

## **Leasing and Licensing of Community Facilities**

### **Purpose**

The purpose of this Policy is to establish a clear framework for assessing applications to lease or licence Community Land. It outlines the criteria for evaluating and awarding leases and licences, including renewals, and provides guidance on the terms under which such agreements will be granted.

## Policy Statement

### 1. Introduction

- 1.1 Councils have a role in improving the quality of life of the community, providing community and cultural services and facilities and ensuring equitable access to these.
- 1.2 The City of Burnside provides public spaces to meet the current and future needs of our community and provide for vibrant, current and inspirational opportunities, encouraging participation.
- 1.3 This Policy provides guidance for consideration of applications to lease or licence Community Land, and the terms by which such leases and licences will be granted. Additionally, it identifies the basic criteria used to assess and award a lease or licence, or renewal of a lease or licence.

### 2. Our Approach

- 2.1 Create and facilitate access to diverse and appropriate leisure, recreation and sporting facilities and programs that are safe for people of all ages and abilities.
- 2.2 Social, economic and environmental infrastructure that meets the needs of the community.
- 2.3 Council infrastructure and assets provided to the required level of service and condition to meet the needs of the community now and into the future.
- 2.4 Provision of Council facilities on a fair and equitable basis, ensuring that financial sustainability is maintained for both Council and its community tenants while delivering broader positive outcomes.
- 2.5 Council's leased and licensed built and natural heritage assets are responsibly maintained and conserved by tenants in accordance with appropriate terms and conditions.

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- 2.6 Tenants are expected to enhance the environmental sustainability of leased and licensed facilities by minimising waste, preventing contamination, reducing energy and water usage, and adopting sustainable procurement practices.
- 2.7 Library, swimming centre and community centres as a resource to meet local needs and enliven activity, supporting all age groups.
- 2.8 Share and celebrate cultural and social diversity through local events, programs and projects.
- 2.9 Encourage residents to participate in artistic, creative and lifelong learning pursuits.

### 3. Legislative Requirements and Corporate Policy Context

- 3.1 The power to grant a lease or licence over Community Land is a power of Council. Council may delegate its power or functions under section 44 of the *Local Government Act 1999* (the LG Act) including to the Chief Executive Officer. Section 44(4) of the LG Act provides that a delegation to the CEO authorises sub-delegation unless Council directs otherwise.
- 3.2 Section 202 of the LG Act makes provision for the grant of lease or licence over Community Land including land that is, or forms part of, a park or reserve. In addition, section 202 places restrictions on Council's power to grant lease and licences over Community Land. These restrictions include that leases and licences may only be granted for a maximum term of 42 years (including renewals).
- 3.3 The LG Act requires that Council have Community Land Management Plans (CLMP) over any land that is defined as Community Land and includes sporting and recreational facilities and their surrounds. In particular, section 196 (1b) of the LG Act requires any Community Land that is or is to be occupied under a lease or licence to be the subject of a CLMP. Prior to the grant of a lease or licence Council should ensure that a CLMP has been adopted in respect of the land. The Community Land must be managed in accordance with the applicable management plan (section 199) and leases and licence must be consistent with the relevant management plan (section 202(6)).
- 3.4 There are a number of factors that dictate whether the *Retail and Commercial Leases Act 1995* (RCL Act) applies to a lease from Council. At its most basic, the RCL Act will apply if the lease is a retail shop lease as defined in the RCL Act. If this is established, then the exceptions to the application of the RCL Act may need to be considered.

3.5 Council's Procurement Policy provides for methods and processes which will be undertaken to advertise, assess and offer all commercial leases and outsourced services associated with leasing such as lease management, legal review, maintenance tasks and inspection of premises.

### 4. Policy

- 4.1 This Policy addresses Council decision making and risk management in relation to the granting of leases and licences for Community Open Space and Community Facilities.
- 4.2 Council will make land, venues and facilities available to groups, organisations or residents on a fair and equitable basis to meet community needs.
- 4.3 Council will aim to assist and support Community Organisations to actively encourage and promote local participation in both senior and junior categories, where appropriate.
- 4.4 Community Organisations with a majority membership of City of Burnside residents will be prioritised by the Council over clubs from other Council areas.
- 4.5 High level utilisation of Community Facilities and Community Open Space is actively encouraged.
- 4.6 A consistent issue through Local Government is the increasing maintenance cost of its assets. Leases and licences provide an important tool for Council to manage this expense where appropriate.

### 5. Licences

- 5.1 Non-exclusive licences are granted over Community Open Space as well as Community Facilities with multiple users.
- 5.2 In general, Council will not grant a year-round licence to a Community Organisation over Community Open Space for seasonal access.
- 5.3 The fee structure for licensing attracts a higher initial fee than a lease. These fees are determined in accordance with anticipated use of the Community Facility and/or Community Open Space by each tenant.
- 5.4 Licences are provided where:
  - Exclusive use of a facility is not required.
  - The intended use is consistent with any relevant CLMPs and/or reserve Master Plans; and

- The intended use is deemed appropriate by the Authorised Officer for the Community Facility or Community Open Space.
- 5.5 Shared facilities may be made available at the discretion of the Authorised Officer. In these cases, a Community Organisation will be required to:
  - Enter into a formal licence agreement for a standard period of five years except where Council has approved a longer term; and
  - Meet all costs representing their share of maintenance and outgoings relating to the Community Facility and/or Community Open Space.

### 6. Leasing

- 6.1 The following criteria must be met to the satisfaction of the Authorised Officer:
  - The Community Organisation is an incorporated body.
  - The Community Organisation has a structured committee that holds regular meetings and represents the users and local community.
  - The Community Organisation has prepared a business and viable financial plan for a period of three years from the present date.
  - The intended use is in accordance with the CLMP, Council's Strategic Plan and any relevant Council strategies as well as suiting the Community Facility and the community.
  - The Community Organisation can demonstrate capacity to manage the Community Facility in accordance with the lease agreement and in an environmentally sustainable manner (as set out in the Environmental Sustainability Community KPI).
  - The Community Organisation will provide an annual report to Council.
- 6.2 The following conditions apply to leasing a Community Facility that is to be exclusively occupied by a Community Organisation:A standard lease period of five years applies for all agreements except where Council has approved a longer term.
  - In cases where Council has determined that a lease fee other than Cost Recovery Rent is to apply, the lease fee is to be indexed by the Consumer Price Index on an annual basis.

- Where the tenant bears the full cost of maintenance and utilities, facilities may be leased at a Cost Recovery Rent. Market value rent will apply where Council is responsible for maintenance and utilities under the lease.
- Council has no absolute responsibility to provide a Community Facility for a Community Organisation.
- The tenant has full responsibility to repair and maintain the Community Facility in accordance with the lease agreement.
- A tenant may apply to Council for financial assistance with presentation of a business case which will be considered by Council during the annual budget process.
- The tenant may initiate capital works at its cost provided approval is granted from Council including any necessary building and planning approvals.
- Where the RCL Act applies to a lease, Council is restricted from
  passing on responsibility for capital contributions to the tenant. In
  these circumstances, this is the responsibility of Council and will
  be clearly articulated in the lease agreement.
- Leases are to be offered in compliance with the Community Land provisions of the LG Act.
- 6.3 Where exclusive use of a Community Facility has been granted to a Community Organisation, they will be required to:
  - Enter into a formal lease agreement with Council;
  - Meet all costs associated with outgoings related to the building (eg water rates, water and electricity use, insurance costs, other taxes and charges, etc); Should the RCL Act apply to the lease, land tax payments cannot be passed onto the tenant;
  - Undertake building maintenance as specified in the lease; and
  - Pay to Council a lease fee as determined by this Policy and set out in the lease.
- 6.4 Community Facilities under lease are not able to be sub-let by the primary tenant; however, the tenant may offer ad-hoc hire in accordance with their lease agreement.

6.5 National Police Checks will be required where the lessee may be considered to be perceived as an agent of Council and is in contact with vulnerable people.

### 7. Liquor Licences

- 7.1 Licence applications under the *Liquor Licensing Act 1997* are made through Consumer and Business Services (CBS). As Landlord, the Authorised Officer of Council or their delegate provide support to the application in the first instance, and then the application may be assessed by the relevant delegate of Council in collaboration with the CBS.
- 7.2 Support will not necessarily be granted for alcohol service, however, when support is granted, it is suggested that it be offered during the following times:

Monday - Thursday 12.00 noon to 11.00 pm
Friday and Saturday 11.00 am to 12.00 midnight
Sunday 12.00 noon to 9.00 pm
Public Holidays 10.00 am to 11.00 pm

7.3 Each application for a liquor licence or variation of hours is to be considered on its merits by the Authorised Officer, considering the proposed activity, locality, membership and total hours.

### 8. Delegated Authority for Authorising Lease and Licence Agreements

- 8.1 Council delegates approval for granting and signing lease and licence agreements to the Chief Executive Officer within the guidelines specified in Appendix A of this Policy.
- 8.2 Where an existing tenant wishes to maintain current conditions, terms and occupation area in accordance with the existing arrangements, Council Administration will:
  - Assess the application against the criteria set out in Appendix A;
     and
  - Where the application conforms, prepare a report for the Chief Executive Officer to consider recommending execution of the lease and/or licence; or
  - Where either the applicant or the lease does not conform with the criteria set out in Appendix A, bring a report to Council with recommendations for conditions under which a lease will be considered, before undertaking public consultation (if appropriate).

8.3 The criteria set out in Appendix A will be used to assess whether the renewal requires public consultation and/or Council endorsement.

### 9. Leases and Licences where Council Endorsement is required

- 9.1 Endorsement is in accordance with Appendix A within this Policy.
- 9.2 New tenants, new occupation areas, change of facility use and leases with new or altered special conditions attached will be referred to Council for consideration. This will involve a report to Council recommending terms of endorsement, suggested alternatives, issues for consideration and whether public consultation is required.
- 9.3 A tenant changing its name, constitution and/or purpose will be considered as a new tenant and Council endorsement is necessary.
- 9.4 For the purposes of this Policy, non-material changes to modernise a Community Organisation's constitution or purpose (ie for governance purposes) will generally be excluded from the operation of paragraph 11.3, provided the level of service to City of Burnside residents is to be maintained.
- 9.5 Licences cannot be registered because they confer contractual rights to use land only, they do not confer an interest or estate in land.
- 9.6 The requirement to undertake public consultation regarding the alienation of Community Land by leases and licences is contained in Section 202 of the LG Act. Public consultation prior to the grant of a lease or licence over Community Land is required in all cases except where the lease or licence is for a term of five years or less and the grant of the lease or licence is authorised in an approved CLMP.

### 10. Cost Recovery Rent for Lease of Community Facilities

- 10.1 Where a Community Facility is to be used by a Community Organisation that will deliver a community service to City of Burnside residents, such as sporting and social opportunities, an annual rent being an estimated cost to Council for managing the lease (Cost Recovery Rent) will be applied.
  - The annual rent will be apportioned according to the area of the open space and the area of the building being leased for each facility, as a proportion of the estimated total cost of managing the leasing portfolio.
  - For the purpose of calculating the annual rent for each facility as described in clause 10.1.1, a weighting will be used for calculation as follows:

Building 67% of the total estimated cost,

apportioned to each facility

Open Space 33% of the total estimated cost,

apportioned to each facility

 This Cost Recovery Rent will be applicable to clubs who meet the following Community KPIs throughout the duration of their lease term:

- Facility maintenance standards
  - Community organisations comply with tenancy inspection requirements, including providing access and adhering to inspection timeframes.
  - Compliance with undertaking maintenance works identified during a tenancy inspection, within a reasonable timeframe.
- Good governance -
  - Community organisations provide annual compliance documents, such as financial statements, certificates of insurance, Annual General Meeting minutes, and constitutions, promptly upon request.
- Financial sustainability -
  - Community organisations demonstrate financial sustainability by submitting annual financial statements.
- Community participation -
  - Community organisations actively encourage membership and participation from City of Burnside residents.
- Environmental sustainability -
  - Community Organisations demonstrate efforts to enhance the environmental sustainability of the Community Facility and Open Space by minimising waste, avoiding contamination, reducing energy and water wastage, and adopting sustainable procurement practices.
- Alignment with Burnside 2030 Strategic Community Plan.

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- Activities and facility use by Community Organisations align with the goals and vision outlined in the Burnside 2030 Strategic Community Plan.
- 10.2 Where a Cost Recovery Rent is offered, the tenant is expected to maintain the facility as directed by the standard agreement and to contribute to a sinking fund for any major items of repair or maintenance and the capital upgrade of community facilities, where appropriate.
- 10.3 Rent payments received from community tenants will be directed to a dedicated sinking fund managed by Council. These funds along with any earned interest will be reinvested in the relevant facility, supporting future renewal or upgrade works that benefit both the tenant club and the broader community. This approach ensures that rental contributions are transparently allocated to maintaining and enhancing the community assets from which tenants derive exclusive benefit, while also supporting Council's long-term asset management objectives.
- 10.4 Where a sinking fund is established and maintained by the tenant in accordance with the lease agreement, Council may consider a co-contribution where the funds are to be used to improve and/or upgrade the facility or amenities.
- 10.5 The following community organisation and service clubs are excluded from the above Cost Recovery Rent provisions. Should leases be renewed, they will continue to be offered leases on a peppercorn rent basis, in line with Council resolution C112025/14055:
  - Burnside Kindergym
  - Chapel Street Community Garden
  - Country Fire Service
  - Eastwood Community Centre
  - Girl Guides
  - Lions
  - Meals on Wheels
  - Rotary
  - Scouts

### 11. Market Rent

- 11.1 Meeting the Community KPIs gives Community Organisations access to Cost Recovery Rent.
- 11.2 Where a Community Organisation fails to meet the Community KPIs, a market rent, as determined by a licensed Valuer, will be payable.

### 12. Upgrades to Community Facilities

- 12.1 Council may consider requests from existing tenants of community facilities who have leased the facilities from Council for a minimum of 5 years, for requests for funding contributions for upgrades of community facilities, where there are clear and demonstrated benefits for the community, the upgrades assist in increasing participation in sports or community services, and the contribution is financially appropriate.
- 12.2 Requests for funding contributions made under clause 14.1:
  - Must be submitted using the "Request for a Council contribution to community facility upgrade form" (Appendix B) and must include all required information to be considered.
  - Will be considered through Council's Annual Business Plan and Budget process, with the understanding that it must be received by the end of November to be included in the following financial year's considerations.
- 12.3 Council is under no obligation to approve requests for funding contributions for upgrades of community facilities.

### 13. Commercial Leases and Licences

13.1 Council has a Procurement Policy which affects the offer and negotiation of leases of a commercial nature, in addition to the parameters set by the RCL Act. This policy does not apply to the grant and renewal of commercial leases and licences.

### 14. Private Coaching

14.1 Coaches providing services on Community Open Space, including tennis courts, under a direct financial relationship with a client, must enter into a hire arrangement direct with Council. The applicable fees will be as specified in Council's Fees and Charges Schedule, regardless of any separate arrangements with the Community Organisation.

### 15. Signage

- 15.1 Council's Signage Guidelines detail the requirements related to signage on Community Land.
- 15.2 Community Organisations may apply to Council for Landlord approval to display signs within or on their leased premises,
  - Requests for signage requests made under clause 15.2 must be submitted using the "Request for landlord approval to display signage – community facilities" (Appendix C) and must include all required information to be considered.
- 15.3 In addition to the provisions of clause 15.2, it is the responsibility of the Community Organisations to obtain Development Authorisation, if required, prior to installation.

### 16. Referral to Council

- 16.1 Leases and licences will be referred to Council for endorsement, resolution, clarification or review under the following circumstances:
  - The tenant requires the lease to be registered, at their expense, and it is necessary for the common seal of Council to be affixed to the lease to enable the lease to be registered (note this option is not available for licenses);
  - The tenant has been the subject of continued complaint or has incurred more than three breaches of lease notifications during their prior term;
  - The tenant is a new tenant;
  - The tenant is an existing tenant who seeks to change their service provision, purpose or constitution significantly away from service to City of Burnside residents;
  - The tenant is in dispute with an Authorised Officer in relation to any aspect of the lease and/or licence and the dispute cannot be resolved in any other manner;
  - Where a lease or licence is to be granted for a term of greater than five years;
  - Where a lease or licence is for a portion of an allotment and has a term exceeding six years including any renewal terms. In these circumstances the lease or licence constitutes the division of an allotment and requires approval under the *Development Act 1999*; and/or

- Where Council's strategic goals have identified alternative opportunities for the potential increase of participation rates by residents, or the Community Facility and/or Community Open Space may be better utilised to meet the needs of the community.
- 16.2 Where leases and licences for a period of longer than five years are sought, the following points must be considered before presentation of a report to Council seeking endorsement of the granting of the lease occurs:
  - Development of a building management plan by the tenant and approved by the Authorised Officer, including a condition audit and schedule of improvements above and beyond those implied by a standard five year lease.
  - A statement reflecting the necessity for a longer term lease and/or licence. This may be desired to secure significant external funding for facility upgrades.
  - The initial term would remain at five years and each subsequent renewal of five years would only be exercised after the Authorised Officer have audited the expectations and outcomes associated with the condition audit, schedule of improvements and any other criteria placed on the community organisation.
  - Whether the tenant has abided by the conditions of any prior leases.
  - Residential impact should be reviewed and monitored including public consultation if required by Section 202 of the LG Act.
- 16.3 Where leases or licences are to be granted over dedicated Crown land, the lease or licence should also be consistent with the dedication and the approval of the Minister may need to be sought for the grant.

# Other Useful Documents

### **Related Documents**

- Strategic Community Plan
- Community Land Management Plans
- Buildings Asset Management Plan
- Open Space Asset Management Plan
- Regional Public Health Plan (Better Living Better Health)
- Environmental Sustainability Strategy
- Connected Communities Strategy
- Urban Tree Strategy
- Asset Management Policy

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- Community Access Inclusion and Participation Policy
- Community Engagement (Public Consultation) Policy
- Community Land Management Plans
- Fees and Charges (Non Rates) Policy
- Fees and Charges (Non Rates) Waivers, Discounts and Subsidies Policy
- Heritage Policy
- Hire of Community Open Space and Facilities Policy
- Open Space Policy
- Parking Policy
- Procurement Policy
- Sponsorship and Donation Policy
- Volunteers Policy
- Signage Guidelines

### **Relevant Legislation**

- Disability Discrimination Act 1992 (Cth)
- Electronic Conveyancing National Law (South Australia) Act 2013
- Environment Protection Act 1993
- Food Act 2001
- Independent Commissioner Against Corruption Act 2012
- Liquor Licensing Act 1997 and Codes of Practice
- Local Government (Accountability and Governance) Amendment Act 2015
- Local Government Act 1999
- Planning, Development and Infrastructure Act 2016
- Public Health Act 2011
- Real Property Act 1886
- Retail and Commercial Leases Act 1995
- Work Health and Safety Act 2012

### Glossary

**Differentiating between a lease and licence:** The right of exclusive use is the prime consideration in determining whether an agreement is a lease or licence. An example of where a licence is appropriate is where two sporting clubs sharing a joint facility i.e. neither has exclusive use and in those circumstances a licence is the appropriate agreement. A licence provides a contractual right and does not provide the licensee with proprietary interest in the land whereas a lease does.

Throughout this document, the below terms have been used and are defined as:

**Authorised Officer**: means any person to whom power has been delegated in relation to this Policy.

**Community Organisation**: means any group, recreation group, club, sporting club, or any such organisation that is incorporated for the benefit of the community and the profits of which are retained within the organisation.

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**Community Facility**: means a building or asset, located on Community Land, primarily available to facilitate community activities in accordance with the Burnside 2030 Strategic Community Plan and any relevant Council strategies.

Community Land: means land as defined in the LG Act.

**Community Open Space**: means all Council owned or managed public open space i.e. parks, gardens, sporting fields and reserves.

Council: means the City of Burnside

**Community KPIs**: means Key Performance Indicators being targets or requirements to be met by Community Organisations

### **Administrative**

As part of Council's commitment to deliver the City of Burnside Strategic Community Plan, services to the community and the provision of transparent information, all policy documents are reviewed as per legislative requirements or when there is no such provision a risk assessment approach is taken to guide the review timeframe.

This Policy document will be reviewed every 4 years unless legislative or operational change occurs beforehand.

Adoption Date: 18 November 2025

Review Date: November 2029

### Strategic Plan Reference

Principles: Spans all Strategic Plan Principles

Theme: Spans all Strategic Plan Themes

Goals: Spans all Strategic Plan Goals

#### Priorities:

- 1.2 Facilities and programs for young people and families
- 1.3 A sense of community that is inclusive and celebrates all cultures
- 1.4 Accessibility and inclusion for people of all abilities
- 1.5 Services and shared facilities to meet community needs and wellbeing
- 2.3 Push the boundaries on waste reduction and sustainable procurement
- 2.4 Council and community emission reductions

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- 2.5 Increase community environmental initiatives and education
- 3.1 Master-planning our precincts and open spaces
- 3.3 Functional and attractive streets, spaces and neighbourhoods that are green and cooling

### **Review History**

ECM Reference:	Authorising Body:	Date/Decision ID	Description of changes
1433988	Council	12 May 2020, C12599	
1433988	Council	C112025/14055	Updates to legislation, policy, plan, and responsible officer references; inclusion of key factors such as a Cost Recovery fee model, Community KPIs, private coaching, signage guidelines, and upgrades to Community Facilities. Minor editorial and format changes have also been made consistent with the current Policy template

### Contact

For further information contact the City of Burnside:

401 Greenhill Road, Tusmore SA 5065

+61 8366 4200

burnside@burnside.sa.gov.au

## **Appendix A**

### Assessment of standardised lease and licence renewals

At a minimum, Council must consult on all proposed lease and licence grants with a term of greater than five years or are not included in an approved CLMP.

In addition to this minimum requirement, Council endorsement will be required on lease agreements that involve the following:

- The tenant is a new tenant; or
- The tenant has undertaken a change of constitution or directive purpose; or
- New or altered special conditions itemised in the second schedule of the lease/licence; or
- The term is greater than five years including renewal; or
- · A change of land use is implicated; or
- A change of method of rent assignment / review is implicated; or
- The tenant has been issued with a notice of breach or been the subject of complaints during the previous lease period that were not satisfactorily resolved.

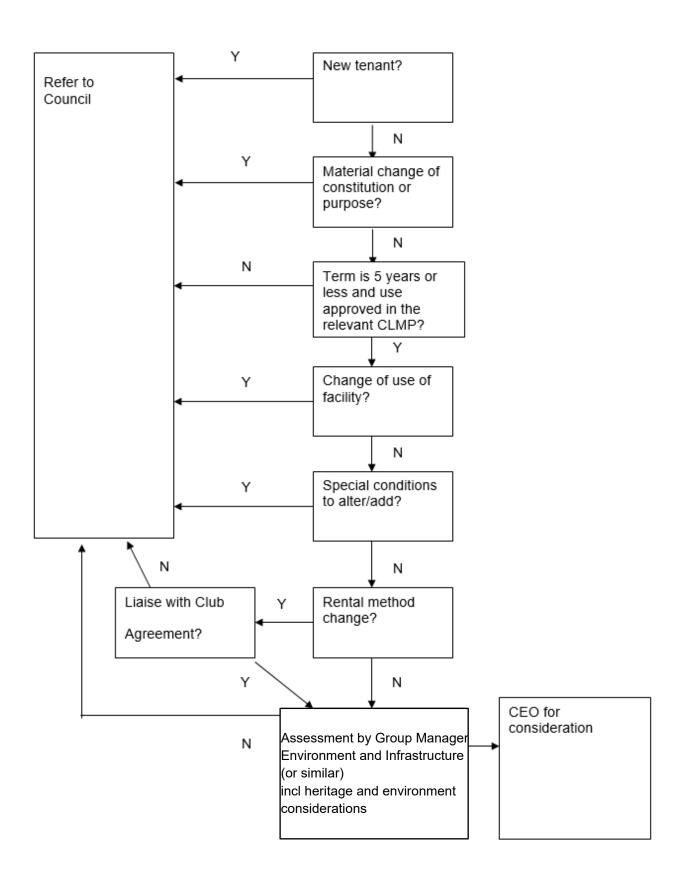
### Assessment of new lessee or licensee

For every new lease or licence which is considered by Council and/or Council Administration, the following points must always be considered and investigated:

- Has Council adopted a CLMP for the relevant land?
- Is the proposed use consistent with the CLMP and with current Council Policy?
- What will the benefit be to the local community by housing this Community Organisation in these premises?
- Does the applicant have the financial and logistical capacity to fulfil maintenance obligations as set out in the lease or licence?
- Does the applicant have a three year business plan which underscores their viability?
- Has the applicant provided sufficient details regarding their proposed use and future of the facility?
- Has the applicant provided a current National Police Certificate?
- If the lease or licence is to be granted over dedicated Crown land, the lease or licence should also
  be consistent with the dedication and the approval of the Minister will need to be sought for the
  grant. All proposed leases and licences of dedicated Crown land are also to be forwarded to
  Council for approval.

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## Flowchart for Assessment of Lease or Licence



# **Appendix B**

## Request for contribution to community facility upgrade form

Club / community group information		Office use only - compliant (Y/N)
Requesting club / community group name(s):		
Facility proposed for upgrade:		
Contact person name:		
Contact person email:		
Contact person phone number:		
Club / community group total membership (#):		
% members who are ratepayers within City of Burnside:		
% male / female members:		
Please attach information on the financ group(s), including financial statement		
Please attach information on the propo including drawings / plans	sed upgrade or build ("proposed works"),	
Please attach a cost estimate or quote estimator or builder	for the proposed works from a qualified cost	
Please attach strategy for increasing pa works, which includes clear goals, acti		
<b>Evaluation considerations</b> - please provaddress the below criteria:	de details about how the proposed works	
Please outline how the proposed works will improve functionality or service provision for the club / community group(s):		
Do the proposed works align with, or contribute to, delivery of City of Burnside or State Government strategies or objectives? If so, please provide details.		
Will the proposed works improve accessibility and inclusion? If so, please provide details.		
Please provide details of any credible publications that highlight increased demand for your sport / community service(s).		
Please provide details about how the proposed works have considered or will improve environmental outcomes:		

Are the proposed works intended to help target higher levels of participation in any under-represented groups? (i.e. women, indigenous, disability etc)		
If so, please provide details.		
Please list the club(s) / community group(s) the new/upgraded facility will cater to, and hours / week each will use the facility.		
How will the new/upgraded facility be available for community use? Please provide details on which areas, how many hours per week (including times/days) it will be available for community use.		
Is the club / community group intending to manage the proposed works, or, is the request for Council to manage the proposed works?		
Please confirm the club / community group(s) will contribute any remaining amount for the works, (which may include through state or federal government grant funding)		
City of Burnside – office use only		
Number of years the club or group has leased this facility from Council:		
leased this facility from Council:	Yes / No	
leased this facility from Council:  Current building condition (1-10):  Is the building due for replacement	Yes / No	
leased this facility from Council:  Current building condition (1-10):  Is the building due for replacement within next 10 years?  If yes, what is the current replacement cost of the building, current written down	Yes / No	
leased this facility from Council:  Current building condition (1-10):  Is the building due for replacement within next 10 years?  If yes, what is the current replacement cost of the building, current written down value, and difference between these?  Are the proposed works: New build; Partial reuse/adaption; or Full	Yes / No	
leased this facility from Council:  Current building condition (1-10):  Is the building due for replacement within next 10 years?  If yes, what is the current replacement cost of the building, current written down value, and difference between these?  Are the proposed works: New build; Partial reuse/adaption; or Full reuse/adaption?  Has Council funded a significant upgrade to this facility in the past 10	Yes / No	

I, <u>(name:)</u>	, a duly appointed delegate of (club/community group
name:) true and correct to the best of my knowledge Facilities Policy' under which this request is	, certify that the information provided in the attached form is e. I have read and understood the 'Council Contributions to Community made.
Signed:	
Date:	

# **Appendix C**

## Request for landlord approval to display signage – community facilities

Club / community group information		Office use only - compliant (Y/N)	
Club / community group name(s):			
Facility where signage is proposed:			
Contact person name:			
Contact person email:			
Contact person phone number:			
Please attach information on the proposed signage including size, materials, details of affixing, length of time to be in place and details to be displayed, including drawings / plans			
Evaluation considerations - please prov	ide details about the :		
If the signage is existing, does it have:			
<ul><li>Development Approval?</li><li>Council By-Law approval in writing?</li></ul>			
Landlord approval in writing?			
Is the signage display promoting the Club / community group or a third party?			
If the signage display is promoting a third party, is the Club / group receiving financial compensation?			
If so, please provide details including \$ amount, who, term of arrangement etc			

Will the signage be affixed to buildings or infrastructure leased or licensed to the Club / group?		
If so, please provide details if it will face into the leased or licensed facility, or outwards.		
Will the signage be visible only to the Club / group membership, or more broadly to the community?		
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Is the club / group tenancy arrangement current?	t	
Does the signage require Development Approval and / or By-Law approval?		
Will the display of signage constitute a financial arrangement between the Club / group and a third party		
Is signage facing into the leased or licenced facility, or outwards?		
Is the proposed signage offensive or likely to create clutter or a hazard?		
Is the proposed signage in keeping with the character of the locality?		
Any other notes / comments:		

Signe	d:		
-			
Date:			