

Pittwater Council Agenda

Council Meeting

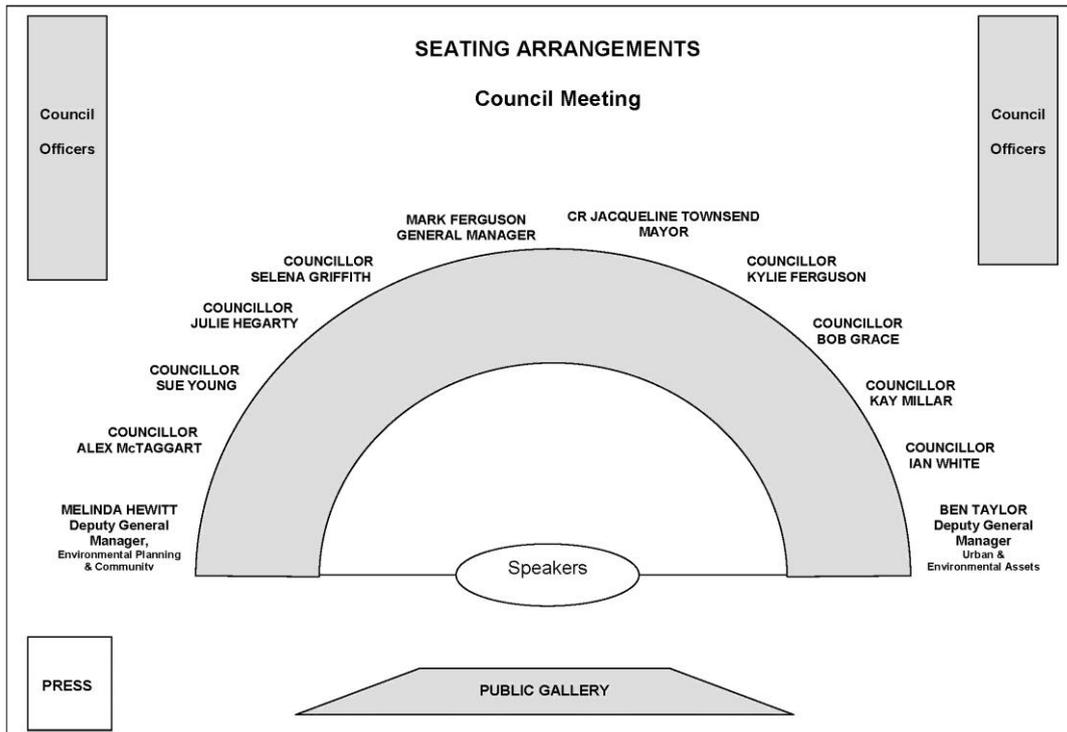
Notice is hereby given that a Council Meeting of Pittwater Council will be held at Mona Vale Memorial Hall on

21 December 2015

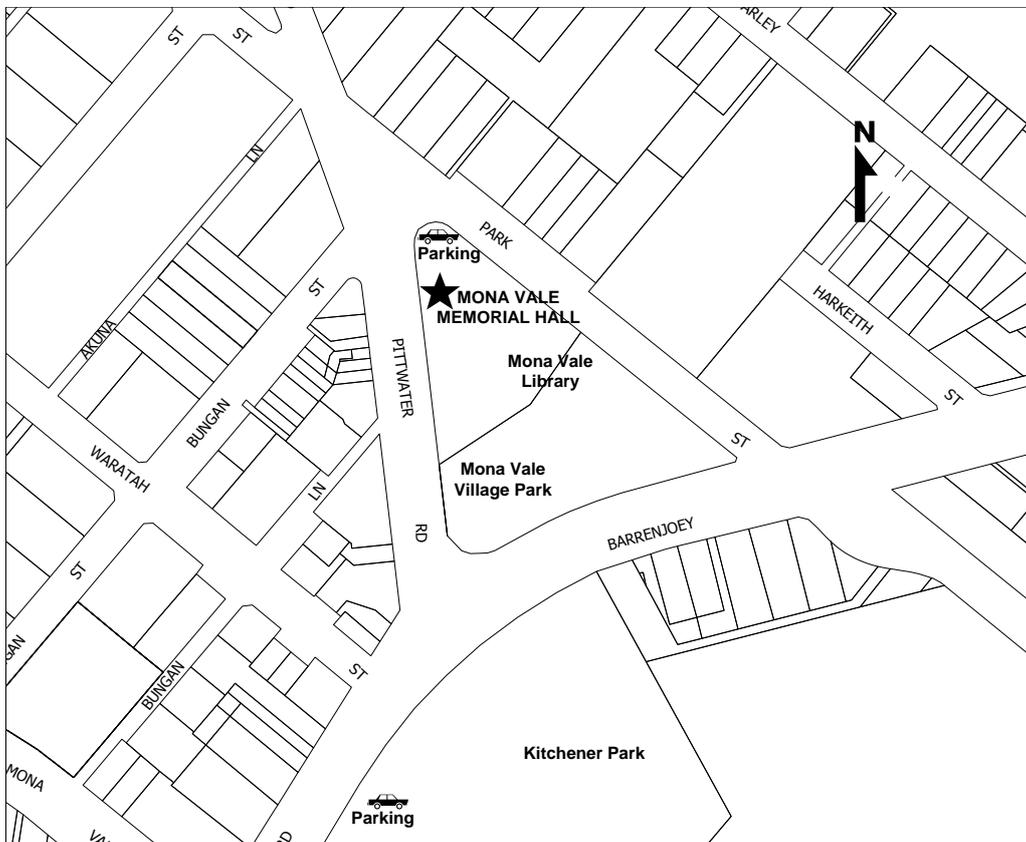
Commencing at 6.30pm for the purpose of considering the items included on the Agenda.

Mark Ferguson
GENERAL MANAGER

Seating Arrangements



Meeting Location



All Pittwater Council's Agenda and Minutes are available on the Pittwater website at www.pittwater.nsw.gov.au

Acknowledgement of Country

Pittwater Council honours and respects the spirits of the Guringai people.

Council acknowledges their traditional custodianship of the Pittwater area.

Statement of Respect

Pittwater Council promotes and strives to achieve a climate of respect for all and endeavours to inspire in our community shared civic pride by valuing and protecting our unique environment, both natural and built, for current and future generations.

We, the elected members and staff of Pittwater Council, undertake to act with honesty and integrity, to conduct ourselves in a way that engenders trust and confidence in the decisions we make on behalf of the Pittwater Community.

IMPORTANT NOTE FOR COUNCILLORS

The Council has received Confidential Advice in relation to the matters listed below which is attached as **Appendix 1 to Councillor's Agenda on yellow paper**. It is important that Councillors read these documents prior to determining the matters. Should the Council wish to consider the Confidential Advice during the course of the meeting, the following procedure should be followed:

1. Any persons wishing to address the Council are invited to address the Council in Open Session, so that the general (non-confidential) issues relating to the matter are debated in Open Session.
2. Should the Council wish to consider the Confidential Advice at any time during the debate, the Council should resolve into Committee of the Whole in Closed Session in accordance with Section 10A(2)(d) and (g) of the Local Government Act 1993, and debate the Confidential Advice and any related issues in a Closed Forum, with the Press and Public excluded. The Council does not have to make any resolution whilst in Committee of the Whole in Closed Session.
3. Following conclusion of the Confidential discussion concerning the Confidential Advice the Council should resolve back into Open Session to continue the debate as required, excluding any reference to the Confidential Advice. Once again it is noted that the debate in Open Session should centre around the general (non-confidential) issues associated with the matter.
4. The Council should then determine the matter in Open Session.

The Reports on the items below are listed in Open Session in the Agenda:

Item No	Item	Page No
C11.2	Tender T07_15 - Cleaning of Council Community Centres	24
C11.3	Proposed Licence Agreement over portion of Narrabeen Golf Driving Range	28

Mark Ferguson
GENERAL MANAGER

Council Meeting

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Appendix 1 – Confidential Advice		

CONFIDENTIAL CLAUSE

This report is **CONFIDENTIAL** in accordance with Section 10A(2)(d) and (g) of the Local Government Act 1993, which permits the Council to close the meeting to the public for business relating to the following: -

- (d) Commercial information of a confidential nature that would, if disclosed:-
 - prejudice the commercial position of the person who supplied it; or
 - confer a commercial advantage on a competitor of the Council; or
 - reveal a trade secret.
- (g) Advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

Confidential Tender Evaluation Tender T07_15 Cleaning of Council Community Centres

Confidential - Proposed licence over portion of Narrabeen Golf Driving Range

**The Senior Management Team
has approved the inclusion of
all reports in this agenda.**

Council Meeting

Presentation of Outstanding Service Awards to Councillors

Outstanding Service Awards will be presented to Cr Julie Hegarty and Cr Bob Grace in appreciation of 20 years as a member of Pittwater Council.

1.0 Public Forum

GUIDELINES FOR RESIDENTS - PUBLIC FORUM

Objective

The purpose of the Public Forum is to gain information or suggestions from the community on new and positive initiatives that Council can consider in order to better serve the Pittwater community.

- The Public Forum is not a decision making forum for the Council;
- Residents should not use the Public Forum to raise routine matters or complaints. Such matters should be forwarded in writing to Council's Customer Service Centres at Mona Vale or Avalon where they will be responded to by appropriate Council Officers;
- There will be no debate or questions with, or by, Councillors during/following a resident submission;
- Council's general meeting procedures apply to Public Forums, in particular, no insults or inferences of improper behaviour in relation to any other person/s is permitted;
- No defamatory or slanderous comments will be permitted. Should a resident make such a comment, their submission will be immediately terminated by the Chair of the Meeting;
- Up to 20 minutes is allocated to the Public Forum;
- A maximum of 1 submission per person per meeting is permitted, with a maximum of 4 submissions in total per meeting;
- A maximum of 5 minutes is allocated to each submission;
- Public submissions will not be permitted in relation to the following matters:
 - Matters involving current dealings with Council (e.g. development applications, contractual matters, tenders, legal matters, Council matters under investigation, etc.);
 - Items on the current Council Meeting agenda;
- The subject matter of a submission is not to be repeated by a subsequent submission on the same topic by the same person within a 3 month period;
- Participants are not permitted to use Council's audio visual or computer equipment as part of their submission. However, photographs, documents etc may be circulated to Councillors as part of the submission;
- Any requests to participate in the Public Forum shall be lodged with Council staff by 12 noon on the day of the Council Meeting. To register a request for a submission, please contact Warwick Lawrence, phone 9970 1112.

Mark Ferguson
GENERAL MANAGER

2.0 Resident Questions

RESIDENT QUESTION TIME

Objective

The purpose of Resident Question Time is to provide the community with a forum to ask questions of the elected Council on matters that concern or interest individual members of the community.

The following guidelines apply to any person addressing a Council / Committee meeting in relation to a Resident Question:

- 1. Residents Question Time is conducted at the commencement of the second Council Meeting of the month and prior to the handling of General Business.*
- 2. A maximum of 10 minutes is allocated to Residents Question Time.*
- 3. Each Resident is restricted to two (2) questions per meeting.*
- 4. All questions are to be in writing or made electronically and lodged with the General Manager no later than 6.15pm on the day of the Council meeting at which it is to be considered.*
- 5. Questions must be precise and succinct and free of ambiguity and not contain any comments that may be offensive, defamatory or slanderous in any way.*
- 6. A brief preamble may accompany the question to clarify the issue however only the actual question will be included in the minutes of the Council meeting.*
- 7. Responses to residents questions made at the meeting will also be included in the minutes of the Council meeting.*
- 8. Resident's questions taken on notice shall be the subject of a report to Council setting out both the question and response and shall be included in the agenda at the second meeting of the month following the resident's question.*
- 9. There will be no debate or questions with, or by, Councillors during / following a resident question and response.*

3.0 Apologies

Apologies must be received and accepted from absent Members and leave of absence from the Council Meeting must be granted.

4.0 Declarations of Pecuniary and Conflict of Interest including any Political Donations and Gifts

Councillors are advised of the following definitions of a "pecuniary" or "conflict" of interest for their assistance:

* Section 442 of the Local Government Act, 1993 states that a "pecuniary" interest is as follows:

"(1) [Pecuniary interest] A Pecuniary interest is an interest that a person has in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to the person or another person with whom the person is associated.

(2) [Remoteness] A person does not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision the person might make in relation to the matter."

Councillors should reference the Local Government Act, 1993 for detailed provisions relating to pecuniary interests.

* Council's Code of Conduct states that a "conflict of interest" exists when you could be influenced, or a reasonable person would perceive that you could be influenced by a personal interest when carrying out your public duty.

Councillors are also reminded of their responsibility to declare any Political donation or Gift in relation to the Local Government & Planning Legislation Amendment (Political Donations) Act 2008.

* A reportable political donation is a donation of:

- \$1,000 or more made to or for the benefit of the party, elected member, group or candidate; or
- \$1,000 or more made by a major political donor to or for the benefit of a party, elected member, group or candidate, or made to the major political donor; or
- Less than \$1,000 if the aggregated total of the donations made by the entity or person to the same party, elected member, group, candidate or person within the same financial year (ending 30 June) is \$1,000 or more.

5.0 Confirmation of Minutes

"Councillors are advised that when the confirmation of minutes is being considered, the only question that can arise is whether they faithfully record the proceedings at the meeting referred to. A member of a council who votes for the confirmation of the minutes does not thereby make himself a party to the resolutions recorded: **Re Lands Allotment Co (1894) 1 Ch 616, 63 LJ Ch 291.**"

Minutes of the Council Meeting held on 7 December 2015.

6.0 Public Addresses

The following guidelines apply to any person addressing a Council / Committee meeting in relation to an item on the Council / Committee meeting agenda:

1. *A member of the public may be granted leave to address a meeting of Council or a Committee, where such a request is received by the General Manager no later than 3.00pm on the day of the meeting. This is subject to:*
 - (a) *A maximum of up to six speakers may address on any one item, with a maximum of three speakers in support of the recommendation in the report, and three speakers in opposition.*
 - (b) *A limitation of three minutes is allowed for any one speaker, with no extensions.*
 - (c) *An objector/s to a development application is to speak first with the applicant always being given the right to reply.*

Exceptions to these requirements may apply where:

- (a) *The Meeting specifically requests that a person be interviewed at a meeting.*
 - (b) *The Meeting resolves that a person be heard at the meeting without having given prior notice to the General Manager*
2. *Once a public/resident speaker has completed their submission and responded to any Councillor questions, they are to return to their seat in the public gallery prior to the formal debate commencing.*
3. *No defamatory or slanderous comments will be permitted. Should a resident make such a comment, their address will be immediately terminated by the Chair of the meeting.*
4. *Council's general meeting procedures apply to Public Addresses, in particular, no insults or inferences of improper behaviour in relation to any other person is permitted.*
5. *Residents are not permitted to use Council's audio visual or computer equipment as part of their address. However, photographs, documents etc may be circulated to Councillors as part of their address.*

7.0 Councillor Questions with Notice

8.0 Mayoral Minutes

Nil.

9.0 Business by Exception

Items that are dealt with by exception are items where the recommendations contained in the reports in the Agenda are adopted without discussion.

10.0 Council Meeting Business

Nil.

Leading and Learning Committee

11.0 Leading and Learning Committee Business

C11.1 Power of Attorney – Fixing of Seal to Documents

Meeting: Council

Date: 21 December 2015

COMMUNITY STRATEGIC PLAN STRATEGY: Corporate Management

COMMUNITY STRATEGIC PLAN OBJECTIVE:

- To provide leadership through ethical, accountable and legislative decision-making processes
- To ensure effective and cooperative management by providing equitable and transparent business processes

DELIVERY PROGRAM ACTION:

To effectively manage Council's corporate governance responsibilities.

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY

To revoke the previous Power of Attorney granted to the previous Directors of Council namely, Mr Steve Evans and Mr Chris Hunt and to grant Power of Attorney to the newly appointed Deputy General Managers namely, Ms Melinda Hewitt and Mr Ben Taylor.

2.0 RECOMMENDATION

1. *That Council revoke the Power of Attorney as authorised at the Council meeting held on 16 June 2008 and grant a Power of Attorney to the General Manager, Mr Mark Ferguson, Deputy General Manager-Urban and Environmental Assets, Mr Ben Taylor and Deputy General Manager-Environmental Planning and Community, Ms Melinda Hewitt to execute documents, dealings and instruments relating to the matters detailed in the schedule of the Instrument attached to this report.*
 2. *That the Seal of Council be affixed to the Power of Attorney.*
 3. *That the Power of Attorney be registered with the Land and Property Information office.*
-

3.0 BACKGROUND

3.1 PURPOSE

To seek Council's approval to transfer Power of Attorney from Council's previous Directors, Mr Chris Hunt and Mr Steve Evans to Council's newly appointed Deputy General Managers, Mr Ben Taylor and Ms Melinda Hewitt so that decisions of the Council, which normally require the execution of documents under seal, can be implemented expeditiously.

3.2 BACKGROUND

The 1993 Local Government Act and regulations prevent the Council from delegating authority to the General Manager to make an order authorising the Seal of the Council to be affixed to documents. The administration of Council decisions is accordingly impeded by the requirement of a specific resolution authorising the Seal to be affixed to a document associated with the decision.

Delays can occur in the Council executing a document until a specific resolution of the Council is obtained authorising the Seal to be fixed to a particular document which, from either the Council's or the other party's interests, can be a disadvantage both commercially and in the public interest.

Previous legal advice advised that neither the Local Government Act nor the Interpretation Act provide that execution under seal is the only method by which documents can be executed by a statutory corporation such as a local council. The legal advice says that the general law permits bodies corporate (which includes Council) to appoint attorneys to execute documents on behalf of the corporation. The Powers of Attorney Act, 2003, provides that where a prescribed power of attorney is created, the prescribed power of attorney confers on the attorney the authority to do, on behalf of the principal, anything that the principal could lawfully authorise the attorney to do. The advice further advised that Councils can appoint attorneys to execute documents on behalf of the Council in all circumstances except where the documents are for some other reason required to be executed under seal.

If the document to be executed is a conveyance or deed affecting land, section 52 of the Powers of Attorney Act requires the power of attorney to be registered, and accordingly, a recommendation to this effect is included in the report.

At the Ordinary meeting of the Council held on 16 June 2008 Council granted Power of Attorney to the General Manager as well as Mr Chris Hunt and Mr Steve Evans as part of the Senior Management Team.

As a consequence of the retirement of Mr Steve Evans and the impending retirement of Mr Chris Hunt in February 2016 there is a need to revoke the previous Power of Attorney and, at the General Manager's request, to grant Power of Attorney to the new members of the Senior Management Team.

3.3 POLICY IMPLICATIONS

- Council has an existing Power of Attorney in place which was authorised by Council at its meeting held on 16 June 2008.

3.4 RELATED LEGISLATION

- The Local Government Act 1993 precludes Council from affixing the Common Seal of the Council without a specific resolution to do so.
- Section 52 of the Powers of Attorney Act requires the Power of Attorney to be registered.

3.5 FINANCIAL ISSUES

3.5.1 Budget

- The cost of undertaking the revocation and registering of a Power of Attorney is estimated to be in the order of \$600 to \$700.

3.5.2 Resources Implications

- There are no resource implications

4.0 KEY ISSUES

- Council is required to revoke the previous Power of Attorney and to formally register the new Power of Attorney at the Land and Property Information office.
- The granting of a Power of Attorney will assist staff to progress matters quickly and efficiently whereby the affixing of the Common Seal is required on documents whereby an approved dealing has already been approved by the Council.

5.0 ATTACHMENTS / TABLED DOCUMENTS

Attachment 1: Draft Power of Attorney

6.0 SUSTAINABILITY ASSESSMENT

6.1 GOVERNANCE & RISK

6.1.1 Community Engagement

There is no requirement to consult the community on this matter.

6.1.2 Risk Management

- Council will reduce its reputational risk by having in place a Power of Attorney which will assist in finalising matters which require a document to be signed under the Council's Common Seal in a timely manner.
- Council keeps a register of documents signed under the Power of Attorney to ensure that it is used legitimately.

6.2 ENVIRONMENT

6.2.1 Environmental Impact

- This matter has no environmental impact.

6.3 SOCIAL

6.3.1 Address Community Need & Aspirations

- There is a public expectation that Council will deal with urgent matters in an efficient and timely manner. The appointment of a Power of Attorney will assist staff in meeting this expectation.

Report prepared by

Warwick Lawrence
MANAGER, ADMINISTRATION & GOVERNANCE

GENERAL POWER OF ATTORNEY

Part 1

THIS POWER OF ATTORNEY is made on the _____ day of _____ 2015
By PITTWATER COUNCIL (the Council) of 12/5 Vuko Place, Warriewood NSW

1. The Council hereby appoints Mark Ferguson, General Manager; Ben Taylor, Deputy General Manager - Urban and Environmental Assets and Melinda Hewitt, Deputy General Manager-Environmental Planning and Community of the Council (or any equivalent change in title), to be its attorneys (jointly and severally) to exercise, subject to any conditions and limitations specified in Part 2 of this Instrument, the authority conferred on them by the Powers of Attorney Act, 2003 to do on the Council's behalf anything it may lawfully authorise an attorney to do.

Part 2

CONDITIONS AND LIMITATIONS

This Power of Attorney is limited to the execution of documents set out in the Schedule which:

- a) Give effect to resolutions of the Council where resolutions are required for the execution of a function; or
- b) Give effect to functions, which have been delegated by the Council to the General Manager.

THE SCHEDULE

1. The transfer, creation, acquisition, disposal or extinguishment of any interest in land.
2. Creation, disposal, extinguishment or acquisition of any right, obligation or interest other than in land.
3. Contracts for works, services and/or supply of goods.

IN WITNESS WHEREOF the Council has hereunto set its Seal on the abovementioned matter.

The **Seal of PITTWATER COUNCIL**)
 was hereunto affixed on the)
 day of December 2015
 In pursuance of a resolution made by the)
 Council on the 21st day of December 2015)

.....

Mayor

.....

General Manager

C11.2 Investment Balances as at 30 November 2015

Meeting: Leading and Learning Committee

Date: 21 December 2015

COMMUNITY STRATEGIC PLAN STRATEGY: Corporate Management

COMMUNITY STRATEGIC PLAN OBJECTIVE:

- To Ensure Council's Future Financial Sustainability

DELIVERY PROGRAM ACTION:

- To Provide Effective Investment of Council's Funds
-

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY

- The net investment return as at 30 November 2015 is \$443,819.
 - All investments have been made in accordance with the NSW Local Government Act, 1993, the Local Government (General) Regulations and Council's Investment Policy.
-

2.0 RECOMMENDATION

That the information provided in the report be noted.

3.0 BACKGROUND

3.1 PURPOSE

To provide Council and the Community with information concerning Council's monetary investments

3.2 BACKGROUND

As provided for in Regulation 212 of the Local Government (General) Regulation, 2005, a report listing Council's investments must be presented.

3.3 POLICY IMPLICATIONS

Council's Investment Policy (No 143)

3.4 RELATED LEGISLATION

Regulation 212 of the Local Government (General) Regulation, 2005, states that a report listing Council's investments must be presented. The responsible Accounting Officer certifies that all investments have been made in accordance with Section 625 of the NSW Local Government Act, 1993, the Local Government (General) Regulations and Council's Investment Policy (No 143).

3.5 FINANCIAL ISSUES

3.5.1 Budget

- The net investment return as at 30 November 2015 is \$443,819
- The projected investment return budget for the financial year (subject to quarterly budget review) is \$1,119,938

3.5.2 Resources Implications

Nil Implication

4.0 KEY ISSUES

4.1 MONTHLY RETURN

Investment return for the month of November 2015:	
Term deposits interest income:	\$89,306
Net investment return for November 2015:	\$89,306

YEAR TO DATE RETURN

Investment return year to date November 2015:	
Term deposits interest income:	\$443,819
Net investment return year to date:	\$443,819

Projected investment return budget for financial year: \$1,119,938

4.2 PERFORMANCE OF COUNCIL'S PORTFOLIO FOR THE LAST FIVE YEARS

Annual return of Council's portfolio for the last five years:

Year to	Net Return	Return on average funds invested
June 2012	\$1,679,693	6.4%
June 2013	\$1,656,908	4.8%
June 2014	\$1,227,105	3.8%
June 2015	\$1,150,799	3.3%
November 2015	\$443,819	2.9%
Projected Budget	\$1,119,938	2.9%

5.0 ATTACHMENTS / TABLED DOCUMENTS

Attachment 1: Investment Balance Table and Associated Graphs

6.0 SUSTAINABILITY ASSESSMENT

6.1 GOVERNANCE & RISK

6.1.1 Community Engagement

Not Applicable

6.1.2 Risk Management

Investments and Interest Income form a part of Council's 2015/16 Budget. Investment risk is mitigated by Council's conservative portfolio structure and compliance with associated legislation and regulations.

6.2 ENVIRONMENT

6.2.1 Environmental Impact

Not Applicable

6.2.2 Mitigation Measures

Not Applicable

6.3 SOCIAL

6.3.1 Address Community Need & Aspirations

Not Applicable

6.3.2 Strengthening Local community

Not Applicable

6.4 ECONOMIC

6.4.1 Economic Development

Investments and Interest Income form a part of Council's 2015/16 Budget.

Report prepared by
Renaë Wilde, Senior Project Accountant

Mark Jones
CHIEF FINANCIAL OFFICER



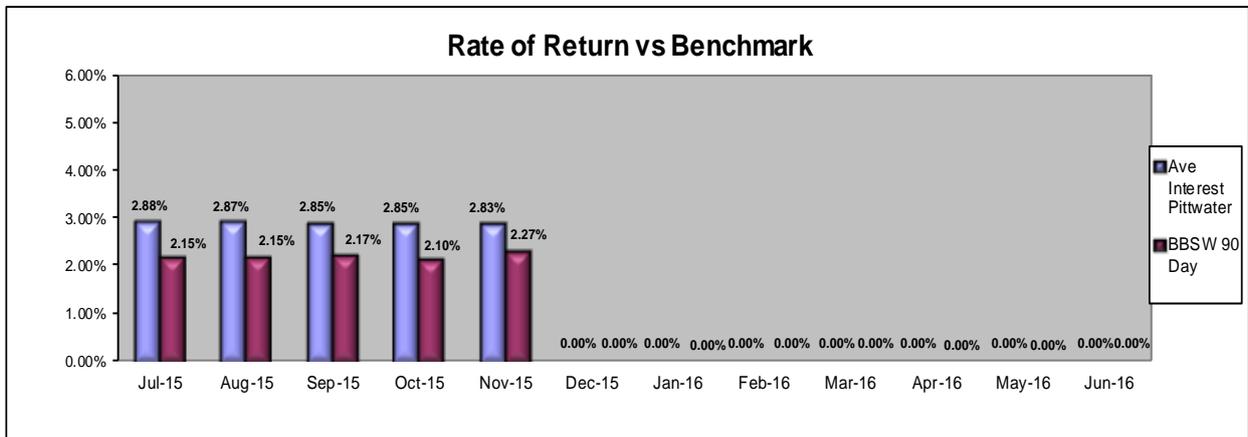
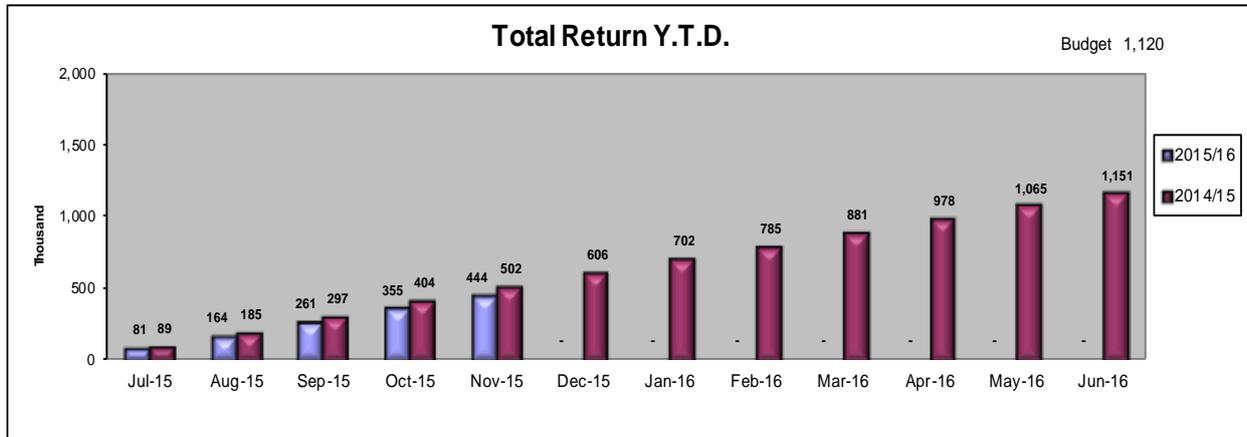
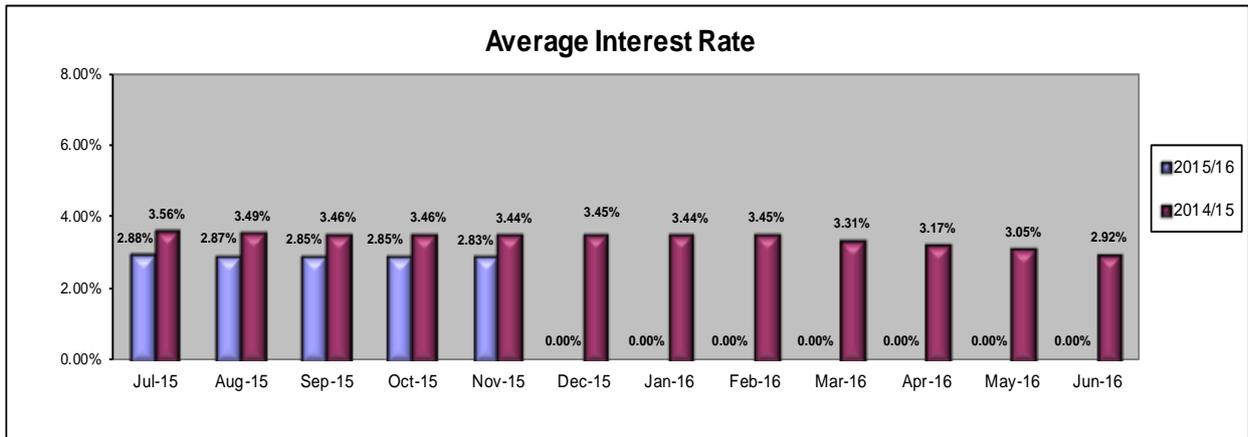
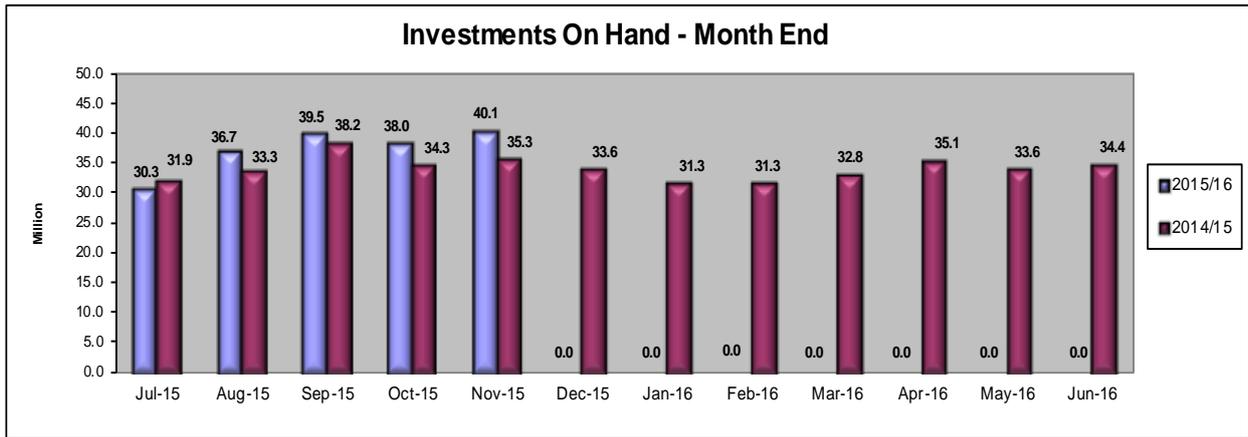
PITTWATER COUNCIL

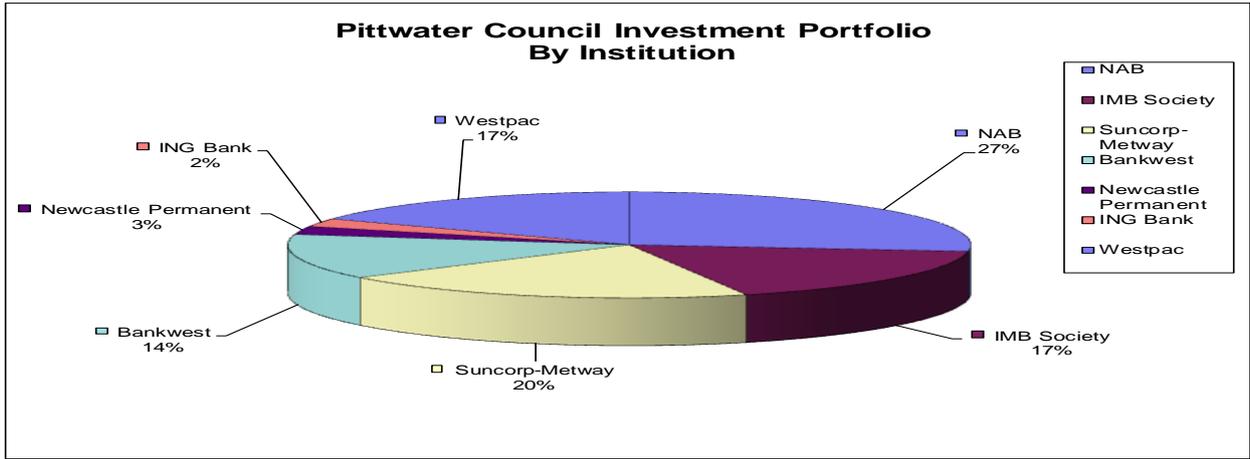
INVESTMENT BALANCES

As at 30th November 2015

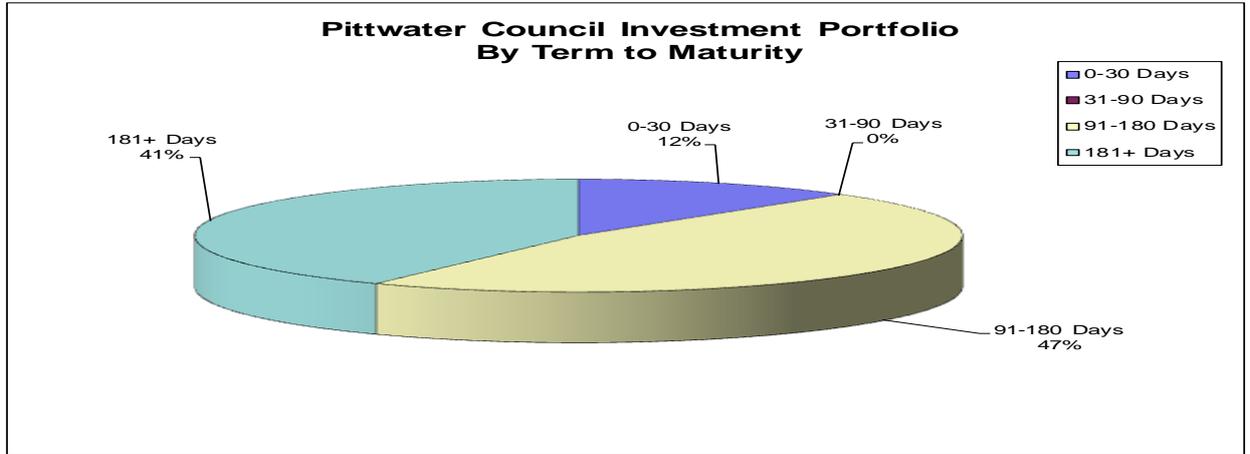
TYPE	INSTITUTION	Rating	AMOUNT \$	DATE INVESTED	MATURITY DATE	TERM (DAYS)	INTEREST RATE	
At Call	NAB	AA-	4,800,000.00 *	At Call	At Call	1	2.50%	
At Call Total			4,800,000.00					
Term Dep	IMB Society	BBB+	1,000,000.00	4-Aug-15	1-Feb-16	181	2.85%	
Term Dep	IMB Society	BBB+	1,000,000.00	10-Aug-15	25-Jan-16	168	2.78%	
Term Dep	IMB Society	BBB+	500,000.00	24-Aug-15	18-Jan-16	147	2.75%	
Term Dep	IMB Society	BBB+	1,000,000.00	31-Aug-15	29-Feb-16	182	2.80%	
Term Dep	IMB Society	BBB+	1,000,000.00	2-Sep-15	7-Mar-16	187	2.80%	
Term Dep	IMB Society	BBB+	1,000,000.00	2-Sep-15	4-Apr-16	215	2.80%	
Term Dep	IMB Society	BBB+	500,000.00	8-Sep-15	29-Mar-16	203	2.80%	
Term Dep	IMB Society	BBB+	1,000,000.00	6-Oct-15	18-Apr-16	195	2.80%	
Investee Total			7,000,000.00					
Term Dep	Suncorp-Metway	A+	500,000.00	15-Jun-15	14-Dec-15	182	2.95%	
Term Dep	Suncorp-Metway	A+	1,000,000.00	29-Jun-15	21-Dec-15	175	3.00%	
Term Dep	Suncorp-Metway	A+	1,000,000.00	10-Aug-15	8-Feb-16	182	2.81%	
Term Dep	Suncorp-Metway	A+	1,000,000.00	13-Aug-15	15-Feb-16	186	2.87%	
Term Dep	Suncorp-Metway	A+	750,000.00	20-Aug-15	22-Feb-16	186	2.90%	
Term Dep	Suncorp-Metway	A+	500,000.00	2-Sep-15	7-Mar-16	187	2.84%	
Term Dep	Suncorp-Metway	A+	500,000.00	8-Sep-15	29-Mar-16	203	2.90%	
Term Dep	Suncorp-Metway	A+	1,000,000.00	14-Sep-15	11-Apr-16	210	2.85%	
Term Dep	Suncorp-Metway	A+	750,000.00	23-Nov-15	23-May-16	182	2.85%	
Term Dep	Suncorp-Metway	A+	1,000,000.00	30-Nov-15	30-May-16	182	3.00%	
Investee Total			8,000,000.00					
Term Dep	Bankwest	AA-	1,000,000.00	31-Aug-15	4-Jan-16	126	2.75%	
Term Dep	Bankwest	AA-	1,000,000.00	8-Sep-15	21-Mar-16	195	2.80%	
Term Dep	Bankwest	AA-	500,000.00	21-Sep-15	1-Feb-16	133	2.85%	
Term Dep	Bankwest	AA-	1,000,000.00	13-Oct-15	8-Feb-16	118	2.90%	
Term Dep	Bankwest	AA-	1,000,000.00	26-Oct-15	21-Mar-16	147	2.85%	
Term Dep	Bankwest	AA-	1,000,000.00	16-Nov-15	14-Mar-16	119	2.90%	
Investee Total			5,500,000.00					
Term Dep	Newcastle Permanent	BBB+	1,000,000.00	8-Jul-15	4-Jan-16	180	2.90%	
Investee Total			1,000,000.00					
Term Dep	Westpac	AA-	750,000.00	7-Aug-15	21-Dec-15	136	2.90%	
Term Dep	Westpac	AA-	750,000.00	10-Aug-15	14-Dec-15	126	2.89%	
Term Dep	Westpac	AA-	1,000,000.00	17-Aug-15	11-Jan-16	147	2.88%	
Term Dep	Westpac	AA-	750,000.00	31-Aug-15	18-Jan-16	140	2.87%	
Term Dep	Westpac	AA-	500,000.00	2-Sep-15	25-Jan-16	145	2.85%	
Term Dep	Westpac	AA-	1,000,000.00	2-Nov-15	21-Mar-16	140	2.82%	
Term Dep	Westpac	AA-	1,000,000.00	16-Nov-15	15-Feb-16	91	2.97%	
Term Dep	Westpac	AA-	1,000,000.00	23-Nov-15	23-Feb-16	92	3.00%	
Investee Total			6,750,000.00					
Term Dep	ING Bank	A-	1,000,000.00	2-Nov-15	2-May-16	182	2.81%	
Investee Total			1,000,000.00					
Term Dep	NAB	AA-	1,000,000.00	20-Jul-15	7-Dec-15	140	2.91%	
Term Dep	NAB	AA-	1,000,000.00	27-Jul-15	14-Dec-15	140	2.90%	
Term Dep	NAB	AA-	500,000.00	7-Aug-15	7-Dec-15	122	2.91%	
Term Dep	NAB	AA-	500,000.00	17-Aug-15	11-Jan-16	147	2.90%	
Term Dep	NAB	AA-	1,000,000.00	24-Aug-15	22-Feb-16	182	2.90%	
Term Dep	NAB	AA-	1,000,000.00	2-Sep-15	14-Mar-16	194	2.88%	
Term Dep	NAB	AA-	1,000,000.00	9-Nov-15	15-Feb-16	98	2.80%	
Investee Total			6,000,000.00					
							Nov BBSW Close	2.27%
TOTAL INVESTMENTS			\$40,050,000.00					

Note: Investments denoted with an * are held in Cash and Cash Equivalents in Council's Balance Sheet along with Cash at Bank and Floats.
All other investments are held as Investment Securities in Council's Balance Sheet

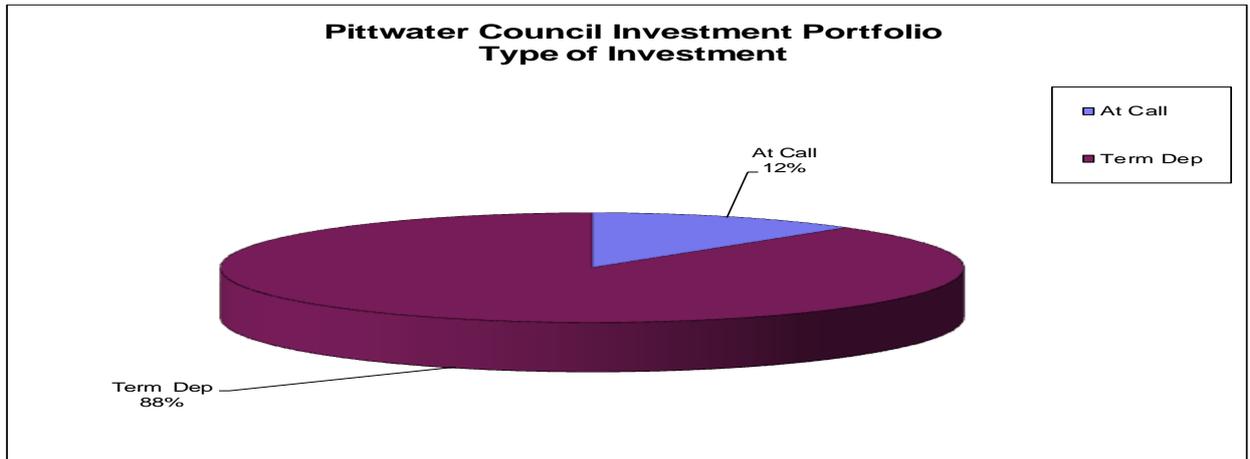
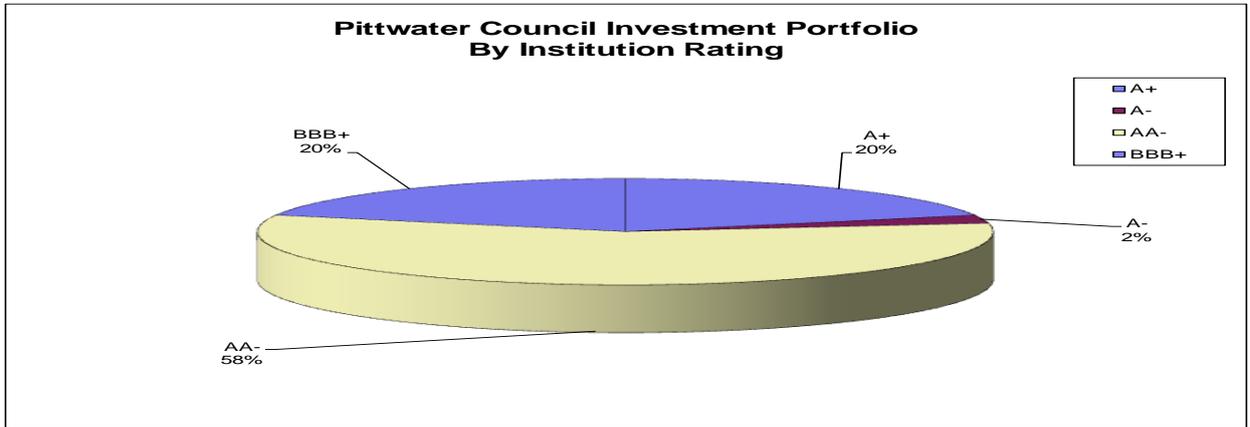




Note: Council Policy - No Institution can hold more than 25% of Council's Total Portfolio - Due to the timing of investments, NAB has gone slightly over the 25% limit as at 30/11/15 but has now been brought below the limit



Note: Council Policy - No Term to Maturity can be greater than two years



Investment Information:

Types of Investments -

At Call refers to funds held at a financial institution and can be recalled by Council either same day or on an overnight basis.

A **Term Deposit** is a short term deposit held at a financial institution for a fixed term and attracting interest at a deemed rate.

Credit Rating Information -

Credit ratings are generally a statement as to the institutions credit quality.

Ratings ranging from BBB- to AAA (long term) are considered investment grade.

A general guide as to the meaning of each credit rating is as follows:

AAA	<i>Extremely strong capacity to meet financial commitments (highest rating)</i>
AA	<i>Very strong capacity to meet financial commitments</i>
A	<i>Strong capacity to meet financial commitments, but somewhat more susceptible to adverse economic conditions and changes in circumstances</i>
BBB	<i>Adequate capacity to meet financial commitments with adverse economic conditions or changing circumstances more likely to lead to a weakened capacity of the obligor to meet its financial commitments</i>
BB	<i>Less vulnerable in the near term, but faces major ongoing uncertainties and exposures to adverse business, financial, and economic conditions</i>
B	<i>More vulnerable to non-payment than obligations rated 'BB', but the obligor currently has the capacity to meet its financial commitment on the obligation</i>
CCC	<i>Currently vulnerable, and is dependent upon favourable business, financial, and economic conditions to meet its financial commitments</i>
CC	<i>Currently highly vulnerable</i>
C	<i>Highly likely to default</i>
D	<i>Defaulted</i>

The **Bank Bill Swap Rate (BBSW)** is the average mid-rate, for Australian Dollar bills of exchange, accepted by an approved bank, having regard to a designated maturity.

C11.3 Tender T07_15 - Cleaning of Council Community Centres

Meeting: Leading and Learning Committee

Date: 21 December 2015

COMMUNITY STRATEGIC PLAN STRATEGY: Recreational Management

COMMUNITY STRATEGIC PLAN OBJECTIVE:

To develop, manage and maintain recreational facilities to best practice stands in a cost-effective and sustainable manner.

DELIVERY PROGRAM ACTION: To provide and maintain a network of community centres available to the community.

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY

This tender was required due to expiration of the previous tenders.

The tender involves the appointment of a company to undertake the cleaning of Council Community Centres, excluding Avalon Recreation Centre.

2.0 RECOMMENDATION

That the recommendation contained in the Confidential Tender Evaluation – Tender T07/15 – Cleaning of Council Community Centres be adopted.

3.0 BACKGROUND

3.1 PURPOSE

To seek Council approval for the recommended contractor to be appointed to provide cleaning services for Council's Community Centres, excluding Avalon Recreation Centre.

3.2 BACKGROUND

The Community & Library Services Business Unit is responsible for the management of Council's Community Centre buildings throughout Pittwater.

The current contracts have expired and renewed on a month to month basis until such time as a new contract commences. Council staff advertised for the Cleaning of Council Community Centres for a two (2) year contract with two (2) optional extensions of one (1) year each at Council's sole discretion.

3.3 POLICY IMPLICATIONS

- Nil

3.4 RELATED LEGISLATION

The tender process was conducted via an open invitation to the general public including advertisement on the electronic tender portal Tenderlink. Tenders were called in accordance with Section 55 of the Local Government Act 1993 and Part 7 of the Local Government (General) Regulation 2005.

3.5 FINANCIAL ISSUES

3.5.1 Budget

- The recommended contractor cost to provide cleaning services is allocated in the current Delivery Program & Budget 2015-2019.

3.5.2 Resources Implications

- The recommended contractor cost to provide cleaning services for Council's Community Centres, excluding Avalon Recreation Centre, is within the current budget allocation.

4.0 KEY ISSUES

- Tender documentation included the Conditions of Tender, the specification, Schedules, General Conditions of Contract and Special Conditions of Contract.
- Eleven (11) tenders were received via Tenderlink and the Tender Box prior to the specified closing time/date. These were duly registered by Council, as follows, in no specific order:
 - Woodmill
 - VDG Pty Ltd
 - Supercare Property Services Pty Ltd
 - Solo Services Group Pty Ltd
 - SKG Property Services Australia
 - Shining Knight Facility Services Pty Ltd
 - Quad Services Pty Ltd
 - Lazaro Services
 - Guardian Property Services Pty Ltd
 - Academy Services Pty Ltd
 - H2O Home 2 Office Cleaning Services Pty Ltd
- Assessment of the tenders was conducted by the Tender Evaluation Panel and the findings and recommendations are contained within the Confidential Section of this Agenda (Appendix 1).

5.0 ATTACHMENTS / TABLED DOCUMENTS

A Confidential Evaluation Report on Tender is provided in the Confidential Section of the Agenda at Appendix 1.

6.0 SUSTAINABILITY ASSESSMENT

6.1 GOVERNANCE & RISK

6.1.1 Community Engagement

- Community consultation was not required as part of the tender process, however the tender was advertised within the community, and tenders were received from local companies.

6.1.2 Risk Management

- The tender process includes the assessment of Work, Health and Safety policies, procedures and risk assessment documents required by the tendering companies.
- The tender process also included the assessment of staff and experience to ensure all proposed personnel are of a required staff level and competence to undertake the required works, thus minimising reputational risk to Council and the contractors.
- The tenderer was required to nominate comparable contracts where similar type works are currently or have recently been undertaken.

6.2 ENVIRONMENT

6.2.1 Environmental Impact

- Companies were asked to provide details of any Environmental Sustainability policies, and were scored higher if they provided evidence of being ISO 14001 certified.
- The recommended tenderer uses “Good Environmental Choice Australia” products, that have an extensive list of environmental benefits including being biodegradable, having low VOCs and containing no phosphorus.
- The recommended tenderer is accredited to AS14001, a standard that assess 17 elements of a company’s Environmental Management System.

6.2.2 Mitigation Measures

- The recommended tender uses a site environmental management plan for each nominated site in the tender.

6.3 SOCIAL

6.3.1 Address Community Need & Aspirations

- Maintaining Community Centres in a clean and hygienic condition contributes towards providing a safe environment for centre hirers, the community and staff. It enables staff to concentrate on providing quality services to both the local community and broader community.

6.3.2 Strengthening local community

- Companies were asked to provide information on any community projects and voluntary organisations that they supported. Those that supported locally based organisations were scored higher on social equity.

6.4 **ECONOMIC**

6.4.1 **Economic Development**

- Due to the nature of the work, it is likely that the successful company will employ locally based people.

Report prepared by
Pat Rudgley – Community Facilities Coordinator

Lindsay Godfrey
MANAGER, COMMUNITY AND LIBRARY SERVICES

C11.4	Proposed Licence Agreement over portion of Narrabeen Golf Driving Range
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Meeting: Leading and Learning Committee

Date: 21 December 2015

COMMUNITY STRATEGIC PLAN STRATEGY: Land Use & Development

COMMUNITY STRATEGIC PLAN OBJECTIVE:

- To establish land uses that respond to environmental, cultural, social and economic needs in a sustainable manner
- To create employment, recreation and cultural opportunities through appropriate land use planning

DELIVERY PROGRAM ACTION:

Land Use & Development – Effectively manage the Narrabeen Golf Driving Range complex

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY

The Narrabeen Golf Driving Range ('Driving Range') is a Council owned facility located at 1472-1518 Pittwater Road, Warriewood (refer **Attachment 1**).

Council at its meeting of 20 December 2013 considered a report on the management of the Narrabeen Golf Driving Range and the Avalon Golf Course and resolved to authorise the execution of a licence agreement with TCOB Consulting, trading as Teed Up Management Pty Ltd ('Teed Up') for both facilities (refer to **Attachment 2**).

In order to enhance the usability of recreational facilities and maximise income, Teed Up have identified a value-adding opportunity at the south shed of the Driving Range involving the sub-licence of the premises to a third-party operator.

The proposal, which would facilitate additional business through Driving Range and in the local area is considered to be advantageous to both the Teed Up and Council.

In accordance with s 47A of the Local Government Act, Council must notify and publicly exhibit any proposed licence over community land.

This report seeks Council's in principle support for the granting of a licence to Teed Up over a portion of the Narrabeen Golf Driving Range to enable the commencement of the statutory consultation process.

2.0 RECOMMENDATION

1. That Council endorse the notification and public exhibition of the proposed licence agreement with Teed Up Management Pty Ltd for a portion of the Narrabeen Golf Driving Range.

2. That a report be brought back to Council following the exhibition period advising of the outcomes of the consultation process.

3.0 BACKGROUND

3.1 PURPOSE

- To seek Council's in principle support for the granting of a licence to Teed Up Management Pty Ltd over a portion of the Narrabeen Golf Driving Range.
- To seek council's endorsement to notify and publicly exhibit the proposed licence agreement for a period of 28 days in accordance with s 47A of the Local Government Act.

3.2 BACKGROUND

- 3.2.1 The Narrabeen Golf Driving Range ('Driving Range') is a Council owned facility located on Community land at 1472-1518 Pittwater Road, Warriewood (refer **Attachment 1**). Income received from the Driving Range is instrumental in supplementing the funds used to provide services throughout Pittwater.
- 3.2.2 The Driving Range was established on the site in 1981 and since that time, has been the most intensively used section of North Narrabeen Reserve. The facilities within the precinct include amateur golf facilities (mini-golf course and a driving range), ancillary clubhouse and kiosk, car parking and public amenities.
- 3.2.3 Council at its meeting of 20 December 2013 considered a report on the management of the Narrabeen Golf Driving Range and the Avalon Golf Course and resolved to authorise the execution of a management agreement with TCOB Consulting, trading as Teed Up Management Pty Ltd ('Teed Up') for both facilities (refer to **Attachment 2**). Subsequently, on 8 February 2014 a management agreement was executed with Teed Up, with a term of 5 years, with an option for a further 5 years.
- 3.2.4 Council has recently executed a variation to the management agreement with Teed Up, allowing, among other things, Council and Teed Up to enter into a separate licence agreement for the operation and use of any part of the Driving Range.
- 3.2.5 In order to enhance the usability of recreational facilities and maximise income, Teed Up have identified a value-adding opportunity involving the sub-licence of the freestanding shed at the southern end of the Driving Range (identified in **Attachment 1**).
- 3.2.6 The southern shed is currently utilised for storage and teaching and is proposed to be licenced to a third party for the purpose of a showroom and office for golf club sales and fittings and associated golf repair services.
- 3.2.7 As the proposed licence is not for a period greater than 5 years, under s 55(3)(e) of the Local Government Act, Council is not required to undertake a tender process.

3.3 POLICY IMPLICATIONS

The existing licence agreement over the Driving Range is in accordance with the adopted Property Management Policy and is consistent with the adopted North Narrabeen Reserve Plan of Management (PoM).

The proposed licence is consistent with the commercial sporting activities envisaged by the PoM for this precinct.

3.4 RELATED LEGISLATION

Local Government Act 1993.

3.5 FINANCIAL ISSUES

3.5.1 Budget

The proposed sub-licence would generate a guaranteed income of \$68,181 (plus GST) to Council per annum (increased by 3% annually).

This income will supplement Council's existing funds and be used to provide services throughout Pittwater.

3.5.2 Resources Implications

The proposed licence agreement incorporates conditions requiring the Licensee (Teed Up) to repair and maintain the internal area of the premises at the Licensee's cost. This arrangement therefore has the benefit of reducing Council's future operation costs as the responsibility for the maintenance of the southern shed would otherwise fall on Council.

4.0 KEY ISSUES

4.1 Proposal by Teed Up

Through their management of the Driving Range, Teed Up have identified a value-adding opportunity to enhance the usability of existing recreational facilities and maximise income involving the sub-licence of the shed at the southern end of the Driving Range (identified in **Attachment 1**). The southern shed is a freestanding structure approximately 120 square metres in area and is currently utilised as a storage and teaching area.

Teed Up has approached Council with a proposal to sub-licence the south shed for a period of 5 years to a third-party operator who specialises in golf club sales and fittings and associated repairs. Use of the south shed for commercial operations represents high value and rare opportunity for a third-party golf related business operator. Teed Up believe that the proposal would provide a greater range of services for local and visitors who would utilise the Driving Range, enhancing the business performance of the operation. In this way, the proposal is considered to be advantageous to both the Teed Up and Council.

4.2 Market Rental Appraisal

Council engaged a valuer to undertake a market rental appraisal of the southern shed. The valuer has advised that the market rent that could be expected for the southern shed is well below the figure proposed by Teed Up. The market rental appraisal provided in the Confidential Section of this Agenda.

4.3 Proposed Licence Agreement

Council's solicitors have prepared a licence agreement for the subject property (refer to **Attachment 3**).

The commercial information redacted from Attachment 3 is contained in the Confidential Section of this Agenda.

4.4 **Statutory Consultation Requirements**

Under s 47A of the Local Government Act 1993, Council is required to notify and publicly exhibit any proposed lease or licence. During the exhibition period any person may make a submission on writing to Council on the proposal. Before granting the lease or licence Council must take into consideration all submissions made during the exhibition period.

4.5 **Next Steps.**

At the conclusion of the exhibition period all submissions received will be considered. If considered necessary, amendments may be made to the proposed licence agreement.

A report will be brought back to Council advising of the outcomes of the consultation process.

5.0 **ATTACHMENTS / TABLED DOCUMENTS**

- **Attachment 1:** Aerial of Narrabeen Golf Driving Range identifying southern shed
- **Attachment 2:** Council Resolution of 20 December 2013.
- **Attachment 3:** Licence

6.0 **SUSTAINABILITY ASSESSMENT**

6.1 **GOVERNANCE & RISK**

6.1.1 **Community Engagement**

The proposed licence agreement is proposed to be placed on public exhibition for a period of 28 days, during which time any person may make a submission on the proposed licence.

The consultation process will be undertaken in accordance with the requirements under the Local Government Act and Council's Community Engagement Policy.

6.1.2 **Risk Management**

N/A

6.2 **ENVIRONMENT**

6.2.1 **Environmental Impact**

N/A

6.2.2 **Mitigation Measures**

There are no mitigation measures necessary.

6.3 **SOCIAL**

6.3.1 **Address Community Need & Aspirations**

The proposed licence is consistent with the commercial sporting activities envisaged by the PoM for North Narrabeen Reserve.

The proposed licence will support the ongoing success of a high quality sporting venue enhancing the enhanced of the health, safety and well-being of the visitors and residents of Pittwater.

6.3.2 **Strengthening local community**

The proposed licence will provide a greater range of services for local and visitors who utilise the Driving Range, enhancing the usability of the existing recreation facilities.

6.4 **ECONOMIC**

6.4.1 **Economic Development**

The proposed arrangement will provide an ongoing guaranteed injection of additional funds into the Pittwater community.

The proposed licence is considered a high value opportunity which will enhance the business performance of the Driving Range.

Report prepared by
Leo Li – Senior Property Officer, Commercial Property & Projects

Simonne Johnston
ACTING MANAGER, COMMERCIAL PROPERTY & PROJECTS



Aerial Photography - 2015
Licensed from NearMap.
This plan is not survey accurate.

Narrabeen Golf Driving Range
1472-1518 Pittwater Road



C4.1: T05/13 - Management of Avalon Golf Course and Narrabeen Golf Driving Range**Meeting:** Council**Date:** 20 December 2013

COUNCIL DECISION

1. That pursuant to Clause 178(3e) TCOB Consulting trading as Teed Up Pty Ltd be selected to provide Management Services at Avalon Golf Course and Narrabeen Golf Driving Range. The per annum offer includes:
 - Management Fee of \$175,000
 - Guaranteed return to Council of \$400,000
 - 50% Profit Share of Profit
2. That the General Manager be authorised to execute contracts and authorise accounts as they become due.
3. That ClubLINKS Pty Ltd be thanked for their participation during the negotiation process.
4. That in view of the economic, social and environmental value the community holds for Avalon Golf Course and noting the way Avalon Golf Course has been bundled up in a single contract with Narrabeen Driving Range. Council be provided with a separate overview of operations and activities along with an annual budget statement including Profit and Loss for both the Avalon Golf Course and Narrabeen Golf Driving Range.

(Cr McTaggart / Cr Grace)

LICENCE

Pittwater Council (ABN 61 340 837 871)

Teed Up Management Pty Limited (ACN 163 170 054)

MatthewsFolbigg 
Lawyers
Matthews Folbigg Pty Ltd
"The Barrington" Level 7, 10-14 Smith Street Parramatta 2150
PO Box 248 Parramatta 2124 - DX 8233 Parramatta
T 9806 7476 | F 9689 3494 | E davids@matthewsfolbigg.com.au

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LICENCE

Deed dated 2015

PARTIES

PITTWATER COUNCIL (ABN 61 340 837 871)
1 Park Street, Mona Vale NSW 2103

(Licensor)

and

TEED UP MANAGEMENT PTY LIMITED (ACN 163 170 054)
Suite 2, Level 1, 549 Willoughby Road, Willoughby NSW 2068

(Licensee)

BACKGROUND

- A. The Licensor is the registered proprietor of the Land and intends to offer a licence to use the Premises forming part of the Land.
- B. In consideration of the Licensee's agreement to pay the Licence Fee and observe and perform the Licensee's obligations set out in this Licence, the Licensor agrees that the Licensee should be permitted to use the Premises in accordance with this Licence.
- C. The licence is a personal right given to the Licensee and may not be assigned by the Licensee and does not confer upon the Licensee any estate or interest in the Land or any part thereof and the legal possession and control of the Land will at all times remain vested in the Licensor.

OPERATIVE PART

1. DICTIONARY

1.1 Definitions

In this Deed unless the context otherwise requires, the following words have these meanings:

Building means the building known as the "South Shed" situated on the Land of which the Premises form part and any other building and/or structures owned or controlled by the Licensor in connection with the building existing now or which may be erected after the Commencing Date.

Commencing Date means the date specified in Item 3.

Council means Pittwater Council and its successors or assigns.

Hazardous Substance means a substance that because of its quantity, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, or physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed.

Item refers to the item in the Reference Schedule being the item number identified in the relevant clause.

Instalments means the instalments of the Licence Fee specified in Item 2.

Land means the whole of the land in Certificate of Title Folio Identifier 1/1064208 being Lot 1 in Deposited Plan 1064208 known as the Narrabeen Golf Driving Range Complex.

Licence means the licence granted pursuant to this agreement.

Licence Fee means the licence fee for this Licence specified in Item 1.

Licensee includes the Licensee as defined on the cover page of this Licence and its approved assigns and where appropriate, its employees, agents, contractors and invitees.

Licensee's Property means all the Licensee's fixtures, goods, plant and equipment brought on to the Premises.

Licensor includes the Licensor referred to on the cover page of this Licence and its assigns and where appropriate its employees and agents.

Permitted Use means the permitted use of the Premises as specified in Item 10.

Plan means the plan at Annexure A identifying the Premises.

Premises mean that part of the Building being licensed to the Licensee for the Permitted Use as shown hatched on the Plan and measuring approximately 121m².

Redecorate includes repainting, revarnishing repapering and recarpeting to the reasonable satisfaction of the Licensor, all parts of the Premises which were painted, varnished, papered or carpeted at the Commencing Date.

Reference Schedule means the reference schedule to this Licence.

Term means the term of the Licence specified in Item 5.

Terminating Date means the date specified in Item 4.

2. LICENCE

- 2.1 The Licensee will have the non-exclusive licence and privilege to use and occupy the Premises for the Permitted Use only.
- 2.2 This Licence does not confer upon the Licensee any estate or interest in the Land or any part of it and the legal possession and control of the Land will at all times remain vested in the Licensor.

3. TERM

- 3.1 The Licence will be for the period referred to in Item 5, commencing on the Commencing Date and terminating on the Terminating Date.

4. LICENCE FEE

- 4.1 The Licensee must pay to the Licensor, without deduction or set-off, the annual Licence Fee specified in Item 1 (as adjusted), by the equal monthly instalments specified in Item 2 (as adjusted), in advance, in cleared funds as directed by the Licensor in writing.
- 4.2 The first of the Instalments of the Licence Fee is due on the Commencing Date and all subsequent Instalments are due on the same day of each successive month or, if there is no such day, then on the next business day.

5. LICENCE FEE REVIEW

- 5.1 The Licence Fee will be reviewed on each Review Date specified in:

CPI

- (a) Item 6, to an amount represented by A in the following formula:

$$A = B \times \frac{C}{D}$$

Where:

B = the Licence Fee payable immediately before the Review Date;

C = the Consumer Price Index (Index) (Sydney – All Groups) Number (CPI Number) as issued by the Australian Bureau of Statistics (ABS) for the last quarter before the Review Date; and

D = the CPI Number for the same quarter ending twelve (12) months before the Review Date.

If the Index is discontinued then, for the purposes of this clause, the CPI Number is to be the CPI Number of the price index which replaces the Index or, if there is no substitute then of any price index kept by the ABS which the Licensor may select at its absolute discretion (New Index) to which the Licensor may make the appropriate arithmetical adjustment for differences between the Index and the New Index, if required.

Market Rent

- (b) Item 7, to Market Rent which is determined as follows:
- (1) At any time not earlier than three (3) months prior to the Review Date, the Licensor may serve on the Licensee a notice stating the Market Licence Fee for the subsequent licence year (**Market Licence Fee Notice**). If no objection is made by the Licensee within twenty eight (28) days of service of the Market Licence Fee Notice then the Licence Fee following the relevant Review Date is as stated in the Market Licence Fee Notice.
 - (2) If the Licensee serves a notice in writing stating that it does not agree with the Licence Fee stated in the Market Licence Fee Notice (**Notice of Objection**) then, if the parties have not agreed on Market Licence Fee within seven (7) days of service of the Notice of Objection, the Market Licence Fee is to be determined by a person appointed by agreement between the parties, or failing agreement, appointed by the President for the time being of The Australian Property Institute (Inc.) NSW Division, or its successor at the request of either party (**Valuer**).
 - (3) The Valuer must be a licensed valuer who:
 - (A) has practised as a valuer for a period of not less than five (5) years;
 - (B) is a full member of The Australian Property Institute (Inc.) NSW Division; and
 - (C) is licensed to practise as a valuer of the kind of premises demised by this Licence.
 - (4) In determining the Market Licence Fee, the Valuer is to act as an expert and not as an arbitrator.
 - (5) The costs of the Valuer in determining the Market Licence Fee are to be paid by the Licensee in full if the Market Licence Fee is not more than 2% below the Licence Fee stated in the relevant Market Licence Fee Notice or in full by the Licensor if the Market Licence Fee is more than 2% below the Licence Fee stated in the relevant Market Licence Fee Notice.
 - (6) In determining the Market Rent the Valuer must:
 - (A) disregard:
 - (i) the value of any goodwill attributable to the Licensee's business and the value of the Licensee's fixtures and fittings and any structures constructed by the Licensee on the Premises;
 - (ii) any deleterious condition of the Premises; and

- (iii) any licence fee or money received pursuant to any sub-Licence or any sub-tenancy agreement or occupational agreement which has not been approved by the Licensor pursuant to this Licence;
- (B) have regard to:
 - (i) the length of the Term, disregarding the fact that part of the Term will have elapsed at the Review Date;
 - (ii) the rental value of comparable premises, but in doing so must make no deduction on account of any incentive provided as an inducement to enter into any Licence of such premises; and
 - (iii) the use of the Premises and any other use to which the Premises may be lawfully put; and
- (C) assume:
 - (i) that all covenants on the part of the Licensee and Licensor contained in the Licence have been fully performed and observed; and
 - (ii) in the event the Premises have been damaged or destroyed, that the Premises have been reinstated in accordance with this Licence.
- (D) For the purposes of sub-clause 5.1(b)(6)(B)(ii), **incentive** means any inducement, incentive or concession whatsoever (including any premium or capital payment, any period of abatement or reduction of rent or other money paid for or by a Licensor or otherwise) in connection with the tenancy.

Set Increase

- (c) Item 8 to an amount represented by increasing the Licence Fee for the year immediately preceding the Review Date by the percentage or the amount referred to in Item 9.
- 5.2 Until the new Licence Fee has been determined the Licensee must continue to pay a licence fee being the Licence Fee payable immediately prior to the Review Date.
- 5.3 If the Review Dates have been specified in more than one of Items 6, 7 and 8, then the Licence Fee is to be the greater or greatest amount, calculated in accordance with sub-clauses 5.1(a), 5.1(b) and/or 5.1(c).

6. OTHER PAYMENTS

- 6.1 The Licensee is to pay for separately metered services to the Premises including but not limited to telephone, gas, electricity, water and internet. If water and electricity usage are not separately metered, the Licensee must pay a fixed amount of \$300 per month for electricity usage and \$100 per month for water usage.

- 6.2 The Licensee must also pay to the Licensor:
- (a) interest on any money payable by the Licensee to the Licensor if more than fourteen (14) days overdue at the rate prescribed from time to time under Section 101 of the *Civil Procedure Act 2005* (as amended) or any succeeding legislation, at the date of demand, from the due date to the date of payment;
 - (b) the Licensor's reasonable costs and disbursements of considering any application by the Licensee for Licensor's consent (whether or not given) and on any surrender of the Licence;
 - (c) the Licensor's reasonable costs and disbursements in connection with a default by the Licensee under this Licence including, but not limited to, enforcement costs;
 - (d) the costs to the Licensor of obtaining any mortgagee's consent to this Licence and/or to any request for the Licensor's consent requiring the consent of any mortgagee (if required); and
 - (e) at the same time as the Licence Fee and other payments hereunder are payable under this Licence, any GST payable or collectable by the Licensor as a result of the imposition on the Licensee of the obligation to pay a Licence Fee and such other payments under this Licence.

7. USE OF THE PREMISES

- 7.1 The Licensor makes no warranty as to the suitability of the Premises for the Permitted Use.
- 7.2 The Licensee must at its own cost:
- (a) use the Premises only for the Permitted Use;
 - (b) unless written consent has otherwise been provided by the Licensor, keep the Premises open for business between the hours of 8:00am and 9:00pm seven (7) days a week, except for public holidays in which case the Premises must be open for business between 10:00am and 5:00pm;
 - (c) comply with all laws and requirements of any relevant authority regulating the Permitted Use including obtaining (and where relevant maintaining) any required consent(s) or license(s);
 - (d) keep the Premises clean and free of vermin;
 - (e) notify the Licensor as soon as practicable of any contagious illnesses or structural defects requiring the urgent attention of the Licensor; and
 - (f) take all reasonable steps to secure the Premises against unlawful entry.

- 7.3 The Licensee must not do anything in relation to the Premises which in the reasonable opinion of the Licensor is:
- (a) annoying, offensive or dangerous to other occupiers of the Building, the Land or to the owners or occupiers of land or buildings in the vicinity of the Premises;
 - (b) illegal; and/or
 - (c) liable to void any insurance in respect of the Premises or the Building or increase any insurance premium.
- 7.4 The Licensee must not:
- (a) use the toilet, sinks and drainage for any purpose other than that for which they were constructed;
 - (b) hold any auction, bankrupt, liquidation or fire sale on the Premises;
 - (c) overload the floors, walls or any service to the Premises;
 - (d) without the consent of the Licensor;
 - (1) alter or carry out works to the Premises;
 - (2) erect signs, notices, advertisements within or upon the Premises; or
 - (3) play music or operate loud speakers.
 - (e) sell or exhibit for sale, any item(s) outside of the Premises, including but not limited to the car park, driveway, footpath or road reserve areas located on or near the Premises; and
 - (f) store any Hazardous Substance on the Premises.

8. LICENSOR'S COVENANT AND RESERVATIONS

- 8.1 The Licensor will at all times during the continuance of this Licence retain possession of and full control over the Land and in particular, but not limited to, the Premises, and will at all times by itself, its servants and agents have full and free access thereto for such purposes as it may see fit.

9. REPAIRS

- 9.1 The Licensor must:
- (a) use all reasonable endeavours to maintain essential services, if any, supplied to the Premises by the Licensor but will not be liable to the Licensee for any failure in essential services whatsoever, unless caused by the negligence, wilful act or omission of the Licensor; and

- (b) maintain (subject to clauses 9.2 and 9.3):
 - (1) in a good state of repair the Building (fair wear and tear excepted); and
 - (2) in a structurally sound condition the Premises and the Building.

9.2 The Licensee must:

- (a) keep the Premises in a good state of repair (fair wear and tear excepted) having regard to its condition as at the Commencing Date and comply with any notice served on the Licensee by the Licensor requiring the Licensee to carry out any repairs being the responsibility of the Licensee within, fourteen (14) days of the date of service;
- (b) immediately remove any graffiti appearing on the exterior of the Premises;
- (c) redecorate the Premises on the dates specified in Item 11; and
- (d) maintain and repair all fittings and fixtures in the Premises in connection with the Licensee's Permitted Use of the Premises.

9.3 Notwithstanding the provisions of sub-clause 9.1(b)(2), the Licensee must perform any structural work required to the Premises and Building arising from the negligent act or omission of the Licensee at the Licensee's cost but only in accordance with the written directions of the Licensor, and must not otherwise perform any structural works.

9.4 Where the Licensee fails to undertake the removal of the Graffiti as required under subclause 9.2(b) within seven (7) days of notice to do so by the Licensor, then the Licensor may arrange for the work to be carried out at the Licensee's expense which will include a provision for the Licensor's reasonable costs in arranging for the work to be carried out.

9.5 For the sake of clarity, and in addition to the parties' obligations in this clause 9, the parties agree that the Maintenance Schedule attached at Annexure C (which is not an exhaustive list) will be used to assist the parties in determining their obligations in respect of maintenance and repair of the Premises.

10. AIRCONDITIONING

10.1 The air-conditioning in the Premises is comprised of a split air-conditioning unit and exhaust fan which services the Premises only (**Air-conditioning Unit**).

10.2 The Licensee will be solely responsible for the maintenance and repair of the Air-conditioning Unit for the purposes of sub-clause 9.2(a).

10.3 If the Air-conditioning Unit requires replacement, the Licensee must replace the Air-conditioning Unit at its own cost and to a similar standard as the Air-Conditioning Unit that was installed in the Premises at the Commencing Date.

11. RIGHT OF ENTRY

- 11.1 The Licensor may enter the Premises at any time and for any reason with the consent of the Licensee which is not to be unreasonably withheld.

12. ASSIGNMENT

- 12.1 The Licensor may assign or transfer its interest under this Licence to any third party, at any time, at which time the Licensor will be released from any obligation to the Licensee under this Licence.
- 12.2 The Licensee must not grant a license or concession in respect of or in any way transfer, assign, mortgage, charge or otherwise encumber the Licensee's interest to use the Premises without the written consent of the Licensor which consent may be withheld at the Licensor's absolute discretion.

13. INSURANCE

- 13.1 The Licensee must effect and maintain the following insurances noting the Licensor's interest in respect of the Premises:
- (a) public liability insurance in an amount for each accident or incident, not less than the sum specified in Item 12, or such other sum as the Licensor may specify by notice in writing to the Licensee;
 - (b) plate glass;
 - (c) workers compensation covering all workers with a common law extension or endorsement in an amount approved by the Licensor; and
 - (d) any other insurance reasonably required by the Licensor.
- 13.2 The Licensee must produce to the Licensor evidence of the currency of the insurances affected in accordance with sub-clause 13.1, on demand.

14. DEFAULT

- 14.1 The Licensor may terminate this Licence and/or take or demand possession of the Premises if:
- (a) the Licensee repudiates the Licence;
 - (b) the Licensee breaches an Essential Term of this Licence as defined under sub-clause 14.2;
 - (c) the Licensee fails to comply with a term of this Licence which is not an Essential Term, where the failure to comply:
 - (1) can be remedied but is not remedied within a reasonable time of receipt of a written request from the Licensor;
 - (2) cannot be remedied but can be compensated for and the Licensee fails to pay compensation within a reasonable time of a request for compensation; or

- (3) cannot be remedied or compensated for; or
- (d) a receiver, receiver and manager, administrator, provisional liquidator or liquidator is appointed in respect of the Licensee or any of its property.

14.2 Essential Term includes:

- (a) Clause 4: the payment of the Licence Fee within fourteen (14) days (even if late payment is accepted);
- (b) Clause 6: Other Payments;
- (c) Clause 7: the Permitted Use of the Premises;
- (d) Clause 9: the Licensee's obligation to effect repairs to the Premises;
- (e) Clause 12.2: the provisions relating to dealings with the Licensee's interest under this Licence;
- (f) Clause 13: the Licensee's obligations to effect and maintain policies of insurance;
- (g) Clause 21: Security Deposit; and
- (h) Clause 24: Environmental Compliance.

14.3 In the case of a breach by the Licensee of an Essential Term then, in addition to the rights of the Licensor under sub-clause 14.1, the Licensor can recover damages for any loss suffered in respect of the Term, subject to any obligation on the Licensor to mitigate such loss.

14.4 If the Licensee is in default under this Licence including the breach of an Essential Term, then any demand of or acceptance from the Licensee by the Licensor of any late payment of the Licence Fee or any other money due by the Licensee to the Licensor under this Licence does not:

- (a) constitute a waiver of the Licensee's obligations to make these or any future payments; or
- (b) prevent the Licensor from exercising its rights under this Licence, including of enforcement and termination.

15. INDEMNITY

15.1 The Licensee indemnifies the Licensor in respect of:

- (a) any liability or loss arising out of and any costs incurred at any time whatsoever as a result (directly or indirectly) of a breach of any term or condition of this Licence by the Licensee; and
- (b) any claim, demand or liability for any loss or damage to anything or any injury to or death of any person occurring on or near the Premises, unless caused by the negligence or a wilful act or omission of the Licensor.

- 15.2 The Licensee occupies, uses and keeps the Premises at the risk of the Licensee and releases, to the extent permitted by Law the Licensor, the Licensor's employees and agents from any liability or obligation to the Licensee (or any person claiming through the Licensee) in respect of any accident, damage, loss (including financial loss), death, injury, costs or expenses occurring in the Premises arising by reason of the grant of this Licence, or out of or in connection with the possession or use of the Premises by the Licensee unless caused by the negligence or wilful act or omission of the Licensor.
- 15.3 The provisions of this clause will continue to apply notwithstanding the expiry or earlier termination of this Licence.

16. DAMAGE

- 16.1 If the Premises or the Building are damaged the Licensee is not liable to pay to the Licensor the Licence Fee or other money otherwise payable under this Licence (or a proportion of the Licence Fee or other money otherwise payable under this Licence) attributable to any period in which the Premises cannot be used or are inaccessible due to that damage, unless that damage was caused by the negligence or a wilful act or omission of the Licensee.
- 16.2 If the Licensor notifies the Licensee in writing that it does not intend to repair the damage to the Premises, either party may terminate this Licence by seven (7) days' notice in writing.
- 16.3 If the Licensor fails to repair the Premises within a reasonable time of the Licensee requesting it to do so in writing, the Licensee may terminate this Licence by seven (7) days' notice in writing.
- 16.4 The provisions of sub-clause 16.1 do not prevent the Licensor from recovering any loss or damages from the Licensee in respect of any damage to which this clause applies.

17. RIGHTS ON EXPIRY OR TERMINATION

- 17.1 If, with the consent of the Licensor, the Licensee remains on the Premises after the Termination Date, the Licensee will do so on a monthly licence on the same terms and conditions of this Licence (**Monthly Licence**) which may be terminated by either party by one (1) months' notice in writing.
- 17.2 If on expiry or termination of this Licence the Licensee does not become a Licensee under sub-clause 17.1, then the Licensee must vacate the Premises and remove the Licensee's Property from the Premises.
- 17.3 If the Licensee fails to remove the Licensee's Property in accordance with the requirements of this clause, it becomes the property of the Licensor who may keep it or dispose of it and recover from the Licensee the cost of such removal or disposal.

18. COMMON AREAS

- 18.1 In respect of the Common Areas and any part of them, the Licensor may:
- (a) restrict access to particular Licensees or classes of persons;
 - (b) restrict or prohibit access during certain hours or days; and/or
 - (c) close them temporarily for the purpose of repair, renovation or service.
- 18.2 In respect of the car park or car parks (if any) forming part of the Common Areas:
- (a) the Licensor is entitled to charge for the parking of motor vehicles by customers and members of the public;
 - (b) the Licensee must provide to the Licensor the names of each of its employees and the make, colour and registration number of the motor vehicles used by them and changes of any of those particulars within seven (7) days of the Commencing Date or any change to those particulars; and
 - (c) the Licensee and its employees may only park motor vehicles in the areas specifically reserved.

19. RULES AND REGULATIONS

- 19.1 The Licensor may from time to time promulgate rules and regulations not inconsistent with or in derogation of the rights of the Licensee hereunder relating to:
- (a) the use safety care and cleanliness of the Premises or the Land;
 - (b) the preservation of good order therein;
 - (c) the comfort of persons lawfully using the same;
 - (d) the location and storage of garbage and refuse pending its removal;
 - (e) the policing and regulating of traffic and the parking of motor vehicles on the Premises or the Land;
 - (f) the external appearance of the Premises and the Land.

Any such rules and regulations not inconsistent with or in derogation of the rights of the Licensee may from time to time be repealed amended or added to at the discretion of the Licensor and upon notice in writing thereof under the hand of the Licensor or its authorised agent being given to the Licensee shall be and become as binding upon the Licensee as if the same were expressly set forth herein as covenants on the part of the Licensee.

20. GUARANTEE AND INDEMNITY

- 20.1 In consideration of the Licensor leasing the Premises to the Licensee at the request of the Guarantor referred to in Item 14, the Guarantor unconditionally and irrevocably guarantees to the Licensor:
- (a) the payment of all money payable by the Licensee to the Licensor under this Licence; and
 - (b) the performance and observance by the Licensee of the terms and conditions of this Licence.
- 20.2 The Guarantor indemnifies the Licensor against any loss and/or liability arising out of the default by the Licensee of the terms and conditions of this Licence.
- 20.3 Neither this Licence, nor the obligations of the Guarantor under this Licence, will be affected by anything which might otherwise operate to release the Guarantor from the provisions of this clause, including the death of the Guarantor.
- 20.4 This guarantee and indemnity:
- (a) is a continuing guarantee and indemnity;
 - (b) will not be discharged by any partial payment; and
 - (c) remains in force until all money payable by the Licensee to the Licensor has, in fact, been paid and the obligations of the Licensee under this Licence have been completely performed.

21. SECURITY DEPOSIT

- 21.1 The Licensee must, on or before the Commencing Date, pay to the Licensor the Security Deposit specified in Item 15 in either Cash or by Bank Cheque issued by an Australian Retail Bank drawn in favour of the Licensor.
- 21.2 The Security Deposit will be refunded to the Licensee on termination of this Licence and the vacation of the Premises by the Licensee, provided that the Licensor at any time may deduct from the Security Deposit and apply the amount deducted, to pay any amount that may be payable to the Licensor as a result of any breach by the Licensee of any of the terms and conditions of this Licence (and such deduction is not to be deemed to waive the Licensee's breach).
- 21.3 If any amount is deducted from the Security Deposit pursuant to sub-clause 21.2, the Licensee must immediately pay to the Licensor within seven (7) days a similar amount or the same amount so as to restore the Security Deposit to the amount specified in Item 15.

22. BANK GUARANTEE

22.1 Licensee may Provide a Bank Guarantee

In lieu of the Security Deposit referred to in clause 21 the Licensee may provide the Licensor prior to the Commencing Date with a bank guarantee (**Bank Guarantee**) issued by an Australian Retail Bank in a form acceptable to the Licensor for the amount of the Security Deposit.

22.2 The Licensor is entitled to call on part or all of the Bank Guarantee to cover any amount that may be payable by the Licensee to the Licensor, as a result of any breach by the Licensee of any of the terms and conditions of this Licence.

22.3 If payment is made under the Bank Guarantee, the Licensee must give to the Licensor an additional or replacement bank guarantee no later than seven (7) days after being requested to do so, such that the amount guaranteed is the amount specified in Item 15.

22.4 Replacement of Bank Guarantee

The Licensee must, at the expiration of the initial Term provide to the Licensor a replacement Bank Guarantee in a form acceptable to the Licensor for an amount which is equal to the sum of three (3) months Licence Fee then payable.

22.5 Release of Earlier Guarantee

The Licensor will, as soon as practicable after the receipt of the replacement Bank Guarantee, return the Bank Guarantee previously held to the Licensee.

23. POWER OF ATTORNEY

23.1 The Licensee appoints the Licensor as the Licensee's attorney.

23.2 This power of attorney is:

- (a) irrevocable by the Licensee;
- (b) granted by the Licensee for valuable consideration to secure performance of the Licensee's Obligations under this Licence and the Licensor's proprietary interest as Licensor; and
- (c) exercisable by the Licensor when the Licensee is in default under this Licence.

23.3 This Power of Attorney is limited to permit the Licensor to take any action to protect the Licensor's interest under this Licence and in the Building, the Premises and the Land and to comply with any obligations of the Licensee under this Licence.

25. ENVIRONMENTAL COMPLIANCE

- 25.1 The Licensee warrants that the Permitted Use complies and will continue during the Term to comply with, any Environmental Law or the requirements of any statutory authority relating to environmental matters that apply to the Permitted Use.
- 25.2 The Licensee will do such things and execute such documents as are required to maintain and/or renew any licences, authorisations or approvals relating to the compliance referred to in sub-clause 25.1.
- 25.3 If any statutory authority issues a notice to the Licensee during the Term in respect of any environmental matter, the Licensee must comply with the requirements of that notice within the time specified, at the Licensee's expense.
- 25.4 The Licensee must notify the Licensor within forty-eight (48) hours of the Licensee becoming aware of any breach of sub-clause 25.1 or of the receipt of any notice referred in sub-clause 25.3.
- 25.5 In ensuring the Licensee is meeting its obligations pursuant to this clause, the Licensee agrees to carry out, at the Licensee's cost, environmental assessments and audits (**Audits**) (the terms of reference for which are to be prescribed or approved by the Licensor) when so requested by the Licensor.
- 25.6 The Licensee must remedy any failure to comply with any environmental law, remediate any area of the Premises the Building and/or the Land, or make good any damage caused to any person or property disclosed by the Audits or otherwise, as soon as is reasonably practicable.

26. NOTICES

- 26.1 A notice or other communication required or permitted to be given by one party to another must be in writing and:
- (a) delivered personally;
 - (b) sent by pre-paid mail to the address of the addressee specified in Item 16; or
 - (c) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.
- 26.2 A notice or other communication is taken to have been given (unless otherwise proved):
- (a) if mailed, on the second Business Day after posting; or
 - (b) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- 26.3 A party may change its address for service by giving notice of that change in writing to the other parties.

28. DISPUTE RESOLUTION

28.1 All disputes or differences arising out of this Licence will be resolved in accordance with this clause 27.

28.2 Notice of Dispute

Either party may, at any time, notify the other party in writing that there is a dispute or difference concerning any matter in this Licence. That Notice must:

- (a) identify the subject matter of the dispute;
- (b) identify the relevant provisions of this Licence;
- (c) annex copies of any correspondence, or background material and information relevant to that dispute; and
- (d) contain any particulars of quantification of the dispute.

28.3 Parties to Confer

The parties must, within fourteen (14) days of the service of the Notice, meet in an attempt to discuss, and to reach a mutually acceptable decision, on the matter of the dispute.

28.4 Referral to Mediation

If:

- (a) the matter in dispute is not settled within ten (10) business days of the meeting referred to in the preceding paragraph, or such later date as the parties may agree; or
- (b) either party refuses to attend a meeting in accordance with clause 28.3; then
- (c) the difference or dispute must be the subject of a mediation administered by the Australian Commercial Dispute Centre (ACDC) conducted and held in accordance with the mediation rules of the ACDC in force at the time of the appointment of a mediator.

28.5 The mediator will be appointed:

- (a) by the parties, from a panel suggested by the ACDC within twenty-eight (28) days of the referral of the difference or dispute for mediation; or
- (b) if a mediator is not appointed by agreement within that period, by the Secretary-General of the ACDC at the request of either party.

28.6 The costs of and associated with formal mediation before a mediator under this clause are to be paid by the parties to the mediation in such proportions as they may agree among themselves or, failing agreement, in equal shares.

29. GST

- 29.1 If GST or similar value added tax is imposed on any supply under or in accordance with this Licence, the amount payable for that supply is increased by the amount of that GST. The party seeking payment must provide a GST tax invoice (or any other thing required under any legislation) in the form required, and in the time provided for, by the relevant legislation.

30. LICENSOR'S WORKS

- 30.1 The Licensor will commence and complete a fitout of the Premises in accordance with the scope of works attached at Annexure B (**Licensor's Works**) after the execution of this Licence by the Licensee and the following being received the Licensor:

- (a) Fully executed Licence (in duplicate);
- (b) Security Deposit (in accordance with clause 21); and
- (c) Copy of certificates of currency of insurance (in accordance with clause 13).

30.2 Ownership of Licensor's Works

For the avoidance of doubt, ownership of the fittings, fixtures and all other fit-outs in respect of and in connection with the Licensor's Works will at all times remain vested in the Licensor and at no time will the Licensee be the owner of such fittings, fixtures and fit-outs.

30.3 Repair and Maintenance of Licensor's Works

The Licensee will be responsible for the maintenance and repair of the Licensor's Works during the Term of the Licence in accordance with clause 9.2(a).

30.4 Handover of Premises

Upon completion of the Licensor's Works, the Licensor will serve written notice upon the Licensee advising the Licensee of the handover of the Premises (**Handover Notice**).

31. COMMENCING DATE

- 31.1 The Licence Commencing Date will be the day after provision of the Handover Notice to the Licensee.
- 31.2 The Licensee authorises the Licensor or its legal representative to insert the relevant dates at Items 3 and 4 once these dates have been determined.
- 31.3 The parties agree that the Licence Commencing Date will be no later than 1 April 2016 subject to the Licensor in its discretion agreeing to extend this to a later date.

32. GARAGE NOT PART OF PREMISES

32.1 For the sake of clarity and the avoidance of doubt, the Licensee acknowledges and agrees that the garage/storage shed with two roller doors which shares a common roof with the Premises and located on the south side of the Premises does not form part of the Premises.

33. SIGNAGE

33.1 The Licensee must not erect or display any signs, notices or advertisements identifying the Licensee or its business within or upon the Premises or Building without the prior consent of the Licensor, which consent may be withheld in the Licensor's absolute discretion.

34. MONTHLY MEETINGS

34.1 The parties shall convene on a monthly basis, with the time and venue to be agreed upon by the parties prior to such meeting, for the purposes of discussing and exchanging ideas in respect of the operation of the Narrabeen Golf Driving Range Complex, and other purposes as outlined in this Licence.

35. MARKETING COVENANTS

35.1 The Licensee covenants that any marketing or other means of promotion it undertakes in respect of its business operating from the Premises will be consistent with the overall marketing strategy for the Narrabeen Golf Driving Range Complex.

35.2 The Licensee shall only have access to the client database of the Narrabeen Golf Driving Range Complex for the purposes of marketing its business from the Premises as specified in the Permitted Use of this Licence. The Licensee must not overuse or misuse the client database to conduct such marketing, and the Licensee must follow all reasonable directions of the Licensor in this regard.

35.3 The Licensee must not undertake or engage in any marketing or other means of promotion which contains information that may cause concern to the public, or is delivered in such a way that may give rise to such concerns.

36. NO LIQUOR ON PREMISES

36.1 The Licensee acknowledges and agrees that the Premises must remain free of liquor at all times and must not bring or store any liquor on the Premises.

36.2 The Licensee hereby acknowledges that the Licensor will not accept any application for any relevant liquor licence in respect of the Premises.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

38. FINANCIAL RECORDS OF LICENSEE

38.1 Licensee's to keep records for inspection

The Licensee must store and keep up-to-date all financial and business records and accounts of any kind in respect of the Licensee's business operating from the Premises using a professional accounting system from the Commencing Date of this Licence ("Financial Records"). The Licensee agrees to make the Financial Records available for inspection only by the Licensor at the Licensor's discretion for the Licensor to review the financial status of the Licensee's business operating from the Premises.

38.2 Financial Records Confidential

The Licensor acknowledges that the Financial Records contain commercially confidential information, and agrees not to release or disclose any aspect of the Financial Records to a party other than the Licensee without the prior consent of the Licensee.

39. MISCELLANEOUS PROVISIONS

39.1 Interpretation

In this Deed, unless the context otherwise requires:

- (a) headings and underlines are for convenience only and do not affect the interpretation of this Deed;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, Trust, corporation or other owners corporation;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, schedule or annexure is a reference to a part, clause, party, schedule or annexure to this Deed;

- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued after that statute;
- (h) a reference to a document or an agreement includes an amendment or supplement to, or replacement or novation of that document or agreement;
- (i) a reference to a party to this Deed or in any other document or agreement includes that party's permitted successors and permitted assigns;
- (j) where the day on which any thing is to be done is not a business day, that thing must be done on the next business day;
- (k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it;
- (l) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (m) a covenant, an agreement or acknowledgment on the part of, or in favour of, two or more persons, binds them or enures to their benefit jointly and severally.

39.2 Governing Law

This Deed shall be governed by and construed in accordance with the laws of the State of New South Wales.

39.3 Jurisdiction

Any legal action or proceedings with respect to this Deed against any party or any of its property and assets may be brought in the Courts of the State of New South Wales and, by execution and delivery of this Deed that party accepts, for itself and in respect of its property and assets, generally and unconditionally the jurisdiction of the Courts of that State.

39.4 Variations

Any amendments, variation or modification to or of, or consent to departure by any party from the terms of this Deed shall have no force or effect unless effected by a document executed by the parties.

39.5 Third Parties

This Deed shall confer rights and benefits only upon a person expressed to be a party and not upon any other person.

39.6 Assignment

A party shall not transfer or assign its rights or obligations under this Deed without the prior consent in writing of the other party.

39.7 Waivers

The failure to exercise or delay in exercising by any party of any right conferred by this Deed shall not operate as a waiver and the single or partial exercise of any right by that party shall not preclude any other or further exercise of that or any other right by that party.

39.8 Remedies

The rights of a party conferred by this Deed are cumulative and are not exclusive of any rights provided by law.

39.9 Pre-Contractual Negotiation

This Deed expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement, and supersedes and excludes any prior or collateral negotiation, understanding, communication, agreement, representation or warranty by or between the parties in relation to that subject matter or any term of that agreement.

Neither party shall, after execution of this Deed, be entitled, as against the other party or other officers of any party, to bring suit on the basis of any verbal or written communications, representations, inducements, undertakings, agreements or arrangements except expressly as provided by this Deed.

39.10 Further Assurance

Each party shall execute all documents and perform all acts necessary to give full effect to this Deed.

39.11 Severability

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability, without invalidating the remaining provisions of this Deed or affecting the validity or enforceability of that provision in any other jurisdiction.

39.12 Counterparts

This Deed may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same document.

39.13 Power of Attorney

Each party who grants a power of attorney by this Deed hereby declares that the power of attorney so granted is irrevocable, has been given for valuable consideration, may be exercised during any subsequent legal incapacity on the donor's part and may be exercised notwithstanding any conflict of interest.

39.14 Agent

The Licensor may by notice in writing appoint any person to act as its agent in relation to all or any of the rights and functions of the Licensor under this Licence.

39.15 Survival Indemnities

Each indemnity in this Licence is a continuing obligation, which is independent from the other obligations of the indemnifying party, and which survives termination of this Licence.

REFERENCE SCHEDULE

ITEM 1	ANNUAL LICENCE FEE [REDACTED]
ITEM 2	EQUAL MONTHLY INSTALMENTS [REDACTED]
ITEM 3	COMMENCING DATE
ITEM 4	TERMINATING DATE
ITEM 5	TERM Five (5) Years
ITEM 6	REVIEW DATE(S) – CPI Not Applicable
ITEM 7	REVIEW DATE(S) – MARKET RENT Not Applicable
ITEM 8	REVIEW DATE(S) – SET INCREASE Annually on each anniversary of the Commencing Date
ITEM 9	SET INCREASE – PERCENTAGE OR AMOUNT [REDACTED]
ITEM 10	PERMITTED USE Showroom and office for golf club sales and fittings and associated golf repair services
ITEM 11	DATES FOR REDECORATION 3 Months prior to Terminating Date
ITEM 12	PUBLIC LIABILITY INSURANCE \$10,000,000
ITEM 13	OPTION TERM Not Applicable
ITEM 14	GUARANTOR Bede Hendren of 46 Woonona Road, Northbridge, NSW 2063

ITEM 15

SECURITY DEPOSIT

Three (3) months' Licence Fee plus GST

ITEM 16

ADDRESS FOR SERVICE OF NOTICE

Licensor's Address:

Licensor's Facsimile:

Licensee's Address:

Licensee's Facsimile:

EXECUTION

The COMMON SEAL of **PITTWATER COUNCIL (ABN 61 340 837 871)** was hereunto affixed on the day of pursuant to a Resolution of Council passed on the day of in the presence of:

Mayor

General Manager

Name [BLOCK LETTERS]

Name [BLOCK LETTERS]

Executed by **TEED UP MANAGEMENT PTY LIMITED (ACN 163 170 054)** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:

Director/Secretary

Director/Sole Director

Name [BLOCK LETTERS]

Name [BLOCK LETTERS]

Signed, sealed and delivered by **BEDE HENDREN** in the presence of:

Witness

BEDE HENDREN

Name [BLOCK LETTERS]

Address [BLOCK LETTERS]

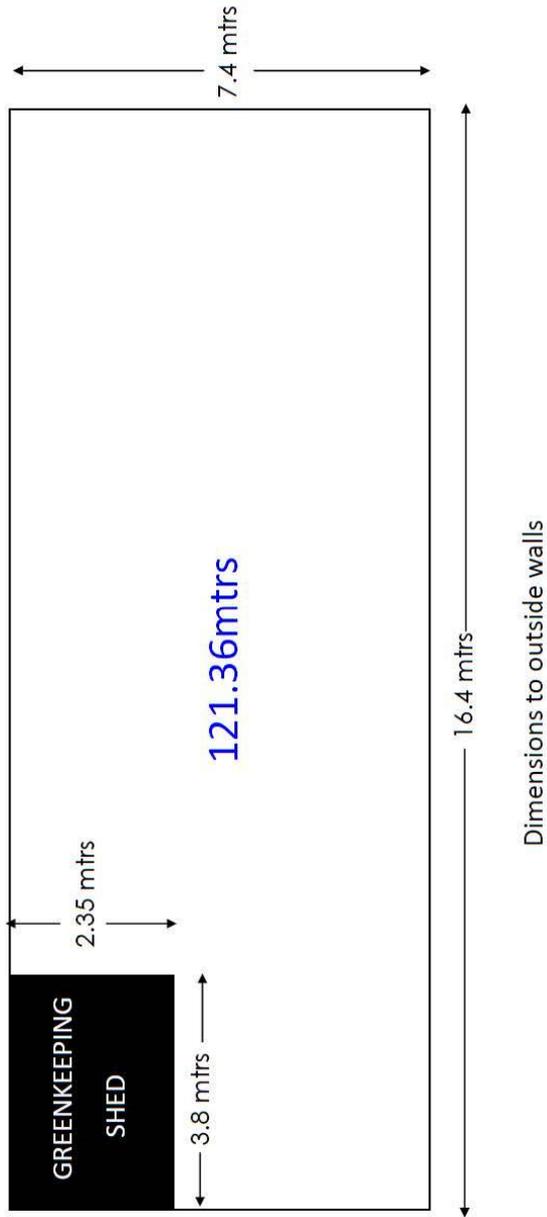
ANNEXURE A – SITE PLAN



FLOOR PLAN

SOUTHERN TEACHING AREA

Approximate dimensions



ANNEXURE B – LICENSOR'S WORKS

Below is a summary of works and materials required for works in respect of the Licensor's Works on the Premises.

1. Builder General
 - a. The builder will be required to liaise with Council's Project Manager.
 - b. The builder will have full uninterrupted access to complete their works for an agreed set time period. If the agreed works are not completed within this time period (excluding EoTs awarded), liquidated damages of \$400 (plus GST) per day will apply. This amount will be deducted from the contract price paid.
 - c. Site fencing is required until external works are completed allowing the work site to be separated from the public.
 - d. The existing greenkeepers storage room, plus golf pro storage roller door area is to be demolished and removed so the shed is 7.4m x 16.5m
2. Structural
 - a. All structural works (included, but not limited to posts, beams & purlins) listed on 'Barrenjoey Consulting Engineers P/L' drawing S1.00, S2.00 & S3.00 are to be completed.
3. Ceiling
 - a. A new ceiling is required to be installed throughout the entire shed. It is to be suspended from the raked roof.
 - b. All services are to be run in the ceiling space by Council's electrical contractor.
 - c. The builder is to install Poly insulation batts at a minimum rating of R3.
 - d. The ceiling constructed by the builder must allow the services to clear the middle steel beam/or drilled through or be boxed.
 - e. The ceiling is to be finished with 13mm plasterboard.
 - f. Where the ceiling meets the walls, a square timber mould is to be installed (eg/ 42mm x 18mm) and be sealed with polyurethane and be painted.
4. Internal Walls
 - a. For walls use villaboard.
 - b. Furring channels or H3 treated pine frame can be used.
 - c. All external internal walls to be battened and villaboard.
 - d. Use 66mm x 18mm bull nose or better for skirtings and architraves

5. Floors

- a. The floor is to be levelled and smoothed out with carpet laid over the top. All weather carpet is to be commercial grade 'Autex Widetrack'. An alternative brand may be used only if Council is satisfied it's like for like.
- b. Rubber matting (12 x 1m²) is required in the south western corner over the carpet flooring.

6. Concreting

- a. Concrete is to be installed as per 'Barrenjoey Consulting Engineers P/L' drawing S2.00 adjoining the existing slab. New concrete is to extend to new eastern wall.
- b. The external grassed area is to be cleaned up and raked level at completion.
- c. An area for each roller door bay (2 bays) is to be left embedded in the new concrete floor to allow turfed mats to hit off from. The top of the mats is to match the top of the new carpet for remaining floor.

7. External Walls

- a. All new external walls are required to match existing Colourbond and be finished so building is water tight. Cappings, flashings and angles are to be installed if required.
- b. An external wall is required on the northern elevation with a single leaf door as specified below.
- c. An external wall is required on the eastern elevation with two roller doors as specified below.

8. Electrical

- a. Council's contractor is to complete all electrical.
- b. The builder will be required to work in with this contractor and advise them with a suitable lead time when they are required to complete their components.
- c. All existing will be stripped and new with associated conduits will be installed for;
 - i. Power;
 - ii. Lights;
 - iii. Exit & emergency lights;
 - iv. Telephone; and
 - v. Data.
- d. The electrician/Beaver Air Conditioning will install a split air conditioner and exhaust fan on the western wall of the shed.

9. Plumbing

- a. No plumbing works are proposed

10. Painting

- a. The builder is to paint all internal walls and ceilings white with a primer and 3 coats (excluding colourbond sheeting and gutters).
- b. The new single leaf entrance door is to be painted to match internal and external colours.

11. External Walls

- a. All new external walls are required to match existing Colourbond and be finished so building is water tight. Cappings, flashings and angles are to be installed if required.

12. Windows

- a. There are no proposed windows.

13. Doors

- a. A single leaf door is required on the northern side off the existing pathway. This door is to be minimum 950mm wide to allow golf bags and trolleys to easily fit through.
- b. Suitable external materials must be used for entrance door frame.

14. Roller Door Installation

- a. Council's contractor is to complete the installation of new roller doors/shutters.
- b. All building works must be completed so the roller door contractor only has to install their brackets, guides, drum and curtains.
- c. The builder will be required to work in with this contractor and advise them with a suitable lead time when they are required to complete their components.
- d. Openings provided are to be;
 - i. Door 1 (D1) –5000mm wide x 3000mm high on the eastern range side elevation.
 - ii. Door 2 (D1) –5000mm wide x 3000mm high on the eastern range side elevation.

ANNEXURE C – MAINTENANCE SCHEDULE

LICENSOR	LICENSEE
Roof	Office fit-outs
Guttering & downpipes (including cleaning)	Floor coverings
Structural framework of the Premises (steel, timber and concrete)	Internal walls and ceilings
External walls	Fittings, including light fitting, globes, GPOs and light switches
Repair and/or replace windows and any locks as a result of structural movement (but not misuse by the Licensee)	Provision of additional equipment including IT, office equipment, furniture and all whitegoods
Electrical switchboard	Cleaning
Plumbing pipe work (including hot water services)	Air-conditioning plant and equipment maintenance and replacement
Drainage/sewer pipe work	Damage to doors and associated items arising from misuse by the Licensee
Electrical wiring or cabling within wall cavity	Damage to windows from vandalism
Fire service equipment certification and replacement	Water filters & coolers
Damage from vandalism and removal of graffiti (except windows)	Security equipment (if fitted) including monitoring and attendance to call outs
	Painting – internal
	Repairs to doors and door jams
	Garbage and recycling removal
	Signage (upon approval from the Licensor in accordance with this Licence)

C11.5	Delegations over Christmas-New Year Recess Period 2015/2016
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Meeting: Leading and Learning Committee

Date: 21 December 2015

COMMUNITY STRATEGIC PLAN STRATEGY: Corporate Management

COMMUNITY STRATEGIC PLAN OBJECTIVE:

- To provide leadership through ethical, accountable and legislative decision-making processes

DELIVERY PROGRAM ACTION:

-To effectively manage Council's corporate governance responsibilities

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY

To consider additional Delegations of Authority to the General Manager and Mayor over the 2015/2016 Christmas - New Year recess period.

2.0 RECOMMENDATION

- 1. That Council note the delegation to the Mayor of its policy-making functions in accordance with section 226 of the Local Government Act, 1993 over the Christmas – New Year recess period.*
- 2. That Council also note the delegations to the Mayor as outlined in paragraph 1.4 of the report.*
- 3. That pursuant to section 379(1) of the Act, authority be delegated to a Committee of the Council, comprising the Mayor or nominee (who shall be Chairperson), the 3 relevant ward Councillors if available, and any other Councillor who has an expressed interest in a particular matter or application if available, to carry out and resolve upon the regulatory functions of the Council, including the determination of development applications, S96 modifications and S82A Review applications during the 2015/2016 Christmas - New Year recess period. The Committee shall be appointed for the recess period only.*
- 4. That all Councillors be provided with copies of any reports dealing with regulatory matters, including the determination of development applications, S96 modifications and S82A Review applications prior to the delegated Committee determining such matters.*
- 5. That a report be submitted to the first Council meeting of 2016 outlining all matters and decisions taken by the Mayor or nominee (with respect to any policy making functions) and/or the above-mentioned Committee (with respect to any regulatory functions) under delegation during the Christmas - New Year recess period.*

3.0 BACKGROUND

3.1 PURPOSE

To seek Council's approval to provide additional Delegations of Authority to the General Manager and Mayor over the 2015/2016 Christmas - New Year recess period.

A specific delegation to allow for urgent matters of Council business to be dealt with over the 2015/2016 Christmas - New Year recess period has been an ongoing decision of Council for many years. Though its use has been limited in the past the delegation will allow the opportunity for any urgent matter to be dealt with in a timely manner

3.2 BACKGROUND

The Council's Christmas - New Year recess period traditionally commences after the last Ordinary Council meeting of the year. This year the recess period will begin after this meeting on Monday, 21 December 2015 and conclude on Sunday, 31 January 2016. The first scheduled Council meeting in the New Year is Monday, 1 February 2016.

Under the provisions of section 226 of the Local Government Act, 1993 the Mayor is:

"to exercise, in cases of necessity, the policy-making functions of the governing body of the Council between meetings of the Council."

It is noted that section 377 of the Local Government Act, 1993 sets out those matters which the Council cannot delegate.

The Council, at its meeting held on 3 December 2012, adopted delegations to the Mayor which included:

"With the General Manager, determine matters between the last Council meeting of the year and the first Council meeting for the following year."

3.3 POLICY IMPLICATIONS

- This delegation to the Mayor and General Manager was adopted by Council at its meeting held on the 3 December 2012.

3.4 RELATED LEGISLATION

Sections 226, 377 and 379 of the Local Government Act 1993

3.5 FINANCIAL ISSUES

3.5.1 Budget

- There are no budget implications in relation to this proposed delegation

3.5.2 Resources Implications

- There are no resource implications in relation to this proposed delegation

4.0 KEY ISSUES

Delegation of Regulatory Functions – Committee of Council

Section 379(1) of the Local Government Act, 1993 states as follows:

***[s 379] Delegation of regulatory functions
379 (1) [Delegation by Councils]***

A regulatory function of a council under Chapter 7 must not be delegated or sub-delegated to a person or body other than:

- (a) a committee of the council of which all the members are councillors or of which all the members are either councillors or employees of the council; or*
- (b) an employee of the council; or*
- (c) a county council*

It is therefore proposed in relation to any regulatory function of the Council, which includes the determination of development applications, S96 Modifications and S82A Review Applications, that authority be delegated to a Committee of the Council, comprising the Mayor or nominee (who shall be Chairperson), the 3 relevant Ward Councillors to which the application relates and any other Councillor who has expressed an interest in a particular matter, to carry out the Council's regulatory functions, including the determination of development applications, during the Christmas - New Year Recess period.

All Councillors will be provided with copies of any reports dealing with regulatory matters including the determination of development applications prior to the delegated Committee determining such matters.

5.0 ATTACHMENTS / TABLED DOCUMENTS

Nil

6.0 SUSTAINABILITY ASSESSMENT

6.1 GOVERNANCE & RISK

6.1.1 Community Engagement

This delegation has been made by Council without community consultation.

6.1.2 Risk Management

The public have an expectation that Council would be able to undertake its regulatory functions even during the recess period in January of each year.

This delegation allows urgent business to be transacted during Council's period of recess thus avoiding any reputational risk to Council.

Any use of the delegation is reported to Council thus providing an open and transparent process for the public to scrutinise.

6.2 **ENVIRONMENT**

6.2.1 **Environmental Impact**

- There are no environmental implications in relation to this proposed delegation

6.3 **SOCIAL**

- A delegation allowing urgent matters to be dealt with during the recess period supports Council's need to provide an ongoing quality service to the community.

6.4 **ECONOMIC**

- There are no economic implications in relation to this proposed delegation

Report prepared by

Warwick Lawrence
MANAGER, ADMINISTRATION & GOVERNANCE

C11.6	Minutes of the Audit and Risk Committee Meeting held on 26 November 2015
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Meeting: Leading & Learning Committee

Date: 21 December 2015

COMMUNITY STRATEGIC PLAN STRATEGY: Corporate Management

COMMUNITY STRATEGIC PLAN OBJECTIVE:

- To provide leadership through ethical, accountable and legislative decision making processes.

DELIVERY PROGRAM ACTION:

- Maintain and service Council's range of Committees
-

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY

To present to Council the Minutes of the Audit & Risk Committee for the meeting held on 26 November 2015.

2.0 RECOMMENDATION

That the Minutes of the Audit and Risk Committee Meeting held on 26 November 2015 be noted.

3.0 BACKGROUND

3.1 PURPOSE

To present to Council the Minutes of the Audit & Risk Committee for the meeting held on 26 November 2015.

3.2 BACKGROUND

Council approved the establishment of an Internal Audit Committee at its meeting held on 16 November 2009. The Committee plays a pivotal role in the governance framework to provide Pittwater Council with independent assurance and assistance on risk management, control, governance and external accounting responsibilities. This Committee was subsequently renamed the Audit & Risk Committee. The original Audit & Risk Committee Charter required the Committee to report to Council "at least annually".

At its meeting on 15 February 2012, the Audit & Risk Committee resolved that:

Minutes of the Audit & Risk Committee Meetings are to be reported to Council on a quarterly basis and so be placed on the public record.

and

The Audit & Risk Committee Charter ... to be reviewed and revised by the Committee ... and submitted for approval by Council at the first availability.

As a result the Audit & Risk Committee Charter was revised to reflect quarterly reporting to Council. Council endorsed an updated Audit & Risk Committee Charter at its meeting held on 16 June 2014.

3.3 POLICY IMPLICATIONS

As per the Audit & Risk Committee Charter.

3.4 RELATED LEGISLATION

As per the Audit & Risk Committee Charter.

3.5 FINANCIAL ISSUES

3.5.1 Budget

Nil implication.

3.5.2 Resources Implications

Nil implication.

4.0 KEY ISSUES

Per the revised Audit & Risk Committee Charter the Minutes of the Audit & Risk Committee Meetings shall be reported to Council on a quarterly basis and so be placed on the public record.

5.0 ATTACHMENTS / TABLED DOCUMENTS

Attachment 1 – Minutes of the Audit & Risk Committee meeting held on 26 November 2015.

6.0 SUSTAINABILITY ASSESSMENT

6.1 Leading an Effective & Collaborative Council (Governance)

The Audit & Risk Committee plays a pivotal role in the governance framework to provide Council with independent assurance and assistance in the areas of risk management, control, governance and external accountability responsibilities.

6.2 GOVERNANCE & RISK

6.2.1 Community Engagement

Nil implication.

6.2.2 Risk Management

The Audit & Risk Committee plays a pivotal role in the governance framework to provide Pittwater Council with independent assurance and assistance on risk management, control, governance and external accounting responsibilities.

6.3 ENVIRONMENT

6.3.1 Environmental Impact

Nil implication.

6.3.2 **Mitigation Measures**

Nil implication.

6.4 **SOCIAL**

6.4.1 **Address Community Need & Aspirations**

To inform the community on the governance framework in place to provide Pittwater Council with independent assurance and assistance on risk management, control, governance and external accounting responsibilities.

6.4.2 **Strengthening local community**

Effective risk management in all aspects of Council responsibilities.

6.5 **ECONOMIC**

6.5.1 **Economic Development**

Nil implication.

Report prepared by
Anthony Robinson - Internal Auditor

Warwick Lawrence
MANAGER, ADMINISTRATION & GOVERNANCE



AUDIT & RISK COMMITTEE MEETING

MINUTES

26 November 2015

Meeting commenced at 3.01pm

M J Ferguson
General Manager



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ATTENDANCE:

Voting Members of the Committee, namely

Mr John Gordon
Mr Robert Dobbie
Cr Julie Hegarty
Cr Kay Millar

The following Council Officers (non-voting)

Mr Mark Ferguson, General Manager
Ms Melinda Hewitt, Director Elect, Environmental Planning & Community
Ms Sonya Gallery, Principal Officer Governance
Ms Marnie van Dyk, Risk Officer
Mr Anthony Robinson, Internal Auditor
Ms Pamela Tasker, Administration Officer / Minute Secretary

Audit & Risk Committee

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New Committee Member

1. The Chair extended a welcome to Cr Kay Millar who has replaced Cr Bob Grace on the Audit & Risk Committee.
2. The Chair also extended a welcome to Ms Hewitt (Director Elect, Environmental Planning & Community) and Ms Gallery (Principal Officer Governance who attended on behalf of the Manager, Administration & Governance).
3. Mr Gordon, Mr Dobbie, Cr Millar, Ms Hewitt and Ms Gallery provided brief biographical introductions.
4. The Chair thanked Cr Grace for his past contribution to the Committee.

1.0 Apologies

Nil.

2.0 Declarations of Conflict / Pecuniary Interest

Note:

Mr Gordon made a precautionary disclosure in relation to his participation on Advisory Committees on both Warringah Council and Manly Council and advised that he would not take part in any discussion on confidential issues arising in relation to Fit for the Future LGA Reform or the Kimbriki Resource Recovery Centre.

3.0 Minutes of Previous Meeting

COMMITTEE RECOMMENDATION

That the Minutes of the Audit & Risk Committee Meeting held on 18 August 2015 copies of which were circulated to all Committee Members be and are hereby confirmed as a true and accurate record of that meeting.

(Mr Dobbie / Cr Hegarty)

4.0 Matters Arising & Action Items from Minutes

Proceedings in Brief

The Internal Auditor addressed the meeting on this item.

ACTION ITEMS:

- *17/1.8 - Internal Auditor to clarify with Manager, Administration & Governance, concerning inclusions on Compliance Checklist for Business Unit Managers.*
- *19/1.11 – Internal Audit Summary Report - Outcome to be determined by next meeting.*
- *21/1.9 – Risk Officer to provide an update on progress on ‘Working with Children’ risk mitigation measures across Council.*

5.0 Special Agenda Items

5.1 Internal Audit Quality Assurance and Improvement Program

Proceedings in Brief

The Internal Auditor addressed the meeting on this item.

ACTION ITEMS:

- *Internal Auditor to provide an Internal Audit Annual Report to the next Committee Meeting.*

Note:

The Committee noted the report on the Internal Audit Quality Assurance and Improvement Program.

5.2 Revised Internal Audit Charter

Proceedings in Brief

The Internal Auditor addressed the meeting on this item.

ACTION ITEMS:

- *Organisational Chart to be reconfigured to include reporting to Council, A&RC and General Manager.*
- *Annual In Camera Meetings to be included in KPI's.*
- *KPI relating to number of audits completed against approved Internal Audit Plan to be revised so that it is measurable.*