



Willoughby City Council Policy Register

Short Title	Lease of Tennis Courts
Division	Corporate Services
Category	Property
File No	C07-0077
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Resolution No 98/1422	Additional Resol No

POLICY

Lease Term

The lease term for tennis courts is a maximum of 10 years, and is based on a commitment by the lessee to all capital expenditure relating to the tennis courts and associated facilities during the term of the lease.

Rental

The rental is set by Council and is based on an independent market rental valuation with consideration of rebates for:

- Capital works/improvements amortised over the term of the lease
- Community-based activities and involvement

Each case is assessed by Council individually.

The rental is paid at least quarterly in advance.

The rental is reviewed by Council annually in line with the movements in CPI and by an independent market rental valuation after 5 years.

Capital Improvements and Maintenance

The lessee is generally responsible for all capital works, however this is dependent on the extent of the works and the term of the lease and will be assessed by Council on an individual basis.



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The lessee will specify all major capital improvements to be undertaken during the term of the lease at the commencement of the agreement and a proposed schedule of works (eg. a 10 year plan) forms part of the lease agreement.

All capital works are to be undertaken only with Council approval via the appropriate approval process.

The lessee is responsible for all maintenance and repairs to tennis courts, facilities, buildings, park (where applicable).

At the end of the lease term the lessee will leave the courts and associated facilities in a satisfactory condition. All improvements become the property of Council/Crown.

Availability of Courts

The lessee will make the tennis courts available for use by the public for at least 50% of the court's available time.

The courts may be used exclusively by Club members provided that such use does not result in making the courts available to members of the public for less than 50% of the court's available time. Available time must be advertised to users of the courts and the general public through appropriate media.

The lessee will make courts available to schools and other community groups at reasonable charges.

(These conditions may vary under individual Plans of Management).

Club Membership

The lessee will make Club membership available to anyone in the community.

Playing Fees

The lessee will set a schedule of fees for use of the courts which will be endorsed by Council. The schedule of fees will form part of the lease and may not be altered except with Council's consent. It should be noted that an appropriate ratchet clause may be inserted into any fee structure (eg. CPI).

Insurance and Indemnity

The lessee will indemnify Council and the appropriate Minister.



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The lessee will take out a public liability insurance policy in the amount of not less than \$20,000,000 or other amount specified by Council from time to time.

Evidence of the currency of this policy to be forwarded to Council annually. The interests of Council are to be endorsed on any such policy.

Plan of Management

The lessee will comply with any Plan of Management associated with the land.

Payment of Outgoings

The lessee is responsible for the payment of all rates, taxes, water and sewerage rates and charges, sanitary and garbage charges, water usage, gas, electricity, telephone, cleaning and all other outgoings as may be applicable to the site during the term of the lease.

Goods and Services Tax

In the event of any government introducing a Goods and Services Tax or its equivalent, the rental payable at that time will be varied so that the net rental receivable by Council will be the same as if no Goods and Services Tax had been introduced.

Income/Expenditure

The lessee will submit audited accounts of income and expenditure for Council's consideration at the end of each financial year.

Planning matters

The use of tennis courts and associated facilities is to be strictly in accordance with current development consents, LEP, zoning, plan of management, classification of the land and any other appropriate criteria.

Third Party Agreements, subleasing, licensing and assignment of leases

Any lessee of Council-owned or managed land must not offer to enter into any third party agreements whatsoever for the management, use and/or control of the land or facilities thereon ("relevant agreements") without the prior written approval of Council. Any proposal by a lessee to any third parties to enter into relevant agreements must be via an open and transparent tender process, evidence of which must be supplied by the lessee to Council if requested by Council.



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Regardless of the terms of the relevant lease (but subject to any legislative requirements), any lease of Council-owned or managed land is exclusive to the lessee and the lessee shall not be permitted to assign, sublease or transfer the lease to any other person or organisation without the prior written consent of Council.

In addition, where a lease relates to or is over Crown land or otherwise subject to the Crown Lands Act 1989, the consents which a lessee is required to obtain from Council under this section must also be obtained from the Minister administering the Crown Lands Act.