

Property Leasing

Corangamite Shire

May 2024



**CORANGAMITE
SHIRE**

Council Policy



Property Leasing Policy

Introduction

The property leasing policy is designed to outline and assist the way in which Council administers the granting of leases and licences for Council controlled land and buildings.

Council owns both community and operational land and manages Crown land where Council is the delegated Committee of Management. Council will attempt to streamline the use of its land holdings for the benefit of the community and/or to maximise the amount of revenue received from its assets.

Purpose

The purpose of this policy is to establish a framework for Council arrangements when developing leases for use of Council property. This framework is intended to maximise the use of Council's community assets in a responsible manner and be consistent with the Council Plan 2021-2025:

Facilitating and supporting economic development.

Improving the health and wellbeing of our residents.

Ensuring that we maintain our strong financial position.

We listen to and engage with our community.

Council promotes best value and value for money for its ratepayers.

Scope

This policy is applicable to all Council owned and occupied land and buildings and where Council acts as Committee of Management on Crown land.

This policy does not apply to premises that are exclusively occupied by Council operated services such as pre-schools, libraries and maternal child health services.

Committees established by Council under the Local Government Act are also not considered to be occupants. These Committees operate through a delegation of duties and powers from Council or the Chief Executive Officer.

References

Local Government Act 2020
Local Government (General) Regulations 2015 and/or future regulations
Crown Land (Reserves) Act 1978
Leasing Policy for Crown Land in Victoria 2023
Land Act 1958
Planning and Environment Act 1987 (Vic)
Retail Leases Act 2003
The Gender Equality Act 2020
Traditional Owner Settlement Act 2010 (Vic)
Traditional Owner Settlement Amendment Act 2016
Charter of Human Rights and Responsibilities Act (2006)

Policy Detail

1. Laws and Regulations

There are many laws and regulations that apply to the way in which Council manages its land holdings. A brief summary of the major legislation and regulations governing the granting of leases for Corangamite Shire Council is provided below.

Local Government Act 2020 Local Government (General) Regulations 2015 and/or future regulations

Local Government legislation defines how Council may enter into lease agreements. The main provisions with regards to the leasing of land are defined under Section 115 of the Local government Act 2020. The Acts and regulations outline the parameters of the power Council has to enter into a lease.

The regulations provide a more detailed definition of how Council may enter into lease agreements.

Crown Land (Reserves) Act 1978

The leasing provisions in the Crown Land (Reserves) Act 1978 are used to authorise a wide range of leases for commercial and non-commercial purposes on reserved Crown land.

Agreements involving Crown land where Council is Committee of Management must be prepared in accordance with the guidelines provided by Department of Energy, Environment and Climate Action (DEECA). All leases situated on Crown land will use the standard lease agreement as prescribed by DEECA. Initial consent is required by DEECA through a 'Grant and Purpose' request by Council, outlining the proposed terms and conditions of the lease.

Once initial approval is given by DEECA, and the documents have been compiled, signing of the agreement can occur by Council, the tenant and then final approval is given by DEECA under the Crown Land (Reserves) Act 1978 by the Minister or their delegate.

Leasing Policy for Crown Land in Victoria 2023

The objective of this policy is to provide a framework for the leasing of Crown land by formalising 'Crown Land Leasing Principles' at a State-wide level.

Land Act 1958

The Land Act 1958 involves the sale, grant and occupation of unreserved Crown land, Crown water frontages and government roads in Victoria.

Planning and Environment Act 1987 (Vic)

The Planning and Environment Act 1987 applies to both Crown land and freehold land. This Act outlines the planning use, development and protection of land in Victoria. Occupants need to comply with the Corangamite Shire Planning Scheme and obtain any required planning permits associated with the use and development of leased premises.

Retail Leases Act 2003

The Retail Leases Act 2003 governs the way in which retail and commercial premises are leased and will apply to some Council leases.

Traditional Owner Settlement Act 2010 (Vic) and Traditional Owner Settlement Amendment Act 2016

Council will administer its agreements in accordance with the Traditional Owner Settlement Act 2010 (Vic) and the Traditional Owner Settlement Amendment Act 2016 where relevant.

2. Types of Tenure

The Corangamite Shire Council has three main forms of tenure which are used to grant the use of Council land holdings. They are as follows:

Lease

A lease is a contract by which the landlord (owner) grants exclusive use and possession of land to an occupant (lessee), in consideration for a payment (rent) for a specified term and purpose.

Licence

A licence is an agreement that generally allows the non-exclusive use of land for a fixed term to an occupant.

Occupancy Agreement

An occupancy agreement is an agreement that is not a residential tenancy agreement and is not subject to residential tenancies legislation. It will generally apply for an occupancy that occurs for a portion of the year, such as the hire of a venue.

Fees for casual hire will be charged in accordance with the fees and charges set out in Council's Annual Budgeted fees and charges schedule.

3. Rental and Operating Cost

There are seven categories based on the extent to which tenants may meet the criteria. Council will make an assessment against this criteria' and the eligibility for rental and operating cost subsidy annually.

Council reserves the right to amend the rental if a tenant gains liquor or gaming licences, or gains access to any similar commercial means of income generation during the life of an agreement.

Council will negotiate rental and operating cost subsidy with eligible tenants after consideration of various factors, including but not limited to the following;

- Consistency with Council objectives, core business and Council Plan
- Location of the property/ building and its commercial nature
- Use of volunteers
- Service and program fees
- Access by Corangamite Shire residents
- Extent of external funding
- History and track record as a Council tenant
- Community benefit
- Service to the community

Council reserves the right to enter into an agreement and negotiate the terms and conditions, maintenance obligations, annual rent and operating subsidy on a case by case basis and consideration will be given to people with disabilities, or from different cultural identities, age, gender identities, sexual orientation or religion in accordance with the Gender Impact Assessment.

Application of Rental Subsidy

Consideration will be given to the assessment and calculation of appropriate rental subsidy for those tenants of Council owned or controlled land and buildings whose operations is considered to be Community Service (Category B), Other (Category C) or Commercial/ Private (Category D), and where there is deemed to be a net community benefit. In determining if a further subsidised rental applies refer to the matrix in Document ID 1016612.

The following is provided as an indicative guide to the development of annual rent and operating costs.

Category	Annual Rent & Operating Costs	Eligibility
A: Community Groups This type of rental group will include recreation community groups that provide for the community and are	<ul style="list-style-type: none"> · Council to provide for municipal rates and charges and ensure compliance with essential safety measures. · The fire services property levy will be passed on to the tenant. 	<ul style="list-style-type: none"> · Use approved by Council and provides significant community benefit and has limited revenue-raising ability (net of cost of service) e.g. service groups. · Where the tenant has other substantial income sources raised

<p>readily available to Corangamite Shire Council residents. E.g. sports clubs</p>	<ul style="list-style-type: none"> · Subsidised rental \$104 (GST exc) per annum with a 3% annual increase. Annual budgeted fee adjustments will be applicable and will be in accordance with Council's Budgeted Fees and Charges Schedule. · Terms and conditions of use and preventative maintenance will be negotiated with the tenant on a case by case basis. Tenant to provide some maintenance. 	<p>through fees and charges, recurrent operational grants and funding, or via fundraising the tenant will be assessed at the next rental level.</p>
<p>B: Community Service Organisations in this category will provide a core service to the local community. The group will be reliant on funding and do not have the capacity to generate a significant amount of income. They will not engage in any type of commercial activity. E.g. kindergarten, senior citizens, community house</p>	<ul style="list-style-type: none"> · Rent negotiated based on size, community benefit, terms of use, level of maintenance capacity. · Tenant to be responsible for all municipal rates and charges and utilities. · Council to ensure compliance with essential safety measures. Terms and conditions of use and preventative maintenance will be negotiated with the tenant on a case by case basis. The fire services property levy will be passed on to the tenant. · Subsidised rental amount minimum \$104 (GST exc) per annum with a 3% annual increase to maximum \$1275 / 0.05% of property value (CIV) / \$10 / sqm floor space. Annual budgeted fee adjustments will be applicable and will be in accordance with Council's Budgeted Fees and Charges Schedule. 	<p>Use approved by Council and has revenue raising capacity or receives external funding assistance, e.g. Receives some State Government funding</p>

<p>C: Other This type of rental group falls on to commercial/ private tendencies but assessments will be made in comparison with Category B: Community Services and the level of funding the group receives and the capacity to generate a significant amount of income.</p>	<ul style="list-style-type: none"> · A commercial rental is based on a market valuation undertaken by the Valuer General or a registered valuer. · All costs incurred by Council will be passed on to the tenant, with the exception of essential safety measures compliance. · Maintenance to be negotiated within the agreement. · Terms and conditions of use and maintenance to be negotiated with the tenant on a case by case basis. 	<p>Use approved by Council and provides services that are not targeted to the Corangamite Shire Council community or part of operations includes commercial activities Has revenue raising capacity or receives external funding assistance, e.g. Receives some State Government funding.</p>
<p>D: Commercial/Private Commercial leases are leases where the lessee; - Operates a business or undertakes commercial activity, - Obtains income from the lease and/or there is private gain from the use of the premises. - Residential, Retail tenants and Family Day Care (FDC) Educators also apply to this category.</p>	<ul style="list-style-type: none"> · A commercial rental is based on a market valuation undertaken by the Valuer General or a registered valuer. · All costs incurred by Council will be passed on to the tenant, with the exception of essential safety measures compliance. · Maintenance to be negotiated within the agreement. · In the case of a FDC Educator, the rental will be \$70 per week. 	<p>Use approved by Council and provides services that are not targeted to the Corangamite Shire Council community or part of operations includes commercial activities.</p>
<p>E: Crown Land All agreements on Crown Land are subject to the Crown Land (Reserves) Act 1978.</p>	<p>Department of Energy, Environment and climate change nominal amount \$104 per annum (GST exc) with a 3% annual increase or full market rent.</p>	<p>Agreements involving Crown land where Council is Committee of Management.</p>

<p>F. Occupancy Agreement This occurs where a venue is hired from Council</p>	<p>Set in accordance with Council’s annual fees and charges</p>	<p>Use approved by Council or regular users where Council is manager</p>
<p>G. Grazing Other than those permits issued through Local Laws.</p>	<p>A commercial rental is based on a market valuation undertaken by the Valuer General or a registered valuer. <ul style="list-style-type: none"> · All costs incurred by Council will be passed on to the tenant. - Maintenance to be negotiated within the agreement. · The fire services property levy will be passed on to the tenant. </p>	<p>Use approved by Council and provides services that are not targeted to the Corangamite Shire Council community or part of operations includes commercial/ private activities.</p>

Table 1: Rental and Operating Cost Subsidy Categories

4. Maintenance Responsibilities

Each tenant is required to maintain the facility in accordance with a maintenance schedule attached to the agreement, using the services of registered and qualified tradespeople to undertake works that require a ‘Certificate of Compliance’. Schedules will specify responsibilities of Council and tenant including responsibility for maintaining the structure including the building shell; fit out including fixtures and fittings; and grounds including ground surface. All tenants signing leases following commencement of this policy will be required to contribute towards maintenance of their facility. Generally, this will include responsibility to fully maintain elements related to the function of the facility, such as playgrounds, specialist equipment, tennis courts and the like. The level of maintenance responsibility outlined in the relevant schedule will be determined by the function of the facility, the degree of community benefit, and the tenant’s ability to generate revenue. In broad terms maintenance responsibilities are as outlined below in table 2 which should be seen as a general guide only. Specific responsibilities will be negotiated with each tenant taking into account the nature, age and condition of the facility and included in a schedule to that tenant's lease.

Maintenance Definitions

1. **Maintain:** Clean, keep in good condition and perform incidental maintenance not requiring a skilled tradesperson
2. **Repair:** Keep in good condition in accordance with Australian Standards. Ensure useful life of the asset is met in accordance with Council’s Asset Management Plan for Buildings and Other Structures.
3. **Replace:** Replace at end of useful life. Replace if broken or damaged beyond repair.
4. **Full Maintenance:** Clean, maintain, repair, replace. **Undertake:** carry out specified activity.
5. **NA:** No maintenance

Guide to Maintenance Responsibility

Council will assess its maintenance responsibility in line with the terms and conditions agreed to with the tenant, the rental category they fall within and those buildings and/ or structures which are Council assets (Council owned). Council reserves the right to schedule maintenance or replacement of items in accordance with budget considerations.

Category	Building Component	Tenant Responsibility	Council Responsibility
A: Community Groups	All elements	Maintain	Repair
B: Community Service	Building Shell	Maintain	Repair & Replace
	Fixtures / Fittings (toilet pans, taps, door furniture)	Maintain	Replace
	Interior Surfaces (painting, carpet, tiling)	Maintain	Replace
	Building Services (water supply, gas, sewerage, electrical)	Maintain	Replace
	Essential services		Full maintenance
	Routine services (gutter cleans,)		Full maintenance
	Grounds (landscape features, external furniture)	Maintain	Replace
	Trees		Full maintenance
	Specialist ground surface and equipment	Full maintenance	

C: Other & D: Commercial/Private	Building Shell	Maintain	Repair & Replace
	Fixtures / Fittings (toilet pans, taps, door furniture)	Full maintenance	
	Interior Surfaces (painting, carpet, tiling)	Full maintenance	
	Building services (water supply, gas, sewerage, electrical)	Maintain	Replace
	Essential services		Full maintenance
	Routine services (gutter cleans,)	Full maintenance	
	Grounds (landscape features, external furniture)	Full maintenance	
	Trees	Maintain	Replace
	Specialist ground surface and equipment	Full maintenance	
E: Crown Land	As per Category B, C or D depending on type of use		
F. Occupancy Agreement			Full maintenance
G. Grazing	Trees	Maintain	Replace
	Fences & gates	Full Maintenance	
	Grounds (landscape features, external furniture)	Full maintenance	
	Existing infrastructure e.g. Troughs, culverts, access roads and entrances	Maintain	Replace
	New infrastructure / improvements	Full Maintenance	

Table 2: Maintenance Responsibilities

5. Renewal and End of Lease Arrangements

In order to ensure that agreements are signed by Council and the lessee on or before the day that the agreement comes into effect and the agreement is held by Council, Council must ensure the timely renewal of agreements.

It is imperative to start the renewal process between 3 to 6 months before the end of the current lease to ensure the best outcome for Council is achieved.

End of Lease

Where the agreement has no option to renew and the lease term is set to end, Council needs to commence negotiations with the tenant to ascertain whether both parties are interested in continuing the arrangement. Should both be willing to enter into a new lease, the lease terms can be negotiated without reference to the current lease, although it is likely that the current lease would be the starting point for negotiations. After seeking a current market rental valuation for the premises, Council should negotiate all of the essential terms of the agreement no less than 6 months before the end of the current lease for commercial arrangements and 3 months before the end of the current lease for all other arrangements. A Tenancy Condition Report will be prepared by Council at the end of each lease.

Lease Renewal

Where the lease contains an option to renew, the option must be exercised strictly in accordance with the lease and the related laws and regulations governing the agencies.

In most cases, the lease terms state to exercise the option:

- There must be no breach of any lease term
- Notice is given to Council between 3 and 6 months before the end of the lease – notice given before or after the time period may not be a valid notice
- Where the option is exercised, the same lease terms apply for the new lease, subject to the rent being adjusted

A Tenancy Condition Report will be prepared by Council at the beginning of the tenancy.

6. Terms and Conditions

The terms and conditions of all Council tenure will be accessed on the nature of the agreement. Additional provisions will be included when necessary to meet specific requirements of Council or the other party involved. The following general terms and conditions should be included when developing an agreement.

Terms

The terms of the agreement will be assessed on a case by case basis depending on different factors including the occupant, use of the premises and community benefits. However, it shall be noted that all land identified under the *Crown Land (Reserves) Act 1978* must not be leased for more than 10 years (including further terms) unless the Ministers approval has been given. In accordance with the *Local Government Act 2020* Council may not enter into a lease that exceeds 50 years.

Use of Premises

The use of the premises should be that of the permitted use of the premises only. Any changes will be subject to Council assessment. The premises should not be used for illegal purposes and Council's written consent is needed before any alterations or additions to the premises are made.

Optimum Use of Facilities

Council's goal is to ensure the greatest community benefit and value can be provided by the utilisation of Council's facilities. This is done by encouraging multi use of facilities and tailoring the services provided by tenants to best suit the community.

Rates, Taxes Charges and Outgoings

All rates, taxes, charges, levies and outgoings involved with the establishment, duration and termination of the tenure will reflect Table 1: Rental and Operating Cost Subsidy Categories. This may include municipal rates, service charges and the fire services property levy.

All land is rateable except the following, as summarised, in accordance with the Local Government Act 2020:

- a) Unoccupied land which is owned by the Crown, Council, public statutory body or trustees appointed under the Act
- b) Land used exclusively for public or municipal purposes
- c) Land used exclusively for charitable purposes
- d) Land which is held in trust for any religious body, which is used as a residence for a Minister or as education and training of persons to be Ministers of religion
- e) Land used for mining purposes
- f) Land held in trust and used exclusively by an RSL, Air Force Association or by the Australian Legion of Ex-Servicemen and Women.

All cultural and recreation lands shall be exempt from the payment of municipal rates, except where:

- The land is subject to a grazing lease, in which case it will attract the general rate or farm rate if applicable
- The land is used for housing gaming machines, in which case the portion of the premises used for housing gaming machines shall attract the commercial rates, and the balance of the property shall be exempt from the payment of municipal rates
- The land is used as a horse racing venue, in which case the property shall attract the cultural and recreational lands rate.

Transfer of Lease

In the instance whereby a current lease agreement is transferred to another party, Council reserves the right to charge a fee.

Landlord's Installations

A list of all Council installations on the premises or those installed by Council after the commencement of the lease must be noted on the agreement.

Occupant's Installations

A list of all occupant installations installed by the occupant after the commencement of the lease must be noted on the agreement.

Subletting

The occupant must not transfer the lease or sublet the premises without the written consent of Council.

Advertising

Permission must be obtained from Council when seeking sponsorship and conform to all Council policies when erecting commercial advertising or signage.

Accessible Toilets

Accessible toilets in the building are not to be used for storage purposes.

Emergency Procedures

All occupants are requested to have in place and maintain current emergency and evacuation plans and procedures.

Smoking

Smoking in any form is strictly prohibited in all Council owned and managed buildings.

Security

The occupant must inform Council immediately of any key that may be lost. Cost for the replacement of keys will be borne by the occupant.

Test and Tag

The occupant must ensure that any equipment which is supplied and used by the occupant is checked regularly to ensure it is safe to use and is compliant with the Australian Standards, including the test and tag of electrical equipment. Any faults caused to Council's equipment or property will be the responsibility of the occupant. Council can organise the test and tag of equipment if required, however this service will be at the occupant expense.

Essential Safety Measures

In accordance with Council's Essential Safety Measures policy Council will ensure that essential safety standards in Council owned and occupied buildings is maintained and complies with the appropriate regulation, legislation or Australian Standard.

Water and Energy

Tenants are encouraged to minimise water and energy usage.

Consumption of Liquor

No alcoholic beverage shall be sold at any time without the appropriate permit or licence.

Rent

The rental fee for all agreements will be determined by the nature of the lease, whether it is of a not for profit, community, commercial or private nature and in accordance with the classification of rental category. The costs associated with the valuing of the property will be the responsibility of the occupant.

Fees and Charges

All fees and charges will be reviewed each year in accordance with the budget process.

Rent Review

The rent will be reviewed at the end of the term of the agreement at other intervals if nominated. Generally, the rental amount will increase by the Consumer Price Index (CPI) each year or by obtaining a current valuation of the property, unless otherwise stated. The rent will not be reviewed on a CPI adjustment date if the effect of that review is to reduce the rent payable from the rent which was paid during the 12 period just ended. Each agreement will be assessed on an individual basis.

Insurance

All occupants are obligated to take out and keep current their own public liability insurance cover with Council noted as an interested party. A minimum cover amount of \$20 million is required or such other amount reasonably specified from time to time by Council. Council reserves the right to request a copy of the current certificate of currency each year for their records. Building insurance is covered by Council in the majority of cases. Council will not insure the contents of any leased premises, unless otherwise stated in the agreement.

Legal Costs

The tenant will pay all legal costs associated with the establishment of a new lease agreement that differs from Council's standard lease document, unless otherwise negotiated, except if the lease is subject to the Retail Leases Act 2003.

Maintenance and Alterations

Building and property maintenance will be assessed in accordance with the nature of the agreement and associated works. Maintenance conducted by the occupants must be reported to Council, carried out in a responsible manner and adhere to the conditions of the agreement and statutory requirements.

Council has no responsibility to maintain/improve buildings on Council owned land occupied by an organisation or group exclusively for private purposes, subject to the requirements of the Retail Leases Act 2003 if the land is occupied pursuant to a lease subject to that Act.

Wear and tear maintenance and works of a recurrent nature are the responsibility of the occupier or management body of the building, subject to the requirements of the Retail Leases Act 2003 if the land is occupied pursuant to a lease subject to that Act.

Major maintenance and capital works are the responsibility of Council unless agreement with the lessee.

Maintenance Inspections

Council reserves the right to inspect the premises each year or more frequently as required. Council will give appropriate notice to the lessor in accordance with the lease or licence conditions.

Capital Works

In assessing maintenance requests for capital works, Council must consider the following:

- The reason for the request. For example: safety issues, damage, compliance
- Estimated cost of works
- Funds available and estimated additional annual works
- Alignment with Council policies e.g. Use of Council Land Policy

All capital upgrades will be considered as part of the budget process in the year which they are received.

Capital works undertaken by the lessee do not give the lessee any interest or claim in the works or improvements or the premises beyond the elements contained in the lease, nor do capital works give the lessee any claim to the site (premises or land) after the expiration date of the lease. Undertaking capital works during the lease term does not provide or confer any entitlements or residual rights to the lessee or enable the lessee to demand or expect a new lease following the expiry of the lease term.

Unless otherwise agreed by both parties in writing, all permanent buildings, structural improvements to those permanent buildings and essential safety measures constructed or installed on the premises (by Council, the tenant or any other person or organisation) during the term of the lease or licence shall become the property of Council.

Performing Rights

The tenant will be responsible for all performing rights and will indemnify Council against any claim for breach of copyright (e.g. OneMusic).

Legislation and Regulations

All tenants must adhere to the conditions of any planning permit, issued by Council or other permits issued by other authorities. Tenants will also be required to comply with all legislation and regulations and obtain any permits or licences in order for the tenant to be able to use the premises for its permitted use.

Interest

The occupant shall reimburse Council for all rent, charges and costs by the due date issued on the invoice. Continued late payments could result in a rate of 2% per annum more than the rate from time to time fixed by the Penalty Interest Rates Act 1983 (Vic) being charged.

Renewal of Further Terms

Council has a legal obligation to renew a lease for any further terms stated in the agreement if:

- There is no unremedied breach of the agreement by the tenant of which Council has given the tenant written notice
- The tenant has not persistently committed breaches of the agreement of which Council has given written notice during the term, and
- The tenant has requested the renewal in writing not more than 6 months nor less than 3 months before the end of the term. The latest date for exercising the option to renew should be stated in the attached schedule.

The renewed agreement must contain the same terms as the original agreement but with no option for renewal after the last option for a further term has been exercised. The agreement starts on the date after the original agreement ends and the starting rent will be determined in accordance with any rent reviews.

End of Lease Procedures

At the termination of an agreement, an inspection of the premises will take place to ensure vacant possession and the condition of the premises is that of the terms and conditions of the agreement. A Tenancy Condition Report will be prepared by Council for this purpose.

Application of Rental Subsidy

Consideration should be given to the assessment and calculation of appropriate rental subsidy for those tenants occupying Council owned or controlled land and buildings whose operations is considered to be Community Service (Category B), Other (Category C) or Commercial/ Private (Category D), and where there is deemed to be a net community benefit.

Lease Holdover

Lease holdover occurs when a tenant continues to remain in possession of the property after the lease expires or terminates. The holdover clause is to be cited within all agreements. The holdover clause is as follows:

“If the Lessee shall remain in possession of the property, or any portion thereof, after expiration of this lease agreement, the lessee shall be deemed a lessee from month to month at the same monthly rental and in all other respects subject to the terms, covenants and conditions of this lease agreement. Such tenancy from month to month may be terminated by either party giving, written notice to the other party. This provision shall not be constructed as giving lessee any right so to hold over”.

Property Leasing Policy

Council’s Property Leasing Policy is to be adhered to when developing, renewing and administering lease and licence agreements for Council controlled land and buildings.

Dating of Documents

In accordance with key findings determined from the Local Government Inspectorate Review in April 2015, Council is required to attach a copy of the legal advice received, regarding the dating of documents to all lease agreements. A file note will be included referring to the legal advice received. Refer to document ID 1178161.

Attachments

Attachments that should form part of the documentation include but are not limited to a plan and/or map of the property, planning or building permits that have been issued and a schedule of the agreement.

Approvals

Types of Leases to be considered by Council

- Any renewal of Leases except where the lease is a Airstrip Hanger lease

Types of Leases which have been delegated to the Chief Executive Officer

- Airstrip Hangar lease renewals, transfers, assignments or subletting
- All Licence agreements, including a licence, any renewals, assignments or subletting
- Crown Land Licence agreements

In the case of a licence agreement for nonexclusive use of Council buildings, land or property provisions in the *Local Government Act 2020* do not apply. Subject to conditions and limitations of the Instrument of Delegation by Council to the Chief Executive Officer (CEO), a nonexclusive licence contract may be signed by the CEO.

7. Application of the Council Seal

The Council Seal is the signature of Council, therefore the Council Seal should be affixed to any agreement which is heard at Council or which is deemed appropriate by the Chief Executive Officer.

8. Procedures for the Granting of an Agreement

Where Council is entering into a new lease the Council Leasing Procedures should be followed.

References

The following references apply to this policy:

- Local Government Act 2020. This legislation can be found at <https://www.legislation.vic.gov.au/>
- Local Government (General) Regulations 2015 and future regulations. This legislation can be found at <https://www.legislation.vic.gov.au/>
- Crown Land (Reserves) Act 1978. This legislation can be found at <https://www.legislation.vic.gov.au/>
- Local Government Best Practice Guideline for the Sale, Exchange and Transfer of Land, Department of Planning and Community Development, June 2009, <https://www.localgovernment.vic.gov.au/>
- Leasing Policy for Crown Land in Victoria 2023 or the latest version, Department of Energy, Environment and Climate Action This Policy can be found at <https://www.forestsandreserves.vic.gov.au/>
- Email (document ID 1178161) Advice SLM Law regarding Local Government Inspectorate Report and the need to date leases and sale documents 2015
- The standard Department of Energy, Environment and Climate Action Section 17(b) Crown Land (Reserves) Act Licence Document. This legislation can be found at <https://www.forestsandreserves.vic.gov.au/>
- A list of Crown Land Reserves applicable under Section 17(2) can be found in an email document ID 2569700
- Corangamite Shire Community Engagement Policy can be found in ID 1226931
- Tenancy condition report 2022 can be found in ID 2857961
- Procedure for Property Leasing
- Gender Equality Action Plan 2021 – 2025 can be found in ECM document 3055249
- Traditional Owner Settlement Act 2010 (Vic) and the Traditional Owner Settlement Amendment Act 2016 can be found <https://www.legislation.vic.gov.au/>
- Gender Equality Act 2020 can be found at <https://www.legislation.vic.gov.au/as-made/acts/gender-equality-act-2020>
- Charter of Human Rights and Responsibilities Act (2006) can be found at <https://www.legislation.vic.gov.au/in-force/acts/charter-human-rights-and-responsibilities-act-2006/015>

Review Date

This policy will be reviewed in 2028, or earlier as required by changed circumstances including changes to legislation and policies of Corangamite Shire Council, the Victorian Government and its agencies of Federal Government and its agencies.

Charter of Human Rights and Responsibilities Act (2006)

It is considered that this Policy does not impact negatively on any rights identified in the Charter of Human Rights and Responsibilities Act (2006).

The Gender Equality Act 2020

The Gender Equality Act 2020 requires Council to undertake gender impact assessments when developing or reviewing any policy, program or service which has a direct and significant impact on the public. A Gender Impact Assessment has been undertaken and this policy has been **adjusted** to ensure that it meets the needs of people of different genders, addresses gender inequality, and promotes gender equality.