

11.6 GOCUP FIRE SHED - DRAFT HEADS OF AGREEMENT - ATTACHMENT

Attachment Title:

1. Draft Heads of Agreement - Gocup Brigade

Attachment 1 - DRAFT HEADS OF AGREEMENT - GOCUP BRIGADE

Draft Heads of Agreement – Part Riverina Highland Building – 76 Capper Street, Tumut, 2720
Between: Snowy Valleys Council
And: Property NSW on behalf of Rural Fire Service Land Lease

Lessor	
Lessor Address	Smarts Road, Gocup NSW 2720
Lessee	Snowy Valleys Council 76 Capper Street, Tumut, 2720 info@svc.nsw.gov.au 1300 275 782
Lessee	Rural Fire Service Tumut FCC 76 Capper Street, Tumut
Address of Property	Part Lot 8 DP 880381 being Part Smarts Road, Tumut, 2720
Type of Property	Farm Land
Area (m2)	800-1000 m ²
Current	Gocup RFS have 2 sheds. <ul style="list-style-type: none"> • 1 is located on private property at Minjary, • 2nd is located on property with access requiring brigade members to travel past the house to get to the shed.
Purpose of relocation	<p>The purpose of the relocation for the new shed is:</p> <ul style="list-style-type: none"> • to relocate the existing Gocup 7B from behind a landowners house • Provide immediate access to a main road from the shed front • Provide the Gocup region with a safe location to meet, in the event of a major fire or event in the area. • Provide a training area for the Gocup brigade members, which includes facilities, water, power and addition fire fighting support equipment. <p>The current shed does not meet the new RFS standards as it is a single vehicle shed, with no immediate water facilities for refilling etc.</p>
Annual Rent	\$1 (excl. GST) paid Annually
Term of Lease	5 year plus a 3 x 5 year option to extend
Lease Commencement Date	1 May 2025
Lease Expiry Date	30 April 2045 option to extend 5 years
Option Term	Option One 5 years with (3 x 5 years options to extend)

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Earliest Date to Exercise Option	31 November 2029
Latest Date to Exercise Option	28 February 2030
Rent Commencement	1 June 2025
Rate of Rent /m ²	\$m ² (Total Site Area is 800-1000m ²)
Annual Rent	\$1(excl. GST) paid Annually
Outgoings (100 %) by the Lessee	<p>Lessee (RFS) is responsible for the following outgoings for the building</p> <ol style="list-style-type: none"> All Electricity consumed in the property in accordance with a pro rata account Water Gas Cleaning Plumbing maintenance Maintenance <p>The Lessor (Council / RFS) must pay all outgoings for the land on which the building is located when they fall due.</p> <p>All above charges to be paid by the Lessee (RFS) on demand.</p> <p>Administration Costs \$597.15 (GST excl.) p.a. Invoiced yearly and are to be paid to Council by the RFS as part of the administration costs for the lease.</p> <p>Costs calculated on a proportionate basis and adjusted by CPI - March Quarter — All Groups Sydney - annually on Anniversary of lease</p>
Permitted use	<ul style="list-style-type: none"> Rural Fire Service Shed Construction and maintenance, training area for the Gocup brigade members, which includes facilities, water, power and additional firefighting support equipment.
Lessor (Landowner) responsibilities	<p>The responsibility for works and maintenance to be carried out on the subject property is by the Lessee (RFS – Council).</p> <p>Lessor to provide Lessee access to the property. The Lessor and its invitees may enter the Property at reasonable time on three days' notice to view the state of repair, carry out repairs, renovations, maintenance, modifications, extensions or alterations.</p> <p>The Lessor can enter the property at any time in an emergency.</p>
Lessee (RFS Tenant) responsibilities	<ul style="list-style-type: none"> clear and full semi-trailer access to the loading ramp at all times. clear and full semi-trailer access to the hayshed. vehicular access to the land on the road side of the creek for the purposes of ongoing agricultural management.
Lessor's rights	The Lessor and its invitees may enter the Property at reasonable time on three (3) days' notice to view the state of repair, carry out repairs, renovations, maintenance, modifications, extensions or alterations.
Demolition of Property	<p>The Lessor may terminate the Lease if the Lessor wants to undertake capital works.</p> <p>3 months written notice to be provided to Lessee of capital works.</p>

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Lessor's obligation to provide access	The Lessee and its invitees may access the Property during Access Hours.
Maintenance of the Property	<p>The Lessee (Council/RFS) is responsible for:</p> <ul style="list-style-type: none"> • Structural repairs unless required due to act of negligence by the Lessee (RFS). • The replacement of any broken plumbing, electrical/wiring, gas fittings and other apparatus that are situated underground and located outside of the property. • The lessee is responsible for the replacement of any broken plumbing, electrical/wiring, gas fittings and other apparatus that are situated within the property boundary.
Yield up Property	<ul style="list-style-type: none"> • Return of Property to Lessor on Termination of Lease • Remove the Lessee's property from the Property at the Lessee's cost. • Peaceably surrender the Property to the Lessor. • Clean and free from rubbish and return to the Lessor all keys for the Property held by the Lessee. • The Lessee must make good any damage caused to the property as a result of the Lessee's removal and leave the Property
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Payment responsibilities	The Lessee will duly and punctually pay or otherwise discharge all outgoings, claims, debts, liabilities and other obligations arising out of or connected with the carrying on of the business of the Lessee upon the demised premises.
Payments to the Landlord (Lessor)	<p>The Lessee will perform and observe all and every of the terms, conditions and payment obligations expressed or implied on the Lease. Rental payments are to be made monthly (1) to the Lessor.</p> <p>Should Lessee fail to pay any moneys payable hereunder on the due dates or within twenty-one (21) days thereafter or if the Lessee or either of them shall be in default in accordance with the draft lease.</p>
Prohibited Activities	The Lessee will not use or permit to be used the premises in any noxious noisy, immoral or offensive manner and or permit on the premises anything which in the opinion of the Lessor may be or become a nuisance, disturbance or cause of damage to the Lessor or its tenants or the occupiers of adjoining premises and will not hold or suffer or permit to be held any auction sale on the demised premises.
Operational Responsibilities	<p>The Lessee shall not deem or omit any act, matter or thing which might be detrimental to the maintenance of the goodwill of the Council.</p> <p>The Lessee shall carry on the business by themselves and their employees in a professional and courteous manner.</p>
Compliance relevant laws legislation	For the duration of the lease the Lessee will observe, perform and keep all provisions of all licences, industrial / WHS laws, public health compliance and retail laws and all other Acts, regulations and Ordinances or other laws or requirements of all required authorities relating to affecting the premises and/or the conduct of the business or the employees therein.
Work Health and Safety	The Lessee must comply with all Work, Health and Safety Legislation during the handover and decommissioning process

Tenant	<u>Snowy Valleys Council</u>	Lessor	_____
Signed	_____	Signed	_____
Name	_____	Name	_____
Position	_____	Position	_____
Organisation	_____	Organisation	_____
Date	_____	Date	_____