

Agenda

Council

NOTICE OF MEETING

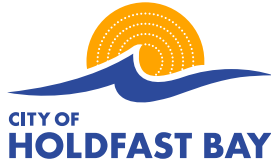
Notice is hereby given that a meeting of the Council will be held in the

**Kingston Room - Brighton Civic Centre
24 Jetty Road, Brighton**

10 September 2024 at 7.00pm



Pamela Jackson
Acting Chief Executive Officer



1. Opening

The Mayor will declare the meeting open at 7.00pm.

2. Kurna Acknowledgement

We acknowledge Kurna people as the traditional owners and custodians of this land.

We respect their spiritual relationship with country that has developed over thousands of years, and the cultural heritage and beliefs that remain important to Kurna People today.

3. Service to Country Acknowledgement

The City of Holdfast Bay would like to acknowledge all personnel who have served in the Australian forces and services, including volunteers, for our country.

4. Prayer

Heavenly Father, we pray for your presence and guidance at our Council Meeting. Grant us your wisdom and protect our integrity as we carry out the powers and responsibilities entrusted to us on behalf of the community that we serve.

5. Apologies

5.1 Apologies received - Councillor R Snewin

5.2 Absent

6. Items Presented to Council

7. Declaration Of Interest

If a Member has an interest (within the terms of the Local Government Act 1999) in a matter before the Council they are asked to disclose the interest to the Council and provide full and accurate details of the relevant interest. Members are reminded to declare their interest before each item.

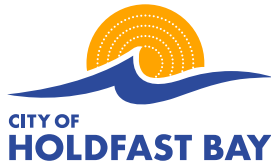
8. Confirmation Of Minutes

That the minutes of the Ordinary Meeting of Council held on 27 August 2024 be taken as read and confirmed.

9. Public Presentations

9.1 Petitions - Nil

9.2 Presentations - Nil



- 9.3 **Deputations - Nil**

- 10. Questions by Members**

 - 10.1 **Without Notice - Nil**
 - 10.2 **On Notice**

- 11. Member's Activity Reports - Nil**

- 12. Motions on Notice - Nil**

- 13. Adjourned Matters**

 - 13.1 Adjourned Report – Holdfast Bay Bowls and Croquet Club Lease (Report No: 297/24)

- 14. Reports of Management Committees and Subsidiaries**

 - 14.1 Information Report – Southern Region Waste Resource Authority – 19 August 2024 (Report No: 294/24)

- 15. Reports by Officers**

 - 15.1 Items in Brief (Report No: 299/24)
 - 15.2 2023-24 Annual Review of Investments (Report No: 296/24)
 - 15.3 Strategic Plan Review Engagement (Report No: 298/24)
 - 15.4 Call for Nominations – Power Line Environment Committee (Report No: 295/24)

- 16. Resolutions Subject to Formal Motions**

Presented for the information of Members is a listing of resolutions subject to formal resolutions, for Council and all Standing Committees, to adjourn or lay on the table items of Council business, for the current term of Council.

- 17. Urgent Business – Subject to the Leave of the Meeting**

- 18. Items in Confidence - Nil**

- 19. Closure**

Pamela Jackson
Acting Chief Executive Officer

Item No: 13.1

Subject: **ADJOURNED REPORT - HOLDFAST BAY BOWLS AND CROQUET CLUB LEASE**

Summary

Council at its meeting held on 27 August 2024 resolved to adjourn Report No: 284/24 *Holdfast Bay Bowls and Croquet Club Lease* to one of the subsequent two Council meetings to consider further information on the management and revenue of signage located around the Holdfast Bowls and Croquet Club.

Council needs to determine the outcome of the adjourned motion from the meeting held on 27 August 2024 before any new motion can be considered, with the debate to commence at the point of interruption. Councillors Abley and Kane spoke to the motion. Councillor Abley has the right of reply as the mover.

Council Administration can confirm that the proposed lease to the Holdfast Bay Bowls and Croquet Club over the land located at 583 Anzac Highway, Glenelg North, contains a sunset clause that will result in the rationalisation and removal of the sponsorship signage over time. It is considered that this approach will provide reasonable time for the Holdfast Bay Bowls and Croquet Club to plan for the transition and to explore alternative sponsorship and revenue raising options, without abrogating any commitments made to current sponsors and suffering any financial penalties that would arise from early termination of those agreements.

Motion

From Council Meeting 27 August 2024:

- 1. That Council enters into a new Lease Agreement with the Holdfast Bay Bowls and Croquet Club for a term of five (5) years commencing 1 July 2024 over the whole of the land contained within Certificate of Title Volume 5582 Folio 871 at 583 Anzac Highway, Glenelg North.**
- 2. That a commencing annual rent of \$3,550 (plus GST) be charged to the Holdfast Bay Bowls and Croquet Club for its tenancy over the whole of the land contained within Certificate of Title Volume 5582 Folio 871 at 583 Anzac Highway, Glenelg North.**
- 3. That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the lease for the Holdfast Bay Bowls and Croquet Club provided as Attachment 1 to this report.**

Recommendation

- 1. That Council enters into a new Lease Agreement with the Holdfast Bay Bowls and Croquet Club for a term of five (5) years commencing 1 July 2024 over the whole of the land contained within Certificate of Title Volume 5582 Folio 871 at 583 Anzac Highway, Glenelg North.**

2. **That a commencing annual rent of \$3,550 (plus GST) be charged to the Holdfast Bay Bowls and Croquet Club for its tenancy over the whole of the land contained within Certificate of Title Volume 5582 Folio 871 at 583 Anzac Highway, Glenelg North.**
 3. **That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the lease for the Holdfast Bay Bowls and Croquet Club provided as Attachment 1 to this report.**
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Background

At its meeting held on 5 May 2012, Council resolved to grant a ten-year lease to the Holdfast Bay Bowls and Croquet Club (the Club) over premises located at 583 Anzac Highway, Glenelg North. (Resolution No. C080512/501). Since the lease expiration date on 30 June 2022, the lease has been held over to allow negotiations between Administration, the Club, and the sub-tenant Bowls SA on a future tenancy model for the premises. At its meeting held on 27 August 2024, Council considered a recommendation to approve the terms of a new lease with the Club. In recognition of the proliferation of sponsorship signage attached to the premises, Council resolved that the report be adjourned to allow Administration to seek further information on the management and revenue of signage located around the Holdfast Bowls Club, with a report to come back to Council within the next two meetings (Resolution No. C270824/7859).

Report

Historically, council Administration has not regulated the signage on the premises to allow the Club to generate revenue from sponsorship and work towards becoming financially sustainable. On reflection, and in negotiating the terms of the proposed lease, the proliferation of signage has caused the unintended consequence of creating visual clutter when viewing the premises from the public realm.

As such, the issue of sign rationalisation is addressed in the proposed lease through the specific inclusion of clause 9.3, which seeks to achieve a balance between temporarily retaining the signs already in-place and requiring their removal come the time of the lease expiring. This provides reasonable time for the Club to plan for the transition and to explore alternative sponsorship options, without abrogating any commitments made to its sponsors and thereby suffering any financial penalties that would arise from early termination of those agreements. The Club advises that current annual income from the sponsorship signage is \$42,250, which will be lost upon removal of the signage, thereby requiring some time to plan for.

Notwithstanding the phasing-out approach of the signage under the terms of the proposed lease, should a more immediate solution be sought, as owner of the land the Council can give reasonable notice under the terms of the proposed lease that it intends altering the premises, which includes removal of existing infrastructure (signs comprised). The proposed lease is contained in the adjourned report from 27 August 2024, which is provided as Attachment 1 to this report.

Refer Attachment 1

Given that a mutually agreed and measured approach has been negotiated between the parties as part of the proposed lease to reduce and eventually remove the sponsorship signage from the leased premises, it is recommended that Council resolves to endorse the proposed lease.

Budget

The anticipated rent received from the Club is factored into Council's Annual Business Plan for 2024-25.

Life Cycle Costs

There are no lifecycle costs associated with granting each lease.

Strategic Plan

Vision - creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

Local Government Act 1999

Retail and Commercial Lease Act 1995

Written By: Manager Development Services

General Manager: Strategy and Corporate, Ms S Wachtel

Attachment 1

Item No: 15.4

Subject: **HOLDFAST BAY BOWLS AND CROQUET CLUB LEASE**

Summary

The Holdfast Bay Bowls and Croquet Club holds a lease over the land located at 583 Anzac Highway, Glenelg North. The current lease for the property expired on 30 June 2022 and has been held over pending separate negotiations with the sub-tenant, Bowls SA. The Holdfast Bay Bowls and Croquet Club is now seeking a new agreement to continue its tenure. As the Holdfast Bay Bowls and Croquet Club has proven to be a worthwhile tenant over many years, this report recommends that Council enters into a new Lease Agreement with the Holdfast Bay Bowls and Croquet Club for a period of five (5) years.

Recommendation

1. That Council enters into a new Lease Agreement with the Holdfast Bay Bowls and Croquet Club for a term of five (5) years commencing 1 July 2024 over the whole of the land contained within Certificate of Title Volume 5582 Folio 871 at 583 Anzac Highway, Glenelg North.
 2. That a commencing annual rent of \$3,550 (plus GST) be charged to the Holdfast Bay Bowls and Croquet Club for its tenancy over the whole of the land contained within Certificate of Title Volume 5582 Folio 871 at 583 Anzac Highway, Glenelg North.
 3. That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the lease for the Holdfast Bay Bowls and Croquet Club provided as Attachment 1 to this report.
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Background

At its meeting held 5 May 2012, Council resolved to grant a ten-year lease to the Holdfast Bay Bowls and Croquet Club (the Club) over premises located at 583 Anzac Highway, Glenelg North. (Resolution No. C080512/501). Since the lease expiration date on 30 June 2022, the lease has been held over to allow negotiations between council Administration, the Club, and the sub-tenant Bowls SA on a future tenancy model for the premises.

Report

The Club has provided an invaluable service to the Holdfast Bay community over many years, accommodating one of the most successful and well-patronaged bowls and croquet clubs in metropolitan Adelaide. Indeed, with Bowls SA sharing tenancy at the premises, the site has become the headquarters for bowls in Adelaide. With demand for membership to bowling and croquet clubs increasing year-on-year, it remains important that the City of Holdfast Bay make the site at 583 Anzac Highway, Glenelg North available to those in the community who seek to participate in the sport of bowls and croquet.

Council Administration has negotiated the terms of a new lease with the Club based on the *Sporting & Community Club Leasing Policy* (the Policy). The rent amount for the premises is derived by referencing the Policy and applying the 2.5% market rental rate and community benefit discounts of 60% to value of the main building for the property. The Club does allow the premises to be hired to the general public for events and recreation, in addition to being an inclusive and multi-code club, including expanding access and membership to youth and the disabled. The Club invests a considerable amount of resources and capital to maintain the greens at no direct cost to council or the community. The rent calculation from the Policy is therefore based on the primary building alone, which is consistent with the rent formula applied to all bowling clubs in Holdfast Bay and is provided as Attachment 1 to this report.

Refer Attachment 1

The basic terms negotiated for the Club consist of a five-year tenure of the premises from 1 July 2024 at a commencing rent of \$3,550 (plus GST), with a right of renewal for a further five years. The draft lease containing all the terms of the agreement is provided as Attachment 2 to this report.

Refer Attachment 2

A future report will be provided to Council relating to the terms of a sub-lease for Bowls SA to occupy administration space at the premises.

Budget

The anticipated rent received from the Club is factored into Council's Annual Business Plan for 2024/25.

Life Cycle Costs

There are no lifecycle costs associated with granting each lease.

Strategic Plan

Vision - creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

Local Government Act 1999

Retail and Commercial Lease Act 1995

Written By: Manager, Development Services

General Manager: Strategy and Corporate, Ms S Wachtel

Attachment 1

Adjourned Report

Premises Value	\$ 1,183,400	<i>Building Area only</i>
Area used	100%	<i>NOTE: Building Area used by lessee <100%</i>
	\$ 1,183,400	

Equity	\$ -	<i>NOTE: \$ Lessee Contributed to the build/premises, if no contribution, then \$0.</i>
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Current Rental \$ 3,240.00 *NOTE: Add current rent exc GST to determine incremental increases.*

To be applied only when Council maintains a area of land (ie playing surface) to a level that is above "Reserve" status. Examples: Cricket Pitch, Football Ovals, Rugby Pit etc.

	Property Value	Property value minus Equity	Market Rent 2.50%	Net Rent (CoHB Discount) 60%	Non-Exclusive Use (<50%)	Lease incentive discounts (community)					Total discount	New Rent Per Annum	PLUS	Land Size (m2)	Land Charge \$ 0.30
						hire for Public Access (for exclusive use only)(<10%)	Inclusion (<20%)	Governance (<20%)	Youth Programs (<10%)	Multi-Code (<10%)					
BUILDING	\$ 1,183,400	\$ 1,183,400	\$ 29,585	\$ 11,834		10%	20%	20%	10%	10%	70%	\$ 3,550			
LAND	\$ -		\$ -									\$ -		0	\$ -
												\$ 3,550			

The tenant is responsible for providing ongoing evidence of their compliance with the incentive discounts

Rent per annum: plus GST

Adjourned Report

Attachment 2

Adjourned Report

Adjourned Report

CITY OF HOLDFAST BAY

(Landlord)

and

THE HOLDFAST BAY BOWLS AND CROQUET CLUB INCORPORATED

(Tenant)

LEASE

583 ANZAC HIGHWAY GLENELG NORTH SA 5045

LEASE

PARTIES

BEWTEEN CITY OF HOLDFAST BAY ABN 62 551 270 492 of PO Box 19 Brighton SA 5048 (**Landlord**)

AND THE HOLDFAST BAY BOWLS AND CROQUET CLUB INCORPORATED ABN 39 193 714 648 Of 583 Anzac Highway Glenelg North SA 5045 (**Tenant**)

BACKGROUND

- A. The Landlord is registered as the proprietor, or has the care, control and management, of the Land.
- B. The Tenant has requested a lease of the Premises for the Permitted Use.
- C. The Landlord has agreed and resolved to grant the Tenant a lease of the Premises on the terms and conditions of this Lease.
- D. Where required, the Landlord has undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* (SA).
- E. The parties wish to record the terms of their agreement as set out in this Lease.

AGREED TERMS

1. INTERPRETATION AND DEFINITIONS

The following definitions and rules of interpretation apply unless the contrary intention appears

1.1 **Accounting Period** means respectively:

- (a) the period from the Commencement Date to the next 30th June;
- (b) each successive period of twelve (12) months commencing on the 1st July and expiring on the next 30th June during the Term;
- (c) the period from the 1st July in the last year of the Term to the date of expiration or termination of this Lease.

1.2 **Building** means the buildings erected on the Land and includes the Landlord's Property.

1.3 **Commencement Date** means the date specified in Item 5 of Schedule 1.

1.4 **Common Areas** means those portions of the Land designated by the Landlord for common use by the occupiers of the Land and their employees invitees and licensees (if any).

1.5 **CPI Rent Review** is a review of the then current annual rent of the Premises to an amount calculated by changing the rent payable by the Tenant during the year immediately preceding the review date (disregarding any rent free period or other incentive) by a percentage figure equal to the amount (expressed as a percentage) by which the Consumer Price Index (Adelaide - All Groups) has changed during the one year period immediately preceding the relevant review date provided that if during the term the Consumer Price Index ceases to be published or substantially changes, the Landlord will select another similar index or indicator of changes in consumer costs in lieu of the Consumer Price Index for the purposes of this definition.

1.6 **Default Rate** means a rate of two per centum (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 \$100,000.00 and if there is more than one rate published the higher of those rates.

- 1.7 **GST** has the meaning given to it under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any similar or ancillary legislation.
- 1.8 **Land** means the land described in Item 3 of Schedule 1.
- 1.9 **Landlord** means the City of Holdfast Bay and includes:
- (a) the successors and the assigns of the Landlord if the Landlord is a body corporate; and
 - (b) (where the context allows) any servants workmen or agents of the Landlord,
- 1.10 **Landlord's Property** means all Landlord's fixtures, fittings, plant, equipment, services, chattels and any other goods installed or situated in or on the Land by or behalf of the Landlord and available for use by the Tenant.
- 1.11 **Outgoings** means (to the extent that the same are not specifically payable by any tenant of the Building or the Tenant pursuant to this Lease) all amounts paid or payable by the Landlord or payments which the Landlord incurs or may be or become liable for in any one Accounting Period or in any other lesser or relevant period in respect of the Land whether by direct assessment or otherwise howsoever and includes:
- (a) all rates taxes charges assessments outgoing levies and impositions whatsoever which may be assessed charged or imposed in respect of the Land including any charges for excess water but excluding income tax capital gains tax and all other taxes applicable to income or capital gain payable by the Landlord;
 - (b) all insurance premiums and other charges including stamp duty payable by the Landlord in relation to policies of public risk insurance covering the Building and the Landlord's Property therein (including all glass if applicable) against normal and usual risks deemed necessary by the Landlord (including but without limiting the generality thereof loss or damage by fire, explosion, storm, lightning, earthquake, tempest, flood, burst pipes, impact, aircraft and articles dropped therefrom, riot, civil commotion and malicious or accidental damage, loss of rent and machinery breakdown) to the full insurable value thereof;
 - (c) insurance premiums and other charges including stamp duty for workers compensation insurance for all employees of the Landlord engaged in employment in the Building;
 - (d) the cost of electricity or other sources of energy consumed in the production and reticulation of chilled water and conditioned air for the air conditioning equipment servicing the Building and all other costs arising from the operation of the air conditioning system including but not limited to fuel oil grease labour and a full comprehensive maintenance contract (if any);
 - (e) all costs in connection with the repair, maintenance, operation, supply, replacement and renovation of lifts, air conditioning equipment, fire protection equipment, all other services and plant and equipment in the Land from time to time;
 - (f) all costs in connection with the cleaning, lighting, heating and air-conditioning of the Land and Common Areas and providing supplies and consumables for toilets, washrooms and other facilities provided to the Land;
 - (g) all costs in connection with the maintenance, repair, replacement and renovation of car parking areas, pedestrian areas and landscaped areas within and around the Land;
 - (h) all costs in connection with caretaking and security services;
 - (i) all costs (including employment and other usual employment on-costs) of the management, control and administration of the Land;

- (j) the cost of maintaining lighting servicing and repairing the Building such cost comprising the gross costs and expenses of every kind and nature incurred by the Landlord including but not limited to the replacement of parts necessary to keep any of the plant, machinery and equipment in good working order and condition, resurfacing and repainting, pest control, and caretaking services, emergency evacuation systems and procedures, access control systems, replanting and re landscaping, directional signs and other markers, patrol of the Common areas and supervision of traffic directions when reasonably required, car stops, lighting and other utilities and the cost of electricity consumed therein and all things necessary in the reasonable opinion of the Landlord for the operation maintenance repair and/or renovation of the Common Areas in a state of good and sanitary order condition and repair;
 - (k) all reasonable legal, accounting and other professional fees incurred in connection with the conduct and operation of the Building and in particular any such fees of and incidental to the preparation of any estimates or statements of Outgoing or otherwise required to be furnished by the Landlord to the Tenant hereunder or at law; and
 - (l) all and any other expenditure costs or expenses incurred by the Landlord in or about or incidental to the Building or the Land not hereinbefore expressly referred to.
- 1.12 **Premises** means the premises specified in Item 2 of Schedule 1 and includes any improvements and Landlord's Property erected or located on the Premises from time to time.
- 1.13 **rent** means the rent payable under this Lease.
- 1.14 **Review Date** means the respective date(s) set out in Item 7 of Schedule 1.
- 1.15 **Rules and Regulations** means the procedures and rules and regulations annexed hereto and so entitled and or as may from time to time be made, varied or amended by the Landlord pursuant to this Lease.
- 1.16 **Services** means the services (such as gas, electricity, water, sewerage, drainage, communications, fire fighting, air conditioning, lifts, plant, equipment, grease trap, range hood, pipes and cables) to or of the Building or any premises in or the Land, provided by authorities, the Landlord or any person authorised by the Landlord.
- 1.17 **Tenant** means the Tenant named in Item 1 of Schedule 1 and includes:-
- (a) the executors administrators and permitted assigns of the Tenant if the Tenant is a natural person;
 - (b) the successors and the permitted assigns of the Tenant if the Tenant is a body corporate;
 - (c) any and all trust or trusts of which the Tenant is trustee; and
 - (d) (where the context allows) any servants workmen or agents of the Tenant and any other person in or about the Land at any time at the request or invitation of or under the control or direction of the Tenant.
- 1.18 **Tenant's Property** means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Tenant.
- 1.19 **Tenant's Proportion** means the same proportion as the lettable area of the Premises bears to the whole of the lettable area of the Building, such lettable areas to be determined in accordance with the Property Council of Australia 1997 method of measurement or such other method of measurement as the Landlord reasonably determines.
- 1.20 **Term** means the term specified in Item 5 of Schedule 1 and includes the term of any extension or renewal and period of holding over of this Lease.

- 1.21 Headings to clauses shall not form part of this Lease or be used for the purpose of interpretation but shall be deemed to be for the purpose only of facilitating reference to the various provisions of this Lease.
- 1.22 Where the context of this Lease permits or requires:
- (a) words in the singular shall include the plural and words in the plural include the singular;
 - (b) words of or importing the masculine gender include the feminine gender; and
 - (c) words referring to a person include a body corporate.
- 1.23 A reference to any statute code or regulation includes all amendments and revisions made from time to time to that statute code or regulation and any statute code or regulation passed in substitution therefor or incorporating any of its provisions.
- 1.24 Any provision of this Lease which by virtue of any statute or law that is invalid void or unenforceable, is capable of severance without affecting any other provision of this Lease.
- 1.25 Unless otherwise stated, the Landlord may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Lease.
- 1.26 If the Tenant comprises two or more persons the word "Tenant" will apply to them jointly and each of them severally.

2. GRANT OF LEASE

The Landlord grants and the Tenant accepts a lease of the Premises for the Term as set out in this Lease.

3. RENT AND RENT REVIEW

3.1 Rent

- (a) The Tenant must pay the rent as specified in Item 6 of Schedule 1 and reviewed in accordance with the terms of this Lease to the Landlord as directed from time to time by the Landlord or the Landlord's agent.
- (b) The Tenant must pay the rent in advance, the first payment to be made on or before the Commencement Date and subsequent payments must be made on the same day of each calendar month during the Term without any abatement, deduction or demand.

3.2 Rent Review

The rent will be reviewed as at the times and in the manner specified in Item 7 of Schedule 1.

3.3 Until the rent is determined or agreed in accordance with the relevant rent review formula the Tenant will continue to pay to the Landlord rent at the rate applicable immediately prior to the relevant Review Date. On the first day for payment of rent after the rent is determined or agreed in accordance with this clause the Tenant must pay the new rent to the Landlord together with an adjustment (if any) in respect of the period from the date of the rent review until the date of such payment.

3.4 The rent payable pursuant to any review of rent will in no case be less than the rent payable immediately prior to the relevant Review Date.

4. GST

Unless otherwise stated in Item 6 of Schedule 1, rent and other monies payable by the Tenant to the Landlord pursuant to this Lease do not include any GST. If GST is chargeable with respect to the payment by the Tenant to the Landlord of rent and or other monies pursuant to this Lease, the Tenant must on demand pay the GST or reimburse the Landlord for any GST paid or payable by the Landlord

with respect to such rent and or other monies. The Landlord must provide to the Tenant an appropriate tax invoice in respect of any such GST payment or re-imburement by the Tenant.

5. RATES, TAXES AND OUTGOINGS

5.1 Rates and Taxes

The Tenant must pay or reimburse to the Landlord the Tenant's Proportion of all present and future rates charges taxes levies assessments duties impositions and fees (including council rates and emergency services levy) levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises and such payments must be adjusted between the Landlord and the Tenant as at the Commencement Date and the end or termination date of this Lease in respect of that portion of the Accounting Period the relevant cost was incurred.

5.2 Utility Charges

- (a) The Tenant must pay as and when the same fall due, all charges for gas electricity oil and water separately metered and consumed in or on the Premises and also all charges in respect of any telephone services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any other utility service separately supplied or consumed in respect of the Premises.
- (b) If the Tenant defaults in payment of any of the charges referred to in clause 5.2(a) then the Landlord may pay the same and recover the amount paid as if the same were rent in arrears payable by the Tenant.

5.3 Payment Of Outgoings

- (a) The Tenant must pay the Tenant's Proportion of the Outgoings by way of equal monthly payments together with the rent each month or by way of lump sum payments as Outgoings are incurred or payable by the Landlord (as the Landlord may direct). If the period in which any particular outgoing is payable does not coincide with a year of this Lease, the amount the Tenant is to pay in the first and last years of this Lease is to be adjusted proportionately.
- (b) The Landlord will calculate the actual amount payable by the Tenant pursuant to clause 5.3(a) as soon as possible after 30 June in each Accounting Period and will adjust any difference. Any over-payment by the Tenant will be credited to the first payment due by the Tenant after the assessment is made (or refunded if this Lease is at an end) and any under-payment by the Tenant shall be added to the first payment to be made by the Tenant after the assessment is made (or will be paid by the Tenant on demand if this Lease is at an end).

6. MAINTENANCE AND REPAIRS

6.1 Maintenance

- (a) The Tenant must keep and maintain the Premises, the Tenant's Property and any Services situated within the Premises and which exclusively service the Premises in good and substantial repair and condition and where appropriate in good working order, which includes an obligation to ensure that all electrical wiring and appliances are at all times in a safe condition.
- (b) If the Landlord so requires, the Tenant must enter into a service and maintenance contract in respect of any airconditioning plant and equipment exclusively servicing the Premises, which contract must be first approved by the Landlord (such approval not to be unreasonably withheld).

- (c) If the Landlord so requires, the Tenant must promptly repair any damage to the Land including the Building caused or contributed to by the act, omission, negligence or default of the Tenant. Any work must be undertaken by appropriately qualified contractors and/or tradesmen and in a proper and professional manner.
- (d) The Tenant must, at its cost during Term, maintain the playing greens within the Premises (Playing Greens) so they are in a safe, tidy and proper condition fit for their intended purpose, and to the reasonable satisfaction of the Landlord, which includes the obligation to:
 - A. keep all grassed areas properly cut, top dressed and in good condition;
 - B. employ experts as may be necessary to supervise the maintaining of the Playing Greens, and to advise the Tenant and the Landlord generally; and
 - C. provide such labour as may be necessary for the maintenance of the Playing Greens and employ such groundsmen and/or contractors at its own cost as may be necessary for the maintenance of the said Playing Greens in all things.
- (e) In addition to the maintenance, repair and replacement obligations outlined in this clause 6.1 (and this Lease generally) the respective responsibilities of the Landlord and the Tenant for the maintenance that is reasonably expected to be needed during the Term including planned structural maintenance, painting and replacement or renovation works are set out in Schedule 2 (**Maintenance**).
- (f) Where the Tenant is responsible for any Maintenance pursuant to the terms of this Lease, the Tenant must, at the same time as providing a copy of its annual report in accordance with clause 10, provide a report to the Landlord setting out the amount of money which the Tenant proposes to set aside in the following year for Maintenance.
- (g) The Tenant must, when requested to do so by the Landlord, provide the Landlord with:
 - A. a copy of all invoices, receipts, records, reports, certificates and other related information in relation to all maintenance, repair and replacement works carried out by (or on behalf of) the Tenant during the Term;
 - B. a report setting out all projected items of Maintenance, the approximate date when each item of maintenance is likely to be required and the estimated cost; and
 - C. a report setting out the amount of money currently set aside by the Tenant for Maintenance.

6.2 Maintenance of Plant and Equipment

If the Tenant exclusively uses any plant or machinery installed in the Premises or the Landlord installs any plant or machinery at the request of the Tenant within or servicing the Premises then the Tenant must keep all such plant or machinery maintained serviced and in good repair and will enter into and keep current at the Tenant's expense such maintenance service and repair contracts as are reasonably required by the Landlord for that purpose with contractors approved by the Landlord.

6.3 Tenant's Other Maintenance Obligations

The Tenant must at the Tenant's expense:

- (a) ensure that all waste is placed daily in suitable receptacles and subject to this clause 6.3, ensure the Premises is cleaned regularly in a proper and professional manner and ensure all waste and refuse is promptly and regularly removed from the Land;
- (b) as soon as is reasonably possible make good any damage to any part of the Building

(including the Common Areas) or to the Premises or any part thereof (including ceilings) caused or contributed to by the Tenant;

- (c) immediately replace all broken glass in respect of the Premises;
- (d) take all proper precautions to keep the Premises free from pest infestation and if required by the Landlord engage a pest exterminator approved by the Landlord for that purpose;
- (e) repair or where appropriate replace any Landlord's Property such as heating lighting electrical and plumbing fittings installed in the Premises broken or damaged by the Tenant;
- (f) comply with all statutes ordinances proclamations orders and regulations affecting the Premises or any fixtures or fittings installed by the Tenant; and
- (g) comply with any notices or orders which may be given by any statutory or regulatory authority in respect of the Premises or their use by the Tenant and keep the Landlord indemnified for all such matters.

6.4 Repairs

If at any time during this Lease the Landlord, or the Landlord's agents or contractors find any defect decay or want of repair in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

6.5 Cleaning

- (a) The Tenant must ensure the Premises is routinely and properly cleaned (including without limitation to arrange for all rubbish waste and garbage to be regularly removed from the Premises).
- (b) If the Landlord provides or requires a service for the routine cleaning of the Building or the Premises then the Tenant must, if reasonably requested by the Landlord, use such service for the cleaning of the Premises (to the extent the service applies) and must permit the Landlord's cleaning contractors to have access to the Premises at all reasonable times for the purpose of carrying out such cleaning. The Tenant must pay to the Landlord in addition to the rent and as and when required by the Landlord, all costs of the cleaning of the Premises and the Tenant's Proportion of the overall costs of the cleaning of the Building (including any Common Areas).

6.6 Notice of Defect

The Tenant must promptly give notice to the Landlord (or where appropriate to the appointed agent of the Landlord) of:

- (a) any damage and of any accident to or defect or want of repair in the Land or in the Premises or in any Services or other facilities provided by the Landlord and including any danger, risk or hazard; or

- (b) any circumstance or event which the Tenant ought reasonably be aware might cause danger, risk or hazard to any person within the Premises or the Building.

6.7 Common Areas and Grounds

The Tenant must not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any Common Areas grounds gardens yards lanes ways or rights of way or in or on any public road or footway abutting upon or adjacent to the Premises or the Land.

6.8 Inspection and Landlord Works

The Tenant must permit the Landlord and the Landlord's agents and contractors and all persons authorised by them at all reasonable times of the day and on reasonable notice to enter the Premises to examine the state of repair and condition thereof, carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2, and execute repairs or to paint the Premises or any part thereof (which the Landlord may do without prejudice to any covenant or agreement on the part of the Tenant contained in this Lease). The Landlord in executing such repairs or painting must use reasonable endeavours to cause as little disturbance to the Tenant as is practicable.

6.9 Employment of Contractors

If any work has to be done by the Tenant in or about the Premises in order to comply with the Tenant's obligations pursuant to this Lease the Tenant must engage and employ only such contractors as have a public liability policy for an amount which in the reasonable opinion of the Landlord is adequate and who are previously approved of in writing by the Landlord or the Landlord's architect.

6.10 Repainting

At or immediately before the expiration or earlier determination of this Lease, the Tenant shall repaint with two coats of premium quality paint in a thorough and workmanlike manner those internal parts of the Premises which previously have been painted. Such painting shall be done in such manner and with such paint as the Landlord may reasonably direct.

7. ALTERATIONS AND ADDITIONS

7.1 Alterations by Tenant

- (a) The Tenant must not install or use in the Premises internal partitions other than of a standard and specification previously approved in writing by the Landlord.
- (b) The Tenant must not install or place in the Premises any heavy item fixture or fitting which may (in the reasonable opinion of the Landlord) cause unreasonable noise or vibrations, overload the switchboard or cause structural or other damage to any part of the Building.
- (c) The Tenant must not make alterations or addition to the Premises nor install or alter any partitioning or temporary or permanent structures or fittings in the Premises without the Landlord's prior written approval, and:
 - A. in seeking the Landlord's approval to a proposed alteration, addition or installation the Tenant must submit plans and specifications of the proposed work;
 - B. if the Landlord agrees to grant its approval, then such approval may be granted subject to any conditions the Landlord considers appropriate, including:
 - i. any such work be supervised by a person nominated by the Landlord;

- ii. any such work be executed by contractors or tradesmen in a proper and professional manner under the supervision of appropriately qualified persons approved by the Landlord with public liability insurance for an amount that in the reasonable opinion of the Landlord is adequate;
- iii. the Tenant pays all reasonable costs incurred by the Landlord in considering the proposed works and their supervision including the fees of architects or other consultants employed by the Landlord;
- iv. the Tenant obtains all necessary approvals or permits necessary to enable such proposed work to be lawfully effected and on request by the Landlord produces for inspection to the Landlord copies of all such approvals and permits;
- v. upon completion of the works, the Tenant must produce to the Landlord any certificates of compliance issued by any such statutory or regulatory authority; and
- vi. the Tenant reimburses the Landlord any reasonable cost or expense that it incurs as a result of the installation operation or removal of any such equipment fixture fitting or machinery.

7.2 Alterations by Landlord

- (a) The Tenant will permit the Landlord and any person authorised by the Landlord:
 - A. to carry out inspections of or modifications or additions to or other works on the Land (including the Premises where the Landlord has given reasonable prior notice to the Tenant); and
 - B. where the Landlord has given reasonable prior notice to the Tenant to enter the Premises for the purpose of carrying out such works causing as little disturbance as is practical to the Tenant in undertaking such works provided that the Landlord may not commence to carry out any alteration or refurbishment to the Land (other than routine maintenance or repairs) that is likely to adversely affect the Tenant's use of the Premises unless:
 - C. the Landlord has given the Tenant at least one (1) month's notice of the proposed alteration or refurbishment; or
 - D. the alteration or refurbishment is required by an emergency and the Landlord has given the Tenant the maximum period of notice that is reasonably practicable in the circumstances;
- (b) Subject to the preceding subclause in an emergency the Landlord may without notice enter the Premises and carry out any works deemed necessary by the Landlord;
- (c) Except as permitted by the Act, the Tenant will not make any claim or commence any action against the Landlord for breach of this clause or otherwise in respect of such entry on to the Premises or the execution of any of the works contemplated by this clause.

8. ASSIGNMENT AND OTHER DEALINGS

8.1 Assignment, Subletting and Disposal of Tenant's Interests

- (a) The Tenant must not transfer or assign the Premises or any part thereof or assign, transfer or otherwise dispose of this Lease without the Landlord's prior written consent. The Landlord's consent may be withheld in the Landlord's absolute discretion.

- (b) The Tenant must:
- A. request the Landlord's consent to an assignment, transfer or other disposition of the Premises or this Lease in writing;
 - B. promptly provide the Landlord with information the Landlord reasonably requires about the financial standing and business experience of the proposed assignee; and
 - C. before requesting the Landlord's consent to a proposed assignment of the Premises or this Lease, the Tenant must furnish the proposed assignee with:
 - i. a copy of any disclosure statement given to the Tenant in respect of this Lease;
 - ii. details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the Tenant (being changes of which the Tenant is aware or could reasonably be expected to be aware); and
 - iii. comply with any other procedural requirements of the Landlord.
- (c) To enable the Tenant to comply with the preceding subclause, the Tenant may, in writing, request the Landlord to provide the Tenant with a copy of the disclosure statement concerned and if the Landlord does not comply with such a request within fourteen (14) days after it is made, the preceding subclause will not apply to the Tenant in respect of the assignment transfer or other disposition in relation to which the disclosure statement applies.
- (d) The Landlord may withhold the Landlord's consent to the assignment of the Premises or this Lease in any of the following circumstances:
- A. if the proposed assignee proposes to change the use to which the Premises are put;
 - B. if the proposed assignee is unlikely (in the Landlord's reasonable opinion) to be able to meet the financial obligations of the Tenant under this Lease;
 - C. if the proposed assignee's business skills are inferior (in the Landlord's reasonable opinion) to those of the Tenant, or
 - D. if the Tenant has not complied with procedural requirements for obtaining the Landlord's consent.
- (e) Nothing in clause 8.1(d) will prohibit the Landlord from granting the Landlord's consent to an assignment, transfer or other disposition of this Lease subject to the Tenant complying with such reasonable conditions as the Landlord considers appropriate.
- (f) Nothing in the preceding provisions of clause 8.1(d) prevents the Landlord from requiring payment of a reasonable sum for legal or other expenses incurred in connection with such a consent (whether consent is granted or not).
- (g) The Landlord may as a condition of granting its consent require that the proposed transferee or assignee provide to the Landlord such guarantee or guarantees of the transferee's or assignee's performance of the Tenant's obligations under this Lease which the Landlord requires.
- (h) The Tenant must not:
- A. grant a sub-lease, licence of concession for the whole or any part of the Premises;
 - B. part with or share possession of the whole or any part of the Premises; and

- C. mortgage or otherwise change or encumber the Tenant's interest in this Lease, without the Landlord's prior written consent, which consent the Landlord is not obliged to give notwithstanding anything to the contrary in this Lease.
- (i) If the Tenant is a company (except a company whose shares are listed on a stock exchange in Australia) a transfer of shares (except as a result of inheritance) totalling more than one half of the issued share capital of the Tenant, or of the controlling interest of the Tenant will be deemed to be an assignment of this Lease requiring the prior written consent of the Landlord.

9. USE OF PREMISES

9.1 Permitted Use

- (a) The Tenant must use the Premises only for the purpose specified in Item 4 of Schedule 1 or other purposes incidental thereto or for such other purposes for which the Landlord may give prior written approval.
- (b) The Tenant must leave the Premises in a clean and tidy state at the end of each use.
- (c) The Tenant must not use the Premises or any part thereof nor cause permit or allow anyone to sleep on the Premises, nor carry on or cause permit or allow to be carried on upon the Premises or any part thereof for any noxious noisome or offensive art trade business occupation or calling and must not use the Premises or any part thereof or cause permit or allow the same to be used for any unlawful purpose.

9.2 No Warranty by Landlord

The Tenant warrants to the Landlord that the Tenant has relied on the Tenant's own judgement and expertise and the Tenant's experts in deciding that the Premises are suitable for the Tenant's purposes and that the Landlord has given no promise, representation or warranty to the Tenant as to the use to which the Premises may be put and that the Tenant has satisfied itself thereof and the Tenant will be deemed to have accepted this Lease with full knowledge of, and subject to, any prohibition or restrictions on the use thereof under or in pursuance of any Act, Ordinance, Regulation, By-law or other statutory enactment or order of Court. Should the Permitted Use require the consent of any authority under or in pursuance of any such Act, Ordinance, Regulation, By-law or other enactment or order of Court the Tenant must obtain such consent at the Tenant's own cost and expense. To the fullest extent permitted by law all warranties as to suitability and as to adequacy implied by law are hereby expressly negated.

9.3 Signs

The Tenant can only have on the Premises an advertisement, notice, sign, or hoarding (**sign**) if the Landlord has previously granted its written consent to the particular sign and the Tenant has obtained, at its cost, the requisite consents from and approvals of the appropriate authorities. Any sign on the Premises shall be removed by the Tenant when this Lease expires or earlier if this Lease is cancelled prior to its expiry date and any damage arising in the course of such removal shall be immediately restored by the Tenant at its own cost.

9.4 Compliance with Acts, By Laws and Regulations

The Tenant must at the Tenant's cost and expense:

- (a) comply with every notice order or requirement relating to the Premises and requiring any condition defect or want of reparation to be remedied which may be given or made to the Landlord or to the Tenant in pursuance of the *South Australian Public Health Act (2011) (SA)* and or the *Local Government Act (1999) (SA)* or Acts for the time being in force in the State of South Australia and or any other Act or Acts of Parliament or any by-laws rules or regulations made under or in pursuance of any such Act or Acts or purporting so to be

and will comply therewith within the time limited therein for complying therewith. If the Tenant fails to comply with any statutory or regulatory obligations the Landlord may comply therewith (but it not be obligatory for the Landlord to do so) and all costs charges and expenses incurred by the Landlord in so doing will be a debt due and recoverable from the Tenant in the same manner in all respects as the rent is recoverable; and

- (b) take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or in pursuance of any Statute now or hereafter in force or which may be required by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto and also at the Tenant's own expense in all things, do all such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by the owner or occupier of the Premises) by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto pursuant to any law now or hereafter in force.

9.5 Use of Premises and Provision of Emergency Number

The Tenant must:

- (a) advise the Landlord (or where applicable the Landlord's agent) of the telephone number of the Tenant's nominated emergency after hours contact and must keep the Landlord or the Landlord's agent informed of any change of such telephone number;
- (b) secure the Premises against unauthorised entry at all times when the Premises are left unoccupied and the Landlord reserves the right to enter upon the Premises and secure the Premises if left unsecured;
- (c) not do anything whereby the Services such as the working or efficiency of the air conditioning plant servicing the Building or the Premises may be affected;
- (d) upon the cessation of the Tenant's right to occupy the Premises, deliver to the Landlord or the Landlord's Agent all keys and or access cards to the Premises; and
- (e) observe the Rules and Regulations.

9.6 Restrictions on Use

The Tenant must not:

- (a) use or permit to be used for other than their designed purposes any of the fixtures or fittings in the Premises or the Building;
- (b) store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the Permitted Use of the Premises by the Tenant in which case the Tenant undertakes to notify the Landlord in writing of the maximum quantity of any such inflammable or dangerous substance that the Tenant intends to store on the Premises);
- (c) cause permit or allow on the Premises or in the Building anything which in the reasonable opinion of the Landlord may become a nuisance or disturbance obstruction or cause of damage whether to the Landlord or to other tenants or users of the Building nor use the Premises in any noisy noxious or offensive manner;
- (d) do any act or thing, or permit any activities which may discredit the Landlord;
- (e) obstruct or interfere with any of the entrances of the Building or Common Areas;
- (f) sell or distribute alcohol on the Premises except with the Landlord's prior written consent;

- (g) use or permit to be used any radio record player tape or video recorder television loudspeaker screen or other like equipment likely to be heard or seen from outside the Premises; or
- (h) conduct or permit to be conducted on the Premises any auction or fire sale.

9.7 Heavy Machinery

- (a) The Tenant must not bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the Tenant's permitted use of the Premises. In no circumstances must the Tenant bring upon the Premises any heavy machinery or other plant or equipment:
 - A. of such nature or size or weight as to cause or (in the reasonable opinion of the Landlord) be likely to cause any structural or other damage to the floors or walls or any other parts of the Land, or
 - B. of such construction or manufacture as to cause to emanate therefrom any noise or vibration or noxious odour fume or gas that could pervade the Premises or escape therefrom to the discernible notice of any person outside the Premises.
- (b) Prior to bringing upon the Premises any heavy machinery or other plant or equipment permitted to be brought upon the Premises the Tenant must inform the Landlord of the Tenant's intention so to do and the Landlord or the Landlord's architects or engineers may direct the routing installation and location of all such machinery plant and equipment. The Tenant must observe and comply with all such directions and any reasonable fees payable to the Landlord's architect or engineers in connection with ascertaining the safest and most favourable and convenient method of routing installing and locating such machinery plant and equipment as aforesaid must be paid by the Tenant on demand.

9.8 Locks and Keys

The Tenant must not tamper with or change any lock of the Premises or have any keys of such locks cut without the consent of the Landlord or its agent. The Tenant will pay for any keys or change required to any lock and in the event of the Landlord or its agent being required to open the Premises the Tenant will pay a reasonable fee fixed by the Landlord or the Landlord's agent.

9.9 Use of Conduits

The Tenant must allow the Landlord and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services including electrical services situated under in or on the Premises.

9.10 Blinds and Awnings

The Tenant must not erect or affix any blinds or awnings to the outside of the Premises or any blinds to the interior of the windows display windows or doors thereof or affix any fittings to the floors walls or ceilings of the Premises without the prior consent in writing of the Landlord which consent may be granted or refused or granted subject to conditions in the discretion of the Landlord.

9.11 Airconditioning

- (a) Where any plant machinery or equipment for heating cooling or circulating air is provided or installed by the Landlord in the Premises or in the Building for the benefit of tenants of the Building (**airconditioning plant**):
 - A. the Tenant must comply with and observe the reasonable requirements of the Landlord in respect of the airconditioning plant;

- B. to the maximum extent permitted by law, the Landlord will be under no liability to the Tenant in respect of the Landlord's inability or failure to operate service maintain replace or repair the airconditioning plant at any time for any reason and the Tenant acknowledges that the Landlord does not warrant that the airconditioning plant (if any) is suitable or adequate for the business to be conducted in the Premises by the Tenant; and
 - C. the Tenant must permit the Landlord and all persons authorised by the Landlord at all reasonable times on giving to the Tenant reasonable prior notice (except in the case of emergency where no notice is required) to enter the Premises to view the state of repair of the airconditioning plant and there remain for the purpose of carrying out any necessary or desirable maintenance servicing or repair to or replacement of the airconditioning plant.
- (b) Where any airconditioning plant is installed in the Premises or the Building for the exclusive use of the Tenant, the Tenant must keep such airconditioning plant in good repair, condition and working order and must pay all costs of operating and maintaining the same.

9.12 Electricity Supply

If the Landlord and the Tenant have entered into an agreement as to the supply by the Landlord to the Tenant of electricity for the Premises then the terms and conditions of such agreement will apply to the parties and any breach by the Tenant of that agreement will be deemed to be a breach by the Tenant of this Lease. In the absence of any such agreement between the Landlord and the Tenant, the following provisions apply:

- (a) If at the Commencement Date the Landlord supplies electricity to the Premises and requires the Tenant to purchase such electricity from the Landlord, the Tenant must pay to the Landlord for all such electricity at such rate as the parties may agree from time to time and in the absence of such agreement at the maximum rate applicable under the *Electricity (General) Regulations 2012* (SA).
- (b) Notwithstanding clause 9.12(a), there is no obligation on the Landlord to supply or continue to supply electricity to the Premises and upon giving at least sixty (60) days prior written notice to the other either:
 - A. the Landlord may elect to cease selling electricity to the Tenant, or
 - B. the Tenant may elect to cease purchasing electricity from the Landlord.
- (c) If either the Landlord elects to cease selling electricity to the Tenant or the Tenant elects to cease purchasing electricity from the Landlord in accordance with the preceding subclause, the Tenant must on or before the time at which such sale and purchase is to cease pursuant to the notice given in accordance with clause 9.12(b):
 - A. enter into a contract to purchase electricity for the Premises from a licensed electricity retailer of the Tenant's choice;
 - B. ensure that any such contract contains a provision that such electricity retailer must provide details to the Landlord concerning the Tenant's consumption of electricity in or in relation to the Premises; and
 - C. install at no cost to the Landlord such new or additional equipment and meters as may reasonably be necessary to supply and record the supply of electricity to the Premises.

- (d) If the Tenant is supplied electricity via an Inset Network (as defined in the *Electricity (General) Regulations 2012 (SA)* on the Land, the Tenant must pay to the Landlord the Tenant's share of Inset Network charges such share to be as is reasonably determined by the Landlord from time to time taking into account the quantum of electricity provided to the Premises and the quantum of electricity provided to other premises situate on the Land.
- (e) Save to the extent caused or contributed to by the Landlord's negligence, the Landlord shall not be liable to the Tenant for any failure of electricity supply to the Premises.

10. TENANT GOVERNANCE

The Tenant will provide to the Landlord:

- 10.1 a copy of its constitution;
- 10.2 a copy of any rules or by-laws of the Tenant in existence at the Commencement Date;
- 10.3 within twenty-eight (28) days of any amendments being made to the Tenant's constitution, rules or by-laws, a copy of those amendments;
- 10.4 by 30 November in each year a copy of the annual report of the Tenant including the balance sheets and auditor's report;
- 10.5 by 30 November in each year a copy of the Tenant's adopted budget within twenty-eight (28) days of adoption;
- 10.6 upon request from the Landlord a schedule of all subleases or other tenancies relating to the Premises;
- 10.7 upon request from the Landlord or any employee, agent or contractor to examine and take copies of all accounts records and bank records of the Tenant and minutes of any meeting of the Tenant or any committee of the Tenant;
- 10.8 any other documents that regulate the Tenant's governance and operations; and
- 10.9 any information in relation to the Tenant's use and occupation of the Premises and finances reasonably required by the Landlord and will permit, upon request from Landlord or any employee, agent or contractor to examine and take copies of all account books and bank books of the Tenant, the minutes of any meeting of the Tenant or any committee of the Tenant.

11. INSURANCE

11.1 Tenant's Insurance

At its own expense, the Tenant shall maintain during the term of this Lease the following insurance:

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises for a sum of not less than the amount specified in **Error! Reference source not found.** of Schedule 1. Such amount shall be in respect of any one single accident or event and extend to claims, loss and damage the subject of the indemnity contained in clause 12.2;
- (b) a policy to insure all permitted additions to the Premises carried out by the Tenant and to insure all of the Tenant's fixtures, fittings and property including stock against loss or damage by any cause and for their full replacement value; and
- (c) plate glass insurance in respect of all plate glass (including windows) in the Premises.

11.2 Certificates of Insurance

All policies of insurance shall be taken out with a recognised and reputable public insurance office and the Tenant shall provide the Landlord with copies of certificates of insurance in relation to the policies upon request. The policies of insurance specified in clauses 11.1(a) and 11.1(c) shall be in the name of the Tenant and note the interest of the Landlord.

11.3 Tenant Not to Cause Premium to Increase

The Tenant shall not do or fail to do anything which may increase the rate of premium payable under any policy of insurance taken out in respect of the Premises. The Tenant shall pay within fourteen (14) days of demand any additional or increased premium levied on account of the Tenant's use or occupation of the Premises in respect of any policy of insurance effected in respect of the Land or its contents or any policy of public liability insurance effected by the Landlord.

12. INDEMNITY, RELEASE AND RISK

12.1 Indemnity

The Tenant indemnifies the Landlord against all claims, actions, damages, losses, costs and expenses of any nature which the Landlord may suffer or incur or for which the Landlord may become liable in connection with:

- (a) the Tenant's use or occupation of the Premises;
- (b) the overflow or leakage of water or any other substance into or from the Premises or arising out of any faulty fixture or fitting of the Tenant;
- (c) any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the Premises to any person or property using or near the Premises arising wholly or in part by reason of any act or omission by the Tenant and persons under the control of the Tenant;
- (d) any act or omission of the Tenant;
- (e) any fire from the Premises; and
- (f) any breach of this Lease by the Tenant,

save to the extent that any such claim, action, damages, losses, costs and expenses are caused or contributed to by the negligent or wilful act or omission of the Landlord.

12.2 Release by Tenant

The Tenant releases the Landlord from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises, the Building and the Land except to the extent that it is caused by the Landlord's negligence.

12.3 Tenant to Occupy Premises at Own Risk

Tenant occupies and uses the Premises and the Land at the Tenant's sole risk.

13. TENANT'S YIELDING UP OBLIGATIONS

13.1 The Tenant must immediately prior to vacating the Premises at the expiration or sooner determination of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination):

- (a) complete any repairs and maintenance which the Tenant is obliged to carry out under this Lease;

- (b) remove all of the Tenant's Property in or on the Premises or the Land and immediately make good any damage caused by such removal;
 - (c) wash down the Premises and treat as previously treated all internal surfaces of the Premises by painting staining polishing or otherwise to a specification reasonably approved by the Landlord and to the reasonable satisfaction of the Landlord;
 - (d) replace all damaged and non-operative light bulbs and fluorescent tubes in the Premises with new light bulbs and fluorescent tubes;
 - (e) thoroughly clean the Premises throughout, remove all refuse therefrom leaving the Premises in a clean, tidy, secure and safe condition;
 - (f) comply with all reasonable requirements and directions of the Landlord in respect of all removal and reinstatement works; and
 - (g) hand over to the Landlord all keys and other security devices for the Premises which the Tenant has in its possession or control.
- 13.2 If the Tenant does not complete such removal and making good on the expiration of the Term (or in the case of the determination, within a reasonable time after such determination) then (without prejudice to any other rights of the Landlord) the Landlord may undertake such obligations and the Tenant must repay on demand all costs and expenses incurred by the Landlord in so doing.
- 13.3 In addition to clause 13.2, the Landlord may elect not to effect such removal of the Tenant's Property (including all partitions, alterations and additions) in which case the Landlord may by notice in writing given to the Tenant notify the Tenant that unless the Tenant has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations or additions not removed by the Tenant will be forfeited to the Landlord and where the Tenant fails to comply with such notice such partitions alterations and additions will at the expiration of such fourteen (14) day period become the absolute property of the Landlord.
- 13.4 Until such time as the Tenant has complied with its obligations under clause 13.1 or the date upon which the same have been forfeited to the Landlord pursuant to clause 13.3 (whichever is the earlier) ("the compliance date"), the Tenant must pay by way of damages to the Landlord an amount which represents the rent payable immediately prior to the expiration or termination of this Lease calculated on a daily basis multiplied by the number of days between the compliance date and the date of expiration or the termination of this Lease.

14. LANDLORD'S OBLIGATIONS AND RIGHTS

14.1 Quiet Possession

Provided that the Tenant pays the rent and all other monies payable under this Lease and performs and observes the terms conditions and covenants on the Tenant's part to be performed or observed herein contained or implied, the Tenant may quietly enjoy the Premises without unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

14.2 Reservation of Services

The Landlord reserves the right for itself and for all others authorised by the Landlord the passage of any air conditioning equipment, fire sprinkler systems, pipes, ducts, cables, wiring, communications, water sewerage and drainage connections and any other services through or along or in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections and Services.

14.3 Costs of Proceedings

If the Landlord may without fault on the Landlord's part be made a party to any litigation commenced by or against the Tenant, the Tenant must pay to the Landlord on demand by the Landlord all reasonable legal fees and disbursements (as between solicitor and client) incurred by the Landlord in connection therewith.

14.4 Landlord's Right to Add to Building

- (a) The Landlord may at any time during the Term enlarge vary or reduce any Building and in so doing (but without in any way limiting the generality of the foregoing) may:
- A. acquire or dispose of any land;
 - B. permanently encroach upon any Common Areas, portions of the Land including any car park;
 - C. employ or use the air space above or below any part of any Common Areas including any car park;
 - D. erect additional floors above or below any part of the said Building;
 - E. provide multi-deck parking facilities;
 - F. strata title the Building or any one or more of the floors of the Building (in which event the Tenant will execute all relevant documents provided same do not prejudice the Tenant's rights to occupy the Premises upon the terms contained in this Lease); or
 - G. interrupt the water gas electrical air conditioning or other Services to the Premises.
- (b) The Landlord must in carrying out such works use reasonable endeavours to minimise so far as may be practicable any inconvenience to or interruption to the business of the Tenant.

14.5 Right to Enter

- (a) At any time during the Term the Landlord may (except in an emergency when no notice is required) enter the Premises after giving the Tenant reasonable notice:
- A. to view the state of repair and condition of the Premises;
 - B. carry out any works on the Land or in or to the Building (including alterations and redevelopment), but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
 - C. restrict access to the Land including parking areas but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
 - D. redirect pedestrian or vehicular traffic into, out of or through the Land;
 - E. close the Building in an emergency;
 - F. use, maintain, repair, alter and add to the Services to or in the Premises, but the Landlord must take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
 - G. exclude or remove any person from the Land;
 - H. to do anything the Landlord must or may do under this Lease or pursuant to any legal obligation; and

- I. to carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2,

and the Tenant will not be permitted to make any claim or abate any payment if the Landlord exercises any of its rights under this clause 14.5.

- (b) If the Landlord or the Landlord's agents or contractors find any defect decay or want of repair in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

14.6 Interest on Overdue Amounts

If the Tenant does not pay an amount when it is due and does not rectify such non-compliance within fourteen (14) days of written demand then it must pay interest on that amount on demand from when the amount became due until it is paid in full. Interest is calculated on outstanding daily balances of that amount at the Default Rate.

15. DAMAGE TO BUILDING OR PREMISES

15.1 Subject to clause 15.2, if the Building or which the Premises forms part is damaged:

- (a) the Tenant is not liable to pay rent or Outgoings or other charges that are attributable to the period during which the Premises cannot be used or are inaccessible due to that damage;
- (b) if the Premises are still useable but their useability is diminished due to the damage, a fair and just proportion of the rent, Outgoings and other charges payable by the Tenant pursuant to this Lease having regard to the nature of the damage shall abate from the date of the damage until the date that the Premises have become useable. If any dispute as to the amount of rent, Outgoings and charges to be abated arises, the same will be determined by a licensed valuer appointed by the President of the South Australian Division of the Australian Property Institute (or should that body have ceased to exist, the President or other principal officer for the time being of such body or association as then serves substantially the same objects) at the request of the Landlord;
- (c) if the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impractical or undesirable, the Landlord or the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing and neither party shall have any claim for or right to recover any compensation by reason of such termination save in respect of any antecedent breach or default or any claim regarding the cause of such damage; and
- (d) if the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing so to do, then the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing of termination to the Landlord.

15.2 Damage caused by Tenant

If the damage to the Building was caused or contributed to by the wrongful act or negligence of the Tenant no proportion of the rent, Outgoings and charges shall be abated and the Tenant will not be entitled to terminate this Lease.

15.3 Set off

The Landlord may, by notice to the Tenant, set off any amount due by the Tenant to the Landlord under this Lease or otherwise against any amount due by the Landlord to the Tenant under this Lease.

15.4 Damage to Goods or Person

Except to the extent caused by the negligent or wilful act or omission of the Landlord, its servants or agents, the Landlord its attorney or agent shall not be under any liability to the Tenant for any loss expense or damage sustained by the Tenant or any invitee of the Tenant arising out of personal injury or destruction of or damage to goods chattels furniture or effects howsoever caused including by water gas or electricity bursting overflowing leaking or escaping (as the case may be) from any water gas electrical apparatus installation fitting pipe sewer wiring roof or roof gutter down pipe or storm water drain (as the case may be) on in or connected to or appurtenant to the Premises and/or the Building.

16. REDEVELOPMENT AND DEMOLITION

16.1 The Tenant acknowledges that:-

- (a) the Landlord may during the term of this Lease decide to refurbish, repair, redevelop or extend the Premises and/or the Building and land of which the Premises form part;
- (b) the Landlord will suffer harm expense and loss if the Landlord elects to do so and is unable to obtain vacant possession of the Premises;
- (c) the Landlord has only agreed to the Tenant's offer to lease the Premises on the condition the Landlord can obtain vacant possession of the Premises for the purpose of so refurbishing, repairing, redeveloping or extending as and when required by the Landlord; and
- (d) this Lease is expressly subject to a condition precedent that the term of this Lease be subject to the Landlord's right to refurbish, redevelop or extend.

16.2 If during the Term or any extension of the Term the Landlord elects to refurbish, repair, redevelop or extend the Premises, the Building or the Land of which the Premises form part or any part thereof and the Landlord provides to the Tenant details of the proposed repair, redevelopment or extension sufficient to indicate a genuine proposal to refurbish, repair, redevelop or extend within a reasonably practicable time after the date upon which the Landlord requires vacant possession of the Premises, then the Landlord may on or after the commencement of this Lease:

- (a) give to the Tenant not less than six (6) months written notice requiring the Tenant to relocate its business to other premises in the Building or on the Land ("new premises") specifying the date on which the Landlord requires vacant possession of the Premises and requires the Tenant to relocate to the new premises ("relocation date") whereupon:-
 - A. this Lease will terminate on the relocation date;
 - B. not less than seven (7) days prior to the relocation date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord:

- i. a surrender of this Lease in registrable form by mutual consent and for no monetary or other consideration effective from the relocation date;
 - ii. a lease of the new premises from the relocation date which lease will be upon the terms and conditions hereinafter appearing; and
 - iii. the Tenant's registered duplicate copy of this Lease; and
 - C. the Tenant must vacate the Premises and relocate to the new premises on the relocation date;
- (b) the relocation to the new premises will be upon the following terms and conditions:-
 - A. the new premises must (in the reasonable opinion of the Landlord) be of comparable quality and utility to the Premises; and
 - B. the Landlord will, at its cost, move the Tenant's stock from the Premises to the new premises;
 - C. the lease of the new premises shall be on the same terms and conditions as this Lease (changed as necessary),

and the Tenant may, not later than one month (time being of the essence) of receiving the written notice of relocation from the Landlord, notify the Landlord in writing that the Tenant does not intend to enter into a lease for the new premises, in which case the Tenant shall vacate the Premises on the relocation date without any right to compensation or damages from the Landlord by reason of termination of this Lease; and

- (c) give to the Tenant not less than twelve (12) months written notice requiring the Tenant to vacate the premises specifying the date on which the Landlord requires vacant possession of the Premises (the "termination date") whereupon:
 - A. this Lease will terminate on the termination date;
 - B. not less than seven (7) days prior to the termination date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord such documents as the Landlord reasonably requires to effect a surrender of this Lease as at the termination date; and
 - C. the Tenant must vacate the Premises on the termination date,

and the Tenant may at any time after receipt of notice of termination from the Landlord terminate this Lease upon giving not less than seven (7) days prior notice in writing to the Landlord.

17. RULES AND REGULATIONS

- 17.1 The Landlord may from time to time make such rules and regulations that the Landlord considers necessary for the management, safety, security, care of or cleanliness of the Premises or the Building.
- 17.2 The Landlord reserves the right to amend from time to time the Rules and Regulations.
- 17.3 The Rules and Regulations bind the Tenant when it receives notice of the Rules and Regulations from the Landlord.
- 17.4 If there is any inconsistency between this Lease and the Rules and Regulations, then this Lease prevails.
- 17.5 A failure by the Tenant to comply with the Rules and Regulations is a breach of this Lease.
- 17.6 The Rules and Regulations applicable at the date of this Lease are those appended to this Lease.

18. EXTENSION OF TERM

If not more than six (6) months nor less than three (3) months prior to the expiration of the Term the Tenant gives to the Landlord notice in writing of its desire to extend the Term and if the Tenant is not in breach of any of the covenants agreements and conditions on the part of the Tenant to be performed and complied with, the Tenant (at the Tenant's cost and expense in all things) will be entitled to an extension of the Term for the further period referred to in Item 9 of Schedule 1 at a rent to be fixed in the manner provided by the terms of this Lease but otherwise upon the same terms and conditions as are herein contained with the exception of this right of renewal.

19. ESSENTIAL TERMS, RE-ENTRY, BREACH, DAMAGES

19.1 Essential Terms

The clauses of this Lease referred to in Item 10 of Schedule 1 are essential terms of this Lease and the Landlord may at its option treat any breach or default by the Tenant in the observance or performance of its obligations under any of such clauses as a repudiation by the Tenant of this Lease.

19.2 Power of Re-entry

If:

- (a) the rent or any part of it is unpaid for fourteen (14) days after any of the days on which it should have been paid (although no formal legal demand may have been made for payment); or
- (b) the Tenant commits or permits to occur any other breach or default in the due and punctual observance and performance of any of the terms of this Lease and fails to remedy the breach within a period of fourteen (14) days of written notice from Landlord (or such shorter time as the Landlord may in any particular case reasonably stipulate);
- (c) any Tenant's Property in or on the Premises is seized or taken in execution under any judgment or other proceedings;
- (d) the Tenant ceases to be able to pay its debts as they become due;
- (e) any step is taken to enter into any arrangement between the Tenant and its creditors;
- (f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Tenant's assets or business; or
- (g) the Tenant is deregistered or dissolved or any step is taken by any person towards that,

then the Landlord or the Landlord's attorney or duly authorised agent, solicitor or representative may without notice to the Tenant re-enter into and upon the Premises or any part thereof in the name of the whole and use and enforce all such ways and means and adopt all such measures as may be necessary or expedient for the purpose of effecting such re-entry by force or otherwise as the occasion may require without being liable for any loss expense damage action suit or proceeding or cost and to hold and enjoy the Premises as if these presents had not been made and thereupon the Tenant's leasehold interest in the Premises will cease and determine.

19.3 Damages generally

The Landlord's entitlement to recover losses, damages, costs or expenses will not be affected or limited by:

- (a) the Tenant abandoning or vacating the Premises;

- (b) the Landlord re-entering the Premises or terminating the Tenant's leasehold interest in the Premises;
- (c) the Landlord accepting the Tenant's repudiation; or
- (d) conduct of the parties which may constitute a surrender by operation of law.

20. NOTICES

20.1 Any written notice to be given by one party to the other shall be signed by the party giving the notice or by an officer or the duly authorised solicitor or agent of that party. Notice may be given to a party:

- (a) personally
- (b) by leaving it at the party's address last notified;
- (c) by sending it by pre-paid mail to the party's postal address last notified; or
- (d) by sending it by email to the party's email address last notified.

20.2 Notice is deemed received by a party:

- (a) if hand delivered, on the date of delivery; or
- (b) if sent by prepaid post within Australia, on the fourth Business Day after posting;
- (c) if sent by email:
 - A. at the time shown in the delivery confirmation report generated by the sender's email system; or
 - B. if the sender's email system does not generate a delivery confirmation report within twelve (12) hours of the time the email is sent, unless the sender receives a return e-mail notification that the email was not delivered, undeliverable or similar, at the time which is twelve (12) hours from the time the email was sent.

20.3 However, if the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.

20.4 When two or more people comprise a party, notice to one is effective notice to all.

20.5 Each party hereby notifies the other party that its addresses for notice as at the date of this document are as follows:

Landlord: City of Holdfast Bay
24 Jetty Road Brighton SA 5045
mail@holdfast.sa.gov.au

Tenant: Holdfast Bay Bowls and Croquet Club Inc
583 Anzac Highway Glenelg North SA 5045
secretary@clubholdfast.com

21. COSTS

21.1 Each party will bear its own costs in respect of the preparation, negotiation, execution and stamping of this Lease.

21.2 The Tenant must pay all stamp duty and registration fees in respect of this Lease and any renewal, extension, surrender, assignment or transfer of this Lease and any other incidental documents including any lease plan costs.

22. MISCELLANEOUS

22.1 Holding Over

If the Tenant continues in occupation of the Premises after the expiration of the Term with the consent of the Landlord the Tenant will thereupon become or be deemed to be a monthly tenant of the Landlord at a rent determined in accordance with the provisions of this Lease, and such tenancy will be subject to such of the conditions and covenants contained in this Lease as are applicable to a monthly tenancy.

22.2 Waiver

No waiver by the Landlord of any breach or non-observance by the Tenant of any covenant herein contained shall constitute a general waiver of the obligations of the Tenant.

22.3 Acceptance of Rent Arrears

In respect of the Tenant's obligations to pay rent the acceptance by the Landlord of arrears of or any late payment of rent will not constitute a waiver of the essentiality of the Tenant's obligations to pay rent on the dates hereinbefore set out for payment of rental or in respect of the Tenant's continuing obligation to pay rent during the Term.

22.4 Kiosks and Marquee

- (a) The Landlord may erect from time to time during the term and remove and re-erect kiosks, marquees and other temporary or permanent structures in any part of the Land (not comprising the Premises) and may grant to any person the exclusive use of all or any part thereof for such purposes for such periods and upon such terms and conditions as the Landlord may in its absolute discretion think fit.
- (b) The Tenant may request the consent of the Landlord to erect a marquee on the Premises for a particular day or days, when a sporting game or match will be held. If the Landlord's consent is granted, such consent will be subject to certain conditions and requirements of the Landlord from time to time. Such conditions will include an obligation on the Tenant to ensure that such marquee is weighted to prevent damage to sub-surface irrigation.

22.5 No Caveat

The Tenant must not lodge or cause or permit to be lodged any absolute caveat over the certificate of title for the Land or the Premises.

22.6 Landlord and Tenant Act

A notice under section 10 of the *Landlord and Tenant Act 1936 (SA)* must allow fourteen (14) days for the Tenant to remedy a breach of this Lease if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Landlord. No period of notice is required in respect of non-payment of rent.

22.7 Power of Attorney

If the Landlord becomes entitled to terminate this Lease and re-enter and take possession of the Premises (a statutory declaration of any duly authorised officer, employee or agent of the Landlord will be conclusive evidence for the purpose of the Registrar-General) then the Tenant irrevocably appoints the Landlord as the attorney of the Tenant to execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886 (SA)*. The Tenant must execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886 (SA)*.

22.8 Special Conditions

This Lease is subject to the special terms and conditions (if any) specified in Item 11 of Schedule 1 and if there is any inconsistency between any such special terms and conditions and any of the provisions of this Lease then such special terms and conditions will prevail.

Adjourned Report

A term of five (5) years commencing on 1 July 2029

Item 10 Essential Terms (clause 19)

Clauses 3.1, 4, 5, 6, 7, 8, 9.1, 9.4, 9.11, 10, 11, 12, 17 and 22.8 and any obligations imposed on the Tenant pursuant to Item 11 of this Schedule

Item 11 Special Conditions (clause 22.8)

1. Child Safe Environment

- 1.1 The Tenant acknowledges that the City of Holdfast Bay is committed to providing a child safe environment (as defined by the *Children and Young People (Safety) Act 2017 (SA)*) at all times. A child safe environment is 'an environment, which is both child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.'
- 1.2 The Tenant represents to the Landlord that it has fulfilled and will ensure that it continues to fulfil its requirements under the *Children and Young People (Safety) Act 2017 (SA)* in relation to occupying the Premises for the Permitted Use.
- 1.3 The Tenant must act in the best interests of the community at large.
- 1.4 The Tenant must at the request of the Landlord provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Tenant or any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who provide services from the Premises.
- 1.5 If the Landlord makes a request of the Tenant under this special condition, the Tenant must provide the requested documents to the Landlord within ten (10) Business Days of such request. Failure to do so will be considered a breach of an essential term of this Lease.

2. Floodlighting

The Tenant may use the floodlighting on the bowling greens within the Premises Monday to Sunday (inclusive) however the floodlights must be extinguished prior to 10.30pm on each occasion.

3. Liquor Licence

- 3.1 The Tenant must not:
 - (a) serve, sell or provide to persons; or
 - (b) consume or allow persons to consume; or
 - (c) alcoholic beverages on the Premises;without the Landlord's consent.
- 3.2 Unless the Tenant first obtains the written consent of the Landlord, the Tenant must not apply for:
 - (a) a liquor licence under the *Liquor Licensing Act 1997 (SA)*; or
 - (b) a gaming machine licence under the *Gaming Machines Act 1992 (SA)*.
- 3.3 If the Tenant obtains a licence (or licences) as permitted by this special condition, the Tenant must not do (or fail to do) or allow any of its employees, agents, contractors, licensees or invitees to do (or fail to do):

Schedule 1

Item 1 Tenant (clause 1.17)

Name: Holdfast Bay Bowls and Croquet Club Inc

ABN: 39 193 714 648

Address: 583 Anzac Highway Glenelg North SA 5045

Item 2 Premises (clause 1.12)

That portion of the land comprised in Certificate of Title Volume 5582 Folio 871 being the area delineated in red on the plan annexed hereto as Schedule 3 and situate at 583 Anzac Highway Glenelg North SA 5045

Item 3 Land (clause 1.8)

The whole of the land comprised in Certificate of Title Volume 5582 Folio 871

Item 4 Permitted Use (clause 9.1)

Bowling, croquet and associated sports and social functions and for such other lawful use(s) to which the Landlord consents in writing

Item 5 Term (clause 1.21)

A term of five (5) years commencing on 1 July 2024 (**Commencement Date**) and expiring at 11.59PM on 30 June 2029

Item 6 Commencing Rent (clause 3)

Three Thousand Five Hundred and Fifty Dollars (\$3,550.00) per annum plus GST payable in advance by equal quarterly payments in the first days of July, October, January, and April during the term hereof, subject always to the provisions contained in this Lease as to the rental reviews in Item 7.

Item 7 Rent Review (clause 3)

- Dates:
- (a) 1 July 2025 (Current rent increased by CPI for the quarter immediately before this review date)
 - (b) 1 July 2026 (Rent established in paragraph (a) above increased by CPI for the quarter immediately before this review date)
 - (c) 1 July 2027 (Rent established in paragraph (b) above increased by CPI for the quarter immediately before this review date)
 - (d) 1 July 2028 (Rent established in paragraph (c) above increased by CPI for the quarter immediately before this review date)
 - (e) If this Lease is renewed, on 1 July 2029, 2030, 2031, 2032 and 2033

Item 8 Public Risk Insurance (clause 11)

TWENTY MILLION DOLLARS per claim and unlimited in the annual aggregate or such higher amount as the Landlord may from time to time reasonably require

Item 9 Extension Of Term (clause 18)

- (a) anything that is in breach of the *Liquor Licensing Act 1997 (SA)* and/or the *Gaming Machines Act 1992 (SA)* (as the case may be) or of the conditions of the relevant licence; or
- (b) anything that may result in the relevant licence being revoked or suspended.

4. Liquor Licence Restriction

If the Tenant applies for a liquor licence with the Landlord's consent in accordance with this Lease, the Tenant acknowledges and agrees that such liquor licence must only permit the sale, service or consumption of alcohol on the days and during the times as follows:

Monday to Saturday (inclusive)	5:00 am to Midnight
Sunday	8:00 am to Midnight

5. Croquet Requirements

The Tenant must:

- 5.1 provide green keeping services for the maintenance of Green C which is specially allocated for the sport of croquet;
- 5.2 actively promote the sport of croquet in all newsletters and any other materials circulated from the club.
- 5.3 actively promote the sport of croquet on all external signage;
- 5.4 allow the former Croquet facility players use of the specially constructed room for their use in the facility to display membership boards etc and to use for meetings etc;
- 5.5 acknowledge that the former Glenelg Croquet Club name be retained and displayed at suitable locations within the facility and allow honour boards and membership boards etc to be displayed;
- 5.6 accept croquet players as Full or Associate members of the Holdfast Bay Bowls and Croquet Club Incorporated;
- 5.7 ensure the members that only play croquet enjoy the same rights and benefits as other Full or Associate members of the Holdfast Bay Bowls and Croquet Club;
- 5.8 ensure that members that only play croquet have full and unrestricted access to the Holdfast Bay Bowls and Croquet Club facilities, including but not limited to the following areas:
 - (a) kitchen;
 - (b) dining room;
 - (c) toilets;
 - (d) change rooms;
 - (e) bar;
 - (f) recreational lounge;
 - (g) shelters on greens;
 - (h) off street car parking;
 - (i) storage or equipment; and

- (j) any external area required to access and participate in croquet games;
- 5.9 ensure that the management committee comprises at least one representative from the croquet facility;
- 5.10 undertake to canvas and promote the sport of croquet whenever an opportunity arises;
- 5.11 actively seek to have joint tournaments, that involve bowls and croquet, or use of the premises to assist in the promotion of croquet;
- 5.12 provide to the croquet facility advice of upcoming international/national/state events as soon as known and also provide a list of dates by the 31 August of each year outlining the dates during the season when the Green C will not be available due to those requirements;
- 5.13 ensure that absolute minimal disruption will occur to the playing of croquet when Green C is required for bowling tournaments with the following providing a guideline for green preparation times:
 - (a) international and national tournaments 4 weeks
 - (b) state tournaments 3 weeks;
- 5.14 advise the Landlord, in writing, when any disruption to the playing of croquet is expected to be over four (4) consecutive weeks and what action has been taken to minimise the disruption; and
- 5.15 make other arrangements to ensure that any disruption under special condition 5.14 is absolutely minimised. The Tenant will advise the Landlord of what other arrangements have been in these instances.

6. Annual Inspections/Service Records to be provided to Landlord

The Tenant must provide to the Landlord on or before the Commencement Date and on each anniversary of the Commencement Date during the Term evidence of annual inspection/servicing of the Premises and Services in a form satisfactory to the Landlord, including but not limited to copies of all compliance certificates from the relevant authorities regarding fire safety, white ants, air conditioning, grease arrestors, electrical and essential safety provisions.

7. Grease Trap and Range Hood

- 7.1 Where any range-hood, exhaust, grease arrestor or triple interceptor and associated plant and equipment exclusively service the Premises, the Tenant must:
 - (a) at its own expense, regularly clean, service, maintain, repair and empty (where applicable) each device to ensure it is in good working order and condition and so that nothing impairs its operation or efficiency, or causes unreasonable annoyance, nuisance, damage or disturbance to any persons who occupy nearby space or premises;
 - (b) pay for all running costs associated with each device;
 - (c) not do, or permit, or suffer to be done, anything in relation to each item that might interfere with, or impair, its efficient operation;
 - (d) comply with all applicable laws, regulations and notices and requirements of any governmental body relating to the grease arrestor and the transport and disposal of grease and other waste from the grease arrestor;

- (e) provide to the Landlord upon request all service notes and invoices evidencing the completion of all servicing, repairs, cleaning and waste removal;
- (f) obtain and maintain during the Term all permits, licences or other consents required in relation to the installation, use and operation of the grease arrestor; and
- (g) promptly and fully comply with all directions and requirements of the Landlord regarding the use and operation of the grease arrestor which the Landlord notifies the Tenant in writing.

7.2 If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Landlord's Property, then the Tenant will not be responsible for any replacement of those items at the end of their useful life provided that the need for replacement was not caused or contributed by the act, omission, negligence or default of the Tenant. If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Tenant's Property, then the Tenant is in all respects responsible for all costs associated with those devices.

7.3 If the Premises are not connected to a range-hood, exhaust, grease arrestor or triple interceptor or similar device and the Tenant's use of the Premises means that the Premises are required to be connected to such a device, then the Tenant must promptly install such a device in compliance with clause 7, at its expense and thereafter comply with clause 6 and this special condition.

7.4 Where a range-hood, exhaust, grease arrestor or triple interceptor does not exclusively service the Premises, the Tenant must punctually pay, free from all deductions, a proportion of all charges associated with maintenance of the range-hood, exhaust, grease arrestor or triple interceptor as the Landlord in its sole discretion deems reasonable having regard to:

- (a) the Tenant's Proportion;
- (b) other occupants on the Land;
- (c) the respective use of the range-hood, exhaust, grease arrestor or triple interceptor by all occupiers of the Land; and
- (d) any other reasonable factor that is relevant to the Landlord.

7.5 Without limiting any other provision of this Lease, the Tenant:

- (a) must maintain insurance for the grease arrestor;
- (b) must repair, maintain and replace any damaged or non-working item comprising the grease arrestor;
- (c) must reinstate and make good; and
- (d) indemnifies the Landlord,
- (e) in the same manner and to the same extent as provided in this Lease.

7.6 If the Tenant does not pay the costs of any of the Services by the respective due date, the Landlord may pay for the Services and the amount paid is repayable by the Tenant as a debt due to the Landlord.

8. Tenant's Fixtures and Fittings

8.1 For the avoidance of doubt, the Tenant acknowledges that the Landlord has no

liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Premises by the Tenant.

- 8.2 At the expiration or earlier determination of the this Lease, if requested in writing by the Landlord, the Tenant must, in consideration for \$1.00 (if demanded) transfer ownership to the Landlord all such fixtures and fittings within the Premises, free of any other interests, which are nominated by the Landlord pursuant to this special condition.

9. Hiring out of Premises

- 9.1 The Tenant may hire the Premises to other persons or bodies on a casual basis during such times notified by Landlord from time to time strictly in accordance with the following terms and conditions:

- (a) if the party wishing to hire the Premises intends to use any floodlights servicing the outdoor areas of the Premises, then unless the proposed use of the floodlights is restricted to times during which the Landlord has already given permission of floodlighting to be used, the Tenant must first obtain the Landlord's written consent;
- (b) the Tenant must notify the Landlord of the fees set by the Tenant for hiring out the Premises, and any change to the hire fees within fourteen (14) days of the determination of or change in the hire fees;
- (c) if the Landlord considers at its discretion that the hire fees set by the Tenant are too high or too low (in comparison) with hire fees for similar facilities in those areas of the City of Holdfast Bay council area then it may direct the Tenant to change the hire fees to a level set by the Landlord;
- (d) the Tenant must ensure that any hire agreement it enters into does not breach any provision of this Lease and is in such form notified and approved by Landlord;
- (e) upon written request, the Tenant must provide the Landlord with a full report in relation to the hiring out of the Premises, such details to include the dates, times, name of the hiring party, event purpose, fees charged and any other details reasonably requested by the Landlord;
- (f) the Tenant must not unreasonably refuse to hire out or otherwise licence the Premises to any person or organisation upon receipt of a request to do so from the Landlord and/or any member of the public at any time other than when the Premises are:
 - A. actively in use by the Tenant; or
 - B. on hire or licensed to another person or organisation pursuant to this special condition; and
- (g) when the Premises or the Building is being used for any function or is otherwise being used in relation to any hiring out, the Tenant must ensure that:
 - A. any noise is kept to a level that does not cause unreasonable annoyance or nuisance to any persons who occupy nearby space or premises; and
 - B. the use and enjoyment of the Land by any other party or licensee then in possession of or otherwise using the Land is not unduly interfered

with or otherwise impeded.

10. **Council Rebate**

The parties acknowledge that there is no automatic right to a council rate rebate levied on the Premises. The Tenant has an opportunity to request the Landlord to apply a rebate of the rates levied on the Premises by lodging an application with the Landlord in accordance with the Landlord's prescribed form by no later than 15 May each year during the Term of this Lease. The prescribed form can be requested from the Landlord during April in each calendar year.

Adjourned Report

Adjourned Report

SCHEDULE 2
Maintenance Schedule

SCHEDULE 2 – Maintenance Schedule

This schedule outlines the particular responsibilities of Landlord and the Tenant, where applicable, and must be read in conjunction with relevant provisions within this Lease including **clauses 6 and 14.5** to the extent of any inconsistency with this Maintenance Schedule and the main provisions of this Lease, this Maintenance Schedule will prevail.

In this Schedule 2:

- *All references to “end of life” must be interpreted as being the period over which an asset is expected to be available for use by the Tenant if properly maintained and repaired in good order, or the asset has fully depreciated such that it has no economic life;*
- *all references to “periodically” must be interpreted to any program or time frame stated within any manufacturing specifications, Australian Standards or industry best practice benchmarking, as notified by the Landlord to the Tenant from time to time.*

Building – External

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Storm water system	Keep free from blockages – unblock / repair drains, unless caused by the Landlord Repair damage caused by Tenant		As required	Repair / unblock drains where damage caused by Landlord Replace at end of life
Storm water pits	Keep free from blockages – unblock / repair drains, unless caused by the Landlord Repair damage caused by Tenant		As required	Repair / unblock drains where damage caused by Landlord Replace at end of life

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Windows internally and externally, including frames and screens etc	Clean including frames. Replace broken glazing, repair as required		Minimum twice a year	Replace frames, glazing and opening/closing mechanisms at end of life unless damage caused by Tenant
Sewer mains and external pipes	Nil		As required	Keep clear of blockages Repair/replace at end of life unless damage caused by Licensee's negligence
Roof and guttering	Keep guttering clean and free of debris at all times		Twice a year	Repair leaks and replace roof at end of life
Doors/locking mechanisms	Minor adjustments to keep doors operational	Option	As required	Repairs and replace mechanisms at end of life unless damage caused by the Tenant
Building keys, fobs & access cards, if installed	Replacement or programming of keys, fobs or cards		As required	Replace system at end of life. Council will retain the main master key system and will issue keys and fobs as required
Walls	Wash, clean periodically	Option	Annually	Periodic repair and painting (e.g. every 10-years) unless damage caused by tenant
	Repair, touch up and repaint damage caused by Tenant and their activities	Option	As required	Maintain structural stability Remove graffiti
Glass	Keep clean and maintain. Replace if broken or damaged		As required	Remove graffiti Replace structure at end of life

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Paint finishes	Keep clean and maintain. Replace if broken or damaged		As required	Periodic repair and painting (e.g. every 10-years) unless damage caused by tenant
Signs installed by Tenant	Maintain, clean and replace		As required	Nil responsibility
Security lights	Keep clean and maintain. Replace if broken or damaged.		As required	Replace at end of life
Other external lights (flood lighting)	Full responsibility		As required	Nil responsibility
External Pipes	Repair damage and blockage caused by tenant's negligence		As required	Replace at end of life. Remove tree roots if damaged caused by trees on landlord's land
General Cleaning, including shed and storage areas	Full responsibility maintain and keep clean and tidy including surroundings within the leased area		Periodically	Nil responsibility
Tenant's fixtures and fittings	Full responsibility			Nil responsibility
Servery shelves kitchen area), including roller shutters	Cleaning, servicing and maintenance		Periodically	Replacement at end of life

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Pest removal in the whole leased area	Full responsibility		As required	Nil responsibility

Adjourned Report

External Site Surfaces

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
External fence	Keep clean and tidy. Repair if damage caused by tenant's advertising signage.		As required	Replace at end of life
Building apron/walkway	Keep clean and unobstructed. No storage of waste		At all times	Maintain and replace
Garden areas within the Premises including any trees, lawn, vegetation or sediment within those areas	Full responsibility including but not limited to maintenance, vegetation pruning and care, lawn mowing and watering		At all times	Nil responsibility
Watering / irrigation systems within the Premises, if installed	Full responsibility unless damage caused by landlord		As required	Nil responsibility
Retaining Walls	Nil responsibility unless damage caused by tenant		As required	Maintain and replace at end of life
Line marking of Playing Greens	Full responsibility		As required	Nil responsibility
Maintenance and replacement of Playing Greens	Full responsibility		As required	Nil responsibility
Playing Greens lighting	Full responsibility		As required	Nil responsibility
Memorial sites and fundraising pavers, if applicable	Full responsibility		As required	Nil responsibility

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Signs installed by Landlord (including entry statement)	Full responsibility. Keep clean, secure, and free of graffiti		As required	Nil responsibility
Bench and/or other sitting arrangements owned by the Tenant	Full responsibility. Keep clean, safe, and free of graffiti		As required	Nil responsibility
Pest removal on grounds	Full responsibility		As required	Nil responsibility

Adjourned Report

Building Internal

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Water, sewer and gas piping	Keep free from blockages – unblock / repair drains, unless caused by the Landlord Repair damage caused by Tenant		As required	Repair / unblock drains where damage caused by Landlord Replace at end of life
Hot water systems	Utility costs associated with HWS		As Required	Maintenance and replacement at end of life
Toilet/shower and store rooms fit out and finishes	Full responsibility. Keep clean and tidy		Periodically	Replacement at end of life
Security Alarm System and general Cameras, if installed		Call outs or attendance by security patrols or MFS caused by the Tenant and their activities Any approved changes to the system or its configuration that are requested by the Tenant.	Periodically	Oversee any additions or changes. Manage Council owned CCTV Configuration of the systems, servicing maintenance and monitoring. Replacement at end of life
Fire extinguishers, hose reels and fire blankets, sprinkler systems etc	Make sure fire equipment is accessible at all times. Report any damage or usage of fire equipment to landlord.		Periodically	Service, repair and maintain fire extinguishers and blankets, hose reels and sprinkler systems at end of life, unless damage caused by tenant

	Repair, replace or replenish if used or damaged by Tenant			
Emergency exit lighting and evacuation signage	Nil responsibility unless damaged or altered by Tenant	Optional	Periodically	Full responsibility unless damage caused by Tenant
Smoke detectors	Nil maintenance responsibility unless damaged by Tenant	Call outs or attendance by security patrols or MFS caused by the Tenant and their activities Any approved changes to the system or its configuration that are requested by the Tenant	Periodically	Configuration of the system, servicing, maintenance and monitoring. Replacement at end of life
Water/waste services – associated fittings including taps etc	Clean fittings, toilet, sinks, etc. – maintain and replace washers. Replace tap ware, sinks, drains and toilets etc. if damaged by tenant		Periodically	Replace sinks, drains and toilets at end of life
Telecommunications – phone/PABX systems	Full responsibility		As Required	Nil responsibility
Air conditioning units/thermostats, ducting etc	Regular service and repairs to maintain working order		In line with manufacturer's specification	Replace at end of life

Electrical services, sub switchboards, distribution boards and power lighting circuits	Nil responsibility unless damage caused by Tenant		As Required	Full responsibility unless damaged caused by Tenant
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Adjourned Report

Adjourned Report

Schedule 3
Plan of Premises



RULES AND REGULATIONS

1. The Tenant must not:
 - 1.1 smoke in the Building or on the areas outside the Building on the Land;
 - 1.2 put up signs, notices, advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval;
 - 1.3 hold auction, bankrupt or fire sales in the Premises;
 - 1.4 keep an animal or bird on the Premises;
 - 1.5 use a business name which includes words connecting the business name with the Building without the Landlord's approval;
 - 1.6 remove floor coverings from where they were originally laid in the Premises without the Landlord's approval;
 - 1.7 do anything to the floor coverings in the Building which affects any guarantee in connection with them if the Landlord has given the Tenant a notice setting out the relevant terms of the guarantee;
 - 1.8 use any method of heating, cooling or lighting the Premises other than those provided or approved by the Landlord;
 - 1.9 operate a musical instrument, radio, television or other equipment that can be heard outside the Premises;
 - 1.10 throw anything out of any part of the Building;
 - 1.11 move heavy or bulky objects through the Building without the Landlord's approval;
 - 1.12 obstruct:
 - (a) windows in the Premises except by internal blinds or curtains approved by the Landlord;
 - (b) any air vents, air conditioning ducts or skylights in the Premises; or
 - (c) emergency exits from the Building or the Premises; or
 - (d) the Common Areas; or
 - (e) intercom and directory boards provided by the Landlord.
2. The Tenant must:
 - 2.1 put up signs in the Premises prohibiting smoking if required by the Landlord;
 - 2.2 if the Landlord approves the Tenant's use of a business name which is connected with the Building, terminate any right it has to use that business name on the date it must vacate the Premises;
 - 2.3 participate in any emergency drill of which the Landlord gives reasonable notice;
 - 2.4 evacuate the Building immediately and in accordance with the Landlord's directions when informed of any actual or suspected emergency; and
 - 2.5 secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security.

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

THE LANDLORD DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

SIGNED as an agreement

DATED

THE COMMON SEAL of
CITY OF HOLDFAST BAY
was hereunto affixed in the presence of:

.....
Mayor

.....
Chief Executive Officer

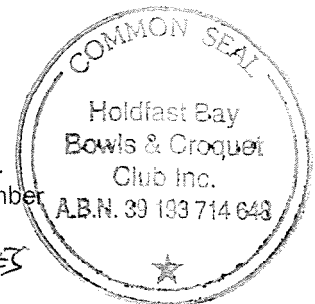
THE COMMON SEAL of
THE HOLDFAST BAY BOWLS AND CROQUET CLUB INCORPORATED
was affixed pursuant to the *Associations
Incorporation Act 1985 (SA)* in accordance with
its constitution:-

S Allen
.....
Chairperson/Vice-Chairperson
(Please delete as applicable)

Suzanne P. Allen
.....
Print Full Name

Heather Cowden-Tonkes
.....
Signature of Committee/Board Member
{Please delete as applicable}
HEATHER COWDEN-TONKES
SECRETARY

.....
Print Full Name



Adjourned Report

Item No: 14.1

Subject: **INFORMATION REPORT – SOUTHERN REGION WASTE RESOURCE
AUTHORITY BOARD MEETING – 19 AUGUST 2024**

Summary

The Information Report of the Southern Region Waste Resource Authority Board meeting held 19 August 2024 is provided for information.

Recommendation

That Council notes the Information Report of the Southern Region Waste Resource Authority Board meeting held 19 August 2024.

Background

Southern Region Waste Resource Authority (SRWRA) is a regional subsidiary established by the Cities of Onkaparinga, Marion and Holdfast Bay (the "Constituent Councils"), pursuant to section 43 of the *Local Government Act 1999*. The functions of SRWRA include providing and operating waste management services on behalf of the Constituent Councils.

In accordance with Section 4.5.2 of the SRWRA Charter - 2024, there shall be at least six ordinary meetings of the Board held in each financial year.

Furthermore, Section 4.5.11 states that prior to the conclusion of each meeting of the Board, the Board must identify which agenda items considered by the Board at that meeting will be the subject of an information report to the Constituent Councils.

Report

In accordance with the above, the Information Report from the Board Meeting held on 19 August 2024 is provided for Members' information.

Refer Attachment 1

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

A city, economy and community that is resilient and sustainable.

Council Policy

Not applicable

Statutory Provisions

Not applicable

Written By: Executive Support Officer

A/Chief Executive Officer: Ms P Jackson

Attachment 1

Constituent Council Information Report – Public

Board Meeting: 19 August 2024

Report By: Chief Executive Officer

In accordance with Section 4.5.11 of the Southern Region Waste Resource Authority Regional Subsidiary Charter - 2024, the SRWRA Board identified the following Agenda Items to be the subject of a Public Information Report to the Constituent Councils (Cities of Onkaparinga, Marion and Holdfast Bay).

Report Name	Report Summary
Procurement Plan – Articulated Dump Truck	The SRWRA Plant Asset Management Plan recommended the replacement of the Articulated Dump Truck in FY25. A procurement plan will be implemented to facilitate the process.
Audit & Risk Committee Membership	The terms for existing Independent Audit & Risk Committee members for the Cities of Marion, Onkaparinga and Holdfast Bay were all due to expire before the end of 2024. Reappointments were sought from Councils and all members were reappointed by the Board.
Chief Executive Officers Information Report	The CEO summarised key activities over the last few months. <ul style="list-style-type: none"> • The EPA attended site to discuss lithium battery management just days before the SRWRA CEO attended a meeting with the South Australian Minister for Environment. The key message from industry to State Government was 'less talk, more action'. In the last three months, the SRWRA site has recorded 12 fire incidents. • SRWRA will undertake a demand assessment of the EcoPark concept, this report will guide the next steps in the proposal. • SRWRA is continuously evolving and becoming more complex. The Board identified the need to develop a skills matrix to ensure a comprehensive range of expertise is present to support the current and future direction of SRWRA.
Risk Management Report	SRWRA provides quarterly risk management reporting to the Audit & Risk Committee and Board, this includes regular reviews of the SRWRA risk register and identification of new and emerging risks.



Constituent Council Information Report – Public

Item No: 15.1

Subject: ITEMS IN BRIEF

Summary

These items are presented for the information of Members.

After noting the report any items of interest can be discussed and, if required, further motions proposed.

Recommendation

That the following items be noted and items of interest discussed:

- 1. Holdfast Environmental Volunteer Activity 2023-24**
 - 2. Tesla EV Charging Station – Partridge Street East Car Park**
-

Report

1. Holdfast Environmental Volunteer Activity 2023-24

The Holdfast Habitat Heroes are a large group (>50) of local volunteers supported by Council to undertake biodiversity related work on many of the City's natural and revegetated sites. The group meets weekly on alternate Wednesdays and Thursdays to work for two hours on planting, weeding, watering and the occasional workshop to boost their skills. In 2023-24, 774 Holdfast Habitat Hero hours (equivalent to \$36,083) installed 1,862 plants and lots of weeding undertaken.

Local indigenous plants were given to residents in a number of ways. The Gazania Free Gardens Native Plant Swap is run in collaboration with Green Adelaide and the City of Marion. This event encourages residents to remove gazanias, a declared weed, in exchange for 10 free locally indigenous plants. In addition, two indigenous plant giveaways are held, one in collaboration with the Arts and Culture Coordinator for NAIDOC Week and one run solely by the Environment Team. 1,230 plants were given away to residents during 2023-24.

Community Planting Days are additional events run to engage the wider Holdfast Community in biodiversity activities. In 2023-24 these events were held at Kingston House Reserve, Tweeddale Reserve, Seacliff Dunes, Kauri Parade (in collaboration with Railcare), and Adelphi Terrace (in collaboration with Trees For Life). The environment team also held the Love Our Local Trees event in collaboration with City of Marion and Living Smarties which included a variety of activities that encouraged residents to learn more about trees, the importance of them and how to care for them. We worked with volunteers from McAuley Community School, Brighton & Seacliff Yacht Club, Home Schooling Group and Play at the Bay participants. 6,078

plants were installed on sites during community planting events and those installed by contractors. Rare plants were re-introduced throughout the City including *Picris squarrosa* (squat picris) in the dunes and *Olearia passerinoides* ssp. *glutescens* (sticky daisy bush)

An additional six events were held involving 567 volunteer hours (equivalent to \$26,433).

Two workshops were held for existing council volunteers, including Friends of Pine Gully, Friends of Minda Dunes, Friend of Sturt River Landcare Group and Railcare, an iNaturalist training workshop (in collaboration with Green Adelaide) and an Anabat (Microbat) Analysis Workshop. One additional Coastal Gardens Workshop was held for all residents in collaboration with Green Adelaide and City of Marion.

2. **Tesla EV Charging Station – Partridge Street East Car Park**

The installation of Tesla electric vehicle fast charging infrastructure is almost complete and will be available for use from mid September.

Charging will be available for six cars and the charges support a range of electric vehicles.

The first two hours in the car park are free providing ample time to charge on ground level.

An opening event will be organised by the operator for 19 September 2024.

Written By: Executive Assistant to the Chief Executive Officer

A/Chief Executive Officer: Ms P Jackson

Item No: 15.2

Subject: **2023-24 ANNUAL REVIEW OF INVESTMENTS**

Summary

Section 140 of the Local Government Act 1999 (the Act) requires Council to review the performance of its investments on an annual basis. This report explains the process for investing funds, amount of funds invested, and investment performance.

In 2023-24 Council received investment income of \$82,000 for its municipal operations compared to a budget of \$72,000 and Alwyndor received \$1,122,000 compared to its original budget of \$857,000.

Recommendation

That Council notes this report comprising a performance review of 2023-24 investments, as required under section 140 of the *Local Government Act 1999*.

Background

The Act requires councils to review the performance of its investments annually. Council invests its funds in accordance with its Treasury Management Policy, ensuring funds are invested within legislative and prudential requirements.

Section 139 of the Act details the investment powers of a Council. It requires a Council to exercise care, diligence and skill in placing and managing investments, while avoiding speculative or hazardous investments. It also stipulates matters to be considered when placing investments including the nature of risk, likely income return, effect of inflation and any anticipated community benefit.

Separate reports for Municipal and Alwyndor investment performances were received and noted by the Audit and Risk Committee on 14 August 2024.

Report

This report deals with investment performance resulting from the investing of day-to-day surplus funds (operating funds) with the Local Government Finance Authority (LGFA) or for Alwyndor, specific reserves investments via external investment advisor, Ord Minnett.

Investment Policy Framework

Council's Treasury Management Policy states that the LGFA is the preferred financial institution for municipal cash investments. It is guaranteed by the State and is managed and administered by a Board of Trustees, working for the benefit of councils and other Local Government Bodies within South Australia.

The LGFA offers an annual bonus payment which enables it to share its financial success with member councils. It is calculated in relation to the average deposit and loan levels held by the LGFA during the financial year.

Other approved municipal investment types include SA or Commonwealth Government Bonds and interest-bearing deposits or bank bills with a credit rating from Standard & Poor's of not less than A1 for investments up to 12 months and not less than AA- for longer investments.

For Alwyndor funds, the LGFA is the preferred financial institution for cash investments. Longer-term investments are managed by external fund manager, Ord Minnett, in accordance with the Investment Strategy and Policy. These investments include Australian equities, international equities, fixed interest, hybrids, property, and cash.

Municipal Funds

2023-24 Investment Placement

All of Council's municipal cash investments were placed with the LGFA. Due to cash flow requirements and the utilisation of cash advance debentures, no new major fixed term investment opportunities arose during the financial year.

LGFA Bonus Payments

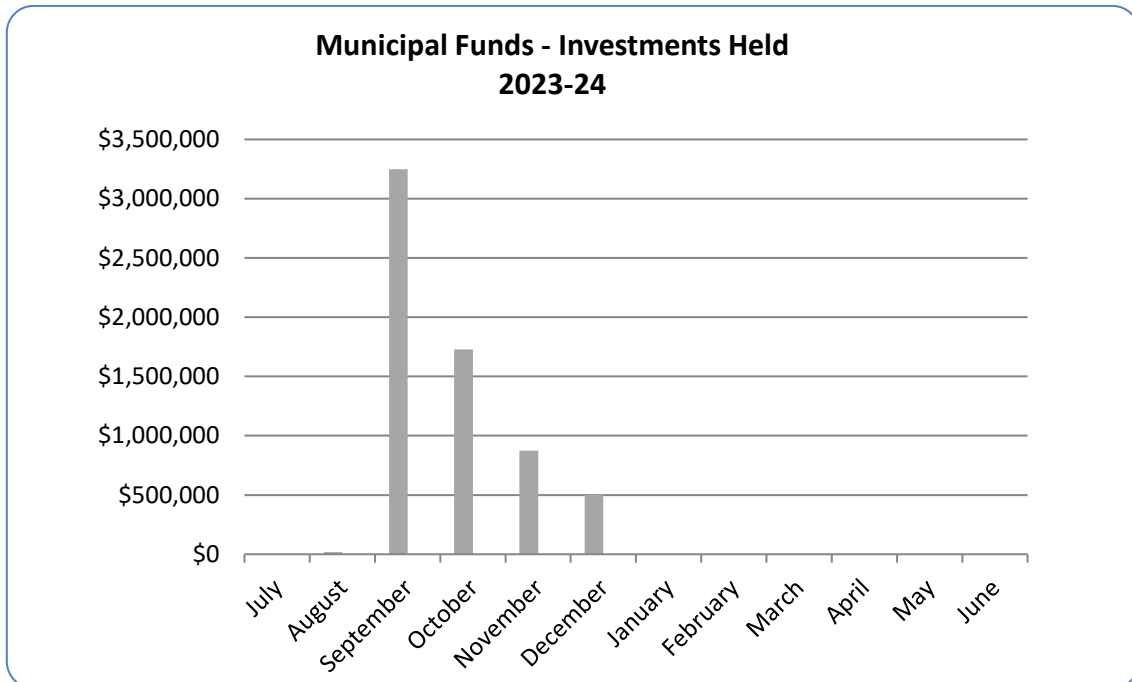
The Board of Trustees of the LGFA annually determines that a special distribution payment be made from surplus funds to councils and prescribed authorities who used the LGFA services. The allocation and amounts are calculated in relation to individual council deposit and debenture loan levels maintained with the LGFA over the financial year. The bonus payments equate to approximately 0.16% per annum on average deposits and loans. Council received a \$28,254.21 bonus payment for municipal funds in 2023-24.

Cash Backed Reserve Fund Investments

Council's Treasury Management Policy states that cash-backed municipal reserves will not be maintained unless required by legislation or agreed to with third parties. The reserves that are legally required to be maintained include developer contributions for which \$126,592 was received in 2023-24.

Levels of Investment

There were no municipal invested funds held as at 30 June 2024. The following graph highlights the level of investments held for municipal funds during 2023-24. The amounts invested peaked when the first rates notice instalment was due and before significant cashflow was required to deliver the 2023-24 capital program.



Municipal Funds Investment Performance

Total investment income for 2023-24 was \$82,359 which was higher than the budgeted forecast amount of \$72,000.

2023-24 Interest rate movements

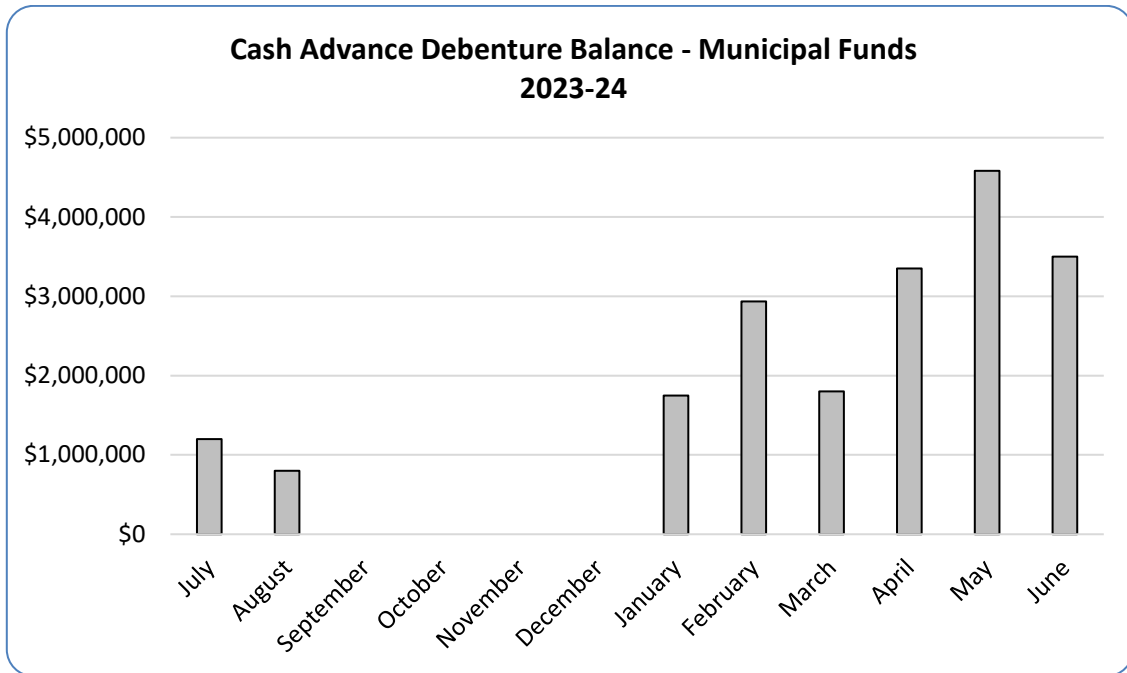
During 2023-24 official interest rates remained stable with no major increases introduced by the Reserve Bank of Australia (RBA). Over that twelve-month period interest rates were only increased once from 4.10% to 4.35% in November 2023.

As part of the RBA's strategy to combat high inflation they have increased rates by 4.25 percentage points since May 2022. Their aim is to establish a more sustainable balance between supply and demand in the economy but have not yet determined whether this has been achieved, leading to a 'wait-and-see' strategy over much of the last year.

Cash Advance Debenture movement during 2023-24

Throughout 2023-24 available cash was utilised to meet regular operational cash flow requirements and capital expenditure. The Treasury Management Policy for municipal funds states that available funds are to be first used to repay debt and to avoid raising new debt.

During 2023-24 short term cash advance debenture (CAD) borrowings were used when temporary cashflows were required. The CAD draw-down timings reflect these cash flow requirements.



In 2023-24 there was no funding requirement for new fixed term borrowings, however a total loan principal amount of \$1,101,265 was repaid on existing fixed term borrowings. The total fixed term principal outstanding as at 30 June 2024 is \$12.3 million with a weighted average interest rate of 4.03%.

Alwyndor Funds

2023-24 Investment Placement

All Alwyndor investments were held with either the State backed LGFA or via external investment advisor Ord Minnett.

LGFA Bonus Payments

The Board of Trustees of the LGFA annually determines that a bonus payment be made from surplus funds to councils and prescribed authorities who used the LGFA services. Alwyndor received a \$3,748 bonus payment for funds held with LGFA.

Alwyndor also received a total of \$207,627 in interest on the funds held with LGFA. This amount corresponds to an average interest rate of 4.45%.

Cash Backed Reserve Fund Investments

Reserve funds are invested in accordance with prudential requirements and Alwyndor is mandated to maintain a minimum liquidity level of \$2.7 million in the form of at-call cash funds.

Levels of Investment

Alwyndor's investment objective is to provide sufficient liquidity and capital preservation, as well as growth of surplus capital reserves over time.

As of November 2021, a total of \$12.5m was invested and no further additions to this amount have been made to date.

The operational Alwyndor account is the day-by-day cash account. All receipts and payments are processed through a bank account and any surplus funds arising are invested in accordance with the current policy.

Alwyndor Investment Performance

Interest and dividends received during 2023-24

Total investment income for 2023-24 was \$1,121,660 which was higher than the original budgeted forecast amount of \$856,797.

The investment performance has resulted in a fair value movement representing unrealised gains of \$600,125 as at 30 June 2024. Alwyndor's Investment Strategy and Policy is based upon a long-term investment plan with the assumption that performance will fluctuate over a seven-year period. This plan represents an asset allocation split of 40% growth and 60% income.

The portfolio return after fees is 3.97% since inception and 9.66% for 2023-24, an improvement from 8.05% for 2022-23.

Cash income return is annualising at 4.45%, which will continue to increase based on interest rate rises on the interest rate securities.

Budget

The 2024-25 municipal investments budget has been set after taking into consideration the Treasury Management Policy, interest rate environment, and surplus operational funds. The original municipal budget has been set at \$72,000.

The 2024-25 Alwyndor investments budget has been set after taking into consideration the Investment Strategy and Policy, interest rate environment, level of reserve requirements and surplus operational funds. The approved budget for interest earned on cash held with the LGFA and investment income from external investment advisor Ord Minnett, has been set at \$1,122,000.

Life Cycle Costs

Not applicable

Strategic Plan

Statutory compliance

Council Policy

Treasury Management Policy

Statutory Provisions

Local Government Act 1999, sections 139 and 140

Written By: Manager Finance, Chief Financial Officer - Alwyndor

General Manager: Strategy and Corporate, Ms S Wachtel

Item No: 15.3

Subject: STRATEGIC PLAN REVIEW ENGAGEMENT

Summary

Section 122(4)(b) of the *Local Government Act 1999* (the Act) requires that Council “undertake a comprehensive review of its strategic management plans within 2 years after each general election of the council”.

A review of *Our Holdfast 2050+* has commenced, however, pursuant to Section 122(6), of the Act, “A council must adopt a process or processes to ensure that members of the public are given a reasonable opportunity to be involved in the....review of its strategic management plans”.

It is therefore recommended that public consultation be undertaken now, to give our community an opportunity to contribute to the review before it is completed. The proposed scope of the engagement is outlined in this Report.

Recommendation

That Council approves an engagement process from 12 September 2024 to 4 October 2024, as outlined in this report, to provide the public with a reasonable opportunity to be involved in the review of its strategic plan, *Our Holdfast 2050+*.

Background

Section 122(4)(b) of the *Local Government Act 1999* (the Act) requires that Council “undertake a comprehensive review of its strategic management plans within 2 years after each general election of the council”.

As the last general election was in November 2022, a review must be completed before the end of November 2024.

Report

A review of *Our Holdfast 2050+* has commenced, however, pursuant to Section 122(6), of the Act, “A council must adopt a process or processes to ensure that members of the public are given a reasonable opportunity to be involved in the....review of its strategic management plans”. Furthermore, section 50 requires engagement to be in line with council adopted Public Consultation Policy and section 50(4) requires that at a minimum that is “an ad in a newspaper circulating in the area and on the website inviting submissions (for at least 21 days).”

It is therefore recommended that public consultation be undertaken now, to give our community an opportunity to contribute to the review before it is completed, in time for the November 2024 deadline.

Administration's view is relevant external conditions and context have not changed substantively since the plan was developed. As such, the current framework of the strategic plan, which was adopted two years ago, is considered valid and the long-term strategic direction is recommended to be maintained at this time.

Despite this view, it is important that Council be open to comments about the vision and any of the plan's objectives or aspirations. In addition to the public consultation an internal review will occur at the same time with a focus on the shorter-term specific content, objectives and measures to strengthen connection with Council priorities and capacity.

Accordingly, it is recommended that Council approve community engagement, commencing Thursday, 12 September 2024, concluding Friday, 4 October 2024 in order to invite community participation in the review, and meet statutory obligations.

The consultation will seek input to the review via the following questions:

1. Tell us what you think of council's long-term vision for our City? ie, *Protecting our heritage and beautiful coast, while creating a welcoming and healthy place for all in South Australia's most sustainable city.*
2. From the current objectives and aspirations, what should council prioritise for the next 10 years in each focus area?
3. Do you have any comments about hopes, concerns or challenges in your neighbourhood for the next 10 years?

The engagement will occur primarily via YourHoldfast, however non-digital opportunities to participate will be provided via our libraries and Civic Centre. An advertisement advising of the engagement will be placed in *The Advertiser*, per legislative requirements, and invitations to participate will be sent to members of Council's database. The engagement will also be advertised across social media.

The outcomes of the consultation and the internal review recommendations will be evaluated, factored into the review of the strategic plan and provided back to Council.

A fact sheet explaining the review has been developed for Council's information and is provided as Attachment 1.

Refer Attachment 1

Frequently Asked Questions have been developed and are provided as Attachment 2.

Refer Attachment 2

Budget

Within existing allocations.

Life Cycle Costs

Not applicable

Strategic Plan

While Council has an important leadership role in setting the vision for the City, community input into that vision is vital to ensure that Council delivers on community expectations.

Council Policy

Community Consultation and Engagement Policy

Statutory Provisions

Local Government Act 1999

Written By: Manager Strategy and Governance

General Manager: Strategy and Corporate, Ms S Wachtel

Attachment 1

Strategic Plan Review Fact Sheet

Our Holdfast 2050+

Councils are required by State law (the *Local Government Act 1999*) to develop, and periodically review, strategic plans relating to their areas. In 2022, Council adopted a long-term strategic plan, the name of which is *Our Holdfast 2050+*. You can read the plan here: <https://www.holdfast.sa.gov.au/council/management-plans>

1 vision, setting out our aims

3 focus areas, which align our efforts

15 objectives, describing outcomes we want to see this decade

27 aspirations, that act as signposts on our journey,

spanning **4** decades

Our Holdfast 2050+ sets out an enduring vision for our city, to protect our heritage and beautiful coast, create a welcoming and healthy place for all, and be South Australia's most sustainable city.

While it is an ambitious vision, it provides a tangible horizon for Council as an organisation to aim for, and a desirable future for the people who live, work, play, study or visit our area.

Underpinning the plan are three focus areas.

Wellbeing

Enabling good health and economic success in an environment and a

community that supports wellbeing is the aim of this focus area.

Objectives and aspirations relate to inclusivity and participation in activities that are healthful and enjoyable.

Sustainability

This focus area facilitates a city, economy and community that is resilient and sustainable. Objectives and aspirations relate to responsible resource use, and actions that ensure our city is thriving in every way.

Innovation

Supporting a thriving economy and community that values life-long education, research, creativity and entrepreneurialism is the intention of this focus area. Objectives and aspirations relate to our growth and evolution as a city and communities.

Have Your Say

Online

yourholdfast.com/TBC

Email

mail@holdfast.sa.gov.au with the subject header: Strategic Plan Review Feedback

Phone

8229 9999 and ask to speak to

Stuart Boyd

Write

Stuart Boyd

Reply paid 85436

PO Box 19

Brighton SA 5048

The Review

State law, specifically section 122 of the *Local Government Act 1999*, requires that councils undertake a review of their strategic plan within 2 years after each general election. As the last general election was in 2022, it is now time to review Our Holdfast 2050+.

As the plan has only been in place for two years, we believe that the current plan should remain in place at this time. However, as required by legislation, a review has commenced and we are keen to incorporate your views in the review.

We invite you to tell us:

1. what you think of council's current vision? ie, *Protecting our heritage and beautiful coast, while creating a welcoming and healthy place for all in South Australia's most sustainable city.*
2. from the current objectives and aspirations, what should council prioritise for the next 10 years in each focus area?
3. if you have any comments about hopes, concerns or challenges in your neighbourhood for the next 10 years?

Attachment 2

Strategic Plan Review

FREQUENTLY ASKED QUESTIONS

What is Our Holdfast 2050+?

In 2022, Council adopted a long-term strategic plan, the name of which is *Our Holdfast 2050+*.

You can read the plan here: https://www.holdfast.sa.gov.au/assets/general-downloads/Council/Strategy-and-plans/Holdfast-2050_v12FA_Digital-spreads.pdf

Councils are required by State law (the *Local Government Act 1999*) to develop, and periodically review, strategic plans relating to their areas.

What is Council's vision for the future of our city?

Council's vision is that by implementing Our Holdfast 2050+, we are:

Protecting our heritage and beautiful coast, while creating a welcoming and healthy place for all in South Australia's most sustainable city.

What does Our Holdfast 2050+ include, at a glance?

This plan set out an enduring vision for our city, to protect our heritage and beautiful coast, create a welcoming and healthy place for all, and be South Australia's most sustainable city.

Council decided on three areas of focus to organise its efforts to achieve this vision – wellbeing, sustainability and innovation. Within these focus areas, the plan's vision is supported by medium-term objectives and long-range aspirations that act as sign-posts on our journey towards achieving the vision.

Why are you reviewing a long-term plan two years after adopting it?

State law, specifically the *Local Government Act 1999*, requires that councils review their strategic plans within 2 years after a general election. As the last general election was held in November 2022, we are now reviewing the strategic plan.

What happens to my feedback?

The results from this engagement will be collated, and feedback will be used by Council to consider whether any amendments are needed to Our Holdfast 2050+. All personal details related to feedback provided will be removed from council reports.

Who can provide feedback?

You don't have to be a resident to participate. Anyone is welcome to participate.



Who can I contact for more information?

Stuart Boyd
Corporate and Service Planning Lead
8229 9999
mail@holdfast.sa.gov.au

How can I provide feedback?

You can share your feedback in the following ways:

Online

yourholdfast.com/TBC

Email

mail@holdfast.sa.gov.au with the subject header: Strategic Plan Review Feedback

Phone

[8229 9999](tel:82299999) and ask to speak to Stuart Boyd

Write

Stuart Boyd
Reply paid 85436
PO Box 19
Brighton SA 5048

In-person

Brighton Library, Glenelg Library, Brighton Civic Centre (24 Jetty Road, Brighton)
All feedback must be received by 5pm 4 October 2024.

Item No: 15.4

Subject: **CALL FOR NOMINATIONS – POWER LINE ENVIRONMENT COMMITTEE**

Summary

The Local Government Association of South Australia (LGA) is seeking nominations from suitably qualified council members, or employees of council, or other local government entity, to fill one position on the Power Line Environment Committee for a term of up to three years.

Elected Members should consider if they meet the selection criteria of the position as outlined on the Call for Nominations Information Sheet.

Any member who would like to be nominated will need to have their nomination endorsed by Council prior to submission to the LGA. If Council does not have a nominee, it may just note the report.

Recommendation

That Council:

1. **notes the report.**

OR

2. **nominates _____ for consideration by the LGA to be nominated for the Power Line Environment Committee.**

Background

The Power Line Environment Committee sits under section 85A of the *Electricity Act 1996*. The purpose of the Committee is to assist local government with initiatives to move power lines underground, allow for more tree planting, streetscape projects and to improve the overall appearance of certain locations.

The position is for a term of up to three years. Successful candidates must attend 12 meetings per year in Adelaide. Online participation is available.

Report

On 29 August 2024, the LGA commenced seeking nominations from suitably qualified council members, or employees of a council, or other local government entity to fill one position on the Power Line Environment Committee for a term of up to three years.

The Power Line Environment Committee consists of eight members with one member representing the following:

- Department of Environment and Heritage (or its equivalent)
- Transport SA (or its equivalent)
- LGA South Australia
- conservation interests
- holders of licences under the *Electricity Act 1996* which authorise the operation of networks (Network Licensees)
- two community representatives.

The Committee operates under a Charter which defines the scope of activities, composition of the committee, financial arrangements, reporting and administrative processes.

Refer Attachment 1

The Committee meets 12 times per year for approximately two hours. The remuneration for the role is \$2,110 p.a.

In accordance with the LGA Appointments and Nominations to Outside Bodies Policy (Policy) the Nominations Committee of the LGA Board of Directors may undertake preliminary consideration of nominees and make recommendations to the LGA Board of Directors.

LGA nominations on Outside Bodies will, unless determined otherwise by the LGA Board of Directors, be currently serving council members or employees of a council or other local government entity. Only nominations submitted following a resolution of council will be considered.

The Call for Nominations Information Sheet is attached for members' information. It provides further information about the role and a selection criteria to be addressed by the nominee.

Refer Attachment 2

The nominee and council are required to complete the nomination form and forward to the Nominations Coordinator by 5pm Friday 18 October 2024. A current curriculum vitae and response to the selection criteria must also be supplied by the nominee with the nomination form or forwarded separately.

Refer Attachment 3

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

Statutory compliance

Council Policy

Not applicable

Statutory Provisions

Electricity Act 1996

Written By: Executive Support Officer

A/Chief Executive Officer: Ms P Jackson

Attachment 1

The Charter

of the

Power Line Environment Committee



THE CHARTER OF THE COMMITTEE

The Charter of the Committee is to advise the Minister responsible for the *Electricity Act 1996* (the *Minister*) in relation to the preparation of programs for undergrounding work pursuant to section 58A of the *Electricity Act* and (on the Minister's behalf) to undertake such consultations, and seek such proposals and submissions, as are required to be undertaken and sought by the Minister for the purposes of that section. In addition, the Committee is responsible for monitoring the progress and costs of undergrounding work which is undertaken pursuant to such programs. The purpose of undergrounding work that is the subject of these programs is to improve the aesthetics of an area for the benefit of the general community having regard to road safety and the provisions for electrical safety pursuant to the *Electricity Act 1996*.

ESTABLISHMENT OF COMMITTEE, MEMBERSHIP AND PROCEEDINGS

1. The Committee shall comprise eight members with one member representing the interests of each of the following:
 - Department of Environment and Heritage (or its equivalent)
 - Department of Planning, Transport & Infrastructure (or its equivalent)
 - tourism
 - the Local Government Association of South Australia
 - conservation
 - the holders of licences issued under the Electricity Act which authorise the operation of transmission or distribution networks (Network Licensees), and
 - two community representatives.
2. Each member of the Committee shall be appointed by the Minister for a period of up to three years.
3. Upon the expiry of a member's term of office, the Minister may appoint the member for a further term.
4. The Minister shall appoint one of the members as Chairperson (who shall preside at each meeting of the Committee at which that person is present), and may appoint another member as Deputy Chairperson.
5. Members who are not employees of a Government department or statutory authority shall be paid fees which shall be determined by the Minister and paid by the Essential Services Commission of South Australia.
6. The Essential Services Commission of South Australia shall provide secretarial services to, and fund the operation of, the Committee (including funding the remuneration package for an executive officer of the Committee and the costs of producing the annual report referred to in clause 26).
7. A quorum at a meeting of the Committee shall consist of five members.
8. Each member present at a meeting of the Committee shall have one vote on any question arising for decision and, if the votes are equal, the member presiding at the meeting may exercise a casting vote.
9. A decision carried by a majority of the votes cast by members at a meeting of the Committee shall be a decision of the Committee.
10. The Committee shall cause accurate minutes to be kept of its proceedings.
11. Except as set out in this Charter, the Committee may determine its own procedures (including the procedures for holding meetings by teleconference).

PREPARATION OF UNDERGROUNDING PROGRAMS

12. (a) In July of each year the Committee shall, by written notice, invite proposals and submissions, on behalf of the Minister, from Councils, bodies responsible for the care, control or management of roads, Network Licensees, and such other persons as the Minister considers appropriate for undergrounding work to be included in an undergrounding program to be prepared under section 58A of the Electricity Act for the six months commencing on 1 July after the date of publication of the notice. The notice must state that such proposals and submissions must be provided to the Committee no later than 31 August in the year in which that notice is published.

(b) In January of each year the Committee shall, by written notice, invite proposals and submissions, on behalf of the Minister, from Councils, bodies responsible for the care, control or management of roads, Network Licensees, and such other persons as the Minister considers appropriate for undergrounding work to be included in an undergrounding program to be prepared under section 58A of the Electricity Act for the six months commencing on 1 January after the date of publication of the notice. The notice must state that such proposals and submissions must be provided to the Committee no later than 28 February in the year in which that notice is published.
13. The Committee shall prepare and publish guidelines to assist Councils and others in the preparation of proposals and submissions for undergrounding work to be included in an undergrounding program as described in clause 12 and for the coordination of undergrounding work as described in clause 21. Such guidelines must be consistent with any guidelines which are issued by the Minister under clause 22.
14. Annexure 1 sets out an indicative timetable for the development of undergrounding programs for a financial year.
15. The Committee must consider all of the proposals and submissions received by it within the time period specified in the relevant notice referred to in clause 12 in relation to undergrounding work to be carried out in the relevant six month period.
16. In preparing any undergrounding program the Committee must, on behalf of the Minister, consult with Councils, bodies responsible for the care, control or management of roads, Network Licensees and such other persons as the Minister considers appropriate.
17. No later than seven months before the commencement of the six month period to which an undergrounding program is to relate, the Chairperson must provide to the Minister:
 - (a) a comprehensive summary of all proposals and submissions received by it in relation to undergrounding work to be carried out in that six month period;
 - (b) a draft program (including a schedule) for undergrounding work to be carried out in that six month period;
 - (c) details of all consultations undertaken by the Committee in relation to the preparation of that draft undergrounding program (including the matters raised by the parties consulted and the response of the Committee to those matters);

- (d) the cost of undertaking each item of undergrounding work included in that draft undergrounding program, as estimated by the Committee; and
- (e) such other information as the Minister may request.

18. (a) Undergrounding work must not be included in a draft undergrounding program provided to the Minister under clause 17 unless:

- (i) the Council of each area concerned has agreed to contribute to the cost of such work as is proposed to be carried out in its area on the basis determined by the Minister; or
- (ii) the Minister determines, in relation to that work, that the relevant Council need not contribute to the cost of the work.

Unless the Minister otherwise determines, the basis on which a Council must agree to contribute to the cost of the work proposed to be carried out in its area for that work to be eligible for inclusion in an undergrounding program is \$1 for every \$2 of the cost of the work proposed to be carried out in its area, at the expense of Network Licensees, pursuant to the program.

- (b) Without detracting from clause 18(a), undergrounding work may also be included in a draft undergrounding program provided to the Minister under clause 17 where the Minister approves of a body other than a Council (eg. the National Parks and Wildlife Service) contributing to the cost of the works.

19. After considering the draft undergrounding program provided to the Minister under clause 17 (together with the summary of all proposals and submissions, the details of all consultations undertaken in relation to it and the estimated cost of undertaking each item of undergrounding work included in it, as provided to the Minister under clause 17) and such other matters as the Minister considers appropriate or as may be submitted to the Minister (whether by the Committee, Councils, bodies responsible for the care, control or management of roads, Network Licensees or otherwise), the Minister shall approve the relevant draft undergrounding program provided to the Minister, together with such amendments as the Minister thinks fit.

20. Once an undergrounding program has been approved by the Minister, any variation to that program may only be made in accordance with the Electricity Act and with the approval of the Committee.

21. Unless the Committee otherwise determines, the proponent of any undergrounding project which is included in an undergrounding program will be responsible for coordinating the work relating to that project (including liaising between the relevant Network Licensee and any bodies the cooperation or services of which are required to facilitate that work).

22. The Minister may from time to time, and after consulting with the Committee, issue written guidelines to the Committee which specify the nature of the projects to be included in draft undergrounding programs prepared by the Committee, the priority to be given to such

projects and such other matters relating to undergrounding programs as the Minister considers appropriate.

23. Where any undergrounding work included in an undergrounding program includes work that is initiated by the Department of Planning, Transport & Infrastructure (DPTI) as part of DPTI's road reconstruction program, DPTI, the relevant Network Licensee and the relevant Council must contribute to the cost of the work proposed to be carried out in the manner specified in Annexure 2.
24. The Committee may make recommendations for the development of proposals or submissions for undergrounding work where the resultant work (for instance, tourist routes) would traverse more than one Council area and may co-ordinate that work with the Councils concerned.
25. Network Licensees which are required to carry out undergrounding work in accordance with an undergrounding program approved by the Minister must report each month to the Committee on the progress of that undergrounding work. Such reports must, if requested by the Committee, include details of the cost of that work and copies of all relevant invoices. The Committee must make a written report to the Minister if it considers any such costs to be unreasonable and must include in that report its reasons for reaching that conclusion.
26. The Committee must provide to the Minister, by 30 September each year, an annual report covering the activities of the Committee to 30 June of that year. The report must include, in respect of that year, a list of the proposals and submissions for undergrounding work considered, the undergrounding work which has been commenced and the undergrounding work which has been completed, together with details of the costs incurred in undertaking undergrounding work pursuant to undergrounding programs approved by the Minister and details of the contribution to that cost by each Council, each Network Licensee and each other body that contributed to that cost.
27. The Committee must provide to the Minister such advice in relation to matters related to the undergrounding of powerlines as the Minister may request from time to time.
28. This Charter may be amended by the Minister after consulting the Committee and the Essential Services Commission of South Australia.

ANNEXURE 1

INDICATIVE TIMETABLE FOR THE DEVELOPMENT OF UNDERGROUNDING PROGRAMS

[The following timetable relates to the development of undergrounding programs for the financial year ending 30 June 2002, this year being chosen for the purposes of an example only.]

- July 2000 – invite proposals and submissions for undergrounding work to be included in the undergrounding program for 1/7/01 to 31/12/01 (Charter, cl.12(a)).
- 31 August 2000 – receive proposals and submissions for undergrounding work to be included in the undergrounding program for 1/7/01 to 31/12/01(Charter, cl.12(a)).
- mid November 2000 – Minister advises total cost of work to be undertaken at the expense of Network Licensees and to be included in the undergrounding program for 1/7/01 to 31/12/01. This will be an estimate because the values of the consumer price index for the March 2001 quarter (CPIx), the total cost of undergrounding work for 2000/01 (TCx) and the goods and services tax payable in relation to the undergrounding work for 2000/01 (GSTx) will not be known as at that date (see Electricity (General) Regulations 2012, reg. 44(c)).
- from September 2000 to November 2000 – the Committee considers all the proposals and submissions, prepares a draft undergrounding program for 1/7/01 to 31/12/01 and consults in relation to it (Charter, cl.15-16).
- 1 December 2000 – the Committee provides to the Minister a draft undergrounding program for 1/7/01 to 31/12/01, together with copies of all the submissions and proposals, details of all consultations undertaken and the estimated cost of each item of undergrounding work (Charter, cl.17).
- 24 December 2000 – having considered the material provided to the Minister and such other matters as the Minister considers appropriate or as may otherwise be submitted to the Minister, the Minister approves the draft undergrounding program for 1/7/01 to 31/12/01 with such amendments as the Minister thinks fit (Charter, cl.19).
- 31 December 2000 – the undergrounding program for 1/7/01 to 31/12/01 is provided to the Network Licensees that are required to undertake work pursuant to it (Electricity Act 1996, s.58A(6)).
- January 2001 – invite proposals and submissions for undergrounding work to be included in the undergrounding program for 1/1/02 to 30/6/02 (Charter, cl.12(b)).
- 28 February 2001 – receive proposals and submissions for undergrounding work to be included in the undergrounding program for 1/1/02 to 30/6/02 (Charter, cl.12(b)).
- mid May 2001 – Minister advises total cost of work to be undertaken at the expense of Network Licensees and to be included in the undergrounding program for 1/1/02 to 30/6/02. The values of “CPI” and “A” for 2000/01 will be known by this time, while the values of “TC” and “GST” for 2000/01 should be able to be estimated fairly accurately because the 2000/01 undergrounding program will have only six weeks to run until completion. In determining this cost, the Minister will need to take into account that

section 58A(3) of the Electricity Act (together with reg. 8A of the Electricity (General) Regulations) requires the Minister to ensure that the total cost of the work to be carried out at the expense of the Network Licensees in each financial year (as estimated by the Minister) is not less than the amount prescribed by regulation. Accordingly, any difference between the Minister's estimate and the minimum amount referred to above (which should only result from a difference between the estimated and actual "TC" and "GST" factors) will need to be carried forward and treated as an adjustment to the analogous cost determined by the Minister (in mid November 2001) for the undergrounding program for 1/7/02 to 31/12/02.

- from March 2001 to May 2001 – the Committee considers all the proposals and submissions, prepares a draft undergrounding program for 1/1/02 to 30/6/02 and consults in relation to it (Charter, cl.15-16).
- 1 June 2001 – the Committee provides to the Minister a draft undergrounding program for 1/1/02 to 30/6/02, together with copies of all the submissions and proposals, details of all consultations undertaken and the estimated cost of each item of undergrounding work (Charter, cl.17).
- 23 June 2001 – having considered the material provided to the Minister and such other matters as the Minister considers appropriate or as may otherwise be submitted to the Minister, the Minister approves the draft undergrounding program for 1/1/02 to 30/6/02 with such amendments as the Minister thinks fit (Charter, cl.19).
- 30 June 2001 – the undergrounding program for 1/1/02 to 30/6/02 is provided to the Network Licensees that are required to undertake work pursuant to it (Electricity Act, s.58A(6)).

ANNEXURE 2

UNDERGROUNDING WORK INITIATED BY THE DEPARTMENT OF PLANNING, TRANSPORT AND INFRASTRUCTURE (DPTI)

When undergrounding work is initiated by DPTI as part of DPTI's road reconstruction program, costs will be shared on the basis of:

CONTRIBUTIONS OF DPTI

- Cost of relocation of mains
- Full cost of trenching and reinstatement, including costs of coordination, less 2/3 of trenching costs

CONTRIBUTIONS OF NETWORK LICENSEE

- 2/3 of (undergrounding costs of the Network Licensee less DPTI's contribution for the relocation of mains)
- 2/3 of cost of registration of easements
- 2/3 of cost of customer service alterations
- 2/3 of trenching costs

CONTRIBUTIONS OF COUNCIL

- 1/3 of (undergrounding costs of the Network Licensee less DPTI contribution for the relocation of mains)
- 1/3 of cost of registration of easements
- 1/3 of cost of customer service alterations

The Network Licensee and the Council will share the remaining costs on a 2:1 basis.

Attachment 2

Power Line Environment Committee (PLEC) — Call for Nominations

Governing Statute	Working group
Purpose/Objective	Assisting the Minister responsible for the Electricity Act 1996 in assessing and recommending the undergrounding of overhead power lines.
Administrative Details	<insert from Outside Bodies Database – e.g. meeting frequency, remuneration, length of appointment (as relevant)>
Selection Criteria (to be addressed by applicant)	<ul style="list-style-type: none"> • Local government knowledge and experience • Knowledge and experience of the Electricity Act and Local Government impacts • Knowledge of the PLEC Program and infrastructure related projects would be an advantage. • Ability to advocate and represent the interest of Local Government.
Liability and indemnity cover	<i>The LGA requires that persons appointed to Outside Bodies be appropriately insured throughout the period of their appointment and seeks to collect details of the insurances provided by the Outside Body on an annual basis.</i>

For more information contact: LGA Nominations Coordinator at nominationscoordinator@lga.sa.gov.au or 8224 2000

Attachment 3

Power Line Environment Committee (PLEC) — Nomination Form

Instructions

This form:

- Must be submitted by a council
- Must be emailed in PDF format to nominationscoordinator@lga.sa.gov.au
- Receipt of nomination will be acknowledged by return email
- CV and response to selection criteria (if applicable) may be emailed separately by the nominee and will be treated confidentially

This nomination form fulfils the requirements of the LGAs Appointments and Nominations to Outside Bodies Policy, [available here](#).

SECTION 1 to be completed by Council, SECTION 2 to be completed by Nominee.

Please refer to the **Call for Nominations** information sheet (PART A) for details of the Outside Body and the selection criteria to be met by the nominee.

SECTION 1: COUNCIL to complete

Power Line Environment Committee		
Council Details		
Name of Council submitting the nomination		
Contact details of council officer submitting this form	Name:	
	Position:	
	Email:	
	Phone:	
Council meeting date and minute reference		
Nominee Full Name		
elected member <input type="checkbox"/> OR employee of council <input type="checkbox"/> OR employee of local government entity <input type="checkbox"/>		
<i>Note: by submitting this nomination council is recommending the nominee is suitable for the role.</i>		

SECTION 2: NOMINEE to complete

Power Line Environment Committee

Nominee Details

* Denotes a Mandatory Field. The information in this form is provided by the LGA to the relevant Minister/State Government Authority for the purposes of actioning an appointment to an outside body. Successful Nominees may be contacted directly by the relevant body using the information provided in this form.

First Name:*		Gender	
Middle Name:*			
Surname:*			
Home / Personal Postal Address:*			
Phone:		Mobile:	
Personal Email:			
Why are you interested in this role?			
CV	attached <input type="checkbox"/> OR forwarding separately <input type="checkbox"/>		
Response to selection criteria (if applicable) <i>Please refer to the Call for Nominations information sheet for the selection criteria to be addressed.</i>	<i>Nominee to provide response to selection criteria (of no more than 2 pages) for consideration by the LGA Board of Directors.</i> attached <input type="checkbox"/> OR forwarding separately <input type="checkbox"/>		
Do you agree for your details to be retained on the LGA Nominees Database for a period of 12 months in order to be considered for other vacancies on Outside Bodies? Yes <input type="checkbox"/> OR No <input type="checkbox"/> If Yes, please list any fields of interest or Outside Bodies of interest: • • •			
Undertaking: <i>The LGA Board resolved in January 2015 to ensure that appointees to external Boards and Committees remain current local government members or officers. If you leave local government for any reason during the term of your appointment, are you prepared to resign your appointment if requested to do so by the LGA?</i> Yes <input type="checkbox"/> No <input type="checkbox"/> Signature of Nominee: _____			