render the Licensed Area unsafe.

19.2 Separate Air-conditioning Plant

If there is air-conditioning plant that specifically services the Licensed Area, the Council will arrange for the service, maintenance and repair (includes replacement/renewal) of the air-conditioning plant or equipment as and when the Council determines is appropriate and licensees must permit the Council, and any person authorised by it for that purpose, to enter the Licensed Area and carry out such service, maintenance and repair at all reasonable times. Licensees will be required to pay or reimburse to the Council the cost of all power consumed by such air-conditioning plant or equipment during the Times of Use and the Council may recover any such amounts as a debt due.

19.3 General Requirements for Maintenance of Licensee's Equipment

Approved Customer Service Charter (Licenses)

19.3.1 Where licensees undertake maintenance of the Licensee's Equipment (or repairs and replacements) in accordance with their obligations under their licence, they must ensure that they are undertaken:

- (a) in a proper and satisfactory manner;
- (b) by using licensed tradespersons, and where applicable, provide the Council with Certificates of Compliance for the works undertaken;
- (c) in accordance with all conditions imposed by the Council on any consent given to a licensee by the Council under the licence;
- (d) in accordance with all Statutory Requirements; and
- (e) in a way to minimise disturbance to others.

19.4 Defined Events

Subject to its other rights under the relevant licence, the Council agrees to accept responsibility for the cost of repairs (and/or lodge an insurance claim) for damage to the Licensed Area or associated Licence Area (where applicable) arising out of the following events:

- 19.4.1 fire damage (including bushfire);
- 19.4.2 break-in/burglary, theft or attempted theft which has been report to the police;
- 19.4.3 stormwater including rainwater runoff;
- 19.4.4 flood;
- 19.4.5 the bursting, leaking, discharging or overflowing of water from fixed pipes, gutters, down pipes, sewer systems, hot water services, rain water tanks, sprinklers;
- 19.4.6 malicious damage by vandals which has been report to the police (excluding damage caused by licensees);
- 19.4.7 impact damage due to an external physical cause such as a fallen tree or tree branch, or a motor vehicle (damage resulting from sporting activity is the responsibility licensees);
- 19.4.8 explosions;
- 19.4.9 lightning strike; and
- 19.4.10 earthquake.

20. Alterations by Licensee

- 20.1 Licensees must not carry out any alterations or additions to the Licensed Area (which includes painting the Licensed Area) without the Council's consent, which can be obtained via application forms available on the Council's website and which may be subject to whatever conditions the Council sees fit.

Approved Customer Service Charter (Licenses)

- 20.2 Unless otherwise agreed in writing between the parties, all alterations and additions to the Land or the Licensed Area made pursuant to this clause become the property of the Council.
- 20.3 Licensees must pay all of the costs (including consultant's costs and legal costs) as a result of any alterations and additions to the Licensed Area.
- 20.4 For the avoidance of doubt and unless otherwise agreed, licensees will by default be responsible for the repair and maintenance of any alterations, approved or otherwise, for the duration of their licenses.

21. Cleaning

Licensees must:

- 21.1 keep the Licensed Area clean and tidy during the Times of Use;
- 21.2 remove all waste from within the Building in the Licensed Area at the end of each use;
- 21.3 take responsibility for the removal of waste and rubbish from the Licensed Area, including the management of any kerbside collection. Licensees who are the last to use the Licensed Area on the day before kerbside collection are responsible for taking the kerbside bins out to the kerbside for kerbside collection;
- 21.4 arrange the removal of any graffiti from any surface within the Building in the Licensed Area that is caused by the Licensee during their Time of Use;
- 21.5 not cause the Common Areas to be left untidy or in an unclean state or condition.

22. Assignment, sublicensing, hiring

- 22.1 Licensees may only assign their interest in their licence with the Council's consent, which may be granted at the Council's discretion and subject to any conditions that the Council sees fit.
- 22.2 Licensees may sublicense the Licensed Area without the prior approval of the Council, provided that they:
 - 22.2.1 document the sublicense arrangement using the Council's approved sublicense template at the time, which will be provided by the Council upon request, and which will include a requirement that proposed sublicensees have read and understood the head licence and this Charter and how it will apply to them;
 - 22.2.2 ensure that any sublicense fees are proportionate to the times of use granted and do not exceed fees under a licensees own licence arrangement; and
 - 22.2.3 notify the Council of the proposed sublicense arrangement and provide copies of all associated documentation, including the signed sublicense document.
- 22.3 When sublicensing the Licensed Area to various other users, licensees must:
 - 22.3.1 keep a clear record of all users' respective times of use and this must be available to the Council upon request; and
 - 22.3.2 meet with all users quarterly to discuss the use of the Licensed Area and attempt to resolve any issues.

Approved Customer Service Charter (Licences)

- 22.4 Licensees must if requested by the Council pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing with the Licensed Area, including in considering whether or not to grant consent to an assignment, sublicense or hire arrangement (if consent is required).

23. Licensee Governance

If requested, licensees must provide to the Council a copy of their constitution and any other documents that regulate their governance and operations including financial information.

24. Council Right to enter

The Council may enter a Licensed Area at any time for any reason, however must (except in an emergency) take reasonable steps to minimise interference with licensees' use and occupation of a Licensed Area.

25. Breach

If a licensee breaches any of its obligations under its licence or this charter, that breach will be dealt with in accordance with the terms set out under the relevant licence document.

26. Better use of Sporting Facilities

- 26.1 The Council invests significant funding each year into the upgrades and maintenance of the Licensed Area and in recognition of this, requires all licensees to utilise the Licensed Area for greater community benefit wherever possible. The Council has developed a list of principles and criteria for the use of all of its assets as follows which all licensees should be striving to live up to and achieve, as set out below:

Financial	Licensees should be financially sound and plan for their future growth and development;
Governance	Licensees should have a current Constitution and a full committee;
Participant Engagement	Licensees should engage with participants, volunteers, families and the broader community;
Social Inclusion and Community Participation	Licensees should be providing opportunities for the greater Community to utilise the facility;
Human Resource Management	Licensees should demonstrate that they value and appreciate participants, volunteers, families and the broader community
Sustainability and Future Growth	Licensees should demonstrate growth and succession planning;
Maximum Utilisation of Sporting Grounds	Licensees should use sports grounds to their optimum capacity;
Clubroom and Building Capacity	Licensees should use clubrooms and associated buildings to their optimum capacity;

Approved Customer Service Charter (Licenses)

Compliance	Licensees should fulfill all responsibilities under the terms of their agreements and this Charter;
Affiliation	Licensees should strive to be affiliated with the state or national body of their sport where relevant; and
Council Acknowledgement	Licensees should recognise the Council's partnership and financial contribution.

- 26.2 The Council will carry out annual 'health checks' with all licensees to assess compliance with the above principles and to determine if licensees have the correct category of licence, noting that the various categories will have different levels of expectation in relation to the above. Similarly, if the Council observes that these requirements are not being satisfactorily met by licensees then this may be considered a breach of a licensee's licence and the Council reserves the right to take the necessary action to ensure that the Licensed Area is utilised to its full potential.

27. Council Events

Licensees are required to make their Licensed Area, including buildings, available for Council-run or endorsed events and activities when not in use by the licensee, including during the Times of Use. Licensees shall not have a right of refusal for activities that benefit the general community if such activities do not impact on the licensee's use of the Licensed Area. The Council shall not be charged a fee for use of the Licensed Area.

Approved Customer Service Charter (Licenses)

CUSTOMER SERVICE CHARTER

CATEGORY A, B1, C & D LEASES

The City of Salisbury has designed this Customer Service Charter to be read in conjunction with all leases held over Council assets by community/sporting groups.

This Charter sets out the rights, obligations and responsibilities of both lessees (i.e. tenants) and the Council (as landlord) when it comes to leases and associated licenses of areas that are related or connected to the leased areas.

Each lessee will have their own lease document which will contain the core lease terms, including party details, details of the premises, commercial details such as rent and outgoings, end of lease obligations, and also details regarding specific licensed areas that are associated with each lease. The leases will also contain legal clauses regarding indemnities, warranties etc. which are important to be aware of.

The purpose of this Charter is to set out clearly some of the more common issues in an easy-to-read document for the benefit of the lessees, which in turn allows the lease documents to be shortened.

Please note that words or terms in this Charter that are capitalised have the same meaning as defined in the corresponding lease/licence document.

The obligations and responsibilities set out in this Charter are legally binding on lessees once they have entered into the corresponding lease document, which will include wording linking it to this Charter and setting out that a breach of any of the terms in either document constitutes a breach of both documents.

Customer Service Charter (Leases)

GENERAL

The following requirements apply to all holders of occupancy rights on Council land.

Code of Conduct

A code of conduct is set to ensure a positive, respectful, and cooperative environment that promotes the enjoyment and development of sports for all participants.

- All lessees/licensees are to treat each other with respect and courtesy at all times. This includes players, coaches, officials, volunteers, and spectators. Any concerns should be raised respectfully through the proper channels.
- All lessees/licensees are to use appropriate language at all times. Offensive, abusive, or vulgar language is not tolerated.
- All lessees/licensees are to promote an inclusive environment that respects diversity and does not tolerate discrimination of any kind.
- All lessees/licensees are to ensure that all activities are conducted in a safe manner. This includes proper use of equipment and adherence to all safety guidelines.

Conflict Resolution

From time to time, disputes between lessees/licensees might occur. Lessees/licensees should endeavour to maintain a good relationship with other occupants and negotiate matters to achieve an outcome that is agreeable to the parties involved.

In instances where a dispute relates to the priority of use of a particular asset, the formal and documented Times of Use of each occupant should be the first basis for resolving such a dispute.

In instances when disputes cannot be resolved, lessees/licensees should notify the Council in writing of the dispute (addressed to the Manager Urban, Recreation & Natural Assets at sportsleasing@salisbury.sa.gov.au) to escalate the matter. The Council may appoint a lease and licensing specialist, manager, general manager or independent party to mediate the matter and may in instances give instruction to lessees/licensees in order to resolve the dispute, which must be complied with by all involved.

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RIGHTS AND OBLIGATIONS UNDER LEASES

1. Permitted Use

Lessees must use the Premises only for the Permitted Use (defined in the lease document) and must not use or allow the Premises to be used for any other use without the Council's consent.

2. Offensive activities

Lessees must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance on the Premises at any time, and must ensure at all times that activities conducted on or from the Premises do not discredit the Council.

3. Statutory Requirements

Lessees must comply with all Statutory Requirements (effectively all laws including the *Work Health and Safety Act 2012*) and all relevant policies and by-laws of the Council relating to each lessees' use and occupation of the Premises, as well as the Permitted Use.

4. Environmental Duties

Lessees must comply with the general environmental duty under Section 25 of the *Environment Protection Act 1993* and with all other requirements relating to the protection of the environment and any directions given by the Council regarding health, safety or environmental protection.

5. Use of facilities

5.1 Lessees must ensure that Building Services and all other facilities (which includes, for avoidance of doubt, playing surfaces and associated infrastructure) provided by the Council within the Building or the Premises are not altered without consent, and are used carefully and responsibly and in accordance with any instructions or directions that may be given by the Council from time to time, and will be responsible for any costs that result from misuse.

5.2 Lessees must ensure that female toilets are supplied with sanitary bins.

6. Signs

Lessees must not place any sign or advertisement on the outside or inside (if they can be seen from outside) of the Premises, except a sign or advertisement which is approved by the Council and complies with any relevant Statutory Requirements and policies of the Council. Any approved signs are to be installed at lessees' cost, and need to be kept in good repair by lessees.

7. Dangerous equipment and installations

7.1 Lessees 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 under their lease and must not install or bring onto the Premises:

- 7.1.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
- 7.1.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard, unless the appropriate safety data sheets (SDS) are obtained;
- 7.1.3 any heavy equipment or items that may damage the Premises or Building; or

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7.1.4 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.

7.2 For any electrical equipment that lessees do have on the Premises, annual testing and tagging must be carried out by lessees and evidence of such must be provided to the Council upon request.

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

8. Fire precautions

8.1 Lessees must comply with all Statutory Requirements relating to fire safety and procedures, including preparing and maintaining a current emergency evacuation plan which must be visibly displayed within the Premises, and the Council agrees to carry out any structural works or modifications or other building works which are required as a consequence of lessees' use and occupation of the Premises.

8.2 Notwithstanding the above, the Council will be responsible for undertaking fire testing of related equipment and signs at its cost.

9. Sale of Food

Where lessees sell food as part of their Permitted Use, then they are required at their cost and expense in all things to comply with the provisions of the *Food Act 2001 (SA)*, including ensuring that they have all necessary fixtures, fittings, plant and equipment for the sale of food at the Premises, and must submit a 'Food Business Notification' to the Council's Environmental Health Division prior to the sale of such food.

10. Alcohol

If lessees wish to have or sell alcohol on their Premises, they must comply with the liquor licence requirements in their lease document.

11. Smoking and Vaping

Lessees acknowledge and agree that there will be no smoking/vaping within or around the Premises as per SA Health laws and regulations.

12. Media and Communication

Lessees are responsible for obtaining all licences required by the Australian Communications and Media Authority (or other relevant body) for the broadcasting of music at or around the Premises, and must also ensure that any media, newsletters or broadcasting in general contains no offensive material.

13. Notice of defect

Lessees must give the Council prompt notice in writing of any circumstance or event which might cause danger, risk or hazard to the Premises or to any person in the Premises or the Building and if required by the Council, immediately rectify any defect to make the Premises safe from that danger, risk or hazard.

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14. Security

- 14.1 Lessees must keep the Premises securely locked at all times when the Premises are not occupied or open for business, and the Council will recover any costs that it incurs as a result of callouts as a result of the Premises being left unlocked.
- 14.2 Lessees are responsible for installing any security systems, including CCTV and alarms.
- 14.3 Where the Premises is protected by a security alarm, lessees must immediately provide the Council with the security alarm access code.
- 14.4 Lessees are not permitted to change or otherwise interfere with the Council's key lock system for the Building. Lessees must reimburse the Council for any costs incurred by the Council to reinstate any unauthorised changes to the Council's key lock system.
- 14.5 The Council will supply two sets of keys to lessees and for any additional keys a request must be submitted to the Council with lessees responsible for all costs.
- 14.6 Lessees 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 any lease. If any keys are lost during the Term or not returned upon expiry or termination of a lease, lessees must pay or reimburse the Council for the costs of replacing the lost keys and replacing the locks.

15. Insurance**15.1 Lessee must insure**

Lessees must keep current during the Term:

- 15.1.1 public risk insurance for at least \$20,000,000.00 (or any other amount the Council reasonably requires) for each claim;
- 15.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 15.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

15.2 Evidence of insurance

On or before the Commencement Date under leases, and then whenever requested by the Council, lessees must give the Council certificates evidencing the currency of each policy.

15.3 Insurance affected

If lessees do 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, lessees must immediately pay the amount of that increase to the Council.

16. Repair and Maintenance**16.1 Repair and maintenance obligations**

- 16.1.1 Lessees must keep and maintain the Premises, the Lessee's Equipment and any Building Services situated within the Premises, attached to the Premises or which exclusively service the Premises in good repair, order and condition.
- 16.1.2 If any part of the Premises is worn or damaged, lessees must notify the Council which will arrange for repair and/or replacement as necessary.
- 16.1.3 Lessees are responsible for the renewal, maintenance and safe operation of all Lessee's Equipment (refer to section 16.3 for further detail).
- 16.1.4 If the Council requires lessees to do so, lessees must (as determined by the Council) promptly reimburse the Council for the Council's costs of repairing damage to the Building caused or contributed to by the act, omission, negligence or default of lessees. In the event that the Council has to carry out repair works of this nature, it may temporarily restrict access to the Premises if it deems that the works render the Premises unsafe.
- 16.1.5 Notwithstanding, and without derogating from any other provision, lessees must comply with the obligations specified in the Maintenance Schedule at Annexure 1 to this Charter.

16.2 Separate Air-conditioning Plant

If there is air-conditioning plant that specifically services the Premises, the Council will arrange for the service, maintenance and repair (includes replacement/renewal) of the air-conditioning plant or equipment as and when the Council determines is appropriate and lessees 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. Lessees will be required to pay or reimburse to the Council the cost of all power consumed by such air-conditioning plant or equipment and the Council may recover any such amounts as a debt due.

16.3 General Requirements for Maintenance of Lessee's Equipment

- 16.3.1 Where lessees undertake maintenance of the Lessee's Equipment (or repairs and replacements) in accordance with their obligations under their lease, they must ensure that they are undertaken:
 - (a) in a proper and satisfactory manner;
 - (b) by using licensed tradespersons, and where applicable, provide the Council with Certificates of Compliance for the works undertaken;
 - (c) in accordance with all conditions imposed by the Council on any consent given to the Lessee by the Council under the lease;
 - (d) in accordance with all Statutory Requirements; and
 - (e) in a way to minimise disturbance to others.

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16.4 Defined Events

Subject to its other rights under the relevant lease, the Council agrees to accept responsibility for the cost of repairs (and/or lodge an insurance claim) for damage to the Premises or associated Licence Area (where applicable) arising out of the following events:

- 16.4.1 fire damage (including bushfire);
- 16.4.2 break-in/burglary, theft or attempted theft which has been reported to the police;
- 16.4.3 stormwater including rainwater runoff;
- 16.4.4 flood;
- 16.4.5 the bursting, leaking, discharging or overflowing of water from fixed pipes, gutters, down pipes, sewer systems, hot water services, rain water tanks, sprinklers;
- 16.4.6 malicious damage by vandals which has been reported to the police (excluding damage caused by lessees);
- 16.4.7 impact damage due to an external physical cause such as a fallen tree or tree branch, or a motor vehicle (damage resulting from sporting activity is the responsibility of the lessees);
- 16.4.8 explosions;
- 16.4.9 lightning strike; and
- 16.4.10 earthquake.

17. Alterations by Lessee

- 17.1 Lessees must not carry out any alterations or additions to the Premises (which includes painting the Premises) without the Council's consent, which can be obtained via application forms available on the Council's website and which may be subject to whatever conditions the Council sees fit.
- 17.2 Unless otherwise agreed in writing between the parties, all alterations and additions to the Land or the Premises made pursuant to this clause become the property of the Council.
- 17.3 Lessees must pay all of the costs (including consultant's costs and legal costs) as a result of any alterations and additions to the Premises.
- 17.4 For the avoidance of doubt and unless otherwise agreed, lessees will by default be responsible for the repair and maintenance of any alterations, approved or otherwise, for the duration of their leases.

18. Cleaning

Lessees must:

- 18.1 keep the Premises clean and tidy;
- 18.2 take responsibility for the removal of waste and rubbish from the Premises, including the management of any kerbside collection;

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- 18.3 arrange the removal of any graffiti from any surface within the Premises;
- 18.4 at its cost, arrange for an annual pest inspection to be carried out with respect to the Premises by a licensed pest control company, and must provide the Council with a copy of the annual pest inspection report within 14 days of receiving the report from the relevant company; and
- 18.5 not cause the Common Areas to be left untidy or in an unclean state or condition.

19. Assignment, subletting, hiring

- 19.1 Lessees may only assign their interest in their lease with the Council's consent, which may be granted at the Council's discretion and subject to any conditions that the Council sees fit.
- 19.2 Lessees may sublease the Premises without the prior approval of the Council, provided that they:
 - 19.2.1 document the sublease arrangement using the Council's approved sublease template at the time, which will be provided by the Council upon request, and which will include a requirement that proposed sublessees have read and understood the head lease and this Charter and how it will apply to them;
 - 19.2.2 ensure that any sublease rent/fees are proportionate to the times of use granted and do not exceed fees under a lessees own lease arrangement; and
 - 19.2.3 notify the Council of the proposed sublease arrangement and provide copies of all associated documentation, including the signed sublease document.
- 19.3 Lessees may hire out the Premises without the Council's consent provided that hiring the Premises is consistent with the relevant Permitted Use and not for a period exceeding 24 hours (unless otherwise agreed).
- 19.4 Lessees must if requested by the Council pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing with the Premises, including in considering whether or not to grant consent to an assignment, sublease or hire arrangement (if consent is required).

20. Lessee Governance

If requested, lessees must provide to the Council a copy of their constitution and any other documents that regulate their governance and operations including financial information.

21. Council Right to enter

The Council may (except in an emergency when no notice is required) enter the Premises after giving lessees reasonable notice:

- 21.1 to see the state of repair of the Premises;
- 21.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 21.3 to do anything the Council must or may do under this lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 21.4 to show prospective lessees through the Premises during the last 6 months of the Term.

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22. Breach

If a lessee breaches any of its obligations under its lease or this charter, that breach will be dealt with in accordance with the terms set out under the relevant lease document.

23. Better use of Sporting Facilities

- 23.1 The Council invests significant funding each year into the upgrades and maintenance of the Premises and in recognition of this, requires all lessees to utilise the Premises for greater community benefit wherever possible. The Council has developed a list of principles and criteria for the use of all of its assets as follows which all lessees should be striving to live up to and achieve, as set out below:

Financial	Lessees should be financially sound and plan for their future growth and development;
Governance	Lessees should have a current Constitution and a full committee;
Participant Engagement	Lessees should engage with participants, volunteers, families and the broader community;
Social Inclusion and Community Participation	Lessees should be providing opportunities for the greater Community to utilise the facility;
Human Resource Management	Lessees should demonstrate that they value and appreciate participants, volunteers, families and the broader community
Sustainability and Future Growth	Lessees should demonstrate growth and succession planning;
Maximum Utilisation of Sporting Grounds	Lessees should use sports grounds to their optimum capacity;
Clubroom and Building Capacity	Lessees should use clubrooms and associated buildings to their optimum capacity;
Compliance	Lessees should fulfill all responsibilities under the terms of their agreements and this Charter;
Affiliation	Lessees should strive to be affiliated with the state or national body of their sport where relevant; and
Council Acknowledgement	Lessees should recognise the Council's partnership and financial contribution.

- 23.2 The Council will carry out annual 'health checks' with all lessees to assess compliance with the above principles and to determine if lessees have the correct category of lease, noting that the various categories will have different levels of expectation in relation to the above. Similarly, if the Council observes that these requirements are not being satisfactorily met by

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lessees then this may be considered a breach of a lessee's lease and the Council reserves the right to take the necessary action to ensure that the Premises is utilised to its full potential.

24. Council Events

Lessees are required to make their Premises, including buildings and associated licensed sporting grounds, available for Council-run or endorsed events and activities when not in use by the Lessee. The Lessee shall not have a right of refusal for activities that benefit the general community if such activities do not impact on the Lessee's use of the Premises. The Council shall not be charged a fee for use of the Premises.

Licence Area Associated with a Lease

Some leases will include an associated Licence Area, in addition to the Premises, over which lessees will receive non-exclusive occupancy rights for various uses as set out in the Special Conditions of the relevant lease document. As a general rule, the same rights and obligations apply with respect to Licence Areas except as varied by the below sections of the Charter or the lease document. The following sections of this Charter set out the key rights and obligations of the parties when it comes to licensed areas associated with a lease, with the rest of the terms of the relevant licenses to be found in the lease document.

25. Non-Exclusive Rights and Third-Party Use

25.1 Lessees must understand that they do not and will not have exclusive possession or use of the Licence Area during the Licence Term and the Council will, from time to time, grant:

25.1.1 short term licenses over the Licence Area to Casual Users; and

25.1.2 licenses to other long-term users for shared use of the Licence Area;

provided always that in granting such licenses, the Council will:

25.1.3 where practicable, consult with lessees; and

25.1.4 provide lessees with as much notice as is reasonably practicable.

25.2 Where more than one licence has been granted by the Council for the use of the Licence Area or any part of it, at a time during which a particular user has scheduled season games or finals, then that user has priority use over any other user who proposes to use the Licence Area for pre-season games and training. Where two or more users require the Licence Area for scheduled season games or finals at the same time, then the users must meet and discuss in good faith a compromised solution that is acceptable to both parties and if the users are unable to agree on a compromise, the Council's Manager Urban, Recreation and Natural Assets or the equivalent position will make a decision on the use of the Licence Area during the relevant period and that decision will be final and binding on the relevant parties.

26. Sub-Licensing

26.1 Lessees may sublicense the Licence Area to other users without the prior approval of the Council provided that they:

26.1.1 document the sublicense arrangement using the Council's approved sublicense template at the time, which will be provided by the Council upon request, and

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which will include a requirement that proposed sublicensees have read and understood the head lease and associated licence, and this Charter and how it will apply to them;

26.1.2 ensure that any sublicense fees are proportionate to the times of use granted and do not exceed fees under a lessees own arrangement; and

26.1.3 notify the Council of the proposed sublicense arrangement and provide copies of all associated documentation, including the signed sublicense document.

26.2 Subject to the above, use of the facilities by anyone other than lessees will be governed by Council's relevant policies.

26.3 Lessees are required to manage all sublicense arrangements and compliance with the terms thereunder.

26.4 If lessees are aware of any existing arrangements that would fall under this section before entering into their lease, they must notify the Council prior to the Commencement Date.

27. Use of Licence Areas

Licensees are responsible for ensuring that Licence Areas are used in a responsible and careful manner and are responsible for the condition of Licence Areas. For example, licensees should not allow the use of Licence Areas after heavy rainfall if that is likely to cause significant damage to the Licence Area.

28. Maintenance, repair and alterations

For the avoidance of doubt, the same maintenance/repair/alterations requirements that apply to a leased Premises (as set out above at sections 16 and 17) apply to Licence Areas.

29. No Vehicles

Lessees must not allow any person to drive, ride or park a vehicle or licence a vehicle to be driven or ridden in upon or over any part of the Licence Area without the prior written approval of the Council.

30. Additional Use of Licence Area

Lessees must obtain separate permission for any use of the Licence Area for any and all activities other than the training or playing of the sport for which a licence has been issued.

31. Events Within Licence Area

If a lessee is approached by an individual/group/organisation to hold an event/fete/activity or like activity within the Licensed Area, these contacts must be referred Sports Leasing division of the Council for approval.

32. To Obey Directions

Lessees must comply with and cause to be complied with all Council directions rules and by-laws regarding the Licence Area or the Licence Area Permitted Use.

33. Public Access and Membership

33.1 Lessees must allow unrestricted public access to Licence Areas at times when they are not using them, including Licence Areas that have permitter fencing.

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- 33.2 Lessees may be required by the Council to place signs on the Premises and in clear view of the Licence Area which outline the Times Of Use for the Licence Area and when the public are prohibited from entering the Licence Area.

34. Alterations by Council

- 34.1 Lessees must permit the Council and any person authorised by the Council at all times during the Term:

34.1.1 to carry out inspections of or alterations to the Licence Area, including to carry out seasonal turf works; and

34.1.2 to carry out inspections of or alterations or additions to or other works including the removal of buildings, fixtures, fittings or structures on or about the Licence Area,

noting that the Council must cause as little disturbance as is practicable to lessees in undertaking such works.

35. Emergencies

In an emergency, the Council may without notice enter the Licence Area to carry out any works deemed necessary by the Council.

Annexure 1 – Maintenance Schedule

Building Maintenance Responsibilities:

This schedule outlines the particular responsibilities of Council and the Lessee under each lease, and must be read in conjunction with the relevant Lease and the Charter to which this is annexed.

Note: Building/Playing Fields - If installed by the Lessee, Fixtures & Fittings are the Lessee's responsibility

All requirements for the Council to undertake repairs and maintenance will be determined by the Council in its absolute discretion.

1. Building - External:

	Lessee	Council
Doors/locking mechanisms	<ul style="list-style-type: none"> minor adjustments to make openable key replacement (NB - Council master key system - locks not to be altered). no additional locks, padlocks, slide bolts are to be installed by the Lessee without the Council's prior consent. Council requires access to all areas of the building for security and maintenance purpose. notify the Council of requirements for repairs to and replacements of door locks. 	<ul style="list-style-type: none"> keep doors operational - repair (e.g. if door off hinge/broken lock). repair/replace locks, door coverings. Council will supply the Lessee with a certain number of keys for the facility as determined by the Council (which will not be less than two). Any additional keys required by the Lessee will be at a cost to the Lessee. All keys must be registered in Council's key management system.
Gas bottles	<ul style="list-style-type: none"> store all gas bottles in an external caged area in accordance with all Statutory Requirements. 	<ul style="list-style-type: none"> install caged area where necessary and maintain structural stability - replace/repair/repaint in accordance with Council's Asset Management Plan. Responsible for inspection and maintenance to fixed gas fixtures, connections to

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1. Building - External:

	Lessee	Council
		ensure compliance
Paint finishes	<ul style="list-style-type: none"> touch up where damaged, repaint with two coats every five years or as otherwise reasonably directed by the Council. 	<ul style="list-style-type: none"> repaint as required through routine maintenance.
Pest control	<ul style="list-style-type: none"> responsible for all pest control excluding termite control. 	<ul style="list-style-type: none"> responsible for termite control.
Roof & guttering	<ul style="list-style-type: none"> monitor and report any damages or failures to Council. 	<ul style="list-style-type: none"> repair/replace roof covering and guttering as required. repair roof leaks as required. Council to clean guttering and keep free of debris through routine maintenance.
Security lights	<ul style="list-style-type: none"> monitor and report any damages or failures to Council. 	<ul style="list-style-type: none"> Total Responsibility.
Signs	<ul style="list-style-type: none"> Responsible for club signs and advertisements associated with club sponsors. Refer to Clause 6 of the Lease Customer Service Charter. 	<ul style="list-style-type: none"> Responsible for all other wayfinding signs and signs with Council logo, eg. Fire exit signs .
Stairwells/staircase	<ul style="list-style-type: none"> keep free of debris. keep access/egress areas clear. 	<ul style="list-style-type: none"> repair/replace, e.g. balustrades, treads, risers and landings as required
Stormwater system	<ul style="list-style-type: none"> monitor and report any damage or failures to Council. 	<ul style="list-style-type: none"> maintain/repair/replace as required.
Walls	<ul style="list-style-type: none"> remove graffiti that arises from a negligent act or omission of the Lessee to a standard specified by Council. wash/clean periodically. 	<ul style="list-style-type: none"> maintain structural stability - replace/repair/repaint in accordance with Council's Asset Management Plan.

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1. Building - External:

	Lessee	Council
	<ul style="list-style-type: none"> repair all damage (including painting, etc.) caused by the Lessee's invitees and visitors. 	<ul style="list-style-type: none"> remove graffiti. replace/repair/repaint any damage to the premises resulting from any action as outlined in Clause 13.7 – Defined Events.
Windows	<ul style="list-style-type: none"> clean glazing. replace glazing (if damaged by the Lessee or its invitees or visitors). 	<ul style="list-style-type: none"> repair/replace frames and opening/closing mechanism as required. repairs required to remedy damage caused by vandalism that is not otherwise the Lessee's responsibility. replace/repair/repaint any damage to the premises resulting from any action as outlined in Clause 13.7 – Defined Events.
BBQs	<ul style="list-style-type: none"> responsible for all portable BBQs and associated infrastructure. 	<ul style="list-style-type: none"> responsible for all fixed BBQs assets and associated infrastructure. renewal will be at Council's discretion and will depend on the upkeep of these assets by the lessee.
External Defibrillators	<ul style="list-style-type: none"> monitor and report any damages or failures to Council. 	<ul style="list-style-type: none"> responsible for the installation, testing and maintain of defibrillators in accordance with relevant legislation.

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2. Building - Internal:

	Lessee	Council
Air conditioning units/thermostats (bought by community groups or Council - addition to building)	<ul style="list-style-type: none"> To ensure good air flow, lessee should clean the air filters as required. monitor and report any damages or failures to Council. 	<ul style="list-style-type: none"> Responsible for maintenance of compressor units as required. Responsible for renewal when asset is no longer serviceable.
Carpets	<ul style="list-style-type: none"> regularly clean - removal of all stains. 	<ul style="list-style-type: none"> repair/replace to appropriate finish at end of serviceable life.
Ceilings	<ul style="list-style-type: none"> regularly clean. keep free from cobwebs etc. 	<ul style="list-style-type: none"> repair, e.g. roof leaks/replace as required. repaint as required.
Commercial Grade Deep Fryers	<ul style="list-style-type: none"> clean and maintain deep fryers installed by the Lessee. dispose of waste in compliance with SA Water and all other relevant Regulations. 	<ul style="list-style-type: none"> maintain deep fryers installed by Council. Council will replace at end of serviceable life.
Dishwashers	<ul style="list-style-type: none"> Lessee is responsible for all cleanliness and general maintenance, repair and or replacement of any dishwasher installed. Lessee assumes all responsibility for any damages sustained as a result of faults and/or maintenance of the dishwasher. 	<ul style="list-style-type: none"> nil responsibility.

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2. Building - Internal:

	Lessee	Council
Drainage piping	<ul style="list-style-type: none"> keep free from blockages by ensuring no foreign materials are placed down the drains. 	<ul style="list-style-type: none"> Council will maintain and should the cause of any blockage be as a result of a negligent or deliberate act or omission of the Lessee the Council's maintenance and repair costs will be recovered from the Lessee
Electrical services – switch- boards, distribution boards, power/lighting circuits	<ul style="list-style-type: none"> no access to the switchboard by the lessee. Lessee should report any electrical issue to Council. The distribution board must remain unobstructed at all times, ensuring clear access is maintained. A minimum clearance of 1 meter must be observed from all faces of the switchboard, in accordance with AS/NZS 3000:2018. monitor and report any damages or failures to Council 	<ul style="list-style-type: none"> total responsibility Council will attend the site to investigate electrical issues after hours. If an electrician is required, this may delay the restoration of power to the premises or leased area.
Electrical testing and tagging	<ul style="list-style-type: none"> undertake annual; testing and tagging of all electrical equipment owned by the lessee. If required, Council may undertake testing and tagging on the Lessee's behalf, and recover costs from the Lessee. 	<ul style="list-style-type: none"> Responsibility of ensuring electrical safety of Council assets.

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2. Building - Internal:

	Lessee	Council
<p>Fixed Cool Rooms and Fixed Heaters</p> <p>Note: Cool Room means a large fixed cupboard which cannot be freely relocated without causing alterations to the building, or a room, kept at a temperature lower than room temperature for long term stable and safe storage of foodstuff. A free-standing refrigerator or freezer does not constitute a cool room.</p>	<ul style="list-style-type: none"> regularly clean. keep free of mould, debris and grime. 	<ul style="list-style-type: none"> Council is responsible for the ongoing maintenance/repair/replacement of heater and/or cool rooms under the "Cool Rooms" definition. renewal will be at Council's discretion and will depend on the upkeep of these assets by the lessee.
Fire extinguishers, Emergency lights & Exit Light	<ul style="list-style-type: none"> monitor and report any damages or failures to Council. 	<ul style="list-style-type: none"> total responsibility.
Grease Trap	<ul style="list-style-type: none"> responsible to apply for a trade waste permit and pay annual SA Water audit charges associated with grease traps. Lessee will reimburse the Council all associated costs. If required, the Council may arrange for routine grease trap pump-out services on behalf of the Lessee and recover the cost from the Lessee. 	responsible to maintain/repair and replace structure as required.
Hot water system/Cold water system	<ul style="list-style-type: none"> monitor and report any damages or failures to Council 	<ul style="list-style-type: none"> total responsibility.

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2. Building - Internal:

	Lessee	Council
Internal walls	<ul style="list-style-type: none"> • clean. • keep free of mould/grime. 	<ul style="list-style-type: none"> • repair cracking/repaint/replace as required. Any damage incurred as a result of a negligent or deliberate act or omission of the Lessee, the Council's maintenance and repair costs will be recovered from the Lessee
Lighting	<ul style="list-style-type: none"> • monitor and report any damages or failures to Council. 	<ul style="list-style-type: none"> • repair/replace - wiring connections as required. • replace fitting at end of life. • Replace luminaires as required.
Loose furniture, e.g. freestanding cupboards, curtains, chairs, etc.	<ul style="list-style-type: none"> • total maintenance responsibility. 	<ul style="list-style-type: none"> • nil responsibility.
Miscellaneous equipment (installed by the Lessee)	<ul style="list-style-type: none"> • total maintenance responsibility • permission must be obtained from Council prior to any miscellaneous equipment being installed in the premises 	<ul style="list-style-type: none"> • nil responsibility.
Pest Control	<ul style="list-style-type: none"> • responsible for all pest control excluding termite control 	<ul style="list-style-type: none"> • responsible for termite control
Range hood/extractor fan/exhaust canopy	<ul style="list-style-type: none"> • Lessee responsible to keep clean and replace filters 	<ul style="list-style-type: none"> • responsible to maintain/repair and replace structure as required.

Customer Service Charter (Leases)

2. Building - Internal:

	Lessee	Council
Security Alarms	<ul style="list-style-type: none"> supply codes to the Council. full responsibility for system service and maintenance. 	<ul style="list-style-type: none"> nil responsibility.
Smoke detectors	monitor and report any damage or failures to Council.	<ul style="list-style-type: none"> total responsibility for installation. full responsibility for maintenance (i.e. lessee responsible to replace batteries on an annual basis).
Stairwells, staircases	<ul style="list-style-type: none"> regularly clean. keep free from debris/cobwebs. 	<ul style="list-style-type: none"> repair/replace, e.g. balustrades, treads, risers and landings as required.
Stoves: hardwired/gas	<ul style="list-style-type: none"> Clean after use, ensure that surfaces, internal and external are kept clean after each use. monitor and report any damage or failures to Council. 	<ul style="list-style-type: none"> responsibility for maintenance and renewal when the equipment is no longer serviceable.
Telecommunications - phone/PABX systems	<ul style="list-style-type: none"> total responsibility. 	<ul style="list-style-type: none"> nil responsibility.
Vinyl/concrete/tiled/other floors	<ul style="list-style-type: none"> regularly clean. if applicable, polish floors at least once per year. 	<ul style="list-style-type: none"> repair/replace to appropriate finish as required.
Water/waste services - associated fittings	<ul style="list-style-type: none"> clean fittings, e.g. taps, toilets, sinks 	<ul style="list-style-type: none"> repair/replace, e.g. tap ware, sinks, drains, toilets as required. Replace washers.

Customer Service Charter (Leases)

3. Playing Surfaces:

	Lessee	Council
Athletics (long jump pits, discuss cages etc.)	<ul style="list-style-type: none"> monitor and report any damage or failures to Council 	<ul style="list-style-type: none"> full responsibility.
Construction of Concrete Pitches	<ul style="list-style-type: none"> monitor and report any damage or failures to Council 	<ul style="list-style-type: none"> full responsibility.
Covering or uncovering hard wickets	<ul style="list-style-type: none"> monitor and report any damage or failures to Council 	<ul style="list-style-type: none"> once only at beginning and end of each cricket season (twice per year). where the Lessee has any special requests for additional work from the Council, the Lessee is responsible for all costs associated with that request.
Floodlighting / Sports Field Lighting	<ul style="list-style-type: none"> monitor and report any damage or failures to Council 	<p>Council has full responsibility including but not limited to:</p> <ul style="list-style-type: none"> maintain structure, wiring and switch gear and ensure that the service supply and switchboard to the Building is capable of carrying the loadings; replace all globes; and replace due to expired serviceable life in accordance with Council's lighting program.

Customer Service Charter (Leases)

3. Playing Surfaces:

	Lessee	Council
Goal posts (soccer/football/ netball) permanently fixed for the season	<ul style="list-style-type: none"> monitor and report any damage or failures to Council for permanent goals if new permanent goals are required due to club growth, the lessee may purchase and install new goals at its cost (subject to any approvals of Council required by the Lessee). Any new goals once installed will become a Council asset and the Council will maintain from that point on. 	<ul style="list-style-type: none"> responsible for maintenance of all existing permanent goals. Council will only replace due to expired serviceable life. goals will be fixed in place for the season.
Improvements, coaches boxes etc.	<ul style="list-style-type: none"> responsible for portable coaches' boxes. minor maintenance including, but not limited to, patch painting and keeping all surfaces clean and free of debris or hazard. 	<ul style="list-style-type: none"> full fixed structure responsibility.
Line-marking hard courts	<ul style="list-style-type: none"> Lessee responsibility. 	<ul style="list-style-type: none"> Council will carry out if requested by the Lessee at the Lessee's cost.

Customer Service Charter (Leases)

3. Playing Surfaces:

	Lessee	Council
Line-marking ovals	<ul style="list-style-type: none"> • full responsibility using only water based acrylic paint or similar. Chemicals or other agents that damage the turf are not permitted. Any damage caused to the reserve as a result of the Lessee using chemicals or other agents will be repaired by Council and the costs for any such repairs will be sent to the Lessee for reimbursement. • Lessee is responsible to ensure that all lines marked and boundary lines are within the permitted guidelines and comply with Australian Standards. 	<ul style="list-style-type: none"> • nil responsibility.
Permanent Fencing & Nets (i.e. chain mesh fencing)	<ul style="list-style-type: none"> • monitor and report any damages or failures to Council. 	<ul style="list-style-type: none"> • full responsibility.
Scoreboards	<ul style="list-style-type: none"> • Ensure that scoreboards are kept clean. 	<ul style="list-style-type: none"> • Council takes ownership of digital scoreboards whether they are funded by grant or financed by the Lessee. Renewal and maintenance of digital scoreboards will be Council's responsibility.

Customer Service Charter (Leases)

3. Playing Surfaces:

	Lessee	Council
Storage	<ul style="list-style-type: none"> full responsibility. No storage of goods or equipment is allowed in front of exit doors, switchboard, fire extinguishers, toilet or change room facilities. All gas bottles are to be stored externally in a lockable cage as per legislation and in accordance with clause 8.13. 	<ul style="list-style-type: none"> nil responsibility.
Temporary fencing & Nets (i.e. tennis nets, cricket netting)	<ul style="list-style-type: none"> full responsibility. 	<ul style="list-style-type: none"> nil responsibility.
Temporary goals	<ul style="list-style-type: none"> full responsibility for all temporary/portable goals including correct application of netting and storage of goals in accordance with the relevant Australian Standards. 	<ul style="list-style-type: none"> nil responsibility.
Turf wickets	<ul style="list-style-type: none"> repair, maintain and replace. 	<ul style="list-style-type: none"> nil responsibility.
IPOS Reports	<ul style="list-style-type: none"> Lessee is responsible to ensure any high risk issues are rectified within 1 week of notification received. 	<ul style="list-style-type: none"> Council will carry out compliance audits and report any high risk issues to lessee.

Customer Service Charter (Leases)



City of Salisbury Values: Respectful, Accountable, Collaborative, Helpful

Club Fee Policy

Adopted by:	Council
Responsible Division:	Urban, Recreation & Natural Assets
First Issued/Adopted:	24 October 2005
Last Reviewed:	June 2025
Next Review Date:	June 2026

1. Purpose

- 1.1 The City of Salisbury provides buildings and amenities to clubs and associations in order to facilitate the provision of sport within the community. It is important to ensure that the costs associated with the provision of these facilities are clear and transparent.
- 1.2 This policy sets out the basis for the charging of fees associated with the use of Council owned land and facilities. It aims to ensure that fees are applied consistently and transparently.

2. Scope

- 2.1 This policy applies to all clubs and associations that use Council owned land and facilities and where a lease and licence refers to the Club Fee Policy.

3. Legislative Requirements and Corporate Policy Context

4. Interpretation/Definitions

- 4.1 **Exclusive Use** – refers to facilities where the general public is excluded from access outside of normal operations of the occupant (e.g. by way of fence and locked gates);
- 4.2 **Facility** – refers to the collective building, playing fields, hard courts and any other infrastructure associated with the occupant and its uses;
- 4.3 **Hard courts** – refers to outdoor tennis and netball courts;
- 4.4 **Playing fields** – refers to open space that has been modified for the purpose of playing turf sports; and,
- 4.5 **Premium surfaces** – refers to sports surfaces maintained at a higher level for elite sport.

5. Policy Statements

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5.1 Fees for the occupation of Council buildings and playing fields shall be payable as rent in advance, calculated from the following components:

- 5.1.1 Playing Field Maintenance – a fee calculated on 5% of the averaged reserve maintenance cost at the commencement of the lease.
- 5.1.2 Building rental fees as per category shown below:
 - 5.1.2.1 Category A – offered as a 10-year lease applying a multiplier of 0.3% on the valuation of the total value of building asset at the commencement of the lease.
 - 5.1.2.2 Category B1 – offered as a 5-year lease applying a multiplier of 0.2% on the valuation of the total value of building asset at the commencement of the lease.
 - 5.1.2.3 Category B2 – offered as a 2-5-year lease applying a multiplier of 0.05% on the valuation of the total value of building asset at the commencement of the lease.
 - 5.1.2.4 Category C – offered as a tenure of 12-month lease applying a multiplier of 0.03% on the valuation of the total value of building asset at the commencement of the lease.
 - 5.1.2.5 Category D – offered as a lease for land only due to the lease holder owning buildings on Council land, applying a multiplier of 0.03% on the valuation of the total value of building asset at the commencement of the lease.
- 5.1.3 Sites for special considerations include multi-use sites.
- 5.1.4 The annual rental fees increase shall be 2% per year.
- 5.1.5 Hard Courts – a fee calculated on 5% of the averaged whole of life cost per court.
- 5.1.6 Loans - Loans taken out by Council on behalf of the club shall be repaid in full (including interest) by the club.
- 5.1.7 Special circumstances may attract additional costs:
 - 5.1.7.1 Turf Wickets – 20% of the cost to prepare turf wickets may be charged where Council maintains turf cricket wickets on behalf of a Club; and
 - 5.1.7.2 Other Fees – when special conditions apply;
 - 5.1.7.3 Fees may be waived or varied in cases of special circumstances (eg financial hardship) at the discretion of Council.
- 5.1.8 The playing field maintenance, hard court costs and building value will be reviewed in line with the renewal dates for each lease agreement.

6. Related Policies and Procedures

7. Approval and Change History

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Version	Approval Date	Approval By	Change
	12/06/25		

8. Availability

- 8.1 The Policy is available to be downloaded, free of charge, from Council's website www.salisbury.sa.gov.au

9. Review

- 9.1 This Policy will be reviewed:

- 9.1.1 Within 12 months of a Council election and thereafter as necessary; or
- 9.1.2 In the event of changes to legislation or related Policies and Procedures; or
- 9.1.3 If deemed necessary by Council.

Further Information

For further information on this Policy please contact:

Responsible Officer: Jon Foong
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