



## Mansfield Shire

**Lessor:**  
**Mansfield Shire Council (“Council”)**

**Lessee:**  
**Mansfield and District MAD Potters Inc.**

**Premises:**  
**Mansfield Police Stables – 5 Curia Street, Mansfield VIC 3722**

**Our Ref: AG1442**

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# Mansfield Shire Council Lease Agreement

## Between

The entity described in Item 1 of the Schedule

(Council)

The entity described in Item 2 of the Schedule

(Lessee)

## The parties agree:

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Lease the following terms, except where the context otherwise requires, have the following meanings:

Term	Definition
Act	means the Local Government Act 2020 (Vic) (as amended from time to time).
Annexure	means an annexure to this Lease.
Authorisation	means and includes any consent, authorisation, registration, permit, certificate, permission, Lease, approval, direction, or declaration issued by or required to be issued by any governmental, public, statutory or relevant authority.
Buildings	means all buildings are encompassed within the lease.
Business Day	means any day which is not a Saturday, Sunday or a day which is declared a public holiday in Victoria.
Claim	Includes a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding or right of action.
Commencement Date	means the commencement date listed in Item 7 of the Schedule.
Consumer Price Index	means the index published by the Australian Government Statistician under the heading "All Groups" for Melbourne.
Containment	means any toxic or hazardous substance, gas, liquid or material, any waste or discharge of any pollutant on, in or under the Premises which cause the Premises to be: (a) Unsafe or unfit for habitation or occupation by persons or animals; (b) Degraded in their capacity to support plant life; or (c) Otherwise environmentally degraded.
Cost	means any cost charge, expense, outgoing, payment, fee, liability, or penalty of any kind, including legal and professional fees.
Council	means the entities named in Item 1 of the Schedule, or any other person who will be entitled to possession of the Land when this Lease ends and includes the Council's officers, employees, servants, agents, and contractors.
Council's Installations	means all those fittings, fixtures and chattels contained in the Leased Area at the Commencement Date.
CPI	means the Consumer Price Index
Effective Control	means in respect of an entity: (a) if the entity is a corporation, the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings; or (b) if the entity is the trustee of a unit trust, having more then 50% of the issued units in the unit trust.

## Mansfield Shire Council Lease Agreement

Environmental Laws	means all laws and regulations, environmental protection policies and directions, standards and guidelines of any governmental, public, statutory or relevant authority (and any other like bodies) regulating or otherwise relating to the environment, including, without limitation, any law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, noise, soil or ground water contamination, chemicals, waste, use of hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, or noxious trades and all Leases, approvals, consents, permissions or permits issued by any government, public, statutory, or relevant authority of an environmental nature.
Expiry Date	means the date listed in Item 6 of the Schedule.
Further Term	means the Further Term listed in Item 11 of the Schedule.
GST	means GST within the meaning of the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (as amended).
Insolvent	means: <ul style="list-style-type: none"> <li>(a) in relation to a corporation: <ul style="list-style-type: none"> <li>(i) an order is made, or a resolution is passed to wind it up except for reconstruction or amalgamation; or</li> <li>(ii) goes into liquidation; or</li> <li>(iii) is placed under official management; or</li> <li>(iv) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed; or</li> <li>(v) an administrator has been appointed and thirty (30) days have been passed since the date of appointment; or</li> <li>(vi) has an inspector appointed under the Australian Securities and Investments Commission Act 2001 (Cth); or</li> </ul> </li> <li>(b) in relation to a natural person: <ul style="list-style-type: none"> <li>(i) becomes bankrupt; or</li> <li>(ii) takes or tries to take advantage of Part X of the Bankruptcy Act 1966 (Cth); or</li> <li>(iii) makes an assignment for the benefit of its creditors; or</li> <li>(iv) enters into a composition or arrangement with its creditors; or</li> <li>(v) is unable to pay its debts when they fall due.</li> </ul> </li> </ul>
Item	means an Item in the Schedule
Land	means the parcel of land on which the buildings are erected, and which is described in item 3 (b)
Land Tax	means an amount equal to any land tax which is payable by Council under the <i>Land Tax Act 2005</i> in relation to the Land, assessed as if the Land was the only land owned by the Council.
Lease Fee	means the Lease fee specified in Item 5 of the Schedule.
Leased Area	means the Leased area described in Item 3 of the Schedule.
Lessee's Property	means the Lessee's fixtures, fittings, plant and equipment, goods, and personal property which the Lessee brings onto the Leased Area during the Term of any Further Term.
Loss	means and includes any damage, loss, costs, expense or liability incurred or sustained by a person (either directly or indirectly) however arising and whether present or future, fixed or unascertained, actual or contingent.
Maintenance Schedule	means the maintenance schedule attached to this Lease as Annexure B which contains the details of the Lessee's maintenance obligations under the Lease.

## Mansfield Shire Council Lease Agreement

Market Rent Review Date	means the date(s) (if any) specified in Item 14 of the Schedule
Outgoings	<p>means the costs incurred by the Council in connection with the Premises including:</p> <ul style="list-style-type: none"> <li>(a) all rates, taxes (including Land Tax if the Retail Leases Act does not apply), charges and levies;</li> <li>(b) imposts, deductions, charges, withholdings, and duties imposed by any governmental, public, statutory or relevant authority including any tax imposed as a consequence of the Council having an estate or interest in the Land but excluding: <ul style="list-style-type: none"> <li>(i) any GST or like tax imposed because this Lease is a taxable supply; and</li> <li>(ii) any income tax or capital gains tax;</li> </ul> </li> <li>(c) insurance premiums for: <ul style="list-style-type: none"> <li>(i) public liability;</li> <li>(ii) loss of rent and outgoings insurance for a period of twelve (12) months; and</li> <li>(iii) such other risks which the Council reasonably considers appropriate;</li> </ul> </li> <li>(d) waste removal and disposal costs;</li> <li>(e) costs of all services supplied to the Premises including, water, electricity, gas, telephone, communications services and any other services;</li> <li>(f) if the Retail Leases Act applies, other items specified in the Council's disclosure statement as Outgoings to which the Lessee must contribute, but the Outgoings do not include: <ul style="list-style-type: none"> <li>(g) interest and other charges incurred by the Council on amounts it has borrowed;</li> <li>(h) costs of a structural or capital nature; and</li> <li>(i) any amount that the Council is prohibited from recovering under any relevant legislation from its lessees (including, if this is a retail premises lease, the Retail Leases Act).</li> </ul> </li> </ul>
Permitted Recipient	<p>means</p> <ul style="list-style-type: none"> <li>(a) a financial, legal or business advisor of the Lessee; or</li> <li>(b) the Lessee 's members, employees, and contractors, from whom the Lessee has obtained a confidentiality undertaking which prevents the recipient disclosing any terms or provisions of this Lease to any other person or entity.</li> </ul>
Permitted Use	means the purpose stated in Item 13 of the Schedule.
Premises	means the buildings constructed on the Land and the Lessee's Improvements
Rent	means the amount set out in Item 5, or as varied in accordance with is Lease.

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Retail Leases Act	means the <i>Retail Leases Act 2003 (Vic)</i> .
Schedule	means the schedule to the Lease.
Sign	means a sign, placard, notice, poster, advertisement, flag, banner, signboard or like object
Signage Plan	<p>means and includes all plans, drawings and other information concerning or relevant to any proposed permanent Sign which the Lessee wishes to install on, in or near the Premises for the promotion of the Lessee 's Activities including:</p> <ul style="list-style-type: none"> <li>(a) the names of any person or entity who will install, maintain, operate and repair the Sign on behalf of the Lessee;</li> <li>(b) the method of illumination of the Sign (if any); and</li> <li>(c) any necessary works to any part of the Premises where the Lessee proposes to undertake to install, maintain, illuminate, and operate the Sign.</li> </ul> <p>Lessee means the person named in Item 2 of the Schedule, or any person to whom the Lease has been transferred or assigned.</p> <p>Lessee 's Activities means the activities of the Lessee conducted at the Premises.</p> <p>Lessee 's Agents means the Lessee 's employees, agents, contractors, customers and invitees.</p> <p>Lessee 's Improvements means any improvements, structures, fixtures or fittings which are or have been made, constructed or erected on the Land.</p> <p>Lessee 's Property means the Lessee 's property in the Premises other than the Lessee 's Improvements.</p> <p>Lessee's Proportion means the proportion set out in Item 10.</p>
Term	means the term specified in Item 6 of the Schedule.
Valuer	<p>means</p> <ul style="list-style-type: none"> <li>(a) in respect of premises which are retail premises under the Retail Leases Act, a qualified specialist retail valuer with not less than 5 years' experience in valuing retail premises or as otherwise prescribed by the Retail Leases Act (if applicable); and</li> <li>(b) in respect of all other premises, either the Office of the Valuer General or a qualified valuer being a person who is a member of the Australian Property Institute with not less than 5 years' experience in valuing premises of a similar kind to the Premises.</li> </ul>

## 2. Grant of Lease

In consideration of the payment of the Lease Fee, the Council will permit the Lessor to use and occupy the Leased Area and any improvements on the Leased Area from the Commencement Date in common with the Council and persons authorised by the Council for the Term and if applicable any Further Term.

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## Mansfield Shire Council Lease Agreement

### 3. Lease Fee

- (a) The Lessee must pay the Lease Fee to the Council in the manner specified in Item 5 of the Schedule.
- (b) The Lease Fee shall be increased at the intervals and in the manner specified in Item 5 of the Schedule.
- (c) The Lessee must pay to the Council the increased Lease Fee at the intervals and in the manner specified in Item 5 of the Schedule.

### 4. Payment of Rates, Taxes and Services

Not applicable

### 5. Lessee's Acknowledgements

The Lessee acknowledges and agrees with the Council that:

- (a) it inspected the Leased Area prior to the Commencement Date;
- (b) the Lessee is not entitled to exclusive occupation of all of the Leased Area;
- (c) the Council may use, or permit other persons authorised by the Council to use or access the designated parts of the Leased Area;
- (d) this Lease does not create any estate or interest in the Leased Area, other than a contractual right;
- (e) this Lease does not constitute a lease at law and the Lessee will not claim before a court or tribunal that this Lease constitutes a lease at law; and
- (f) in the event that a court or tribunal determines that this Lease is a lease at law, the Council may, at its option, terminate this Lease by written notice to the Lessee with immediate effect.

On and from the Commencement Date, the Lessee accepts the condition of the Leased Area, Council's Installations, and any improvements on the Leased Area, and shall not be entitled to make any claim for loss or damage by reason of the condition of the Leased Area, Council's Installations, or any improvements on the Leased Area.

### 6. Use of Leased Area

- (a) The Lessee must only use the Leased Area for the Permitted Use. The Lessee must not use the Leased Area for any other purpose.
- (b) The Council does not warrant that the Leased Area is suitable for the Permitted Use and the Lessee acknowledges it has made its own enquiries and satisfied itself that it can use the Leased Area for the Permitted Use.
- (c) The Lessee must comply with all laws and any requirements of any authority in connection with the Leased Area and the Lessee's use and occupation of the Leased Area.
- (d) The Lessee must not do anything in connection with the Leased Area which may cause a nuisance or interfere with any other person.
- (e) The Lessee is responsible for and must maintain at all times all Leases and permits required for the Lessee's Permitted Use of the Leased Area and obtain the Council's consent before varying any Lease or permit or applying for any new Lease or permit in respect of the Leased Area.
- (f) The Lessee must keep the Leased Area secure at all times when the Leased Area is not being used by the Lessee.

### 7. Release and Indemnity

#### 7.1. Acceptance of risk

The Lessee uses and occupies the Leased Area entirely at the Lessee's own risk.

## Mansfield Shire Council Lease Agreement

### 7.2. Release of Council

The Lessee releases the Council from all costs, claims, liability, loss, or damage incurred or suffered by the Lessee directly or indirectly in connection with the Leased Area and the Lessee's use and occupation of the Leased Area.

### 7.3. Indemnity

The Lessee agrees to indemnify and to keep indemnified the Council, its employees, and agents, and each of them, from and against all actions, costs, liability, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Lessee's use of the Hired Area or impacted areas.

Lessee indemnity shall be reduced proportionally to the extent that any act or omission of the Council, its employees, or agents, contributed to the loss or liability.

## 8. Insurance

The Lessee must:

- (a) take-out and keep current public liability insurance cover in relation to the Leased Area in the name of the Lessee and noting the Council's interest for the amount of \$20 million (concerning 1 single event) or such other sum as reasonably required by the Council which is specified in Item 14 of the Schedule.
- (b) produce satisfactory evidence to the Council on or before the Commencement Date that the insurance referred to in clause 8(a) has been affected.
- (c) ensure that the insurance policies effected by the Lessee contain a condition that the insurer will notify the Council at least 14 days before the policies will lapse.
- (d) pay all insurance premiums at least 14 days before the due date for payment and produce to the Council copies of the certificate of currency on or before each anniversary of the Commencement Date: and
- (e) not do anything which may make any insurance effected by the Lessee or the Council invalid or which may increase the insurance premiums. In the event that the insurance premiums increase, the Lessee must pay that increase.

The Council will take out and keep current:

- (a) building insurance cover for all improvements on the Leased Area; and insurance for the Council's Installations for their full replacement value.

### 8.1. Property Insurance

- (a) The Lessee may choose to maintain Property Insurance, during the Lease Term, for contents, equipment, materials, purchased or supplied by the Lessee.
- (b) In the event of insured damage requiring repairs or replacement, Council's Property Insurance Policy covers cleaning of the building structure, walls, fixed cupboards, bench tops and floor coverings. Council's policy does not extend to indemnify the Lessee.

Contents, equipment, materials purchased or supplied by the Lessee and not forming a fixture or fitting of the Leased Area, remain the property of the Lessee and are not insured by the Council. This includes equipment such as refrigerators, computers, and furniture, etc.

Council will not insure personal belongings, money and private property brought onto the premises.

## 9. Signage

- (a) The Lessee must obtain the Council's prior written consent which consent maybe withheld by the Council in its absolute discretion before displaying or affixing any signs, advertisements, or notices to any part of the Leased Area where such signs, advertisements or notices are visible from outside the Leased Area.
- (b) The Lessee must not display, and the Council reserves the right to remove any signs, advertisements or notices placed on or attached to any part of the Leased Area which are deemed offensive or contrary to Council policies applying during the Term.

### 10. Heavy Equipment and Inflammable Substances

The Lessee must obtain the Council's prior written consent before bringing onto the Leased Area any heavy plant or equipment or inflammable substances, except to the extent to which it is consistent with the Lessee's use and occupation of the Leased Area for the Permitted Use.

### 11. Services and Other Payments

#### 11.1 Services

- (a) The Lessee must pay when due all charges for the provision and usage of services to the Premises including gas, electricity, water and telephone where such services are separately metered or charged directly to the Lessee.
- (b) The Lessee must pay for the cost of the installation of meters to separately service the Premises if requested by Council.

#### 11.2 Other Charges

The Lessee must

- (a) Pay when due the expenses of operating, maintaining and repairing any heating, cooling or air conditioning equipment exclusively serving the Premises (if applicable)

### 12. Repairs, Maintenance and Damage

#### 12.1 Repairs and Maintenance

The Lessee must at the Lessee's cost keep and maintain in good condition and repair (fair wear and tear excepted):

- (a) Refer to Leased Area in accordance with the Annexure C – Schedule of Maintenance Responsibilities;

#### 12.2 Removal of Rubbish and Waste

The Lessee must pay the costs for the removal of the Lessee's rubbish and waste from the Leased Area for special events or any extra non-scheduled pick-ups.

#### 12.3 Breach

If the Lessee breaches clause 12.1, the Council may serve a notice giving the Lessee 14 days to remedy the breach, failing which the Council may enter the Leased Area to carry out such repairs, maintenance and works at any reasonable time after giving the Lessee reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Lessee to the Council on demand.

#### 12.4 Works

The Lessee must obtain the prior written consent of the Council before carrying out any works or alterations on or to the Leased Area. The Lessee must ensure that any works or alterations on or to the Leased Area are carried out:

- (c) strictly in accordance with plans and specifications approved by the Council;
- (d) in a proper and workmanlike manner;
- (e) to the Council's reasonable satisfaction and in accordance with the Council's reasonable requirements; and
- (f) in accordance with all rules and requirements of any authorities having jurisdiction over the Leased Area.

#### 12.5 Damage

The Lessee must give the Council prompt written notice of any material damage to the Leased Area or anything likely to be a risk to the Leased Area or any person in the Leased Area.

### 13. Default and Termination

If the Lessee breaches any obligation under this Lease and fails to remedy such breach within 14 days of written notice by the Council, then:

## Mansfield Shire Council Lease Agreement

- (a) this Lease automatically terminates; and
- (b) the Lessee must immediately remove the Lessee's Property from the Leased Area and if the Lessee fails to do so, the Council may treat the Lessee's Property as abandoned and deal with the Lessee's Property as the Council sees fit, at the Lessee's cost.

The Lessee shall remain liable for any loss or damage suffered or incurred by the Council after the termination of this Lease in respect of any breach of the Lessee's obligations under this Lease, including the loss of benefit of the Lessee performing its obligations under this Lease up to the expiration of the Term.

### 14. GST

#### 14.1. Amounts Otherwise Payable Do Not Include GST

Except where express provision is made to the contrary and subject to clause 13 the *consideration payable* by any party under this Lease represents the value of any *taxable supply* for which payment is to be made.

#### 14.2. Liability to Pay Any GST

Subject to clause 14.4, if a party makes a *taxable supply* in connection with this Lease for a *consideration* which, under clause 14.1 or clause 14.3 represents its *value*, then the party liable to pay for the *taxable supply* must also pay at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

#### 14.3. Reimbursements

If this Lease requires a party to pay, reimburse or contribute to an amount paid or payable by the other party in respect of an *acquisition* from a third party for which the second party is entitled to claim an *input tax credit* the amount required to be paid, reimbursed or contributed by the first party will be the *value of the acquisition* by the second party plus, if the second party's recovery from the first party is a *taxable supply*, any GST payable under clause 14.2.

#### 14.4. Tax Invoice

A party's right to payment under clause 14.2 is subject to a valid tax *invoice* being delivered to the party liable to pay for the *taxable supply*.

#### 14.5. Interest Payable

The Lessee must pay to the Council on demand interest at the rate per annum equal to the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) on any money payable by the Lessee under this Lease and remaining unpaid for 7 days. Interest will be computed from the date on which such payment became due until the date that payment is made by the Lessee.

### 15. No Deduction or Set-Off

The Lessee must pay all amounts due under this Lease to the Council without deduction or right of set-off.

### 16. Lease Personal

The parties acknowledge and agree that this Lease is personal to the Lessee and is not capable of assignment or transfer in any way and the Lessee must not deal with its interest in the Leased Area including the assignment of or sub-licensing of any part of the Leased Area to another party.

### 17. Lessee's Obligations at End of Lease

At the end of this Lease, the Lessee must:

- (a) vacate the Leased Area and give it back to the Council in a condition consistent with the Lessee having complied with its obligations under this Lease;
- (b) immediately remove from the Leased Area the Lessee's Property and make good any damage caused by such removal; and

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## Mansfield Shire Council Lease Agreement

(c) return to the Council all keys and other security devices required for access to the Leased Area.

The Lessee acknowledges and agrees that anything remaining in the Leased Area at the end of this Lease, including the Lessee's Property will become the property of the Council and the Council may treat the Lessee's Property as abandoned and deal with the Lessee's Property as the Council sees fit, at the Lessee's cost.

### 18. Council's Consent

The Lessee must pay to the Council within 7 days of demand:

- (a) the Council's reasonable costs in giving any consent or approval under this Lease; and
- (b) the Council's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Lease by the Lessee.

### 19. Damage or Destruction of Leased Area

#### 19.1. Reduction in Lease Fee

If the Leased Area or any part of the Leased Area is destroyed or damaged to the extent that the Lessee cannot use or have access to the Leased Area (except if the Lessee causes or contributes to the destruction or damage, or the insurer of the Lessee or the Council is not legally required to reinstate the Leased Area because the Lessee caused or contributed to the destruction or damage) then the Council will reduce the Lease Fee by a reasonable amount depending on the nature and extent of the destruction or damage until the Lessee can use or have access to the Leased Area.

#### 19.2. Reinstatement of Leased Area

If the Leased Area or any part of the Leased Area is destroyed or damaged, the Council may, within 3 months from the date of such damage or destruction, give notice to the Lessee:

- (a) terminating this Lease, where the Council considers that the damage destruction is such that repairing it is impractical or undesirable; or
- (b) that the Council will commence reinstatement of the Leased Area to a condition where the Lessee can use or have access to the Leased Area.

#### 19.3. Lessee's Right to Terminate

The Lessee may give written notice to the Council terminating this Lease where:

- (a) the Council does not give notice to the Lessee pursuant to clause 19.2; or
- (b) the Council does not commence reinstatement within 6 months of the date of damage or destruction.

The Lessee acknowledges that the Council does not have any obligation to reinstate the Leased Area and will not be liable to pay the Lessee any compensation if it does not reinstate the Leased Area.

#### 19.4. Dispute Resolution

The Council and Lessee agree that if a dispute arises under this clause 19, the aggrieved party must give a written notice to the other party that there is a dispute ("**Dispute Notice**").

Upon receipt of the Dispute Notice by the other party, both parties must within 30 days of the date of the Dispute Notice meet and attempt to resolve the dispute ("**Resolution Period**").

If the parties are unable to resolve the dispute within the Resolution Period, the parties agree that the dispute must be referred to the chairperson of the Council's relevant committee ("**Chairperson**") who shall convene a meeting between the parties within 30 days of the referral. The Chairperson shall determine the dispute and notify the parties of the Chairperson's decision within 5 business days of the date of the meeting. The parties agree that the Chairperson's decision will be final and binding on the parties.

### 20. Further Term

#### 20.1. Option for a Further Term

## Mansfield Shire Council Lease Agreement

The Council may agree, at its sole discretion, to grant to the Lessee a new Lease for the Further Term described in Item 11 of the Schedule if the Leased Area is not required by the Council for any other purpose and if the Lessee:

- (a) gives to the Council written notice asking for a new Lease, not earlier than 6 months or later than 3 months, before the end of the Term (the last date for exercising the option for the Further Term is specified in Item 12 of the Schedule;
- (b) is not in breach of any of the terms or conditions of this Lease at the date of giving written notice or at the end of the Term;
- (c) has not persistently defaulted under this Lease throughout the Term;
- (d) complies with all reasonable requirements of the Council including where the Lessee is a corporation, incorporated association, or other legal entity, procuring such directors, shareholders or members of the Lessee as may be reasonably required by the Council to execute a guarantee and indemnity in a form approved by the Council and providing whatever other form and amount of security the Council may reasonably require;
- (e) pays the Council's reasonable costs for the preparation, negotiation and finalisation of the new Lease.

The new Lease for the Further Term if granted, will commence on the day after this Lease ends and contain the same terms and conditions as this Lease but with no option for a further term where the last option for the Further Term has been exercised. The Lease Fee and the method to adjust the Lease Fee during the Further Term is specified in Item 11 of the Schedule.

### 20.2. Overholding

If the Lessee continues in occupation of the Leased Area after the end of the Term, without objection by the Council:

- (a) the Lessee occupies the Leased Area subject to the same terms and conditions as contained in this Lease;
- (b) the Council or the Lessee may end this Lease during any period of overholding by giving 30 days written notice to the other party expiring at any time; and
- (c) the Council may increase the monthly Lease fee by giving the Lessee one month's written notice.

## 21. General Provisions

### 21.1 Governing Law, Jurisdiction and Service

This Lease is governed by the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

### 21.2 Security and Surveillance

#### 21.2.1 Installation of Security Devices

The Lessee must not install any surveillance or security recording devices within the Leased Area without Council's prior written consent. Where consent is granted, the Lessee must:

- a) ensure appropriate signage, access controls and retention protocols are in place;
- b) manage any personal information or footage in accordance with the Privacy and Data Protection Act 2014 (Vic) and Council's Privacy and Data Protection Policy; and
- c) comply with any direction by Council to remove or modify any non-compliant device at the Lessee's cost.

#### 21.2.2 Non-hardwired Devices

Lessees may typically install non-hardwired devices such as wireless or battery-powered cameras without formal permission, provided they do not damage the property or infringe privacy. Hardwired devices or any installation requiring alteration to the property require Council's prior written consent.

#### 21.2.3 Footage and Removal

The Lessee must provide Council with access to or copies of footage upon request. All devices must be removed, and the Leased Area restored to its original condition at the end of the Lease or upon earlier vacation.

### 21.3 Notices

Notifications, consents, approvals, requests or demands under this Lease may be sent to the Lessee's nominated email address and are taken to be received when sent.

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## Mansfield Shire Council Lease Agreement

Notices relating to disputes must be delivered to the postal address specified in this Lease (or such other address notified in writing) and are taken to be received:

- a) if hand-delivered — upon delivery;
- b) if posted within Australia — on the fifth business day after posting;
- c) if posted outside Australia — on the seventh business day after posting.

### 21.4 Entire Understanding

This Lease, and any documents referred to within it, constitute the entire agreement between the parties. All prior representations, warranties or agreements not expressly contained in this Lease have no force or effect.

### 21.5 Severance

If any provision of this Lease is held unlawful or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

### 21.6 No Waiver or Variation

A term or right under this Lease may only be waived or varied in writing and signed by both parties.

### 21.7 Table of Contents

The Table of Contents and any headings are included for convenience only and do not affect the interpretation of this Lease.

### 21.8 Accuracy of Recitals

The parties acknowledge that the Recitals to this Lease are true and correct and form part of this Lease.

### 21.9 Non-Merger of Provisions

Any provision intended to operate after the expiry or termination of this Lease will continue in full force and effect.

### 21.10 Policy, Legislative and Compliance Requirements

#### (a) Gender Equality and Fair Access

The Lessee must comply with the Gender Equality Act 2020 (Vic), Council's Gender Equality Policy, and Council's Fair Access Policy 2024, including:

- i) ensuring equitable access, participation and use of the Leased Area for all genders;
  - ii) ensuring membership, programs and scheduling do not disadvantage any gender;
  - iii) addressing barriers faced by women, girls and gender-diverse people in accessing facilities;
  - iv) complying with monitoring or reporting requirements as reasonably requested by Council.
- Failure to comply may result in Council restricting or suspending access.

#### (b) Safeguarding Children and Young People

The Lessee must comply with:

- the Child Wellbeing and Safety Act 2005 (Vic);
- the Victorian Child Safe Standards;
- Council's Child Safety and Wellbeing Policy; and
- Council's Safeguarding Code of Conduct.

The Lessee must:

- i) ensure all personnel in child-related work hold a current Working with Children Check and maintain an auditable register;
  - ii) ensure safe recruitment and supervision practices;
  - iii) immediately report child safety concerns to Council and comply with mandatory reporting obligations;
  - iv) maintain a safeguarding incident register for seven (7) years;
  - v) ensure all participants, volunteers and visitors comply with the Code of Conduct.
- Council may require removal of any person posing a child safety risk.

#### (c) Public Health and Wellbeing Compliance

The Lessee must comply with the Public Health and Wellbeing Act 2008 (Vic) and must:

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## Mansfield Shire Council Lease Agreement

- i) maintain the Leased Area in a clean, hygienic and sanitary condition;
- ii) prevent accumulation of waste or health hazards;
- iii) prevent nuisances or risks to public safety;
- iv) comply with directions issued by Council or relevant authorities.

Council may inspect the Leased Area and issue directions which must be complied with immediately.

### **(d) Equal Opportunity and Human Rights**

The Lessee must comply with the Equal Opportunity Act 2010 (Vic), Council's Equal Opportunity and Human Rights Policy, and other applicable anti-discrimination laws. The Lessee must:

- i) maintain inclusive and lawful participation practices;
- ii) ensure officials and volunteers uphold equal opportunity obligations;
- iii) respond appropriately to complaints;
- iv) notify Council of any serious complaint within five business days.

### **(e) Occupational Health & Safety and Incident Reporting**

The Lessee must comply with the Occupational Health and Safety Act 2004 (Vic) and relevant regulations, must immediately notify Council of notifiable incidents, and must maintain an incident register for seven (7) years.

### **(f) Keys and Access Control**

Council will maintain a key register. The Lessee must not duplicate keys or access cards and must notify Council immediately if lost or stolen. Council may re-key at the Lessee's cost. All keys/cards must be returned at expiry or termination.

### **(g) Security Deposit**

The Lessee must pay a refundable security deposit of \$[amount], which Council may apply to unpaid fees, cleaning, damage or call-out charges. Any remaining balance will be reconciled within 30 days after the end of the Licence.

### **(h) Events, Noise and Crowd Management**

The Lessee must obtain written approval from Council for amplified sound, temporary structures or events exceeding [insert number] attendees, and must comply with curfews, noise limits and weather-related directions.

### **(i) Environmental Duties**

The Lessee must comply with the Environment Protection Act 2017 (Vic), must not discharge pollutants, and must manage waste lawfully and in accordance with Council directions.

### **(j) Force Majeure**

Neither party is liable for delays or failures to perform obligations (other than payment) caused by events beyond reasonable control, including natural disasters, epidemics, government directions or emergency works. Council may suspend access for safety or compliance reasons; booking fees will be credited (not refunded) for the affected period.

### **(k) Volunteers**

Where volunteers are engaged, the Lessee must comply with Council's Volunteer Policy in relation to conduct and safety.

## **22. Additional Provisions**

This Lease is subject to the Additional Provisions contained in Annexure A.

To the extent of any inconsistency between this Lease and the Additional Provisions, the Additional Provisions will prevail.

## **23. Costs**

Each party must pay its own costs of and incidental to the negotiation, preparation, and execution of this Lease.

## 24. Interpretation

In this Lease:

- (a) a reference to a person includes a reference to a corporation, firm, partnership, association, or other entity, and vice versa;
- (b) a reference to any gender includes a reference to all other genders;
- (c) any word or expression defined anywhere in this Lease shall if expressed in the singular include the plural and vice versa and cognate expression shall have a corresponding meaning;
- (d) the obligations imposed and the benefits conferred under this Lease on each of the parties will be binding and inure for the benefit of the respective parties and each of their respective executors, administrators, successors in title, legal personal representatives and permitted assigns and a reference to any party to this Lease includes the party's executors, administrators, successors in title, legal personal representatives and permitted assigns; and
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally and an agreement, representation or warranty made in favour of two or more persons is made for the benefit of them jointly and for each of them severally.

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Mansfield Shire Council **Lease Agreement**

**EXECUTED** as an agreement.

**EXECUTED** for and on behalf of  
**MANSFIELD SHIRE COUNCIL**, by an  
authorised officer pursuant to an Instrument  
of Delegation made under the Local  
Government Act 2020 (Vic) in the presence  
of:

)  
)  
) .....  
) Signature  
) Kirsten Alexander  
)  
) (Print) Full Name of Signatory  
) Chief Executive Officer

\_\_\_\_\_

..... Signature of Witness

33 Highett Street, Mansfield

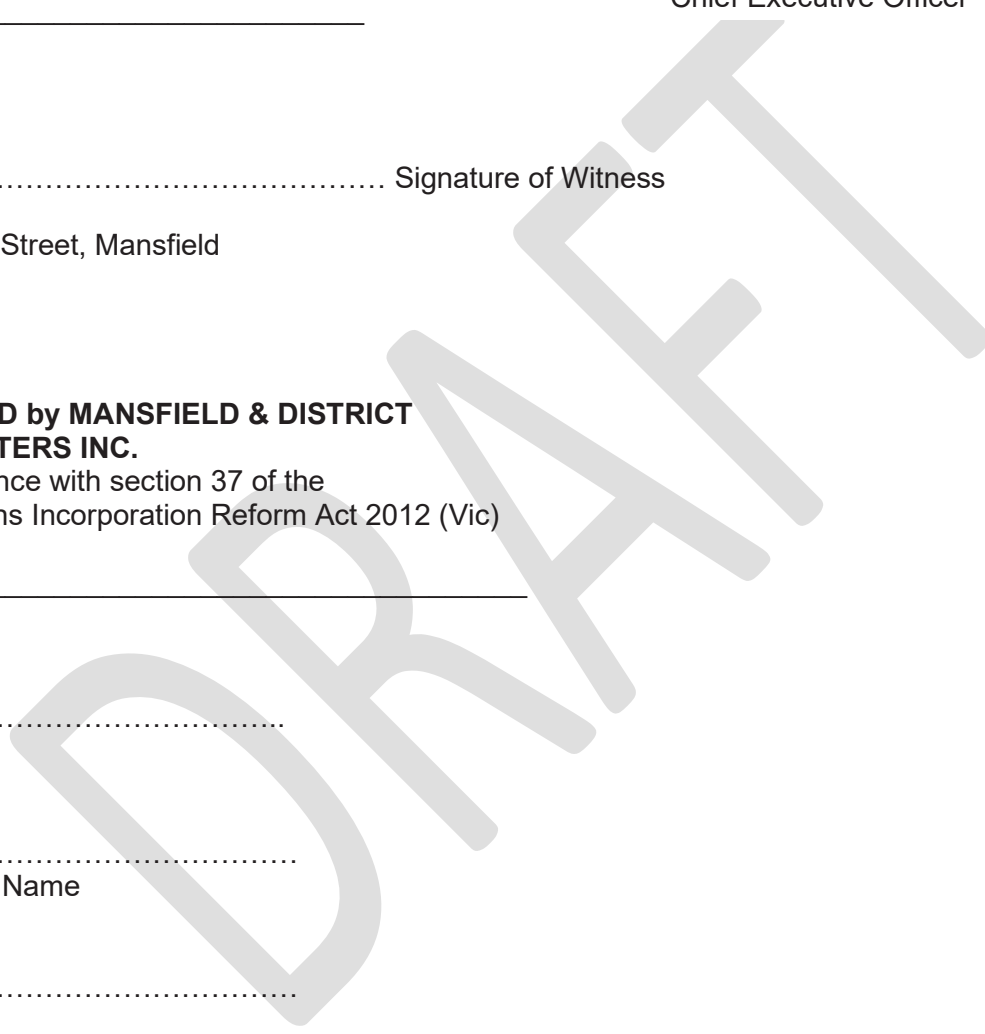
**EXECUTED by MANSFIELD & DISTRICT  
MAD POTTERS INC.**  
in accordance with section 37 of the  
Associations Incorporation Reform Act 2012 (Vic)

\_\_\_\_\_

.....  
Signature

.....  
{Print) Full Name

.....  
Position



## Mansfield Shire Council Lease Agreement

### Schedule

Item 1	Landlord:	Mansfield Shire Council of 33 Highett Street, Mansfield, Victoria 3722.
Item 2	Lessee:	Mansfield and District MAD Potters Incorporated of 50 Mt Battery Road, Mansfield, Victoria 3722
Item 3	(a) Premises:	The Mansfield Police Stables at 5 Curia Street, Mansfield as attached on the plan on Annexure B.
	(b) Land:	Certificate of Title Volume 11901 Folio 049, being the property situated at 5 Curia Street, Mansfield, VIC, 3722
Item 4	Council's Installations	Not Applicable
Item 5	Rent:	One Dollar (\$1.00) per annum payable upon demand.
Item 6	Terms of the Lease	10 Year Lease
Item 7	Commencement Date:	1 July 2026
Item 8	Expiry Date:	30 June 2036
Item 9	How Rent is to be paid:	Not Applicable
Item 10	Lessee's Proportion:	100% of Outgoings  In accordance with the Local Government Act 1989 Section 154, the land will be classified as being used exclusively for charitable purposes and will therefore be exempt from municipal rates.
Item 11	Further Term	1 Further term of 10 Years
Item 12:	Amount of Public Risk Insurance Cover	Minimum public risk Insurance to be held by the lease holder is \$20,000,000.
Item 13:	Permitted Use:	Craft of Pottery including Pottery Operations, Classes, Workshops and Sales
Item 14:	Market Rent Review Date:	Not Applicable

## **Annexure A – Additional Conditions**

Mansfield Planning Scheme	Mansfield Shire Council's Planning Scheme requires a permit for the "development and use" of land. Any change in use of the land or additional improvements shall not commence until all of the necessary permits are obtained from Council. Obtaining the relevant permits are the responsibility of the Lessee.
Services	Responsibility for water, power, and sewerage, if required, will be at the Lessee's expense.
Heritage of the Police Stables	No changes to the structure, show care and respect the existing heritage structure, it's character and the old Jail Cells. Any modifications to the building and its surroundings must adhere strictly to the guidelines outlined in the Cultural Heritage Report provided by DEECA. (Department of Energy, Environment and Climate Action)
Conditions	District MAD Potters will be responsible for securing their own funding to proceed with any proposed amendments and installations to the building.

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## **Annexure B – Plan of the Land**

That part of the land described in Certificate of title Volume 11801 Folio 049, being the property situated at 5 Curia Street, Mansfield, 3722



Image 1: Mansfield Police Stables aerial location

# Mansfield Shire Council Lease Agreement



Figure 1: Site context. Source: Vic Plan

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## Annexure C – Schedule of Maintenance Responsibilities

Item	Council Responsibility	User Group Responsibility
<b>BUILDING</b>		
<b>Electrical and Plumbing: Any works undertaken must have written Council approval prior to works beginning and be carried out by a qualified and licensed contractor.</b>		
Electric Wiring and Fittings in Building	<ul style="list-style-type: none"> <li>▶ All building wiring from the main supply to and including the switchboard</li> </ul>	Report faults to Council <ul style="list-style-type: none"> <li>▶ Pay for repairs if damage caused by misuse</li> </ul>
Light Fittings and Globes	<ul style="list-style-type: none"> <li>▶ Repair or replace faulty fittings</li> </ul>	<ul style="list-style-type: none"> <li>▶ Replace globes/lamps (energy efficient bulbs recommended)</li> <li>▶ Cost of repairs if damage caused by misuse</li> <li>▶ Cost of any additional light fittings required</li> <li>▶ Keep clean</li> </ul>
Exhaust Fans	<ul style="list-style-type: none"> <li>▶ Repair or replace faulty fittings</li> </ul>	<ul style="list-style-type: none"> <li>▶ Keep clean and operable</li> <li>▶ Pay for repairs/replacement if misuse</li> <li>▶ Installation of new equipment</li> </ul>
Power Points	<ul style="list-style-type: none"> <li>▶ Repair or replace faulty power points</li> </ul>	<ul style="list-style-type: none"> <li>▶ Cost of repairs if damage caused by misuse</li> <li>▶ Cost of any additional power points required</li> </ul>
Tag and Testing of Non-Hardwired Electrical Equipment	<ul style="list-style-type: none"> <li>▶ Tag and test hardwired building items as per legislation by a Licensed contractor</li> </ul>	<ul style="list-style-type: none"> <li>▶ Tag and test non-hardwired electrical equipment as per legislation</li> </ul>
<b>Plumbing: Any works undertaken must have written Council approval prior to works beginning and be carried out by a qualified and licensed contractor.</b>		
Plumbing and Fixtures, (including Hot Water Services)	<ul style="list-style-type: none"> <li>▶ Major maintenance</li> <li>▶ Repair and replacement costs due to age or fault</li> </ul>	<ul style="list-style-type: none"> <li>▶ Pay for repairs if misused (e.g., blocked drains)</li> <li>▶ Cost of new additional fixtures or services not standard within the building</li> </ul>
<b>Essential Services</b>		
Fire Equipment (Extinguishers, Hydrants and Hose Reels)	<ul style="list-style-type: none"> <li>▶ Installation of required equipment and servicing</li> <li>▶ Responsibility for statutory signage (e.g. emergency exits, fire safety).</li> </ul>	<ul style="list-style-type: none"> <li>▶ Report faults to Council</li> <li>▶ Cost of replacement due to misuse</li> </ul>
Emergency and Exit Lighting	<ul style="list-style-type: none"> <li>▶ Installation, maintenance, repair and replacement costs</li> <li>▶ Responsibility for statutory signage (e.g. emergency exits, fire safety).</li> </ul>	<ul style="list-style-type: none"> <li>▶ Report any faults to Council</li> <li>▶</li> </ul>

## Mansfield Shire Council Lease Agreement

Item	Council Responsibility	User Group Responsibility
Emergency Repairs and Infrastructure Renewal	<ul style="list-style-type: none"> <li>▶ Major works to replace or upgrade physical structure</li> <li>▶ Urgent safety repairs</li> </ul>	<ul style="list-style-type: none"> <li>▶ Report issues to Council immediately</li> <li>▶ Liaise with Council for long-term planning for consideration in Asset Plans and potential Capital Works budget</li> </ul>
Essential Services (incl. smoke alarms, fire exit doors)	<ul style="list-style-type: none"> <li>▶ Annual servicing and inspection of Essential Safety Measures</li> <li>▶ Responsibility for statutory signage (e.g. emergency exits, fire safety).</li> <li>▶ Ensure emergency floor plans are current</li> </ul>	<ul style="list-style-type: none"> <li>▶ Induct users on ESM items and safe usage</li> <li>▶ Ensure emergency floor plans are visible</li> </ul>
Tag and Testing of items that form part of the building	<ul style="list-style-type: none"> <li>▶ Tag and test hardwired building items as per legislation by a Licensed contractor</li> </ul>	<ul style="list-style-type: none"> <li>▶ Tag and test non-hardwired electrical equipment as per legislation</li> </ul>
<b>Security</b>		
External Locks and Keys	<ul style="list-style-type: none"> <li>▶ Maintain access to building, electrical switchboard, and meter boxes</li> <li>▶ Council to hold a set of keys for the building</li> </ul>	<ul style="list-style-type: none"> <li>▶ Installation, maintenance, repair, and replacement costs if damage caused by misuse</li> <li>▶ Ensure Council has access to building, switchboard, and meter boxes when required</li> <li>▶ Any proposed change to external locks/door hardware must be notified to Council</li> <li>▶ Report issues to Council</li> </ul>
Vandalism/ Graffiti	<ul style="list-style-type: none"> <li>▶ No responsibility except where damage exceeds Council's insurance excess (approx. \$3,000)</li> <li>▶ Council to submit claim and liaise with User Group regarding rectification and repairs</li> </ul>	<ul style="list-style-type: none"> <li>▶ Notify Council</li> <li>▶ Remove graffiti promptly</li> <li>▶ Maintenance, cleaning, and painting if damage is due to misuse;</li> <li>▶ Pay all repair costs up to Council's insurance excess if damage is due to misuse</li> </ul>
<b>Building Fabrics</b>		
Windows	<ul style="list-style-type: none"> <li>▶ Major structural maintenance</li> <li>▶ Repair or replacement due to item age or fault</li> </ul>	<ul style="list-style-type: none"> <li>▶ Repairs due to misuse</li> <li>▶ Keep clean</li> </ul>
Painting of Ceilings, Walls and Other Surfaces	<ul style="list-style-type: none"> <li>▶ External painting</li> </ul>	<ul style="list-style-type: none"> <li>▶ Repairs due to misuse</li> </ul>
Ceilings	<ul style="list-style-type: none"> <li>▶ Major structural maintenance</li> </ul>	<ul style="list-style-type: none"> <li>▶ Repairs due to misuse</li> </ul>

## Mansfield Shire Council Lease Agreement

Doors	<ul style="list-style-type: none"> <li>▶ Maintenance, repair or replacement of all external and internal doors due to age</li> <li>▶ Maintenance, repair or replacement of all internal doors including cupboard and storeroom doors</li> <li>▶ Major structural maintenance</li> </ul>	<ul style="list-style-type: none"> <li>▶ Regular cleaning and repair due to misuse.</li> <li>▶ Any changes to external locks/door hardware must be approved in writing by Council prior to works to ensure that Building Code requirements are met.</li> </ul>
Item	Council Responsibility	User Group Responsibility
Floor Surfaces and Coverings	<ul style="list-style-type: none"> <li>▶ Major structural maintenance</li> </ul>	<ul style="list-style-type: none"> <li>▶ Any repair, maintenance, upgrade and replacement costs due to misuse</li> </ul>
Roofs	<ul style="list-style-type: none"> <li>▶ All maintenance and repair costs</li> </ul>	<ul style="list-style-type: none"> <li>▶ No Responsibility</li> </ul>
Guttering	<ul style="list-style-type: none"> <li>▶ Maintenance, repair or replacement due to age or structural damage</li> <li>▶ Cleaning of gutters</li> </ul>	<ul style="list-style-type: none"> <li>▶ Repair if damage through misuse</li> </ul>
External and Internal Walls	<ul style="list-style-type: none"> <li>▶ Structural maintenance</li> <li>▶ External painting</li> <li>▶ Regular cleaning</li> <li>▶ Internal repainting as required</li> </ul>	<ul style="list-style-type: none"> <li>▶ Repair if damage through misuse</li> </ul>
Building Alterations	<ul style="list-style-type: none"> <li>▶ Assessing all requests and if approved, ensuring satisfactory completion of work, even when totally funded by the user group</li> </ul>	<ul style="list-style-type: none"> <li>▶ Seek Council approval noting heritage status of the building and additional requirements regarding this.</li> </ul>
<b>Internal Fittings</b>		
Window Coverings	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ New installation, cleaning, repair and replacement</li> <li>▶ Repairs if damage caused by misuse</li> </ul>
Heating/Cooling fixtures	<ul style="list-style-type: none"> <li>▶ Initial installation as part of capital development or major renewal</li> <li>▶ Installation of additional (or new) heating or cooling</li> <li>▶ Repair, replacement and maintenance costs including annual inspection</li> <li>▶ Maintenance, repair or replacement due to age or structural damage.</li> </ul>	<ul style="list-style-type: none"> <li>▶ Repair and replacement due to misuse</li> </ul>
<ul style="list-style-type: none"> <li>▶ Access and security systems</li> </ul>	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ Any access or security systems (including CCTV) must have prior written Council approval before installation.</li> <li>▶ Appropriate signage must be installed for CCTV in line with Privacy Legislation, and no systems are permitted in private areas (e.g., bathrooms, change rooms).</li> </ul>
<ul style="list-style-type: none"> <li>▶ Other Permanent Fixtures</li> </ul>	<ul style="list-style-type: none"> <li>▶ All maintenance and repair costs</li> </ul>	<ul style="list-style-type: none"> <li>▶ Regular cleaning; repair/replacement if damage caused by misuse</li> <li>▶ Installation of basic equipment with Council approval</li> </ul>

## Mansfield Shire Council Lease Agreement

Canteen / Kitchens (where applicable)		
Item	Council Responsibility	User Group Responsibility
Food handling areas	<ul style="list-style-type: none"> <li>▶ Initial installation, repair and replacement of basic equipment cupboards, sink and bench tops</li> </ul>	<ul style="list-style-type: none"> <li>▶ Keep clean and maintain in accordance with the Health Act</li> <li>▶ Upgrade and replacement costs</li> <li>▶ New installations at lessee cost with prior approval from Council.</li> </ul>
Stoves and cooking equipment	<ul style="list-style-type: none"> <li>▶ Initial Installation, repair and replacement of basic equipment</li> </ul>	<ul style="list-style-type: none"> <li>▶ Keep clean and maintain in operable condition</li> <li>▶ Repairs, maintenance, new installations, upgrade and replacement costs</li> </ul>
Utilities		
Water	<ul style="list-style-type: none"> <li>▶ Initial installation of water supply</li> <li>▶ Any required maintenance, repair, replacement to the facilities water supply</li> </ul>	<ul style="list-style-type: none"> <li>▶ Cost of any new internal installations</li> <li>▶ Cost of Service</li> <li>▶ Use of water-efficient appliances and equipment When installing or replacing fixtures (e.g., taps, toilets, dishwashers), choose products with high water efficiency ratings (e.g., WELS-rated appliances). Repair of leaks as soon as possible If you notice dripping taps, leaking pipes, or faulty fixtures, act quickly to prevent water waste and potential damage. Report major leaks to Council immediately.</li> <li>▶ Ensuring water-saving initiatives to conserve water</li> <li>▶ Implement measures like signage to encourage responsible water use, install aerators on taps, and avoid unnecessary water consumption during cleaning or other events.</li> </ul>
Electrical	<ul style="list-style-type: none"> <li>▶ Any required maintenance, repair, to the facilities electrical supply (including main switchboard)</li> </ul>	<ul style="list-style-type: none"> <li>▶ Cost of Service</li> </ul>
Gas	<ul style="list-style-type: none"> <li>▶ Any required maintenance, repair, replacement, or upgrade to the facilities gas supply</li> </ul>	<ul style="list-style-type: none"> <li>▶ Cost of Service</li> </ul>
Telephone, Communications & ICT Internet	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ All installation, connection, maintenance, repair, replacement, upgrade, and usage/equipment costs</li> <li>▶ Responsibility for Wi-Fi or network infrastructure and payment of service.</li> </ul>
Waste Collection	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ Put bins out for collection and bring bins in</li> </ul>

## Mansfield Shire Council Lease Agreement

(within Council garbage collection)	<ul style="list-style-type: none"> <li>▶ Pay costs associated with standard garbage and recycling collection</li> </ul>	<p>after pick up</p> <ul style="list-style-type: none"> <li>▶ Pick up rubbish around areas under agreement</li> <li>▶ Pay for additional bins or extra garbage removal if required</li> </ul>
Additional Waste and Bulk Rubbish (outside Council garbage collection)	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ Removal of all rubbish</li> <li>▶ Ensure large volumes are taken to nearest Waste Transfer Centre at User Group's cost</li> </ul>
Event or temporary structure approvals	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ If the user group installs marquees or temporary facilities, prior written Council approval is required, and the user group must ensure compliance with all relevant safety standards and regulations, including ensuring structures are securely tied down.</li> </ul>
Signage	<ul style="list-style-type: none"> <li>▶ Install, maintain and replace all essential signage</li> <li>▶ Install, maintain and replace all Council branded signage</li> </ul>	<ul style="list-style-type: none"> <li>▶ Install, maintain and replace all branded signage</li> <li>▶ Seek Council approval of any signage prior to installation</li> </ul>
Pest Control	<ul style="list-style-type: none"> <li>▶ All structural pest control i.e., Termites</li> </ul>	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>
Other equipment /facilities added by User	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ All maintenance, repair and replacement costs</li> <li>▶ Insurance of equipment and contents</li> </ul>
No Smoking	<ul style="list-style-type: none"> <li>▶ Advise User Group of Council's NO Smoking Policy</li> </ul>	<ul style="list-style-type: none"> <li>▶ Ensure no smoking or vaping occurs in the building or within 5m of any doorway or window</li> <li>▶ Display No Smoking signage</li> <li>▶ Ensure cigarette butts are picked up and disposed of properly</li> </ul>
OH&S Requirements	<ul style="list-style-type: none"> <li>▶ Issues handled with Council and User Group</li> </ul>	<ul style="list-style-type: none"> <li>▶ Notify Council</li> <li>▶ Issues handled with Council and User Group</li> </ul>
Storage of Equipment	<ul style="list-style-type: none"> <li>▶ No Responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ All equipment is to be stored in a neat and tidy manner when not in use.</li> </ul>
Insurance	<ul style="list-style-type: none"> <li>▶ Building Insurance</li> </ul>	<ul style="list-style-type: none"> <li>▶ Insurance of equipment and contents, Public Liability</li> </ul>
<b>Grounds</b>		
Landscaping	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ Projects to improve general amenity (subject to Council approval)</li> <li>▶ Installation of any new plants or trees with Council input and approval (species selection to consider drought and frost tolerance)</li> </ul>
Garden Maintenance/pruning	<ul style="list-style-type: none"> <li>▶ No responsibility</li> </ul>	<ul style="list-style-type: none"> <li>▶ Bulk green waste to be taken to nearest Waste Transfer Facility at User Group's</li> </ul>

## Mansfield Shire Council Lease Agreement

		cost
		▶ Volunteer/ community projects to improve amenity
Grass Cutting	▶ Basic maintenance to support amenity and safety	▶ Additional grass cutting as required by user groups
Pathways	▶ Develop, install and maintain	▶ Reporting maintenance issues to Council
Trees	▶ No responsibility	▶ Report any dangerous trees to Council
Reserve roads and car park	▶ Development, upgrade, repairs and maintenance	▶ Reporting maintenance issues to Council

### Notes:

- ▶ **Misuse:** Use incorrectly, mistreat or abuse.
- ▶ **Working at Height:** User Group are not permitted to undertake any works above 2.1 meters without meeting the appropriate OH&S requirements.
- ▶ **Approval:** No work may begin until written approval has been received from Council.
- ▶ **Qualified trades:** Any approved works undertaken must be carried out by a suitably qualified and licensed contractor approved by Council.
- ▶ **Asset maintenance:** If Lessee allow any installations to deteriorate to a condition that is a danger to the community or is inappropriate for a built structure in a Council reserve, it will be removed by Council and the Lessee will be charged accordingly.