

# NIMBIN COMMUNITY CENTRE INC. GOVERNANCE & MANAGEMENT POLICIES & PROCEDURES



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# INTRODUCTION

This manual provides the policies and procedures for governing and managing Nimbin Community Centre Inc. (NCCI). It was first produced in August 2021, pulling together a range of previously adopted NCCI policies and procedures. It serves to direct both the day-to-day operation and the future development of NCCI. Specifically, this manual aims to:

- o Provide a framework to support effective management of NCCI
- o Facilitate strategic, long-term planning
- o Assist NCCI to meet its aims
- o Ensure decision-making is guided by policy that is transparent and open to community scrutiny.

NCCI endeavours to keep this manual current and relevant. From time to time it will be necessary to modify and amend some sections of the policies and procedures, or to add new procedures.

This manual operates alongside manuals that direct policies and procedures for NCCI human resource management and NCCI work, health & safety.

Any suggestions, recommendations or feedback on the policies and procedures specified in this manual are welcome.

These policies and procedures apply to management, employees and others engaged with or by NCCI.

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# BACKGROUND

## ZONING OF LANDS AND RELATIONSHIP TO LISMORE CITY COUNCIL PLANNING INSTRUMENTS

NCCI owns properties in 3 different locations within the village of Nimbin. All land holdings are classified as RU5 Village Zone under the provisions of the Lismore Local Environmental Plan (LEP) 2012.

**71-81 Cullen Street** consisting of eight permanent buildings located on two acres of land and known in cadastral terms as Lot 11, DP number 1013827 (Nimbin Community Centre).

**54 Cullen Street** acquired in 2012, known in cadastral terms as Lot B, DP 390096 (Birth & Beyond).

**11a Alternative Way** acquired in 2021, known in cadastral terms as Lot 66 DP1013043 (Aquarius Park).

The following Chapters of the Lismore Development Control Plan (DCP) are likely to be relevant to the management of the land use and development of NCCI properties:

Part A:

- Chapter 6 – Subdivision and Infrastructure
- Chapter 7 - Off-Street Carparking
- Chapter 8 – Flood Prone Land
- Chapter 9 - Signage
- Chapter 12 - Heritage Conservation
- Chapter 13 - Crime Prevention through Environmental Design
- Chapter 14 – Vegetation Protection
- Chapter 15 - Waste Minimisation
- Chapter 21 - Public Art
- Chapter 22 – Water Sensitive Design

Part B: Chapter 6 - Nimbin Village

## HERITAGE CONSERVATION

NCCI's Cullen Street properties are located within the Nimbin Heritage Conservation Area identified in Schedule 5 Part 2 of the LEP and the significance is identified as local. The Nimbin Community Centre grounds at 71-81 Cullen Street are classified as a Heritage Item in Schedule 5 Part 1 of the LEP and their significance are identified as local.

Heritage listing brings with it certain responsibilities that aim to conserve significant heritage items and landscapes. As the Nimbin Community Centre sites are listed in Lismore's LEP and the Lismore DCP (Part A Chapter 12 & Part B Chapter 6), certain planning practices must be adhered to:

a) Clause 5.10 (2) & (3) of the LEP answers the question "When is consent required?" and "What exceptions are there?". This clause identifies what work/development needs to obtain development consent from Council and what work/development does not require development consent.

b) Clause 5.10 (4) of the LEP outlines what Council must consider in assessing a Development Application and Clause 5.10 (5) identifies that a heritage management document may be required to assess the extent to which a proposed development would affect the heritage significance of the heritage item or heritage conservation area. Further information can be obtained from Lismore City Council in this regard.

c) In summary of the above, when considering impacts on heritage conservation of any development, consideration needs to be given to:

Schedule 5 Part 1 and 2 of the LEP;

Clause 5.10 of the LEP;

Chapter 12 - Heritage Conservation of Part A of the Lismore DCP; and

Chapter 6 - Nimbin Village of Part B of the Lismore DCP.

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# ACQUISITION HISTORY

## 71-81 CULLEN STREET- NIMBIN COMMUNITY CENTRE

The Nimbin Community Centre site at 71-81 Cullen Street Nimbin was once the site for Nimbin Central School. Due to increased enrolments, the construction of a new school on a bigger landholding began in 1995. A community committee was established to explore the option of purchasing the site. In 1996 Lismore City Council (LCC) agreed to buy the land for Nimbin, provided the community itself raised \$140,000 prior to purchase and paid off the remaining \$140,000 within ten years. In 1997 Nimbin Central School was relocated and Nimbin Community Centre commenced occupation of the site in March 1998.

The loan with LCC was paid up in 2008, with major financial contributions being:

\$37,000 from Nimbin Community School who sold a building.

Over \$30,000 from a highly successful 1997 trade & cultural expo 'Visions of Nimbin'.

A \$30,000 grant from the Casino Community Benefit Fund.

Significant donations from numerous individuals and organisations within Nimbin, as well as a multitude of fundraising activities.

LCC Section 94 Contributions obtained from new development.

Income from renting out the buildings and rooms formerly occupied by the school.

In July 2008 NCCI (formerly Nimbin Community Development Association) took title to Nimbin Community Centre. The ownership of Nimbin Peace Park remained vested with Council. Nimbin Community Centre Inc. retains the right of first refusal should LCC ever intend to dispose of this asset.

## 54 CULLEN STREET - BIRTH & BEYOND

In 2013, following a protracted legal dispute over ownership, Nimbin Community Centre Inc. took title to "Birth & Beyond" at 54 Cullen Street, a building with a long and varied history. Built on the main street of Nimbin around 1906 it had housed a barber's shop, a billiard room, a boot store, an auctioneer's and the local branch of the RSL. In 1973 it was purchased for \$500 from the RSL to serve as a hub for the Aquarius Festival. Following the festival, the building was sold to six individuals for \$500 plus costs.

In 2013 Nimbin Community Centre purchased the building from four of the six post Aquarian owners for \$200,000. The remaining two owners donated their shares in the building. Birth & Beyond is now in community ownership through NCCI, secure for future generations, and continues to be used by a diverse range of community organisations and local healers.

## 11a ALTERNATIVE WAY- AQUARIUS PARK

In 2021 NCCI took ownership of 11A Alternative Way Nimbin (Lot 66 DP1013043), a 2.29ha vacant property within the village, for a purchase price of \$350,000. Rainbow Power Company contributed \$135,000 to the acquisition in return for a boundary adjustment with their adjoining land holding and retention of the dwelling entitlement for Lot 66.

This land acquisition was made to enable the community to develop the land surrounding Nimbin's Rainbow Road Walking Track - Stage 1 into a park - incorporating bird watching, picnic areas, interpretive signage, a sculpture park and, importantly, rehabilitation of a significant wetland within the village boundary. LCC, NCCI, Nimbin Chamber of Commerce Inc and the wider Nimbin community are committed to this project, evidenced through: widely supported community fundraising efforts; donations to acquisition by individuals, community organisations and local businesses; and, development, design and funding of project plans by the community.

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# LEGAL FRAMEWORK

Nimbin Community Centre Inc. (NCCI) is incorporated as a not-for-profit, non-government organisation. The operation of NCCI is guided by the Model Constitution for Incorporated Associations, under the Associations Incorporations Act 2009. All organisational policies and procedures should be viewed in this context where relevant.

## AIMS

To manage the assets of the organisation in a sustainable manner for the benefit of future generations of Nimbin and surrounding areas.

To provide and maintain buildings, grounds and open space for community development, education, recreation, and other community purposes.

To support and build on community resources, services, and facilities.

To initiate and advocate for projects and services based on the changing needs of the community of Nimbin and environs.

## OBJECTIVES OF THE NCCI 2020-2025

Responsive and effective administration

Finances managed effectively to support long-term financial viability

Buildings and grounds are well maintained and enhanced

Use of rental spaces is maximised and rental income is reliable

Heritage status is observed

The impact of climate chaos is minimised (climate chaos consists of global warming, increased fire risk, extreme weather events, water shortages)

Environmentally friendly initiatives are undertaken

Community use of NCCI grounds and buildings is optimised

Nimbin markets are supported

Rents for community groups and organisations kept as low as possible

Relationships between our Aboriginal community members, NCCI tenants and users of both sites strengthened

Nimbin Community Centre and Birth & Beyond are widely valued community facilities

Initiatives that have broad community benefit are supported

Community needs are identified

Increased opportunities for youth.

## HOW NCCI PROPOSES TO MEET ITS OBJECTIVES

### Action Plan 2020-25

<b>Aim: To manage the assets of the organisation in a sustainable manner for the benefit of future generations</b>						
<b>Objectives:</b>	<b>Actions:</b>	<b>Timeframe:</b>	<b>How:</b>	<b>Funding</b>	<b>Review 2022</b>	<b>Actions 2022-2023</b>
Responsive and effective administration	<p>Staff position descriptions reviewed annually to ensure requirements for responsive &amp; effective administration</p> <p>Management committee kept informed of issues impacting on NCCI's administratively and financially</p>	Annually	<p>Performance reviews for all staff to be conducted annually by the management committee. Position descriptions reviewed as part of this process and changed where necessary</p> <p>New policies to be developed in response to identified needs</p>	<p>Recurrent budget</p> <p>Recurrent budget</p>	<p>Reviews conducted annually for all permanent staff</p> <p>New policies being adopted as required</p>	
	Issues arising from administration considered	Ongoing	Monthly Coordinator reports provided to the management committee flagging issues of concern requiring action	Recurrent budget	Monthly reports provided	

	Policies and Procedures in place that appropriately reflect current needs and practices	Ongoing	Policies and procedures annually reviewed by coordinator and necessary changes reported to the management committee for their deliberation	Recurrent budget	Has not been occurring but were reviewed by the committee in 2021 and uploaded to NCCIs new website. Ongoing review to be undertaken by the coordinator	Review policies in February. Meanwhile detailed review of policy index list created previously with a view to refining and reporting to the committee for action
Finances managed effectively to support long-term financial viability	An annual budget that does not rely on loans, grants or debt is prepared in a timely manner	Annually commencing in April	Budget is adopted early June and tenants notified of decisions that impact such as rent variations	Recurrent budget	Annual recurrent budgets are developed with a view to maintaining a balanced budget that does not rely on drawing from reserves	Detailed review of budget and organisational management to address increasing financial challenges. Engage tenants in the deliberations
	Income and expenditure regularly reviewed	Ongoing	Monthly financial reports provided to management by the bookkeeper	Recurrent budget	Monthly reports provided to management and financial situation is regularly reviewed	
	Impact of COVID-19 on NCCI effectively managed	Ongoing	Liaise with tenants to assess impact Action the COVID-19 rental relief policy and manage tenant requests within the financial constraints of NCCI	Recurrent budget & Government stimulus payments	Rental concessions delivered during COVID and managed through government support packages and stimulus payments. Numerous concessions delivered to	

			<p>COVID safe practices instigated for reopening of group spaces and tenants encouraged to be doing the same Government directives enforced</p>		<p>casual hirers which has and continues to impact negatively on NCCI's financials.</p> <p>Coordinator registered COVID safety plan with NSW Health and safety notices and equipment, QR code obtained for both casual hire spaces and office. All recommendations passed on to permanent tenants and casual tenants as they arose and as situation changed. Safety resources purchased and provided and implemented in office procedures. Staff worked from home when required.</p>	
Buildings and grounds are well maintained and enhanced	Regular maintenance of grounds and buildings	Ongoing	Employment of a building /grounds maintenance person	Recurrent budget	Grounds and building maintenance have been separated and an employee engaged for grounds maintenance who has been	Review staffing levels and explore opportunities for grounds support eg volunteers

	<p>Annual inspection of all properties undertaken in consultation with tenants</p> <p>Funds to be held in reserve for unforeseen circumstances requiring urgent attention or to allow for big infrastructure maintenance such as roof replacements</p>		<p>Monthly updates provided to management by relevant staff</p> <p>Annual inspections, including pest inspections and fire safety checks, undertaken of all NCCI property prior to completion of the annual budget</p> <p>Budget to be prepared with a view to meeting, at least, works identified as essential and maintaining a reserve for urgent projects outside of the annual budget</p> <p>Remaining 50m of walkways to be replaced by 2024</p>	<p>Recurrent budget &amp; grant funds</p> <p>Recurrent or grant</p> <p>Recurrent budget</p> <p>Recurrent and grants if available</p> <p>Grant or Council or fund raising</p>	<p>supported extensively by volunteers</p> <p>Monthly building and site maintenance reports provided to management</p> <p>Annual inspections for fire and pest undertaken. Noted that fire inspection requirements are becoming very costly</p> <p>Budget developed with a view to undertaking works identified as essential as a priority. Grants also sought. A reserve to accommodate major building works is being built-up – currently at \$15,000 with an aim of \$50,000</p> <p>Walkway replacement section between Acacia to Bark Hut and Casuarina (approx. 25 metres) has been funded by FRRR-21 grant (\$9,700 funds). The</p>	<p>Work on budget to restore reserves to pre 11a purchase</p> <p>Continue to source grant opportunities</p> <p>Pursue release of identified S94 funds and complete final 25m of walkway</p> <p>See below for actions relating to grounds development planning</p> <p>Footpath replacement around tree roots to be worked into a grant ready project</p> <p>If stairs to the car park behind Birth &amp; Beyond are funded by Council plans for pedestrianizing the rear of birth and beyond to be drawn up</p>
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	Disability access throughout both sites to be improved		<p>A capital works schedule to be developed, in consultation with tenants, community and the truth and Beauty sub-committee and works prioritised and costed with a view to funding from NCCI recurrent and reserve funds or grant funds over time. To assist this a 3 year rolling capital works program to be developed</p> <p>Footpaths impacted by fig roots to be replaced. Stage one Banksia to Cullen Street; stage two Gumnut to Figtree or Gumnut to pond. Complete by 2024</p> <p>Stairs to car park at rear of B&amp;B to be costed to</p>	Recurrent	<p>final stretch of walkway (25 metres) will be completed as soon as LCC releases the section 94 funding applied for in 2021.</p> <p>T&amp;B committee has reviewed grounds development guidelines 2004 and made recommendations re signage and disability access on site. Projects are not yet costed.</p> <p>A 3 year rolling capital works program has not been developed</p> <p>Footpath replacement has been assessed and preliminary costings done. This needs refining. Put on hold while extension work was done to the day care play area. Needs to attract grant funding to progress</p> <p>Stairs to car park designed and costed and submitted</p>	<p>Review actions in relation to the veranda of Casuarina</p> <p>Installation of CCTV to be pursued once additional funding obtained via grants</p> <p>Birth &amp; Beyond wall to be replaced and internal wall cladding inspected once grant funding is successful</p>
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			<p>improve public access and reduce public liability</p> <p>Casuarina corridor to be brightened up – painting of walls and ceiling</p>		<p>to Lismore Council who have shown an interested in funding</p> <p>Casuarina corridor - Veranda and stair railings painted and cleaned. Casuarina tenants’ feedback is that they like murals on walls. Ceiling painting not costed. Committee to further consider</p> <p>Installation of CCTV costed and grant application submitted</p> <p>Birth &amp; Beyond southern side wall identified as needing replacing – 2 grant applications made in 2022</p>	
Use of rental spaces is maximised and rental income is reliable	<p>High occupancy rates are maintained</p> <p>Availability of casual hire spaces to be</p>	As required	Policy regarding vacancies and use of casual hire spaces to be followed by the Coordinator	Recurrent budget	<p>Policies regarding vacancies and use of casual hire spaces are being followed. Additional policy developed regarding short notice cancellation of casual hire bookings</p>	Casual hire to be promoted and bookings facilitated through good communication.

	<p>regularly promoted to the community</p> <p>Rental charges to be reviewed annually with a view to keeping them as low as possible, especially for community-based initiatives</p> <p>Use of casual hire spaces is promoted to optimise rental income generated</p>		<p>NCCI website to contain information regarding casual hire spaces</p> <p>Attention to capacity to pay rent to be undertaken prior to signing leases with new tenants</p> <p>Rental arrears to be pursued promptly</p> <p>Support for tenants who are struggling financially to be considered</p>		<p>Venue hire developed as a stand-alone component of the new website and contains all information required to inform bookings. Also allows for bookings to be made when the office is unattended</p> <p>Rental arrears are pursued in accordance with policy</p>	<p>Cupboard to be removed from B&amp;B and internal storage for yoga equipment etc. to be constructed to better protect the Flix equipment – funded from Flix monies held in reserve</p> <p>Plans to be made to paint dance studio in 2023-2024 year</p>
Heritage status is observed	<p>All development applications (DAs) give consideration to heritage requirements</p> <p>Changes to exterior of buildings to be sympathetic to village heritage</p>	As required	<p>Management committee to ensure heritage status is appropriately observed prior to signing any DA</p> <p>Management committee to ensure any planned changes to the external appearance of buildings</p>	Recurrent budget	<p>Committee ensures heritage status is addressed in DAs and consideration is given to impact on streetscape when works are undertaken.</p> <p>A DA is submitted before any tree-works are commenced as per heritage requirements.</p>	

	Grounds initiatives such as tree lopping and tree removal are submitted through an application to Council for approval		are sympathetic to village heritage  Coordinator to ensure Council approval is received prior to lopping or removal of trees, in accordance with Council's policies			
The impact of climate chaos is minimised (climate chaos consists of global warming, increased fire risk, extreme weather events, water shortages)	Fire risk is regularly assessed and addressed	Annually	Grounds and buildings are assessed annually for fire risk Gutters are as leaf-litter free as possible and cleaned professionally annually Sub-floor of buildings to be enclosed where necessary to reduce accumulation of leaf litter Flammability of tree species within the grounds to be assessed and replacement considered if recommended	Recurrent budget  Recurrent or grant	Fire response plan has been developed. Maintenance and Centre coordinators liaise regarding implementing recommendations from annual fire inspections.  Gutters are cleaned annually by an outside contractor  Sub-floors of buildings have been enclosed where necessary to reduce accumulation of leaf litter	Fire evacuation Site maps to be finalised and distributed to individual tenants.  Consideration to be given to installation of external blinds on the east facing windows of Acacia – proposal needs costing to facilitate a grant application

			A fire response plan to be developed for both NCC sites Consideration to be given to installation of external blinds on the east facing windows of Acacia			
	Water storage is available to provide a supply to maintain grounds during drought and resulting water restrictions. Water storage also to be considered as a drinking supply source for local residents when not required for gardens	Short-medium term	Rainwater tanks to be installed at the rear of NNIC in 2020/21 and in other locations in subsequent years	Recurrent budget and possible grant funding	Rainwater tank installed at rear of NNIC (NRCF grant funded). Tank in the quadrangle replaced (drinking water source).	Consideration to be given to additional tank sites with a view to funding in future years
	Options to make buildings more climate responsive are explored,	Medium term	Identify buildings without roof insulation and plan to install	Recurrent budget combined	Requires further action Casuarina – no roof cavity	Prepare a report for the committee - identify buildings without roof insulation

	including temperature control, with a view to minimising use of air conditioners and other energy hungry approaches		insulation and/or whirly birds  Where possible, require insulation of walls during any building renovation	with grant funding	Figtree - roof would require lifting NNIC - insulated	and cost appropriate insulation options and/or whirly birds. To become a project ready grant option
	Initiatives that could be undertaken to minimise the impact of climate chaos to be identified and explored.	Short term – long term	RPC to undertake an energy audit with a view to reducing energy use. Implement recommendations from the audit  An internal audit of grounds and plantings to undertaken with a view to reducing water usage energy use. Implement recommendations from the audit	Recurrent budget and/or grant funding	Energy meter installed in late 2021 (grant funded). This will enable delivery of a report identifying possible energy savings over time  Water usage and audit of gardens discussed with garden staff in 2019 during drought. Deep mulching of beds undertaken and a policy to replace plants with native species that reduce water use undertaken. All new planting are native species. When water restrictions are in place watering will occur when necessary from storm water catchment in tanks installed	Energy meter audit report to be considered and plans made to action recommendations that generate energy savings

					on site. All external taps spring loaded or require a key to access.	
	Build solar energy generating capacity	Ongoing	<p>Explore options for additional solar installations &amp; storage. Identify funding including exploring grant options Implement.</p> <p>Investigate a share in Rainbow Power Company to reduce cost of solar installations and to support a local business</p> <p>Option of long-term tenants such as NACRS organising a direct to grid connection to be explored with a view to expanding solar grid feed capacity</p>	Recurrent budget and grant funding	<p>RPC consulted and advised that due to shade and roof angles no more solar can be installed on the Community Centre site.</p> <p>RPC share investigated but not pursued</p>	Option of tenants establishing own grid connection to expand the solar capacity of either or both properties to be explored

Environmentally friendly initiatives are undertaken	Explore strategies for better managing green waste generated from NCC and Birth & Beyond	Short term	Separate out madeira vine from green waste and find a local site to compost or burn green waste Canvas opportunities for waste reduction and liaise with tenants	Recurrent budget	Local site to compost green waste established  Madeira management addressed  Tenants consulted and provided with advice and resources to minimise waste	
	NCCI office and maintenance processes reviewed with the aim of reducing NCCI's carbon footprint	Short term	Staff undertake a review as a group and make recommendations to management	Recurrent budget	Paperless communication encouraged Air con maintained at recommended 22° and used sparingly.	Staff group review to occur

<b>Aim: To provide and maintain buildings, grounds and open space for community development, education, recreation and other community purposes</b>						
<b>Objectives:</b>	<b>Actions:</b>	<b>Timeframe</b>	<b>How:</b>	<b>Funding</b>	<b>Review 2022</b>	<b>Actions 2022-2023</b>
Community use of NCC grounds and buildings is optimised	Community-based activities and initiatives to be given priority for rental of vacant rooms and casual hire spaces where practical	Ongoing	The management committee preferences use of NCC & Birth & Beyond by community-based groups and organisations where financially practical and/or sustainable	Recurrent budget	Community-based groups and organisations preferred at all times	

Nimbin markets are supported	Continue to accommodate and support the Nimbin monthly market  Explore opportunities for holding the weekly Nimbin Farmer's market on site	Ongoing  Short term	Grounds are rented to the markets and financial assistance considered if requested  Coordinator to enter into discussions with the Farmer's market coordinator	Recurrent budget  Recurrent budget	Significant rent reductions given to a market heavily impacted by COVID and wet weather  Farmers' market prefer to stay put	A 12-month rent reduction made for the Nimbin markets to support their continuity after two very disrupted years
Rents for community groups and organisations kept as low as possible	Rental policies to favour community and not-for-profit organisations	Ongoing	NCCI's rental policy be reviewed by management every two years with a view to assessing effectiveness and impact on community groups and organisations	Recurrent budget	Rental policy reviewed in 2021	Review of budget and management structure to occur with a view to minimising rent increase impacts on tenants
Relationships between our Aboriginal community members, NCC tenants and users of both	If requested, support initiatives that see the Nimbin Aboriginal Arts & Cultural Centre (NACC) more widely used and cultural activities held	Ongoing	Seek funding for an indigenous stage at the Nimbin Roots Festival, in consultation with local Elders and Roots Festival organisers	Grant funded  Recurrent budget	Roots Festival has been cancelled in 2020 and 2021 due to COVID. No plans for an indigenous stage in 2022  The NACC grant applications have been supported on request. Creative Koori grant	Plan for an indigenous stage at the 2023 Nimbin Root Festival

sites strengthened	Develop a Reconciliation Action Plan (RAP) for NCC		<p>Support NACC grant applications when requested</p> <p>Actively support NAIDOC events</p> <p>Encourage engagement of the NACC in NCC events – such as the Sticks &amp; Stones exhibition</p> <p>Develop a NCC RAP and implement recommendations (access Lismore Council’s RAP in the region program to assist in development)</p>	<p>Recurrent budget</p> <p>Grant funding</p> <p>Recurrent funds</p>	<p>has been auspiced and overseen by NCCI on request</p> <p>NAIDOC funding application made annually by coordinator who works with NAIDOC organising committee to discharge grant and submit acquittal reports.</p> <p>NACC events such as sticks and stones have not occurred in 2020 and 2021 due to COVID</p> <p>2022 SCU student placement is evaluating current NCCI practices, undertaking research and making recommendations for RAP development.</p> <p>No new signage installed. Gilbert Laurie has agreed to consult where required</p>	
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			Encourage dual language signage throughout NCC sites			
Nimbin Community Centre and Birth & Beyond are widely valued community facilities	<p>Welcome contributions of public art in NCCI buildings and grounds</p> <p>Regularly inform the wider community about NCC and Birth &amp; Beyond activities and services</p> <p>Engage tenants and community in the future development and management of NCCI's grounds and buildings</p> <p>Keep abreast of community issues and initiatives to better inform NCCI engagement with the wider community</p>	Ongoing	<p>Seek funding that supports commissioning of public art initiatives including extension of the Rainbow theme to other buildings</p> <p>Contribute regular articles to Nimbin Good Times and provide press releases to NIMFM on NCC &amp; Birth &amp; Beyond activities and services, new tenancies etc.</p> <p>Maintain a Facebook presence</p> <p>Keep NCCI website current and interesting</p> <p>Expand tenant email contact base</p>	<p>Grant funded</p> <p>Recurrent budget</p>	<p>Mural above the Apothecary revamped.</p> <p>Rainbow theme not to be extended due to cost</p> <p>Monthly articles provided to Nimbin Good Times.</p> <p>New website developed <a href="http://www.nimbincommunity.org.au">www.nimbincommunity.org.au</a></p> <p>Extensive information regarding NCCI and activities posted to website and updated regularly</p> <p>Minutes are posted to the website to keep tenants and others informed.</p> <p>Facebook presence established and maintained</p> <p>Social media training to be undertaken</p>	<p>Actions to broaden base of NCCI and encourage new, younger management committee members to be undertaken by the committee</p>

	Diverse community perspectives brought to NCCI decision making		<p>Undertake regular contact with tenants and community to seek feedback and canvas ideas</p> <p>Suggestion Box provided outside the NCC office and promoted by the Coordinator</p> <p>Regular tenant newsletter updates circulated</p> <p>Meetings with and/or surveys of tenants and community when desirable</p> <p>Encourage holding of events on site that bring in community</p> <p>Continued engagement with the annual Sticks &amp; Stones Sculpture exhibition, including organisation of</p>	<p>Recurrent budget and outside funding</p> <p>Recurrent budget</p>	<p>Suggestion box and message book installed outside office.</p> <p>On site event planning challenged by COVID. Sticks and Stones has not occurred.</p> <p>Broadening community input into NCCI challenged by COVID – to be undertaken over the next few years</p>	
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			<p>sponsored prize categories. Event to be held in conjunction with an NCC Open Day</p> <p>Develop and implement a plan to broaden communities of interest input into decision-making through management committee representation or other mechanisms</p>			
	<p>NCCI's Truth &amp; Beauty sub-committee are engaged in development of NCC grounds and recommendations are considered for implementation by the NCCI management committee</p>	Ongoing	<p>Management supported recommendations are prioritised, costed and funding sought for implementation.</p> <p>Quadrangle revitalisation project pursued by the Coordinator with a view to developing and costing a comprehensive strategy for implementation</p>	<p>Recurrent budget</p> <p>Recurrent budget plus grant funding</p> <p>Recurrent budget plus grant funding If required</p> <p>Recurrent budget</p>	<p>Plans for developing the grounds at the community centre and birth and beyond need more streamlining. A capital works plan to be developed and prioritised and necessary costings developed – as staff resources permit</p> <p>T&amp;B committee has reviewed grounds development guidelines 2004 and made recommendations re signage and disability access on site. Further consideration to be given by the committee with a</p>	<p>Call for EOIs in developing a plan for grounds development – including the quadrangle area, signage and disability access - alongside a 3 – 5 year capital works program that could be utilised to attract outside funding. The plan is to refer to suggestions and</p>

		<p>Report presented to management on shortcomings relevant to disability access with a view to actioning recommendations</p> <p>Extension of the Rainbow theme on Bottlebrush across Acacia on to the Bark Hut to be costed with a view to implementation</p> <p>All signage to be reviewed, replacement costed and consideration for implementation (in dual language where appropriate) undertaken when preparing annual budgets.</p> <p>A beautification and access plan for the Sibley Street frontage of NCC to be developed and actioned when</p>	<p>Recurrent budget plus grant funding</p> <p>Recurrent budget/grants</p> <p>Volunteers' time</p> <p>Recurrent budget</p>	<p>view to costing and implementing</p> <p>Rainbow theme not to be pursued</p> <p>Creative Koori grant will allow for some refurbishment of the access from Sibley St to the Cultural Centre</p> <p>Noticeboard fronting Cullen St has been redesigned and replaced</p>	<p>planning from the T&amp;B committee and earlier consultations</p>
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			<p>funds permit, in consultation with the Aboriginal Cultural Centre and recognising the value of Indigenous food gardens</p> <p>Noticeboard fronting Cullen Street to be revamped</p>			
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<b>Aim: To support and build on community resources, services and facilities</b>						
<b>Objectives:</b>	<b>Actions:</b>	<b>Timeframe:</b>	<b>How:</b>	<b>Funding</b>	<b>Review 2022</b>	<b>Actions 2022-2023</b>
Initiatives that have broad community benefit are supported	Support community organisations both within and outside the NCCI's direct areas of responsibility	Ongoing	<p>Auspice and/or manage grant funds for other community organisations</p> <p>Write letters of support for community organisations applying for funds</p> <p>Forward information from NCCI's grant feed</p>	Recurrent budget	<p>Creative Koori grant and NRCF-Nimbin Youth Rocks project auspiced by NCC and managed where appropriate</p> <p>Letters of support supplied to community organisations on request.</p> <p>Relevant grants forwarded from office to community organisations as they come in.</p>	

			to relevant community networks  Assist community organisations to write grants within NCCI's resourcing capacity		NCCI grant writing outsourced from 2021	
	Actively support the village murals restoration	Ongoing	Partner with Nimbin Chamber of Commerce and assist to oversight ongoing mural restoration	Recurrent budget (admin only) Grant and outside source funds e.g. SBRVL	Support provided re administration of mural restorations as required.  B&B mural immediately above the shopfronts has been refurbished funded from NCCI and NCOC funds in 2022	
	Actively engage in extending the main street 'Light Up Nimbin' initiative	Ongoing	Develop strategies and costings to further light up murals and extend under-awning lighting Partner with Nimbin Chamber of Commerce and seek grant funding to increase lighting of Cullen Street	Recurrent budget (admin only) Grant and outside source funds e.g. SBRVL	Plan for stage 2 and costings received. No grants have been identified to continue project stage 2. ComSkool will consider housing Stage 3 on other side of Cullen if plan, costings and funding developed for project.	Partner with The Chamber to look for grants for stage two of light up Nimbin

	Support Nimbin Rainbow Road walking trail to be realised	Ongoing	Continue to liaise with Lismore Council to see this project implemented in partnership with the Chamber. Priority to be given to Stage 2	Recurrent budget	<p>Purchase of 11a Alternative Way – driven by NCCI and financially supported by numerous community organisations. Development of the site will be grant funded.</p> <p>Wrote the application that successfully delivered \$2.54m to construction of the track and all the supporting elements. Project is being managed by Lismore Council and NCCI has a position on the working group. A Landcare group has been established to support delivery of required maintenance into the future</p>	<p>Continue engagement in planning and construction of the RRWT – due to open in 2023.</p> <p>Develop a long term maintenance plan for 11a once walking track is opened – scheduled for May 2023. Identify a Landcare working group, funding and mode of operation</p> <p>Further design the 11a element of the RRWT and explore funding options for elements not provided through the construction grant</p>
	Support installation of a	Short term	Seek funding from sources outside NCCI	Grant funds	3 drinking water filling stations are part of the grant received	

	filtered drinking water filling station in Cullen Street				for the Rainbow Road Walking Track	
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<b>Aim: To initiate and advocate for projects and services based on the changing needs of the community of Nimbin and environs</b>						
<b>Objectives:</b>	<b>Actions:</b>	<b>Timeframe:</b>	<b>How:</b>	<b>Funding:</b>	<b>Review 2022</b>	<b>Actions 2022-2023</b>
Community needs are identified	Widely engage with community interest groups	Ongoing	<p>Staff and management bring broad community perspectives and experiences to the decision-making table</p> <p>Coordinator and management represent NCCI at community meetings where considered useful eg. PCCC, NimCoC, Nimbin Advisory Group (NAG)</p> <p>NCCI representation at community consultative events</p>	Recurrent budget	<p>Supported the community through the 2019 bushfires and subsequently engaged in development of a disaster management and recovery planning process.</p> <p>Supported the 2022 flood clean up</p> <p>Membership of and active involvement in other community organisations ensures a broad understanding of community needs is brought to decision-making. Groups include Hemp Embassy, Mardi Grass, NAG, NimCoC, PCCC, Nimbin School of Arts, and local bushfire brigades,</p>	

					Engage in community consultation initiatives	
	Increase the membership base of NCCI	Short-term then ongoing	Promotion of the AGM Invite a guest speaker to the AGM Encourage tenants to become members of NCCI Encourage previous members to rejoin through an annual membership drive held in conjunction with the AGM	Recurrent budget	2020 AGM did not take place due to COVID 2021 - AGM promoted through usual networks. Membership encouraged through website, in Newsletters and via discounts offered to casual hirers.	Committee to actively consider its aim of increasing the membership base of NCCI
Increased opportunities for youth	Youth focussed projects are identified and supported where appropriate	Ongoing	Work with other local community organisations and individuals to identify needs and opportunities via; -Identify and liaise with local organisations that work with youth and inform them of equipment or infrastructure available from NCC	Recurrent budget	Supported NRCF- Nimbin Youth Rocks project by auspicing their grant.  Tunable Falls Primary School used the Community Centre following the 2022 flood disaster  Engaged in planning for Aquarius 50 in 2023 with emphasis given to engaging children	

			<p>for youth engagement.</p> <p>-Identify and liaise with local organisations that may offer support or funding for youth projects</p>		<p>On behalf of the Chamber - wrote the grant application for Illuminate Nimbin – a very successful mini-festival held in June 2022. Committee members participated in organisation and grant reporting</p>	
	<p>Initiatives that see youth more engaged with NCC</p>	<p>Ongoing</p>	<p>Work experience opportunities provided for local schools on request of school.</p> <p>Fee relief considered for youth projects in casual hire spaces on request</p> <p>Access to youth resources held at NCC for youth events and activities on request</p> <p>Offer space in NCC grounds for youth events or local schools' activities on request</p>	<p>Recurrent budget</p>	<p>Student work experience placement opportunities offered to Nimbin Central School. Usually have 1 student placement annually.</p> <p>The Nimbin Youth Festival has folded for now</p>	

			<p>Engage with local schools – via the Annual Sticks and Stones Sculpture Exhibit</p> <p>Support Nimbin Youth Film Festival via admin support and grant seeking. (Requires a facilitator to drive the festival)</p> <p>Engage with youth around climate chaos as opportunity arises once the NCC climate chaos strategy and action plan is drafted via local schools, community news forums and youth support organisations.</p>			
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# MANAGEMENT OF NCCI

A volunteer Management Committee, elected annually at the Annual General Meeting, controls and manages the affairs of the NCCI. In accordance with the Model Constitution this Management Committee comprises a President, Vice-President, Secretary, Treasurer and at least three ordinary members. The Management Committee meets regularly to review the activities and direction of NCCI business and make decisions for the future.

## MANAGEMENT COMMITTEE ROLES & RESPONSIBILITIES

### *Chairperson (President)*

Ensure regular Management Committee meetings are held and conducted in accordance with the NCCI's Constitution

Encourage other Management Committee members to attend meetings

Draw up an agenda for the meetings with the assistance of the Secretary

Prioritise agenda items and if necessary set time limits

Lead the meeting through the agenda keeping discussion relevant, decision making clear and encouraging broad participation (this may be delegated to a facilitator acceptable to the committee)

Facilitate decision making by consensus where possible

Ensure meetings are run in accordance with NCCI's Constitution

Act as a spokesperson for NCCI or delegate where appropriate

Stay in touch with day-to-day happenings

Respond to requests in between meetings in a manner consistent with NCCI policy and agreed action

Be prepared to act as a trouble-shooter whilst ensuring conflicts are dealt with appropriately and committee members are kept informed.

### *Secretary*

Take responsibility for meeting notification

Ensure a meeting space is booked and appropriate equipment available

Prepare the agenda in consultation with the president

Take accurate minutes of all meetings and ensure these are circulated within 14 days if possible and filed electronically

Keep minutes of appointments of office bearers at a committee meeting or a general meeting

In consultation with the Coordinator, ensure a correspondence list, including letters received and sent, is compiled and inform the committee of any correspondence that requires immediate attention

Ensure that correspondence is properly filed and up-to-date and is available for any member to examine

Ensure copies of the minutes are distributed to Management committee members before the next meeting

Maintain the management committee orientation kit in consultation with the committee and provide a copy to all new Management committee members on appointment

Ensure the policy manual is regularly reviewed.

### **Public Officer**

Sign correspondence to the Dept. of Fair Trading including special resolutions, applications to extend the date of the AGM etc.

Maintain a register of members

Lodge with the Dept. of Fair Trading within one month after the AGM a copy of the income and expenditure statement of NCCI, a statement of the assets and liabilities of NCCI, a statement as to any mortgages or any other charges or securities affecting any property of NCCI, any other requirements of the annual return

Authenticate documents or proceedings of NCCI for the Dept. of Fair Trading

Receive formal notice from the Dept. of Fair Trading

Ensure any other responsibilities of the Public Officer are met as required by latest legislation.

### **Treasurer**

Ensure proper books of accounts are properly maintained and kept safe

Ensure all money due to the association is collected and received and that all payments authorized by the association are made

Ensure monthly and other financial reports are produced and present these at monthly Management Committee meetings

Ensure the financial requirements of funding bodies are met

Ensure Management committee members understand the financial reports

Ensure an audit of the books is prepared each year if required by the membership and that the accounts of the Association showing the financial position at the end of the preceding financial year is submitted to members at the AGM

Ensure funds are not mismanaged.

### **All Management Committee members**

- o Be familiar with the policies and procedures adopted by NCCI.
- o Assist the chairperson, secretary, public officer or treasurer in undertaking their duties
- o Ensure all employees have current position descriptions and clear conditions of employment
- o Act as a spokesperson when requested by the Management Committee
- o Be a member of and or chair sub-committees, working parties or task groups as required
- o Sign letters or documents on behalf of NCCI as required
- o Manage the affairs of the NCCI in the interests of the organization and in accordance with the NCCI's rules
- o Be responsible for the conduct of the NCCI

- o Be accountable for their actions and decisions to the membership
- o Select and monitor tenants
- o Keep the community informed of the activities of the NCCI
- o Auspice appropriate grant applications
- o Undertake other tasks which may arise.

## **MANAGEMENT COMMITTEE MEETINGS**

Meetings shall be held regularly in accordance with the NCCI's Constitution at a venue determined by the Chairperson in consultation with the Management Committee. Other meetings may be arranged as required.

Meetings should be attended by all Management Committee members if possible. There must be a quorum at meetings, in accordance with the Constitution (5 members). Guests may be invited (in consultation with the Chairperson) for a specific purpose.

Meetings will be conducted in accordance with NCCI's Constitution. The agenda for the meetings will be:

Acknowledgement of the original custodians of the land, past, present and emerging  
 In attendance and apologies  
 Declaration of conflict of interest  
 Acceptance of minutes from previous meeting  
 Business arising  
 Correspondence  
 Business arising from correspondence  
 Reports – Coordinator, Financial Reports, Site Maintenance  
 Presentation of leases for approval and signing  
 General business  
 Date and venue of next meeting

The agenda for Management Committee meetings will be drawn up by the Secretary and circulated to committee members for input prior to the meeting.

## **MANAGEMENT COMMITTEE - CONFLICT OF INTEREST**

All Management Committee members and staff shall formally declare to the Management Committee at the earliest possible opportunity any actual or perceived conflict of interest arising from their own relationship with any individual person, organization, or commercial concern which NCCI has or intends to have formal involvement with.

Formally declare to the Management Committee at the earliest possible opportunity any actual or potential conflict of interest arising from any personal pecuniary interests they may have in the services of activities of NCCI.

Refrain from voting upon or influencing decisions made upon any business of NCCI where an actual or potential conflict of interest exists.

## **ANNUAL GENERAL MEETINGS**

The Annual General Meeting, conducted in accordance with NCCI's Constitution, occurs before the end of each calendar year and delivers reports on NCCI activities and finances for the preceding July 1st to June 30th financial year. The agenda may include:

Acknowledgement of the original custodians of the land, past, present and emerging  
In attendance  
Apologies  
Declaration of conflict of interest  
Confirmation of the minutes from the previous year  
President's report for the financial year ended  
Treasurer's report for the financial year ended  
Appointment of Returning Officer for the election of committee  
Election of the Management Committee in accordance with NCCI's Constitution  
Any other business on the agenda at the commencement of the meeting.  
Guest speakers (if invited by the management committee).

## **ORIENTATION FOR NEW MANAGEMENT COMMITTEE MEMBERS**

Following the AGM, or when required, a new committee member will be directed to the NCCI website and their attention drawn to the following:  
All NCCI Policies & Procedures  
Minutes from the last Management Committee meeting  
Current financial statements

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# FINANCIAL MANAGEMENT

Nimbin Community Centre Inc. (NCCI) is committed to managing its assets in a sustainable manner and to manage available funds to support long-term viability. To enable the organisation to remain viable, it is essential that all expenditure is kept within budget. The NCCI Treasurer is responsible for budgets, collation of monthly financial reports, preparation of an annual budget for consideration of the management committee, and completion of the annual financial reporting requirements. The bookkeeper and coordinator assist to ensure this occurs.

## MANAGING INCOME & EXPENDITURE

Requests for payments are to be made through the centre Coordinator, Bookkeeper or Treasurer. Two (2) signatures or authorisations are required for all debit & cheque transactions.

Any unapproved expenditure above \$500.00 must be referred to the management committee for approval.

Any request for the approval of expenditure above the amount of \$2000.00 shall be accompanied by at least two (2) written quotations, unless otherwise approved by the management committee.

It is realised that, in some circumstances, emergency repairs valued at more than \$500.00 may be required to be carried out. In these circumstances, approval from the Coordinator plus President or Treasurer shall be deemed to be committee approval.

Discussions must occur with the Treasurer and Bookkeeper before starting any project so the budget can be reviewed with a view to minimising budget overruns.

If grant money is obtained a separate bank sub-account should be identified under Member 69633, Summerland Credit Union, with the project name as an account heading.

All receipts must be kept and given to appropriate project coordinator, Centre Coordinator, Bookkeeper or Treasurer. Receipts must specify for which budget/ internal sub-account the funds are to be referenced against.

Cheque stubs must be dated & annotated sufficiently to allow for easy bookkeeping. Stubs must specify for which budget/ internal sub-account the funds are to be referenced against. The Bookkeeper keeps records of financial transactions using Quickbooks Online. Access to the bookkeeping system is given to the Bookkeeper, Treasurer and the NCCI accountant.

## FINANCIAL INVESTMENT

The NCCI Management Committee, or its delegate, has the authority to invest funds on behalf of the organization. The Committee or its delegate must:

Exercise the care, diligence, and skill that a prudent person would exercise in managing the affairs of incorporated bodies, and

Periodically, at least once a year, review the performance (individually and as a whole) of investments.

Without limiting the matters that may be considered when exercising a power of investment, the Committee or its delegate should consider the following matters:

- The aims and objectives of the NCCI, its needs and circumstances.
- The desirability of diversifying investments.
- The nature of, and the risk associated with, existing investments.
- The need to maintain sufficient reserves to meet future contingencies - both long and short term.
- The risk of capital or income loss or depreciation.
- The potential for capital appreciation.
- The likely income return, and the timing of income return.
- The length of the term of the proposed investment.
- The likelihood of inflation affecting the value of the proposed investment.
- The costs (including commissions, fees, charges, and duties payable) of making the proposed investment.

Investment considerations will include but are not limited to:

- Term deposits at financial institutions (eg credit unions.) – varying terms in anticipation of likely needs
- Managed funds, favouring asset backed, capital guaranteed and balanced funds (considered a lesser risk investment than “growth” funds)
- Property Investment with the NCCI.

When all other considerations are equal, preference will be given to ethical investments, for these tend to be both safer and less volatile than investments without social and ethical screens.<sup>1</sup>

## MANAGING RESERVES

Funds are held in cash reserves by NCCI for a range of purposes. Apart from specific purposes, holding funds in reserve facilitates long term planning.

**Funds set aside in reserves** include:

Payroll liabilities:

- Provision for accumulated long service leave
- Provision for annual leave (NCCI policy August 2021 identifies that staff can accumulate up to 8 weeks part-time equivalent annual leave)
- Provision for PAYG tax

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<sup>1</sup> This policy set out below reflects principles set out in Lismore City Council's Investment Policy, the Trustee Act 1925 and the Trustee Amendment (Discretionary Investments) Act 1997. This last Act varies the requirement that trustees only invest in authorised investments as listed in the Trustee Act 1925 and replaces it with a “prudent person rule”, that is, a trustee may invest trust funds in any investment provided that due care, diligence, and skill are exercised.

Tenant liabilities:

- Key deposits held on behalf of tenants
- Electricity bonds held on behalf of tenants
- Bond deposits held on behalf of tenants

Funds held for special purposes:

- Unexpended grant funding
- Funds held for other organisations
- NCCI specific purpose allocations

#### **Unallocated reserves:**

These are funds that can be expended at the discretion of the NCCI management committee and may include:

- Funds carried over from previous years for identified projects or activities that were not able to be completed during that year
- Funds accumulated over time

#### **Reporting:**

The bookkeeper will report to the NCCI management committee monthly on funds held in reserve and the purposes they are being held for. This report will accompany the monthly balance sheet and recurrent profit and loss reports.

#### **Transferring of funds in and out of reserves:**

At the end of every financial year management committee recommendations will be sought by the bookkeeper with a view to identifying specific unexpended project funds that the committee wishes to transfer to reserves and retain for this project purpose. Such transfers may include funds being accumulated annually for major capital works such as asset renewal, rehabilitation, maintenance etc.

#### **Reallocation of funds held in reserve:**

A reallocation of reserves requires a decision of the management committee and the reserves being affected must be identified.

Where to invest reserves for specific purposes:

Reserves for specific purposes must be held as cash reserves. Other reserves may be invested differently following a decision by the management committee. Ethical investment is preferred.

## **RENT & PAYMENT DEFAULT PROCEDURE**

Rent is due on the 1<sup>st</sup> of the month and is to be paid in advance. Rent becomes overdue if received after the 1<sup>st</sup> of the month. Other outgoings are due as advised to the tenant/hirer at time of invoice.

Procedure for collecting outstanding rents and other outgoings:

1. Check all rental arrears on the debtor's report on the 14th day of the month and identify tenants who have not paid rent for the current month.
2. Send tenant the standard rental arrears letter. Fourteen days' notice will be given to remedy the non-payment of rent for the month, or other arrangement as approved by the NCCI management committee. This letter contains a reminder of the terms of the lease, in particular clauses 3.1, 15.1.1 and 16.1.
3. After the 14 days' notice and if no payment has been received and no alternative arrangement agreed upon, the standard breach of covenant letter is sent. This letter follows a developed template and gives 7 days' notice to the tenant before being locked out of the premises and refers to the same lease clauses as above.
4. Overdue rents and other outgoings, e.g. electricity, remaining unpaid by end of month will attract interest in accordance with NCCI's lease unless determined otherwise by the committee.
5. A report is to be made directly to the Committee and mentioned in the Coordinator's monthly report. The Coordinator will also keep the bookkeeper abreast of developments.
6. The tenant's space will be cleared and a condition report completed, unless directed otherwise by the management committee.
7. The Coordinator will begin all legal proceedings available to recover unpaid rental and other outgoings from the tenant. This may include use of the standard "Settlement Agreement and Deed of Release" form for the recovery of monies owed from the security bonds retained.
8. Expressions of interest for the space to be sought at the earliest opportunity.

## **GST REGISTRATION**

NCCI registered for the purposes of GST in December 2002. It is the responsibility of the Treasurer to ensure requirements set out by the Australian Taxation Office for GST are complied with.

## **INCOME TAX EXEMPTION**

As of January 1998, any income of the organisation is exempt from the payment of Income Tax subject to the contents of the NCCI Constitution, the current activities of the organisation and an annual completion of a self-review

## **ANNUAL AUDITS**

The NCCI is not required to appoint an auditor unless requested by the membership at an annual general meeting or as a requirement of grant funding. The last major audit undertaken for NCCI was in the 2022/2023 financial year.

## **GRANT MANAGEMENT**

A request to the management committee is required before any work on grant applications is undertaken. NCCI office bearers are responsible for signing these applications. All grant

applications must, if possible, include within their budget a component to cover NCCI bookkeeping and/or project management.

### **AUSPICING GRANTS**

The NCCI will consider auspicings grant applications for community groups that are not incorporated or are not sufficiently established to handle grant funds. It is mandatory that approval be gained from the NCCI management committee prior to lodgement of any applications. If approved, all funds are directed to the NCCI for expenditure management. At the discretion of the Management Committee, funding budgets must include an administrative component to cover NCCI bookkeeping costs, subject to conditions of the grant. The requirements of grant management, identified above, also apply to auspicings grants.

### **MANAGING FUNDS FOR OTHER GROUPS**

The NCCI will consider managing funds for small, community-based projects. Approval must be granted by NCCI's management committee prior to receipt of funds.

### **FUNDRAISING & DGR STATUS**

In May 2003 NCDA's authority to fundraise expired & NCDA confirmed this surrender in December 2004. NCCI has not reapplied. The NCCI does not currently hold Deductible Gift Recipient (DGR) Status and is likely ineligible under current regulations.

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# SECURITY

It is the responsibility of all tenants, NCCI staff and committee to ensure all properties and grounds remain secure. Tenants are responsible for ensuring their doors and windows are fully secured when their tenancy is not occupied. Ensuring that external doors and windows to shared spaces, such as Acacia Building and Birth & Beyond, are properly locked – particularly at night – is the responsibility of all tenants within those buildings and/or persons hiring spaces within those buildings.

All external building and window locks are maintained by the NCCI. Key and lock security is governed by NCCI policy & procedures.

The NCCI is responsible for the installation and maintenance of appropriate night safety and security lighting.

## KEY SECURITY

All keys to NCCI infrastructure, whether issued by NCCI or purchased or copied by tenants (casual & permanent), remain the property of NCCI. Key security is the responsibility of the tenant including any duplicate keys required for the tenant's volunteers or members. NCCI takes no responsibility for keys issued to tenants or by tenants to others.

NCCI is committed to providing documented key security to all tenants. NCCI will not issue, lend or cut keys to tenants' premises without the express permission of the tenant or their authorised agent. Except in an emergency, NCCI staff will not access tenanted rooms without permission of the lessee. Access cannot be denied for the annual room inspection.

### Tenants'/ Casual Hirers' Responsibilities

- Pay a key bond to NCCI prior to the issuing of keys, \$40 for casual hire and \$140 for permanent hire. This deposit is returned once the tenancy/casual hire facility is vacated and all recorded keys returned.
- Cost of replacement keys will be the same as the bond deposit for a key, \$40 for casual hire and \$140 for permanent hire.
- Locks are not to be changed without the knowledge of the NCCI Coordinator or a member of the NCCI Management Committee. Where new locks are fitted, a duplicate copy of the keys for each lock is to be provided to the NCCI office immediately.
- Casual hirers/lessees are responsible for securing their space and outside corridors they may share with others. Lessees and casual hirers at Birth & Beyond are responsible for overall building security, especially after hours.

### *NCCI's Responsibilities*

- To ensure a master key(s) for each space is kept in a fireproof key cabinet
- To ensure access to keys is restricted to NCCI staff & Management Committee
- To clearly label master keys
- To maintain a key register containing contact details when keys are issued
- All master keys will remain on site
- The NCCI Coordinator is responsible for return or replacement of keys used during maintenance operations.

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# INSURANCE

The NCCI maintains a range of insurance policies that are essential to the efficient and effective management of property and grounds. These policies are kept up-to-date and annually assessed to ensure competitive rates and sufficient coverage is maintained.

Each tenant is required to have their own public liability insurance and NCCI takes no responsibility for tenants' insurance needs.

Currently the NCCI holds the following policies:

- Directors' Liability
- Volunteer Insurance (Personal Accident)
- Workers' Compensation
- Public and Products Liability
- Buildings (not including contents)

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# INFRASTRUCTURE

## DISABLED ACCESS

71-81 Cullen Street has Council approved ramp access and associated safety handrails, installed as a condition of NCCI's original development consent. The lower level of Birth & Beyond is accessed through the garden. The upper level from the Cullen Street entrance.

## FIRE SAFETY

Fire safety equipment is available for all buildings with the provision of fire hose reels and extinguishers. Location details are indicated on the Building Detail Plans kept in the NCCI office. All equipment is checked and upgraded annually by suitably qualified people.

## SEWER AND WATER

NCCI properties are connected to town sewer with water available to every building. Location of external taps and water and sewer mains are identified on the Site Utilities Map kept in the NCCI office.

### *Public Toilets*

Public toilets are located adjacent to the Community Centre site at 71-81 Cullen Street. Their construction was required to meet development consent for the Nimbin Community Centre.

### *Private Toilets*

Private toilets for tenants are located within the Acacia Building, Figtree Building, Bottlebrush Studio, Gumnut Building, Lilly Pilly Place, Casuarina Building, Banksia House and Birth & Beyond.

## ELECTRICITY SUPPLY

NCCI manages an electricity supply to both Cullen Street properties, with the exception of Banksia House. To facilitate allocation of electricity charges, each tenant has a separate meter.

A number of tenancies have a combined reading as they share one meter.

These spaces are:

Room A9 and the Dance Studio in Acacia Building

Rooms A3, A4 & A6 in Acacia Building

The Garage and the Bark Hut

Tenants are invoiced for electricity usage by the NCCI office on receipt of the quarterly account from the supplier. Electricity to common areas, for example external walkways, car parks and hallways, is evenly divided among all tenants by a surcharge on their quarterly account.

## Access to electricity at Allsopp Park

NCCI has been entrusted by Lismore City Council to manage access to the power box in Allsopp Park, adjoining Nimbin Community Centre. A key has been provided to enable NCCI access to power during NCCI community events. Access to others requires permission from Council. Council expects all users, including NCCI, to have appropriate insurances and a risk management plan in place to safely manage the power leads coming from the power source to the electrical equipment being utilised.

- o NCCI requires proof of permission from Lismore City Council from any group or individual seeking to access the power supply.
- o NCCI requires proof of a risk management plan for the leads connecting the power supply to equipment being used.
- o NCCI requires proof that the group or individual has the appropriate public liability coverage for the event.
- o NCCI will only open the power box if the terms conditions set out above have been complied with.
- o In exceptional circumstances, where no NCCI staff person or committee member is available to open the power box for an event, the key may be lent out and a record of this will be kept in NCCI's key register. A deposit of \$100 will be required in these circumstances and will be refunded on return of the key.

## AIR CONDITIONERS

NCCI is mindful of the energy requirements and potential loads that air-conditioning units (including reverse cycle units) can place on the limited power supply to its properties. As such NCCI will consider all applications to install air-conditioner units on a case-by-case basis and subject to the provisions detailed forthwith. If a tenant leases a space with air-conditioning, but do not require its facility, the unit may be disconnected by NCCI staff.

To inform the decision-making process, tenants must bring heating/cooling concerns to the NCCI in writing. Prior to requesting installation of an air conditioner tenants must investigate and report on alternatives eg: wall insulation, shading, double glazing, fans, increasing air flow. NCCI acknowledges that there may be a legislative precedent for the inclusion of heating/ air conditioning units into a tenancy if alternatives are deemed unsuitable.

No tenant is to install an air-conditioning system without a written application to and permission from the NCCI. This is essential to guarantee adequate power availability. If installed without such approval, the air-conditioner may remain the property of the NCCI subject to the conditions of lease and the power supply may need to be upgraded by the lessee.

If agreement is reached to install an air conditioning unit NCCI must be consulted with and agree to the size and position of new air conditioning units. An MOU between NCCI and the tenant will be entered into (Tenant Room Alterations MOU Form). Any damage caused to the building by the installation of a unit will be paid for by the tenant. Any removal of

infrastructure (windows/wall panels) to accommodate new fittings must be made good or replaced should the tenant vacate premises & take fittings with them.

Tenants are responsible for all costs and maintenance associated with the running of air-conditioning within their premises. To ensure that the air conditioning equipment is regularly serviced and maintained, it is recommended that the filters be cleaned every 6 months on the wall units, and every 12 months the compressor fans and filters. This is the responsibility of the lessee.

## **EQUIPMENT LENDING**

NCCI owns various kinds of equipment including for cleaning, office, use gardening and maintenance, markets and film projection. These items, purchased by NCCI over many years, allow staff and volunteers to perform their roles in maintaining and managing NCCI buildings, office and grounds. NCCI has a responsibility to ensure that all equipment is kept safe and maintained in a good working condition. To achieve this:

- NCCI equipment, including tools and furniture, is not to be lent or used by anyone who is not a committee member, employee, or volunteer of the NCCI.
- All equipment is to be kept in safe storage areas and any relevant paperwork, such as warranty information, kept in the NCCI office.
- Equipment requiring repairs/maintenance is to be recorded by the Maintenance Manager and undertaken as soon as possible in accordance with the NCCI Expenditure Policy.
- Costly equipment (outside of the NCCI expenditure policy) that needs to be replaced is to be reported to the management committee by the Maintenance Manager or Coordinator.
- The lending and use of any NCCI Equipment is at the discretion of the Coordinator and/or Maintenance Manager, and will only be allowed in special circumstances.
- Tenants can apply to the Maintenance Manager to have jobs that require the use of NCCI equipment done for them by the Maintenance Manager, however these jobs will be charged to the tenant at the Maintenance Manager's hourly rate.
- The Maintenance Manager can refuse to undertake any such jobs that do not fall within his/her position description.
- The general rule for staff, volunteers, and committee members of the NCCI is to deny requests to borrow/use NCCI equipment.

## **CAR PARKING**

Car parking for fifteen cars is provided at 81 Cullen Street. 9 spaces are accessible from Cullen Street, including one space designated for disabled parking. Additional parking for six

cars is provided from Sibley Street. These parking facilities are for the exclusive use of tenants and users of services. Birth & Beyond has car parking for one car at the rear.

## **MAINTENANCE**

Maintenance is coordinated by NCCI staff and operates within an annual budget set by management. Properties and grounds are subject to annual inspections and identified needs inform the annual budgeting process.

### ***Buildings***

Tenants are encouraged to report observed items requiring maintenance. In addition, NCCI leases outline the responsibilities tenants have with regard to repairs and maintenance. NCCI undertakes an annual inspection of all its properties, both internal and external. Tenants are advised in advance when this is to occur and access to rented premises cannot reasonably be refused. During this inspection (usually in March/April) tenants are asked to advise of anything they consider needs repair or may need repair over the ensuing 12-month period. This information informs NCCI's annual budgeting process. It is also an opportunity for tenants to share ideas they have for improvements or changes they are contemplating to their rental space. Tenants are required to maintain their premises in accordance with their lease and promptly notify NCCI of any damage or situation that may significantly interfere with the normal use of the premises.

### **Grounds**

NCCI maintains and manages its grounds, perimeter fencing and gardens. This includes the removal of weeds, litter, maintaining the safety and integrity of trees and ensuring effective drainage. Grounds Maintenance staff/contractors maintain gardens and consult with NCCI management committee/coordinator, tenants and the Nimbin Markets Coordinator. The condition of grounds infrastructure, including fences is inspected as part of the twelve (12) monthly site maintenance review.

### **Room Refurbishments by Tenants**

The tenant will obtain written permission from NCCI before doing any of the following:

- o Painting, wall papering, redecorating or in any way significantly altering the appearance of the premises
- o Removing or adding walls, or performing structural alterations
- o Changing the amount of heat or power normally used as well as installing additional electrical wiring or heating units
- o Placing or exposing or allowing to be placed or exposed anywhere inside or outside the premises any placard, notice or sign for advertising or any other purpose
- o Affixing or erecting upon or near the premises any radio or TV antenna or tower or satellite dish
- o Installing or affixing upon or near the premises any plant, equipment, machinery or apparatus without the NCCI's prior consent

- o Carrying out any works that contravene the tenancy agreement contained in the relevant lease and associated schedule.

If major renovations are planned the tenant may be required to enter into a MOU with NCCI prior to work commencing. Any unapproved works will be a tenant liability and NCCI may require reinstatement of the premises to their original condition.

If works are approved by NCCI the lessee will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of NCCI, disturbs the comfort and convenience of other tenants. It is recommended that nearby tenants be informed of any planned works in advance.

### ***Urgent Maintenance***

When an emergency maintenance issue occurs, tenants are required to immediately contact NCCI, either via the NCCI office number during office hours or via the emergency out of hours contact number/s supplied. Urgent repairs undertaken by tradespeople not approved by NCCI will be considered as the tenant's liability.

NCCI agrees to pay the tenant, within 14 days after receiving written notice, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs (defined below) to the rented premises so long as:

- The damage was not caused because of a lease breach by the tenant
- The tenant gives or makes a reasonable attempt to give NCCI notice of the damage
- The tenant gives NCCI a reasonable opportunity to make the repairs
- The tenant makes a reasonable attempt to have an appropriate, licensed and properly qualified tradesperson make the repairs, in accordance with NCCI's preferred tradesperson policy.
- The tenant, as soon as possible, provides NCCI with written details of the repairs, including receipts for anything the tenant is requesting NCCI pays for.

The type of repairs that are urgent repairs are defined as follows:

- o a burst water service,
- o an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- o a blocked or broken lavatory system,
- o a serious roof leak,
- o a gas leak,
- o a dangerous electrical fault,
- o flooding or serious flood damage
- o serious storm or fire damage,
- o a failure or breakdown of the gas, electricity or water supply to the premises.
- o a failure or breakdown of any essential service such as hot water, cooking, heating, or cooling
- o any fault or damage that causes the premises to be unsafe or insecure.

## Preferred Tradespeople

NCCI tenants share water and power infrastructure managed by NCCI. NCCI engages preferred tradespeople for maintenance. Preference is given to properly licenced and insured tradespeople who have a longstanding relationship with NCCI, a deep knowledge of the systems in place, have previously delivered professional standards of work and are usually available for maintenance emergencies. This ensures a consistent, efficient, and high standard of maintenance to shared infrastructure throughout the NCCI sites. Preferred tradespeople at time of review:

<b>Electrician</b>	<b>Plumber</b>
Hall Electrical	Lorikeet Plumbing
Shae Hall	Ashley Knight
0435 783 203	0414 664 664
<a href="mailto:shae@hallelectrical.com.au">shae@hallelectrical.com.au</a>	<a href="mailto:lorikeetplumbing@hotmail.com">lorikeetplumbing@hotmail.com</a>
<b>Licenced Builder/Maintenance manager</b>	<b>Earthworks</b>
Geneva Building	Mr Bobcat
Sam Herren	Gerard
0414 310 724	0427946823/02 6689 0044
<a href="mailto:samuelherren@hotmail.com">samuelherren@hotmail.com</a>	



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# ENVIRONMENTAL BEST PRACTICE

NCCI will comply with all local, state and federal laws and regulations relating to the environment and will annually review the impact of climate chaos on NCCI assets.

NCCI will give preference to suppliers using green products and adopting environmental best practice.

## ENERGY

- maximise energy efficiency and use of renewable energy sources
- buy electrical and lighting systems rated as energy efficient
- use accredited GreenPower, either in part or whole

## WATER

- adopt and promote water efficient practices
- buy appliances rated as water efficient
- buy plumbing devices (e.g. taps) with built-in flow restrictors in kitchen and washing up areas, or add these to existing fittings

## WASTE AND RECYCLING

NCCI has a policy of minimising and avoiding waste, optimising recycling, composting green waste and disposing of waste responsibly. Leases inform tenants of their responsibilities in this regard, including maintaining a clean rental space and keeping subfloors free of accumulated rubbish and property.

A limited number of general waste services are provided by NCCI. General garbage is collected by Lismore City Council every Thursday, recycling bins every fortnight. NCCI is invoiced for these services and responsibility for putting wheelie bins out for collection from the Community Centre rests with NCCI, unless it is an additional service paid for by the tenant. Bins at Birth & Beyond are put out by Nimbin Apothecary.

240lt waste & recycling 'Wheelie' Bins are located in the bin shelter in the northwest corner of Nimbin Community Centre, fronting onto Cullen St, and the rear of Birth & Beyond. Each bin must clearly display a LCC rates sticker.

Every tenant is given access to the bin shelter. Keeping this area locked at all times is important.

Waste and recycling are to be separated into designated bins. Failure to do so correctly can result in bins not being emptied by Council. A list of materials currently acceptable for recycling can be found on Lismore Council's website.

Bins should be filled one at a time and overfill is not acceptable. Overfilling a bin can result in Council refusing collection, vermin breeding, and creates work health safety concerns. Domestic waste must not be put into the provided bins.

Large waste materials, by-products of construction activities, and commercial volumes of food wastes are not to be placed into the provided wheelie bins. Those generating such waste must take responsibility for correct disposal.

For tenants who generate more than half a wheelie bin of waste per week, a LCC waste collection sticker will be organised and charged for by NCCI and the tenant must purchase their own bins. Such privately owned bins must be clearly marked, preferably locked and may be stored in the bin shelter area. Tenants utilising this option at time of policy review are:

Nimbin Markets (1/4 service), Nimbin Early Learning Centre (1 full service), Nimbin Neighbourhood & Information Centre (1 full service), Nimbin Aged Care & Respite Service (1/2 service).

Tenants who use private bins are required to place them kerbside for collection each week. Green waste (not food scraps) generated on site is stored for collection and subsequent composting, under the direction of the grounds' maintenance manager.

The NCCI & Tenant lease informs tenants of their responsibilities regarding the accumulation of rubbish. The subfloors of every building are to be kept free of tenants' property and accumulated rubbish.

## **PEST CONTROL**

Inspection of all buildings, by a professional company, occurs annually to ensure termites and other pests do not encroach on buildings, foundations and other structural components of NCCI PROPERTY. The use of environmentally sustainable products is encouraged. Any identified problems are promptly attended to. NCCI Work Health Safety policies provide direction on storing and using hazardous chemicals on NCCI property.

## **PETS & LIVESTOCK**

There is a NO PETS OR LIVESTOCK policy within NCCI properties and grounds. Animals exempt from this are those engaged to assist the sight or hearing impaired and the infirm. Stray animals, or those where there may be a perceived risk, are reported to Council rangers.

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# COMMUNITY INVOLVEMENT

Ultimately the Community Centre is an asset for the whole community and as such is reliant upon active community involvement. As stewards of this community asset, NCCI encourages participation and representation from the wider community. The organisation's aims, objectives and associated action plans also serve to facilitate and enhance community engagement. A publicity and promotions strategy ensures that the wider community is periodically updated.

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# TENANCY

The NCCI's aims guide the selection of prospective tenants to the Nimbin Community Centre. Priority is given to local not-for-profit community groups. Rental and Casual Hire policies, which are regularly reviewed, and the NSW Retail Leases Act 2017, inform management decisions regarding tenancies and the content of lease contracts.

## LEASE AND REFERENCE SCHEDULE DEVELOPMENT

NCCI has developed policy that informs the development of new and renewing leases and provides guidelines to assist in determining annual rent increases permissible under leases. Such policy also supports organisational and staff understanding of the rationale informing rental levels and associated matters relevant to all tenancies.

This policy is to be considered in conjunction with NCCI's lease, the document that becomes the legal arrangement between the organisation and the lessee. Note that new lease versions may be introduced from time to time so that, at any single point in time, different leases may be in effect for different tenants.

### Establishing Rents for New Tenancies

In the interests of the long-term financial sustainability of NCCI a comprehensive review of rental policies was undertaken during 2017-2018. An annual base rental figure was established with consideration given to NCCI's essential operating costs at that time. The base rental amount was \$116.80 per square metre per annum as at 1 July 2018 and is subject to regular review. Tenancies have been classified and an amount of rent is added to the base rental amount according to the classifications in the following table:

<b>Tenant Classification</b>	<b>Amount added to base rental (accurate as at 1 July 2018)</b>
NFP: Not-for-profit not in receipt of recurrent funding from outside sources	\$20 per square metre per annum
NFP-F: Not for Profit receiving funding from outside sources	\$50 per square metre per annum
C-NP: Commercial – non prime location	\$150 per square metre per annum
C: Commercial – prime location	\$425 per square metre per annum
O: Other	\$100 per square metre per annum

This additional amount of rent is added to the base rent to support essential building and site improvements, rental vacancies, defaults and in recognition that it will take some tenancies many years to achieve target rental.

The resulting annual per square meter amount is then multiplied by the amount of rentable floor area as follows:

- For a room, this area is the internal measurement
- For a building, this area is the external measurement
- All open porches, entrances and verandas are not included in the rentable area.

Larger areas are discounted as shown in the following table:

Rentable Area	Discount
less than 25m <sup>2</sup>	Nil
25-50m <sup>2</sup>	10%
50-75m <sup>2</sup>	20%
75-100m <sup>2</sup>	30%
100-150m <sup>2</sup>	40%
More than 150 m <sup>2</sup>	50%

A summary of the calculation for monthly rental is as follows:

Monthly rental (inc GST) = (Annual base rental plus Tenant Classification amount)  
 multiplied by (rental area)  
 subtract (discount)  
 divided by 12 months  
 multiplied by 11 divided by 10 (GST addition)

An example of a rental calculation follows for a Not For Profit (NFP) organisation renting a 45 square meter room:

Monthly rental inc GST = (116.80 plus 20)  
 multiplied by 45  
 subtract 10%  
 divided by 12 months  
 multiplied by 11 divided by 10  
**= \$507.87 per month including GST**

This procedure has formed the starting point for calculating “target” rentals valid at 1<sup>st</sup> July 2018. While this figure will be applied to all new leases it is acknowledged that for some existing tenancies it will take many years to bring the new target rentals to fruition.

The base rental figure will be periodically reviewed to ensure it still accurately reflects NCCI’s essential operating costs.

The budget/rental spreadsheet, kept on the office computer, is the up-to-date reference for calculation of monthly rentals. The document owner is the bookkeeper. All new rentals are

calculated with reference to the budget/rental spreadsheet. The figures contained in this policy document are provided as an example only and are not to be relied upon to give accurate rental quotes.

Note that figures given in this section are net of GST and that all rents attract GST unless the rent is being paid by donations where the donors receive no material benefit. This applies to the Cultural Centre as at 1 July 2018.

All rentals will be adjusted annually in accordance with each tenant's lease.

### **Issuing New Leases**

- Rents will be negotiated between the prospective lessee and the Management Committee, in consultation with NCCI's bookkeeper and guided by the principles contained in this policy.
- A lease will not be issued in the name of a commercial business. It must be in the name of an individual.  
A lease in the name of an incorporated not for profit organisation is acceptable.
- Leases are to be for a minimum of 6 months. A 3+3 lease will be the maximum provided, except for commercial tenancies where NCCI will consider a 5+5 lease term.
- Prospective lessees will be provided with a lease and reference schedule for consideration.
- If the tenancy is to proceed, the lessee must initial each page and sign where required
- Reference schedules are to be approved by the committee at a general meeting prior to signing. The signing of all leases is to be minuted.
- A signed copy of the lease and reference schedule is to be provided to the tenant and kept digitally by NCCI
- A Condition Report of the tenancy plus an inventory of NCCI property is to be undertaken by NCCI staff in partnership with the tenant.
- The completed condition report must be signed and dated by both parties prior to supply of keys and a copy provided to the tenant and kept on file.
- All required rentals and bonds must be received by NCCI prior to the issuing of keys.
- Details of keys issued are to be entered into NCCI's key register for permanent hire rooms and buildings i.e., not recorded in the casual hire key register.

### **Support for New Business and Service Initiatives**

Rents may be reduced by up to 20%, at the discretion of the management committee, to support new/start-up businesses and services, for a maximum period of 6 months.

### **Tenant's Bonds**

Bonds are held in trust by NCCI until the termination of a lease and include:

- The equivalent of 6 weeks rent ex GST
- An electricity bond of \$100
- A key deposit of \$140 per key issued

Bonds do not accrue interest for the lessee.

Bonds will be returned in full if the premises are left in good condition, the lease has run its full term, all keys have been returned and there are no outstanding monies.

If any rent or outgoings are left owing at the end of the lease, they may be recovered from the outgoing tenant by way of a standard "Settlement Agreement and Deed of Release" form.

### ***Welcoming A New Lessee***

The Coordinator will:

- issue a welcome letter to a new lessee and provide the standard welcome pack including direction to all relevant NCCI policy information, location of bins, charging for electricity, fire procedures, WHS policies, contacts, tenants' meetings etc.
- Create a lessee file in the office filing cabinet and on the main NCCI computer.
- Include the tenant on the office contact list and the email distribution list to receive management committee meeting minutes and other communications.
- Discuss promotional activities such as signage and inclusion on NCCI's website

### ***Establishing Rents for Tenancies Under Existing Leases and Reference Schedules***

- Tenants under existing reference schedules will have their rental varied consistent with their existing lease.
- As leases expire, rents will be increased with a view to gradually meeting the equivalent of the rental levels established in 2018.
- If a 5% discount for payment on 1<sup>st</sup> of the month by EFT exists on a lease, this will be removed at the earliest possible opportunity.
- Increases negotiated at lease renewal will be incremental with the aim of no annual increase over 10%, except where a renewal option under an existing lease is exercised. Uptake of an option will necessitate negotiation with the tenant and increases may exceed 10% to expedite meeting the target rental.

### ***Annual Rent Increases***

The management committee when delivering the budget for the ensuing financial year will determine the annual percentage increase. In accordance with the lease, most increases will be restricted to a maximum of 5%. Tenants already at, or above NCCI's preferred, calculated rental rate (See note 1) may have a rent increase which is less than tenants who have not achieved this rental rate. Under older leases restricted to a CPI increase, the annual CPI applied is that published in April for the year ending in March of the same year. Lessees must be notified in writing 30 days prior to any increase occurring with a view to increases applying from 1<sup>st</sup> July.

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# CURRENT LEASE

DATED \_\_\_\_\_

**NIMBIN COMMUNITY CENTRE  
INCORPORATED**  
(Lessor)

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**LEASE OF PART  
NIMBIN COMMUNITY CENTRE**

=====

Nimbin Community Centre Inc.  
81 Cullen Street  
NIMBIN NSW 2480  
Telephone: (02) 6689 0000  
E-mail: [ncci@nimbincommunity.org.au](mailto:ncci@nimbincommunity.org.au)

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**LEASE dated: <DD MONTH YEAR>**

**BETWEEN: NIMBIN COMMUNITY CENTRE INCORPORATED**

of 81 Cullen Street, Nimbin  
("the Lessor")

AND <tenant name> ("the Tenant")

Whereby it is agreed that the Lessor leases that portion of the Nimbin Community Centre as designated on the leasing plan incorporated in this Lease for the term designated as item 2 in the Reference Schedule at a rent and subject to the other terms and conditions as set out below:

## **1. PREAMBLE**

1.1 The covenants and powers implied in every Lease by virtue of the Conveyancing Act 1919 Sections 84, 85, 132, 133, 133A and 133B are hereby expressly negated to the intent that, as far as the law will allow, this Lease incorporates all the agreement between the parties and all other representations terms conditions or provisions expressed or implied are hereby expressly excluded.

## **2. DEFINITIONS AND INTERPRETATION**

2.1. In this Lease unless the context otherwise requires the following words and expressions have the meanings assigned to them below:

- 2.1.1. "Premises" means the premises as referred to above and as designated on the leasing plan and all fixtures contained therein;
- 2.1.2. "The Tenant" means the Tenant its Executors Administrators and permitted assigns or in the case of a corporation the Tenant and its permitted assigns and when two or more Tenants are parties it means every person or corporation who is a Tenant and each of them their Executors Administrators and permitted assigns;
- 2.1.3. "The Lessor" means the Lessor and its assigns;
- 2.1.4. "person" includes a corporation and the word "corporation" has the meaning given to it in the Corporations Act 2001.

2.1.5 “Government instrumentalities” includes corporations whose primary service is the delivery of essential family, social and welfare services facilitated wholly or in part by local, state or Commonwealth government funding and statutory provisions.

2.1.6 The “Condition Report” describes the standard of repair for the premises and those things let with the premises, such as furniture.

2.2. References to Statutes and Acts shall refer to the Statute and Act as amended or consolidated and to Statutes or Acts replacing the same from time to time and all Orders Ordinances Regulations Rules and By-Laws made under or pursuant thereof.

2.3. Words importing the singular or plural number include the plural and singular number respectively.

2.4. Words importing any gender include the other genders.

2.5. Where there are two or more Tenants each of them is jointly and severally liable to perform covenants and obligations under this lease.

2.6. Service of any Notice or other document may be affected by any of the methods mentioned in Section 170 of the Conveyancing Act, 1919 or in Section 110X of the Corporations Act 2001.

2.7. The proper Law of the Lease is that of the State of New South Wales and any disputes between the parties may be resolved in the Courts of that State to which jurisdiction the parties hereby expressly submit.

### **3. RENT**

3.1. The Tenant must during the term pay to the Lessor at the address appearing on the first page of this Lease or at such other place as the Lessor may from time to time direct free of all deductions and without any set off whatever all rent due and payable pursuant to this clause.

3.2. All rent payable pursuant to this Lease must be paid monthly in advance.

3.3. The rent for the first term of this lease is as set out in item 3 in the Reference Schedule.

3.4. This rental agreement is subject to an annual rental review by the Management Committee. The NCCI Management Committee reserves the right to increase the base rent for the premises listed in Item 4 of the Reference Schedule annually. This rental increase is of an amount up to 10% of the current monthly rent being invoiced taking into account any special arrangements as specifically mentioned in the lease schedule and applied at the discretion of the Management Committee based on the rising costs of running the NCCI. The annual rental review will occur in May each year and the new rental rate will take effect on the 1<sup>st</sup> July of that year. Tenants will be notified in writing not less than 4 weeks prior to any change in rent.

3.5. Unless and until the amount of increase is determined by the Management Committee the Tenant must continue to pay each month in advance by way of rent a sum equal to the rent payable for the month immediately preceding the date from which the increase is to take effect. When the amount of increase (if any) is ascertained there must forthwith be an adjustment and payment by the Tenant of such amount as is necessary to effect payment in full of the amount of the increase applicable in respect of those months from the relevant ensuing period as has elapsed at the time of such ascertainment.

3.6. Any dispute between the Lessor and the Tenant as to the current market rent must be settled by the decision of a Valuer to be nominated by the President for the time being of the Australian Institute of Valuers Incorporated (New South Wales Division) whose decision will be final and binding upon both parties. The cost of any such determination must be borne equally between the Lessor and the Tenant. The said Valuer must act as an expert and not as an arbitrator in making any such determination.

3.8. In addition to any other rights that the Lessor may have under the Lease if any rent or other monies due by the Tenant to the Lessor are overdue interest will be payable at the rate of 10% yearly on the overdue amount until it is paid.

3.9. The Tenant must if required by the Lessor open and keep open a current banking account and must irrevocably authorise the bank to pay on its behalf to the credit of the Lessor at such bank as may be notified to the Tenant from time to time all rent and other monies that might be due from the Tenant to the Lessor.

**4. TENANT’S OBLIGATION TO REIMBURSE LESSOR FOR GST**

4.1 In this clause:

"GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (“the GST Act”) and the terms used have the meanings as defined in the GST Act.

4.2 It is agreed that rent and all other amounts agreed to be paid by the Tenant to the lessor, being the consideration for the supply expressed in this lease, will state if they include GST or not.

4.3 In respect of any liability of the lessor for GST under this lease, and the renewal or extension of this lease, including for rent, rates, outgoings, or any consideration for any other taxable supply the Tenant covenants to pay to the lessor, at the same time as any payment is made involving the lessor in GST liability, the additional amount of GST, together with the payment to which it relates.

4.4 The Tenant's liability under clause 4.3 is to reimburse the full amount of GST, disregarding and excluding the lessor's entitlement to input tax credits or other credits or reimbursements for GST.

4.5 Notwithstanding clause 4.4, if the lessor is entitled to an input tax credit in relation to any amount recoverable from the Tenant under clause 4.3 the amount payable by the Tenant must be reduced by the amount of the input tax credit which the lessor has received or claims and is entitled to receive.

4.6 In respect of each payment by the Tenant under clause 4.3, the lessor must deliver to the Tenant, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations, to enable the Tenant to claim input tax credits in respect of the taxable supply.

## 5. SECURITY DEPOSIT

5.1 The Tenant must pay to the Lessor the amount appearing in Item 5 in the Reference Schedule to be held as security for the due performance of the terms of the Lease by the Tenant. The Security Deposit appearing in Item 5 the Reference Schedule is equal to the sum of itemised deposits to which values are detailed thereunder.

5.2 The Security Deposit must be paid into a financial institution and must be returned to the Lessee on the termination of the Lease and the vacation of the Premises subject only to Lessor being entitled to apply the Security Deposit or part thereof toward the satisfaction of any amount that may be payable to the Lessor as a result of any breach by the Tenant of any of the terms and conditions of the Lease.

## 6. OUTGOINGS

6.1. The Tenant must pay the proper authorities all charges for electricity, telephone, gas, trade waste or garbage removal or other services supplied to the Premises and all other outgoings relating to the conduct of the affairs of the Tenant in the Premises and in default of any such payments the same may be paid by the Lessor and be recoverable from the Tenant as and by way of overdue rent.

## **7. INSURANCE**

7.1. The Tenant must not do or suffer or cause or permit to be done anything upon the Premises whereby any insurance policy now effected or which at any time may be effected on the Premises may be or become liable to be vitiated or cancelled or the premium thereon increased and must pay to the Lessor upon demand any increase in such premium occasioned by the particular use of the Premises by the Tenant.

7.2. The Tenant must at its own cost effect and at all times keep in force public risk insurance in the name of the Tenant in respect of the Premises and the business carried on therein in a sum not less than \$5,000,000.00 as the amount which may be paid arising out of any one single accident or event.

## **8. ABATEMENT OF RENT**

8.1. If the Premises or any part thereof are destroyed or damaged so as to be unfit for the occupation by and use of the Tenant and the policy of insurance effected by the Lessor has not been vitiated or payment of the policy moneys refused as a result of some act or default of the Tenant then all or a proportionate part of the rent according to the nature and extent of the damage will be suspended and cease to be payable by the Tenant until the Premises have been rebuilt and re-instated and purpose referred to in Clause 13.

## **9. DESTRUCTION OF THE PREMISES**

9.1. If the Premises or any part thereof is destroyed or damaged as referred to in Clause 8 and if the Lessor is not obliged to insure in respect of that destruction or damage pursuant to this Lease:

9.1.1. If in the opinion of the Lessor the destruction or damage is such that it is impractical or undesirable to reconstruct the Premises in their previous form, then the Lessor may without compensation by written notice to the Tenant terminate this Lease;

9.1.2. If within a reasonable time after serving written notice upon the Lessor requiring it to rebuild or reinstate the Premises such reinstatement is not commenced the Tenant may terminate this Lease without compensation by written notice to the Lessor.

9.2. Any such termination pursuant to the provisions of this Clause is without prejudice to the rights of either party in respect of any antecedent default or breach of the terms of this Lease.

## 10. REPAIRS AND MAINTENANCE

10.1. At the commencement of the Lease parties will cause to have prepared a Condition Report. This report will become evidence of the condition of the premises and inclusions signed by both the the Tenant and will support legitimate claims in respect of damage to premises beyond fair wear and tear. Lessor and

10.2. The Tenant must during the term properly and sufficiently repair, maintain, not soil or mark and keep clean both the interior and exterior of the Premises and keep the same including all parts thereof in good and substantial repair.

10.3. The Tenant must not make or permit to be made any structural and permanent alterations or additions to the Premises or adjacent areas, as delineated on the Detail of Premises attached to this Lease, without the prior written consent of the Lessor. or outdoor

10.4. The Tenant must during the term properly and sufficiently, maintain and keep clean any outdoor area adjacent the Premises which the Tenant has altered or developed subject to Clause 10.3 of this Lease and or claims exclusive rights and use to, subject to that which is delineated on the Detail of Premises attached to this Lease.

10.5. The Tenant must repair and forthwith make good any damage caused to the premises and any adjoining premises being the property of the Lessor or the services therein by any act or negligence or misfeasance of the Tenant or any servant, agent or invitee of the Tenant.

10.6. The Tenant must make all repairs, additions and alterations except such as are structural which by virtue of any Statute may be required of either the Lessor or the Tenant. The Tenant must immediately inform the lessor of any damages or faults and advise the Lessor of any repairs or other works that it intends to carry out to the Premises and obtain the Lessor's prior written approval which will not be unreasonably withheld. The Tenant must obtain all necessary approvals for such repairs or works and provide copies to the Lessor and must only use identified tradespersons approved by the Lessor to carry out such repairs or works.

10.7. The Tenant must so often as the Lessor may reasonably require but in any event in the first six months of the last year of the term and subject to the detail identified within the Condition Report; paint, re-paint, clean or otherwise appropriately treat with materials and to a standard reasonably determined by the Lessor all parts of the premises which have or ought to have been painted, re-painted, cleaned or treated and must remove any accumulations of grease or dirt.

10.8 In default of the Tenant repairing any defect according to notice the Lessor may from time to time enter the Premises and execute the required repairs at the expense of the Tenant.

10.9 The Lessor, subject to Clause 11.1, reserves to itself access to the exterior walls and the roof of the Premises as becomes necessary, and after consultation with the Tenant, to construct alterations and extensions – that in their function, do not render the Premises unsuitable for the purpose outlined in Item 4 of the Reference Schedule attached to this lease – and to install, use and alter pipes, ducts, conduits and wires leading through the Premises and to pass water, air, electricity, sewerage, drainage, gas and other services through such pipes, ducts, conduits and wires and to enter upon the Premises for such purpose subject to exercising such right in a manner that must not interfere with the Tenant in its use and occupation of the Premises more than as reasonably necessary.

## **11. LESSOR'S RIGHTS OF INSPECTION**

11.1. The Lessor or the Lessor's agent appointed in writing may at all reasonable times during the term upon giving reasonable advance written notice followed by a written confirmation of agreed times, except in the case of emergency when no notice will be required enter the Premises to examine the condition thereof and may give notice to the Tenant of such painting and repairs for which the Tenant is liable under the covenants of this Lease. The Tenant must within a reasonable time after such notice carry out the requirements thereof. If the Tenant cannot reconcile a mutually agreeable time for access to the Premise by the Lessor or the Lessor's agent appointed in writing, and the Tenant – subject to Clause 21.1 – is found to be in default of the Lease agreement, Clause 16.2 may be employed to grant access at a time appointed by the Lessor.

## **12. ASSIGNMENTS AND SUBLEASING**

12.1. The Tenant must not either by operation of law or otherwise transfer sublet mortgage or otherwise part with the possession of the Premises or any part thereof without the prior written consent of the

Lessor (which consent must not be unreasonably withheld) and before such consent is given the Tenant must to the extent to the Tenant's covenants contained in this Lease carry out and complete to the satisfaction of the Lessor all such repairs maintenance and renovations of the Premises as may be considered necessary in accordance with a report of any Licensed Builder, Architect or Engineer engaged by the Lessor and if such work is not completed before such parting with possession the Tenant must pay to the Lessor an amount to cover the estimated cost of the work in accordance with such report together with the fee charged to the Lessor for such inspection and report and the Lessor's legal and other costs of such consent.

### 13. USE OF THE PREMISES

13.1 The Tenant must not use the Premises otherwise than for the use designated in item 4 in the Reference Schedule. The Tenant must carry on such activities and will keep open and use the Premises throughout the term.

13.2 The Tenant must not do or permit or suffer to be done upon the Premises anything, which may be or grow to be to the damage, unreasonable annoyance or disturbance – which by definition in this lease constitutes criminal activities and anti-social behaviour – of the Lessor or the occupiers of any adjoining premises.

13.2.1 Further to Clause 7.1, the Tenant must not foster or provide permanent or temporary lodging around or within the Premises.

13.3 The Tenant must not permit any advertisement sign or writing of any description upon the exterior of the Premises without the prior written consent of the Lessor (which consent must not be unreasonably withheld) and if such consent is given the Tenant must punctually observe and comply with all obligations under any contracts relating to any such advertisements or signs.

13.4 The Tenant must not or permit the installation of any furniture equipment or other items upon the Premises, which would overload the floor thereof or cause the floor or any walls to sag or deflect from their correct alignment or otherwise damage the structure of the Premises.

13.5 The Tenant must not install an air conditioner, heaters or reverse cycle air-conditioners, into the premises without the prior written consent of the Lessor – which consent must not be unreasonably withheld but may be subject to conditions including: investigation of alternative air

temperature control methods, available power installation, position of the air conditioner and capacity, method of other reasonable requirements.

13.6. The Tenant must take all reasonable precautions to keep the Premises free of rodents, vermin, insects, pests, birds and animals and must if so required by the Lessor at its own cost employ from time to time or periodically pest exterminators approved by the Lessor.

13.7 The Tenant whose Premises allows for commercial or occasional trade involving food storage, food preparation and food handling must maintain standards pursuant to all relevant legislative authorities with regards to food storage, food preparation & food areas. The Tenant at its own cost must allow periodical service access for food safety audits and inspections by relevant authorities as required by law.

13.8 The Tenant acknowledges that it is aware that the Cullen Street carpark within the Nimbin Community Centre precinct is closed when the Nimbin Markets are operating and at other times which may be beyond the control of the Lessor. The Tenant cannot make any claim for reduction of rent or other compensation from the Lessor as a result of such closures.

13.9 For Leases to Government instrumentalities the Lessor recognises the terms of any Capital Deed Agreements governing major structural additions to the Premises including all infrastructure or intellectual property that may have been approved by the Lessor pursuant to Clause 10.3 of this Lease. The Lessor acknowledges that on the expiry or earlier termination of the Lease, ownership of major alterations, infrastructure or intellectual property bound by Capital Deed Agreements, does not revert to the Lessor pursuant to the other provisions of this Lease.

## 14. INDEMNITY

14.1. The Tenant indemnifies and saves harmless the Lessor from all loss and damage to the Premises or any other property of the Lessor caused by the negligent use or misuse, waste or abuse of the water, gas or electricity supplied to the Tenant or by faulty fittings or fixtures brought upon or affixed to the Premises by the Tenant. The Tenant also indemnifies the Lessor against any claims that may be made by any servant, invitee or licensee of the Tenant whilst upon the Premises for death, personal injury or damage to property however occurring.

## 15. DEFAULT

15.1. Default by the Tenant occurs if:

- 15.1.1. The rent or any part are in arrears or unpaid for twenty-one days after being due whether any formal or legal demand has been made or not; or
- 15.1.2. The Tenant fails to perform or observe any of the covenants conditions or agreements of this Lease; or
- 15.1.3. The Tenant being a corporation goes into liquidation or is wound up or dissolved or enters into any scheme of arrangement for creditors or any class thereof, is placed under official management or has appointed a receiver or manager or receiver and manager of any of its assets or has appointed an inspector pursuant to the Corporations Law or a petition is lodged or an order is made or a resolution is passed for the winding up of the Tenant or placing the Tenant under official management or if notice is given of any meeting at which it is proposed to consider any such resolution; or
- 15.1.4. The Tenant being an individual has execution levied against any of its assets or commits any act of bankruptcy; or
- 15.1.5. The Tenant fails to pay within twenty-one days of being required so to do by the Lessor any insurance premiums or other outgoings that may at any time be or become chargeable or be assessed or become due upon or in respect of the Premises which it may be the obligations of the Tenant to pay.

## **16. LESSOR'S RIGHTS ON DEFAULT**

16.1. If default by the Tenant occurs, subject to Clause 21.1 of this Lease, the Lessor or any person or persons authorised by it in writing may enter upon the Premises or any part thereof in the name of the whole and if necessary for that purpose break open any doors, gates or windows by force and expel and remove by force if necessary the Tenant and all other occupiers of the Premises and thereafter occupy the Premises to the exclusion of the Tenant as if this Lease had not been made but without prejudice to the right of action or remedy or any antecedent breach by the Tenant of any of the covenants of this Lease.

16.2. If the Tenant fails to carry out the terms and conditions of this Lease or to comply with a notice served upon it by the Lessor, the Lessor or its duly authorised agent may at all reasonable times with or without workmen or contractors and with all necessary materials and appliances enter upon the Premises or any part thereof for the purpose of complying with the terms of any Statute or notice served upon the Lessor or the Tenant

by any competent authority and be necessary subject to the without undue interference to the Tenant.

carry out such requirements as may Lessor completing such requirements the occupation and use of the Premises by

## 17. LESSOR'S COVENANTS

17.1. If the Tenant pays the rent and performs all the other covenants of this Lease it may occupy and enjoy the Premises during the term without any interruption by the Lessor or any person claiming under the Lessor.

17.2. The Lessor must make all repairs alterations and additions of a structural nature which are required by any Statute or which the Lessor may consider required for the protection or proper utilisation of the Premises for the purpose referred to in Clause 13.1.

17.3. The Lessor must insure the Premises for the full re-instatement value and maintain such insurance during the term of the Lease and if the Premises are destroyed or damaged by fire or such other risk covered by such insurance subject to the provisions of Clause 9 the Lessor must rebuild or re-instate the Premises or such parts as may be damaged or destroyed.

## 18. RULES AND REGULATIONS

18.1. The Tenant will at all times observe and comply with the rules and regulations attached to this Lease. The Lessor in consultation with the tenant, may vary, add to or delete from such rules and regulations, subject to notice delivered in writing to the Tenant by the Lessor and by posting a copy of such amended regulations in a notice board situated in the common areas of the Nimbin Community Centre or by notice served on the Tenant by the Lessor. Any breach of any of such rules and regulations as may from time to time be in force must constitute a breach of the provisions of this Lease as if such rules and regulations were contained as covenants but the Lessor must take no steps to endorse its rights as a result of such breach without first giving to the Tenant written notice of such breach.

## 19. HOLDING OVER

19.1. If the Tenant continues in occupation of the Premises after the expiration of the term hereby granted or pursuant to any option for renewal, then the Tenant will continue as a monthly tenant only at a rent calculated as the monthly proportion of the then current yearly rent pursuant to Clause 3 of this Lease.

## 20. EXPIRATION OF THE TERM

20.1. At the expiration or other sooner termination of the term the Tenant must peaceably surrender and yield up to the Lessor the Premises in good and substantial repair and condition in all respects to the extent of the Tenant's covenants and to that detailed within the condition report.

20.2. In addition to Clause 20.1 of this Lease the Tenant must at the expiration or other sooner termination of the term make good all damage done to the Premises by reason of such removal.

20.3 At the expiration or other sooner termination of the term the Tenant must also return to the Lessor any plant, equipment or other property owned by the Lessor and utilised by the Tenant in the premises during the term of the Lease.

## **21. DISPUTE RESOLUTION**

21.1. If a dispute arises out of or relates to this Lease or the breach, termination, validity or subject matter thereof, which has failed to be resolved at an initial consultation between the Lessor and Tenant, the parties must endeavour to settle the dispute by mediation conducted in accordance with Mediation Rules of the Law Society of New South Wales and the President of the Society or the President's nominee will select the mediator and determine the mediator's remuneration.

21.2. If the dispute has not been settled within 28 days or such other period as agreed to in writing between the parties after the appointment of the mediator the dispute must be submitted to arbitration by an arbitrator nominated by the President of the Law Society of New South Wales. Such arbitration to be conducted in accordance with the 'Rules for the Conduct of Commercial Arbitrations' for the time being of the Institute of Arbitrators, Australia. During such arbitration, both parties may be represented by duly qualified legal practitioners or other experts as reasonably required.

## **22. OPTION FOR RENEWAL**

22.1. If the Tenant wishes to take a further Lease of the Premises after the expiration of the term hereby granted and if not more than six or less than three months prior to the expiration of the said term it gives the Lessor written notice then the Lessor must on or before the expiration of the term hereby granted if there is no subsisting breach of any of the Tenant's covenants grant to the Tenant a further Lease of the Premises for the term as designated as Item 6 in the Reference Schedule at a rent to be agreed upon between the parties or failing agreement to be fixed by a Valuer to be nominated by the President for the time being of the Australian Institute of Valuers & Land Economists Incorporated (New

South Wales Division) and subject to increase in accordance with the provisions of Clause 3 of this Lease, such Lease to contain similar covenants and conditions as are herein contained with the exception of this present clause.

**RULES AND REGULATIONS**

1. Subject to the written consent of the Lessor, the Tenant must not mark paint, paper, drill into or drive nails screws or holes into any part of the Premises in a manner which may deface the walls and ceilings partitions floors wood stone or iron work of the Premises.

2. The open areas pavements entries passages halls and stairways within the precinct or any buildings erected thereon of which the Premises form part must not be obstructed by the Tenant or employee’s customers or visitors of the Tenant or used by them or any of them for any other purpose than for ingress and egress.

3. All external doors and windows of the buildings erected upon the precinct of which the Premises form part must be securely fastened on all occasions when they are left unoccupied and the Lessor reserves the right for its employees or agents to enter and fasten the same if left insecurely fastened.

4. The Tenant must at all times implement and keep in place such reasonable measures as may be required by the Lessor to provide for the security of the precinct and the buildings erected thereon of which the Premises form part.

5. The toilets, other sanitary appliances and other water supply apparatus must not be used for any purpose, other than that for which they were constructed, and no fat sweepings rubbish rags ashes cigarettes or cigar butts’ tea leaves or other substances may be thrown therein. Any damage resulting to such apparatus by misuse or carelessness must be borne by the Tenant who or whose employees, customers or visitors, causes such damage.

6. The Tenant will not do or permit to be done to or on the Premises or keep or bring anything therein which will in any way lower the standard of the precinct or the buildings erected thereon of which the Premises form part nor use or permit or suffer the Premises to be used for any noxious noisy immoral or offensive purpose or create any odours or bring or keep anything in the Premises which will in anyway interfere with or do any act matter or thing whatsoever which may or grow to be to the annoyance nuisance grievance damage or disturbance of the Lessor or the occupiers or owners or occupiers of any neighbouring premises or any adjoining building or buildings or which may

conflict with any present or future laws affecting the Premises. rules regulations or ordinances

7. The Tenant must not do or permit anything to be done in the Premises or the precinct or the buildings erected thereon of which the Premises form part or bring or keep anything therein which will in any way increase the rate of fire insurance on the Premises or on property kept therein or obstruct or interfere with the rights of the Lessor or any of its other tenants or in any way injure or annoy them or any of them or conflict with the laws or regulations relating to fires or with the regulations of the Board of Fire Commissioners or the requirements of the Fire Underwriters Association or with any insurance policy upon the buildings erected on the precinct of which the Premises form part or any part thereof or with the statutes from time to time relating to water supply and/or sewerage or public health or sanitation or factories or shops or the regulations thereunder respectively or any other Act or the Regulations thereunder or with any present or future laws or ordinances or regulations affecting the buildings or the Premises.

8. The Lessor retains the power to prescribe the weight and proper position of iron or steel safes, air-conditioners or fixtures and fittings which any Tenant may desire to bring into any building erected on the precinct of which the Premises form part and all damage done to the building by taking in moving or putting out a safe, air-conditioner or fixture and fitting or during the times such safe or air-conditioner fixture or fitting is in or on the Premises or the building must be made good and paid for by the Tenant who or whose agent or employee has caused it.

9. Before any safe or other heavy article is moved into in or out of the Premises or any building erected on the precinct of which the Premises form part due notice must be given by the Tenant to the Lessor and the moving of the same must be done under the supervision of the Lessor unless otherwise agreed to by the Lessor and at such times as may be approved of by the Lessor but the Lessor is in no way liable for any damage done and the Tenant agrees to indemnify the Lessor against all damages sums of money costs charges expenses actions claims and demands which may be sustained or suffered or recovered or made against the Lessor as a result of such damage.

10. The Tenant must not allow any accumulation of useless property or rubbish upon the Premises. Subfloor access is at the request to the Lessor and is not a storage facility for the Tenant's property.

11. The Tenant will not carry on or permit to be carried on any sale by auction (other than auctions for fund raising or charitable purposes) in the Premises.

12. No animals or birds may be brought upon or kept in any of the buildings erected upon the Premises.
13. Locks are not to be changed without consultation with the Lessor. The Tenant is issued by the Lessor a key to the Premises which must be restored to the Lessor – including all copies made by the Tenant – upon the expiration or sooner termination of this Lease. The Lessor will keep a duplicate copy of keys for the term of the lease. The Tenant must surrender a copy of keys to all changed locks.
14. Pursuant to Clause 10.2 of this Lease the Tenant must at all times to the satisfaction of the Lessor maintain in a clean and tidy state and keep free of weeds and refuse all gardens and open spaces forming part of or adjacent to the Premises.
15. The Lessor in consultation with the tenant, reserves the right unto itself to make any additional or other rules or regulations either in lieu of or in addition to any existing rules and regulations and to amend or cancel any of these or any such additional or other rules or regulations as in its judgment may from time to time be needful for the management safety care or cleanliness of the Premises or for the preservation of good order therein and all such amendments and additions shall bind the tenant when notice thereof shall have been given to him in writing by the Lessor. The Lessor shall not be liable for non-enforcement of these rules and regulations or any of them.
16. Structural alterations or additions will remain the property of the Lessor unless otherwise negotiated in writing with the Lessor.

## MAXIMISING OCCUPANCY

NCCI budgets annually on the premise of 95% occupancy.

### *What to Do When an Empty Space is Imminent?*

- Vacant tenancies are advertised locally in the Nimbin Good Times Newspaper, on the Nimbin Community Centre Facebook Page, the Nimbin Hookups Facebook page and NCCI noticeboards.
- The local real estate agencies have expressed a willingness to provide outside advertising space for the NCCI at no charge.
- Emails are sent to all tenants, members, and other email networks. Information includes the size of the space, any amenities included and other relevant information. Rent will be calculated according to policy. Rental and bond information will be provided on inquiry and will be dependent on the tenant classification (refer appropriate policy).
- Expressions of Interest (EOI) must be in writing & preferably via email. EOIs will include name, contact details, proposed use of premise & reason for renting a space at the Nimbin Community

Centre or Birth & Beyond. Satisfactory references must be provided. These will be contacted to confirm a reliable rental history.

- Coordinator will make face-to-face contact with applicant/s, check referees, and provide all EOI information, feedback, other relevant information and personal impressions to the management committee for their consideration.
- Final decisions regarding approval of applications will rest with the NCCI management committee.

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# CASUAL HIRE

## GROUNDS HIRE

The grounds of Nimbin Community Centre are accessible to the public at all times. These open areas are available for exclusive hire at the discretion of the NCCI management committee and subject to the following terms and conditions:

- Application for the hire of grounds must, if possible, be made in writing to NCCI Management Committee at least 6 weeks in advance.
- NCCI will consider requests for regular use/events.
- A contract between NCCI and the hirer must be completed & signed.
- A written checklist detailing the activities, times and infrastructure used at the event must be completed and sighted by the Management Committee.
- Depending on the event size, a bond will be required prior to the event date and will be redeemable in full upon the surrender of the grounds/ infrastructure/ keys in a clean and undamaged state.
- Care and respect for tenants' rooms, property, and quiet enjoyment, plus that of adjoining residents, must be exhibited at all times.
- Insurance for special events must be secured and demonstrated in writing to NCCI prior to the event. If you are unable to secure independent insurance for the event, an Events Questionnaire will be provided from NCCI and must be submitted together with the written hire application. If NCCI cannot guarantee insurance cover the request for hire will be declined.
- Any insurance costs associated with hire will be covered in advance by the hirer. Failure to do so will result in the hiring request being refused.
- Event activities and infrastructure must in no way increase the risk of injury to organisers or other persons or damage the property of NCCI or adjoining residents.
- Any damage resulting from activities associated with the event must be made good by the hirer.
- All electrical installations within the Centre grounds must be submitted as a plan, prior to hire. NCCI will consult with a licensed electrician to ensure relevant legislative compliance.
- Overnight stalls and camping on site must be negotiated in writing with NCCI prior to event.
- While NCCI maintains walkway & security lighting between dusk & dawn, the hirer must supply adequate (additional) night lighting to ensure the safety of visitors to the grounds after daylight hours.
- Consultation with adjoining residents is essential for events requiring drumming and/ or amplified music. Without written consent of NCCI, no drumming or amplified music is permitted.
- NCCI will inform neighbours one week prior to hire if evening/night-time use is proposed, with details of the hiring agreement.
- All rubbish must be picked up and disposed of within 24 hours of hire completion in consultation with the NCCI office. NCCI will provide the equivalent of one wheelie bin

for waste disposal. The hirer will be responsible for removing additional waste off site.

- No dogs or livestock without written consent.
- No drugs to be sold on site.
- No alcohol to be sold on site.
- If alcohol is present or anticipated to be present at the event a completed Alcohol Questionnaire must be submitted in addition to the written application to hire the grounds.
- Vehicle access to the grounds is restricted and not an entitlement of hire. Vehicle access & egress to the site must be negotiated prior to the event. Vehicle movements can only occur immediately prior to or directly after the event.

As can reasonably be expected, Community Centre open areas will be kept safe, clean and easily accessible at all times. To minimise noise and disruption, the NCCI Coordinator will advise all maintenance and grounds staff of hire in advance, to ensure that no non-essential work is undertaken during any authorised event.

## **UNAUTHORISED CAMPING**

NCCI discourages overnight camping, recognising that all tenants, visitors and neighbours have a right to enjoy the safe and peaceful environment of NCCI property without the disturbance of overnight campers. These disturbances may include noise, rubbish, pitched tents, vehicles, drinking of alcohol etc. NCCI is unable to manage campers having neither the facilities, licensing, staffing or liability for this activity.

No camping applies to all public places such as Community Centre gardens and open spaces ordinarily accessible to the public. It also applies to areas which are not generally accessible to the public, such as group hire rooms and Nimbin Community Centre and Birth & Beyond tenanted rooms, within which overnight stays are against the terms of the lease.

- The Coordinator will be responsible for ensuring that the policy is implemented by all staff and tenants, including contractors.
- NCCI's property and grounds maintenance manager will liaise with the Coordinator and also directly with campers for the removal of their belongings from NCCI property.
- "No camping" signs will be maintained at the entrances to each of the NCC car parks and at the market stage.
- Any campers will be requested to leave immediately, removing all their belongings at that time unless:
  - they request assistance
  - they appear to be distressed or in need of assistance
  - their behaviour threatens their safety or the safety and security of people around them
  - their behaviour is likely to result in damage to property or to the environment.
- If a camper requires assistance, NCCI can, where possible:
  - involve services directly
  - provide advice or information on available services

- o provide a contact point that the camper can either call or go to for further advice or help.
- In the event that a camper refuses to leave and appears not to need assistance, as above, they will be:
  - o given notice of trespass
  - o given notice that their belongings will be removed
  - o given notice that the police maybe called in to assist.