

# MEMORANDUM OF UNDERSTANDING

## 1. PARTIES

THE COUNCIL OF THE CITY OF SHOALHAVEN ("Council") of City Administrative Centre, Bridge Road, Nowra

ABORIGINAL ADVISORY COMMITTEE ("AAC") of <Insert address of AAC>

## 2. PREAMBLE

- 2.1 Council has vacant Property located within level 3 of the Arts Centre located at 12 Berry Street, Nowra, shown on the plan annexed hereto and marked "A" ("the Property").
- 2.2 Council has decided to offer the vacant space to the Aboriginal Advisory Committee on the terms and conditions contained herein.

## 3. PURPOSE OF THIS MEMORANDUM

- 3.1 This Memorandum sets out the terms and conditions of the occupation of the Property by the AAC.

## 4. PERMITTED USE OF PROPERTY

- 4.1 AAC agree to use the Property for the purpose of a meeting place, arts display area, cultural gathering space, workshop / training space and any other purpose agreed in writing between the parties.

## 5. CONDITIONS OF OCCUPATION

- 5.1 The parties agree that the occupation of the Property is for a period of twelve (12) months only commencing on 1 September 2014 and terminating on 31 August 2015.
- 5.2 With respect to the occupation of the Property, AAC agree to take care of the Property and keep it in a clean condition and in particular:

- 5.2.1 Not to make alterations or additions to the Property, including the erection of any sign or antenna, without the prior written consent of Council;
- 5.2.2 To do no decorating that involves marking, defacing or painting any part of the Property without the prior written consent of Council;
- 5.2.3 To put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 5.2.4 To keep no animals or birds on the Property without the prior written consent of Council;
- 5.2.5 To ensure that rubbish is not accumulated on the Property and to cause all trade refuse to be removed regularly in a manner acceptable to Council;
- 5.2.6 To ensure that nothing is done that might prejudice any insurance policy, which Council has in relation to the Property; and
- 5.2.7 To notify Council promptly of any loss, damage or defect in the Property;
- 5.2.8 To notify Council promptly of any infectious disease or the presence of rats, cockroaches or similar pests in, on or within the Property.
- 5.2.9 To at all times maintain and keep the Property in good and substantial repair (subject to fair wear and tear) together with all things erected or placed in the Property by Council.
- 5.2.10 To give back the Property to Council at the expiry of the period in a good state of repair and working order having regard to their condition at the commencement of the period, fair wear and tear accepted, clean and free of rubbish.

5.3 With respect to the repair and maintenance of the Property:

- 5.3.1 Council agrees to maintain the structural integrity of the building including:
  - 5.3.1.1 Roof
  - 5.3.1.2 Floor (but not floor coverings)
  - 5.3.1.3 Internal and external walls and ceilings

- 5.3.1.4 Brickwork
- 5.3.1.5 Structural steel
- 5.3.1.6 Metalwork facades
- 5.3.1.7 Door and window frames
- 5.3.1.8 Resealing of carpark surfaces
- 5.3.1.9 Investigating and carrying out work to remedy any structural defect or carrying out any structural repair where such defect or repair is caused by the way the Lessee uses the Property
- 5.3.1.10 Investigating and carrying out work required for the upgrading of the Property to meet statutory requirements where such requirements are applicable solely due to the way the Lessee uses the Property.

5.3.2 AAC agrees to complete all reactive and ongoing maintenance and repairs, including:

- 5.3.2.1 Internal paint and plasterwork
- 5.3.2.2 Fixtures and fittings
- 5.3.2.3 Plumbing such as blocked toilets, leaking taps and cisterns
- 5.3.2.4 Electrical equipment and fixtures such as replacement of broken light fittings, globes, GPOs and light switches
- 5.3.2.5 Windows due to broken panes, leaks and faulty fittings
- 5.3.2.6 Any part of the Property due to acts of vandalism or malicious damage including graffiti and break ins but excluding structural work
- 5.3.2.7 Tiling and mirrors
- 5.3.2.8 Floor coverings
- 5.3.2.9 Counters, kitchen appliances, office furniture and fit outs of same
- 5.3.2.10 Lockers, cupboards and storage structures
- 5.3.2.11 Internal and external blinds and awnings

5.3.2.12 Replacing ceiling, wall and floor tiles other than replacement due to structural matters

5.3.2.13 Provision of additional equipment including IT equipment

5.3.2.14 Any and all alterations including internal paintwork and décor

5.3.2.15 Floor polishing and carpet cleaning

5.3.2.16 Cleaning of all areas within the Property

5.3.2.17 Garbage removal

## **6. HIRING OF FACILITY**

6.1 The AAC are authorised to hire the facility on the following conditions:

6.1.1 AAC are to advise Council of the hirers name, the contact details of the hirer and the fee to be charged;

6.1.2 All monies paid to Council through the hire of the AAC space is to be allocated into the nominated AAC budget number;

6.2 At the time Council are advised of the hire of the facility, Council will issue a tax invoice to the hirer in accordance with the information provided by AAC as set out in 6.1.1 above.

## **7. HOURS OF OCCUPATION**

7.1 The AAC agree not to allow any persons to reside on the Property or permit any other person to reside on the Property.

7.2 The AAC agree not to allow any persons to occupy the Property outside the hours of 9.00 am and 5.00 pm, without the prior written consent of Council.

## **8. SCOPE OF CO-OPERATION**

8.1 The parties shall collaborate with each other to achieve the Memorandum's purpose.

- 8.2 AAC agrees to cooperate with Council and any other parties necessary to ensure the shared use of the Recording Studio and optimal utilisation such.

## **9. DURATION AND VARIATION**

- 9.1 This Memorandum shall commence on the date of execution by all parties and end on 30 June 2015.
- 9.2 All parties acknowledge the importance of ensuring that this Memorandum remains relevant to them and each party shall consult with the other party to ensure that it remains effective.
- 9.3 Variations can be made to the Memorandum, in writing and signed by both parties, at this time this Memorandum will be read as if the variation was part of the Memorandum.

## **10. SIGNATURES**

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For and on behalf of The Council of the City of Shoalhaven

Name:

Authority:

The Council of the City of Shoalhaven

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For and on behalf of the Aboriginal Advisory Committee

Name:

Authority:

Aboriginal Advisory Committee

## **Annexure “A” – The Property**

### **Arts Centre - Level 3, 12 Berry Street Nowra**





**Junction Court  
Event Closure Signage Plan**



**Location 1**



**Location 2**



**Location 3**



**Location 4**







**Proposed No Parking zone extension  
8am-9.30am 2.30pm-4pm School Days,  
Plunkett St, Nowra**

**TRAF 2014/20**