CITY OF BELMONT APPLICATION TO LEASE

Part A Application to Lease Office Space Second Floor, Belmont Hub 213 Wright Street, Cloverdale

Chief Executive Officer City of Belmont Civic Centre 215 Wright Street CLOVERDALE WA 6105

Closing on 1 October 2020

Enquiries must be in writing to:

Coordinator Property properties@belmont.wa.gov.au

City of Belmont Form – Contracts & Applications



Creating opportunities

CITY OF BELMONT

Application to Lease Office Space Second Floor, Belmont Hub, 213 Wright Street, Cloverdale

INFORMATION FOR APPLICANTS

1. General Information

The City of Belmont ("City") is pleased to offer office space to lease in its newest facility, the "Belmont Hub", located at 213 Wright Street, Cloverdale. The offices are on the second floor of a recently completed Green Star Certified landmark building.

The City is seeking suitable not for profit organisations to lease the office space, as detailed in the attached specification.

The Lessee must be a not for profit organisation and Australian Charities and Not-forprofits Commission (ACNC) registered entity operating for benevolent or charitable purposes.

The lease term sought is for a minimum of 1 year and up to a maximum of 3 years at the sole discretion of the City.

The rental cost will be based on an assessment of the response to the qualitative criteria contained in the Application to Lease Submission document (Part B).

Outgoings will be fixed and invoiced quarterly and be reviewed annually, at the end of each financial year and will be adjusted accordingly.

The Lessee will be directly responsible for all costs associated with fitting out the premises (Tenancy Fitout), Utilities and Internet charges.

2. How to respond to the Application

- **Step 1:** Read, understand and ensure that you are agreeable to all of the following: Part 1: Specifications and Special Conditions
- **Step 2:** Read, sign and return the following:

Part 2: Submission Documents

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CITY OF BELMONT

Application to Lease Office Space Second Floor, Belmont Hub,

213 Wright Street, Cloverdale

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1. GENERAL CONDITIONS OF APPLICATION

1.1. Definitions

Below is a summary of some of the important defined terms used in this Request:

Attachments: The documents attached as part of your Application Submission.

- Lessee: Means the person or persons, Corporation or Corporations whose Application is accepted by the City, including the executors or administrators, successors and assignments of such person or persons, Corporation or Corporations.
- **Lessor:** Means the City of Belmont as Lessor.
- **Deadline:** The deadline for lodgement of an Application as detailed on the front cover of this Request.
 - **Offer:** An offer to Lease the property.
 - **City:** Means the City of Belmont as a local government authority.
- Lease Application This document.

Selection Criteria: The Criteria used by the City in evaluating your Application.

Application: Completed submission document form, Response to the Selection Criteria and Attachments.

Applicant: Someone who has or intends to submit an Offer to the City.

1.2. Documentation Issued

Documents issued by the City for the purpose of Invitation for Application shall consist of the following parts:

Part A – Application to Lease

- > Section 1: General Conditions of Application (read and keep this part).
- > Section 2: Specification (read and keep this part).
- > Appendices (read and keep this part).

Part B – Application to Lease – Submission Documents

- > Section 3: Form of Application (complete and return this part).
- Section 4: Selection Criteria (complete and return this part attaching additional information as required).

Addenda to the Application Documents may be issued prior to the date of lodgement of Applications for the purpose of clarifying the documents or to effect modification in the design or Application terms. All addenda will be distributed to each person or organisation to whom a set of Application Documents has been issued.

All addenda issued become a part of the Application Documents and each addenda issued shall be noted on the Form of Application.

The Application submission shall be completed in ink or typed upon without alteration unless in ink and initialed by the Applicant.

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Failure to provide the requested information may render the Application invalid.

1.3. Applicants to Inform Themselves

The Applicant shall be deemed to have:

- (a) Examined carefully and to have acquired actual knowledge of the contents of the Specifications, Schedules, and any other information made available in writing by the City to the Applicant for the purpose of Application; and
- (b) Examined all information relevant to the risks, contingencies and other circumstances having an effect on their Application and which is obtainable by making reasonable inquiries; and
- (c) Satisfied themselves as to the correctness and sufficiency of their Application for the works and that their rates and prices cover the cost of complying with all their obligations under the Lease and of all matters and things necessary for the due and proper performance and completion of the Lease.

Failure by the Applicant to do all or any of the things they are deemed to have done under this Clause will not relieve them of their liability to comply with the Lease in accordance with the terms and conditions thereof.

1.4. Mandatory Site Visit and Briefing

A Mandatory site visit and Briefing will be held at 11:00am on Tuesday, 15 September 2020 at the Belmont Hub, 213 Wright Street cnr Robinson Ave, Cloverdale. Prospective Applicants will need to attend to be eligible to submit an Application.

The City will provide other opportunities for potential tenants to view the facility; these inspections will be by appointment only.

1.5. Content of Application

The Applicant must complete and sign all documents compiled to form this Application.

1.6. Lodgement of Application

lodged Applications are to be with the City of Belmont via email to properties@belmont.wa.gov.au including "Application to Lease Office Second floor, Belmont Hub" in the subject line or by post to Locked Bag 379, CLOVERDALE, WA 6985, attention "Properties". To be considered in the first round of application assessments the application must be received by the City by one of the methods above by close of business on Thursday 1 October 2020. Submissions received after the due date may be considered in the event that suitable tenants are not found for all available tenancies.

The City will not be responsible for any costs or expenses incurred by any Applicant in preparing and lodging an Application.

1.7. Ownership of Applications

All documents, materials, articles and information submitted by the Applicant as part of, or in support of, an Application will become, upon submission, the absolute property of the City and will not be returned to the Applicant at the conclusion of the Application process. The Applicant is entitled to retain copyright and other intellectual property rights therein.

1.8. Rejection of Applications

Any Application may be rejected which does not comply with the requirements of, or which contains any provisions not required by, the Application Documents.

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1.9. Conforming Applications

The Applicant shall submit a conforming Application including all the requirements of the Application documents.

If an Application has any qualification or alternative these are to be additional and shall be included in full written detail and attached with the Form of Application.

1.10. Alternative Applications

Applications that are submitted as alternative Applications or subject to conditions are to be clearly marked "ALTERNATIVE APPLICATION"

The City may in its absolute discretion accept or reject any part or parts of any alternative Application.

If an Application is submitted on any conditions of Application that differ in any way from the conditions stated in this invitation the differences must be clearly stated on separate pages attached to the Form of Application.

1.11. Risk Assessment

Applicants are required to undertake to provide to the City (or its nominated agent) upon request all such information as the City reasonably requires to satisfy itself that the Applicant is a suitable and eligible organisation. This information may include, but not limited to, current charitable status, financially viable, previous leasing history and the capability to meet their obligations under the proposed Lease.

1.12. The Lease

A Lease and Tenant User Guide will be provided and negotiated in good faith on acceptance of any application.

Upon acceptance, the Application documents and any correspondence between the Applicant and the City in which the City gives written notice of its acceptance of any variation shall evidence the intent to Lease between the City and the Applicant.

After the acceptance of the Application, the Lease shall be finalised and executed within sixty (60) days of the Lessee receiving the Letter of Acceptance from the City. Failure to do so could render the Lease void.

1.13. Contact with the City prior to close of Application

The Applicant is required to be fully informed of all conditions relating to the Application and the performance of the services prior to submitting the Application.

Applicants who wish to seek clarification of the Application documents prior to the close of Applications or to obtain additional information are to do so in writing only. All such questions are to be submitted by email to <u>properties@belmont.wa.gov.au</u> including *"Application to Lease Office Second floor, Belmont Hub"* in the subject line. All questions have to reach the City at least 5 working days prior to the Close of Applications otherwise they may not be entertained.

The City will circulate a copy of the question and the City's response to every person or company that has collected a copy of the Application documents. This information will be provided by e-mail to a person nominated by the prospective Applicant or by facsimile if an e-mail is not provided. The City will not respond to verbal requests and will not provide prospective Applicants with verbal responses.

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1.14. Contact with the City following the Close of Application

The City will advise Applicants of any unreasonable delays in the Application assessment process.

Applicants must not contact Elected Members in relation to this Application until after receiving notification of the City's decision in relation to this Application.

Applicants must not contact City of Belmont Officers between the close of Applications and receipt of notification of the City's decision in relation to this Application, other than as outlined in the following sub-clauses.

Applicants who must contact the City on urgent matters between the close of Applications and receipt of notification of the City's decision in relation to this Application may do so in writing only. The written communication must by email to <u>properties@belmont.wa.gov.au</u> including "*Application to Lease Office Second floor, Belmont Hub*" in the subject line.

Nothing in this clause precludes an Applicant from responding to a request from the City for clarifying information about their Application after the close of Applications.

Any attempt to contact the City, its Elected Members or Officers other than as set out in this clause may disqualify the Applicant from the Application process.

1.15. Addenda to Application Documents

The Applicant shall acknowledge on the Application Form, in the place provided, their receipt of each Addendum to the Application documents issued by the City and received by the Applicant prior to the close of the Application.

1.16. Canvassing of Elected Members and City of Belmont Staff

If the Applicant, whether personally or by any agent, canvasses any Elected Members or City of Belmont staff with a view to influencing the acceptance of any Application made by them or any other Applicant, regardless of such canvassing having any influence on the acceptance of such Application, the City will omit the Application from consideration.

1.17. Conflict of Interest

The Applicant must disclose to the City any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to this Lease if awarded to the Applicant.

The City may, in its discretion, accept or reject the Applicant's Offer if the City considers that the Applicant has, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to this Lease if awarded to the Applicant.

1.18. Confidentiality

It is hereby notified that the provisions of the *Freedom of Information Act 1992* may preclude the City from protecting any implied confidentiality associated with proposal documents.

1.19. Application Selection Criteria

Applications will be checked against Compliance Criteria first and then the Weighted Criteria as noted in Part B Section 4.

Assessment of the Applications by using Weighted Criteria is to assist in determining the suitability of the Applicant.

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The weighting shown against each criterion is the weighting that will be used in the evaluation. Each Applicant shall provide the information that is nominated against each criterion and as required in the schedules.

The Application prices will be assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the City.

The Applicant is required as part of this Application to submit all the information required in the schedules contained in this document under the appropriate headings to assist in the evaluation of the Applications.

Do not rely on the City pursuing additional information but the City does reserve the right to request it if required.

During the Application evaluations, the Applicant may be required to attend an interview, make a presentation and/or demonstrate the product/solution offered. Any Applicant who either fails or refuses to attend the interview may have their Application rejected.

1.20. Checklist for Applicants

- Read and understood the Specification (Part A)
- > Adequately addressed each part of the selection criteria (Part B)
- Completed the Form of Application, cross-referenced and attached any schedules or additional information
- An authorised representative of the Applicant has signed the Form of Application and all attachments.
- Fully described any alternatives to the Application Documents, signed and attached separately to the Form of Application.
- > Submitted all information required by the City of Belmont

SPECIFICATION

1.21. Details

The City of Belmont (City) is a metropolitan local government in the inner eastern suburbs of the Western Australian capital city of Perth. It is located 5.5 kilometres from the Perth Central Business District and on the main connection to Perth International Airport via Great Eastern Highway. The local government area comprises the suburbs of Ascot, Belmont, Cloverdale, Kewdale, Perth Airport, Redcliffe and Rivervale. The recent ABS Census (2016) shows an increased population number in the City of Belmont from 37,358 in 2011 to 41,270 in 2016 indicating a steady growth of over 12%.

The City has a diverse community including a large culturally and linguistically diverse (CaLD) population and a higher percentage of Indigenous people than Greater Perth. The overall population continues to grow with a significant increase in the younger 20 to 39 year old age group. While this diversity creates a number of community benefits, it is also recognized that there may be a greater need for community support services to ensure all members feel welcome and are able to actively participate in the community.

Belmont Hub is a modern multi-purpose, cross-generational building with flexible and adaptable spaces. It is a landmark building with a unique architectural style, façade treatment and prominent location on Wright Street opposite Belmont Forum Shopping Centre at the intersection of Progress Way.

For location and photographs of the exterior and the interior of the Belmont Hub location refer to the Appendices within this document.

The Belmont Hub is located close to Major Highways and arterial roads and with multiple Bus Routes, including high frequency services like the "Circle Route", available at the bus stop out the front of the building which also services both the Domestic and International airports and suburbs to the East of the City, which makes Belmont extremely accessible.

Services located within the Belmont Hub include a public library, demonstration kitchen, recording studio, museum, citizen's centre, senior citizens centre, café, and office spaces.

The Second Floor of the Belmont Hub will be dedicated to the co-location of targeted not for profit organisations who are Australian Charities and Not-for-profits Commission (ACNC) registered entities operating for benevolent or charitable purposes addressing current gaps in local service delivery. It is envisaged this will bring together organisations in a collaborative environment where they can share expertise and knowledge and address service shortfalls to the local community and beyond. The concept was formed in response to the ongoing difficulties that community, human and social service organisations and not-for-profits (NfP) have reported in securing quality, affordable work and program space in the Belmont town centre.

NfP hubs/centres are an effective form of social investment with the ability to provide tenant organisations with shared services and meeting spaces, as well as opportunities for collaboration and cost-sharing. The City's development of the Second Floor concept is important in further developing Belmont's town centre with the colocation of facilities, services and programs playing a key role in advancing Belmont as a thriving regional hub. The Second Floor of the Belmont Hub is of primary importance in the overall portfolio of community facilities already established by the City of Belmont. The vision for the Hub focusses on the provision of accommodation for established, reputable, financially sustainable NfP organisations, as distinct from

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small, local, community groups (these can be catered for within the City's existing facilities).

In order for prospective organisations to address Belmont specific needs, an understanding of Belmont's socio-economic profile may be beneficial. The SEIFA index ranks areas in Australia according to relative socio-economic advantage and disadvantage and is commonly used in:

- determining areas that require funding and services
- identifying new business opportunities
- research into the relationship between socio-economic disadvantage and various health and educational outcomes.

The SEIFA comprises four indices referencing a number of variables including income, education, employment levels and number of unskilled workers within an area. SEIFA report utilises a national average of 1,000, and scores lower than 1,000 identify areas of disadvantage. The City of Belmont has an overall score of 987 however areas such as Cloverdale have a lower score of 964.

The City of Belmont analysis illustrates not only the chronic disadvantage experienced by many groups of residents in Belmont, but also the growing inequities which can fracture a community. Based on these characteristics, the catchment can be expected to have an above average demand and requirement for community infrastructure and services.

More information on the Community Profile is available at the City's website http://www.belmont.wa.gov.au/Business/Pages/KeyStatistics.aspx .

Tenants of the Second Floor will be prioritised on their ability and capacity to focus on direct service delivery to local clients. This will take the form of: one to one activities i.e. counselling, case management; small group workshops; and/or the coordination of off-site, outreach delivery of support. The Second Floor will provide space for both large and small NfP organisations across a diverse range of activities. It is planned to bring together organisations in a collaborative environment where they can share resources, expertise and knowledge.

Within the above proposed Tenant Mix, the City of Belmont is looking to bring Services to our community within the following particular Target Demographics and delivering to the Service Areas as per below, noting there may be other demographic and service areas the City is not aware of and may be willing to consider.

Target Demographics

- Aboriginal and Torres Strait Islander communities
- Carers / Young Carers
- Children
- Culturally and Linguistically Diverse communities
- Early Years
- Families
- People with Disability
- Seniors
- Young People
- Other.

Service Area

- Aged Care provider
- Crime Prevention / Community Safety
- Drug & Alcohol
- Emergency Relief

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- Employment
- Financial counselling/support
- Health support
- Homelessness
- Legal Advice/Support
- Mental Health
- National Disability Insurance Scheme (NDIS) provider
- Social Support
- Training/Educational Support
- Volunteer support
- Other.

By improving access to services and providing greater opportunities for partnerships and referrals, the Second floor will target to reduce disadvantage through:

- Improving health and wellbeing
- Creating pathways to employment
- Fostering community cohesion and connectedness.

These organisations will deliver their services from the premises. The organisations may wish to actively contribute to assisting the City in achieving its own strategic objectives which are outlined in a range of strategic plans which may include, but not limited to, the following:

- City of Belmont Access and Inclusion Plan
- Age-Friendly Belmont Plan
- Multicultural Strategy
- Reconciliation Action Plan
- Youth Strategy
- Community Safety Strategy
- Community Placemaking Strategy.

1.22. Description of the Property which this Application to Lease refers to

Second Floor of the Belmont Hub, 213 Wright Street, Cloverdale is comprised of;

- 12 Office Space tenancies
- 1 Activity Room
- Meeting Rooms
- Communal Toilets
- 2 Breakout spaces
- Creche Facility
- Communal Store
- Common Lobby
- 6 Hot Desk/Co-working Spaces (Only available to Not for Profit Providers)

Prospective tenants need to be fully aware of the state and level of facilities available.

1.23. Purpose

The City is seeking suitable not for profit organisations who are Australian Charities and Not-for-profits Commission (ACNC) registered entity operating for benevolent or charitable purposes, to lease the office space located on the Second Floor of the Belmont Hub, 213 Wright Street, Cloverdale.

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1.24. Eligibility

The Second Floor of this facility is a Lotterywest funded floor, as such it is not permitted to be used for commercial purposes. This floor of the facility will only be exclusively available to Not for Profit organisations who are Australian Charities and Not-for-profits Commission (ACNC) registered entities operating for benevolent or charitable purposes offering their services to the disadvantaged in the City of Belmont and surrounding areas.

The City will require proof from the Applicant of its not-for-profit, ACNC and charitable status also the need for their service in the area.

The use of the premises will be for office use only. Meeting rooms however are available for booking on this floor through our bookings system.

The Lessee cannot be a Government Department, State Trading Concern, State Instrumentality or State Public Utility.

The Lessee will be required to provide police clearance certificates for all their Corporation Directors.

1.25. Financial sustainability

It is important to the City that the Applicant is financially viable. A number of questions are asked in Part B that potential tenants are asked to complete, to enable the City to assess financial viability.

It is also important to the City that the proposal that provides the greatest benefit for the Belmont Community is selected. A number of questions have been devised that seeks to effectively determine this outcome.

1.26. Lease Term

The lease term is for a minimum of 1 year and up to 3 years depending on the needs of the organisation and at the sole discretion of the City.

1.27. Rent

The City will offer affordable community office space with a rent set at no more than cost recovery levels. The City may be willing to consider rent relief to those organisations who can demonstrate clear deliverable outcomes to the City of Belmont Community.

1.28. Outgoings

The Lessee will be required to pay a contribution towards the following outgoings or charges to the Lessor on a pro rata basis:

- Local government services, ESL and other charges including, but not limited to, rubbish collection charges;
- Water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
- Any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the premises.
- The cost of providing Maintenance, Safety, Waste Management and Cleaning services to the shared spaces and the applicable tenancy.

1.29. Direct Charges

The Lessee will be required to pay the following direct charges to the Lessor or the service provider:

- Telephone, electricity, and other power and light charges including, but not limited to, meter rents and the cost of installation of any meter, wiring, internet connections or telephone connections;
- Any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the premises.
- Car parking, based on number of bays utilised.

1.30. Insurance

The Lessee will be required to have:

- Public liability Insurance not less than \$20,000,000;
- Insurance against all risks as the Lessor may require, of all plate glass windows, doors forming part of or within the Premises for a sum which is not less than its full insurable value; and
- Insurance to cover the Lessee's fixtures, fitting, equipment and stock against loss or damage.

1.31. Maintenance, Repair and Cleaning

The Lessor will be responsible for the maintenance, repair and cleaning of the premises.

1.32. Car Parking

Each tenancy will be offered car-bays in the secure basement carpark to a maximum based on a pro rata calculation related to the size of the tenancy. A cost per bay will be included as part of the rent based on bays utilised.

1.33. Tenancy Fitout

The City retains the right to approve, reject and/or vary any proposal the Lessee may submit with respect to building fit out or any other modifications. Each Lessee will be responsible for their tenancy fitout, following this Application to Lease the Lessee will be required to submit a plan clearly depicting its fit out proposal

1.34. Signage

The City retains the right to approve, reject and/or vary any proposal the Lessee may submit with respect to building signage and any other modifications.

The City will not permit -

- any external roof or façade mounted signage; or
- any external building attachment which alters the physical appearance of the building.

Signage may be limited to localised signage on the entry doors at the Wright Street entry and a directory board in the Wright Street Lobby.

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1.35. Security

The Second floor is a secure space as it is only accessed via a swipe card access control system and an electronic Web-based concierge connected to each tenancy. The public areas internal and external are covered by a CCTV system as are the common areas within the Second floor.

1.36. Kitchen Facilities

The main break out space adjacent to the skylight void has shared kitchen facilities consisting of benches, cupboards, hot and cold water, dishwasher and fridges.

1.37. Air Conditioning

Each tenancy and meeting room has its own air-conditioning system that will be managed by the Building Management System (BMS).

1.38. Power

The Premises has separately metered electricity supply, usage will be reported via the BMS and invoiced monthly in arrears.

1.39. Protection of Site and Adjacent Tenancies

The Lessee shall do everything necessary, particularly during fitout works, to ensure safety and freedom from injury, damage and interference to all adjacent spaces, tenancies, services and all other adjacent personal property whatsoever and of persons at any time in the vicinity of the site.

1.40. Start up and Safety Induction Meeting

The Lessee will be required to undertake an Induction Program which must be completed prior to the occupation of the Premises.

The City will arrange a start-up meeting prior to the site being made available to the Lessee. The purpose of this meeting is to familiarise the Lessee with the site and to provide a site safety induction.

Prior to the commencement of the Lease the Lessee must submit the following paper work to the satisfaction of the Principal's Coordinator Occupational Safety & Health:

- Any licences and qualifications pertaining to the tenancy (including tenant's contractors)
- Any insurance Certificates of Currency.

1.41. Environmental Considerations

The Lessee will be required to comply with the Green Star owners project requirements and the City of Belmont Faulkner Civic Precinct Waste Management Plan (October 2016).

The Waste Management Plan refers to responsibilities for the in-house and onsite storage of waste and recyclable materials generated along with other waste minimisation responsibilities. For further detail refer to City of Belmont Faulkner Civic Precinct Waste Management Plan (October 2016).

In addition, at a minimum the lessees must:

- Consider reducing Energy & water consumption (ie. fixtures/ fittings)
- Separate general waste from recyclables
- Take steps to minimise waste generated
- Avoid single use disposable plastic items

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1.42. Conditions for Safety Management

The City is obligated to provide and maintain, so far as is practicable, a working environment for its employees and members of the public, that is safe and without risk to health. As a condition of this Lease, the City requires that any Lessee or its Sub-Contractors who may be engaged to perform a service on its behalf will at all times exercise all necessary precautions for the health and safety of all persons including employees, City of Belmont employees or members of the public who may be affected by the services.

The Lessee must comply and ensure that its employees, sub-contractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice and Australian Standards which are in any way applicable to the performance of the services of this Lease.

1.43. Indicative Timeframes

An Indicative program is set out below with key milestones and timeframes.

KEY MILESTONES	INDICATIVE TIMEFRAME
Application to Lease opens	3 September 2020
Mandatory Briefing	15 September 2020
Application to Lease Closes	1 October 2020
Applications assessed	8 October 2020
Lease Negotiations Finalised	5 November 2020
Lessee Building Access	19 November 2020
Fitout	19 November 2020

The City of Belmont takes no responsibility for any delays to these timeframes that are caused by contracted organisations. These dates are only to be used as a guide.

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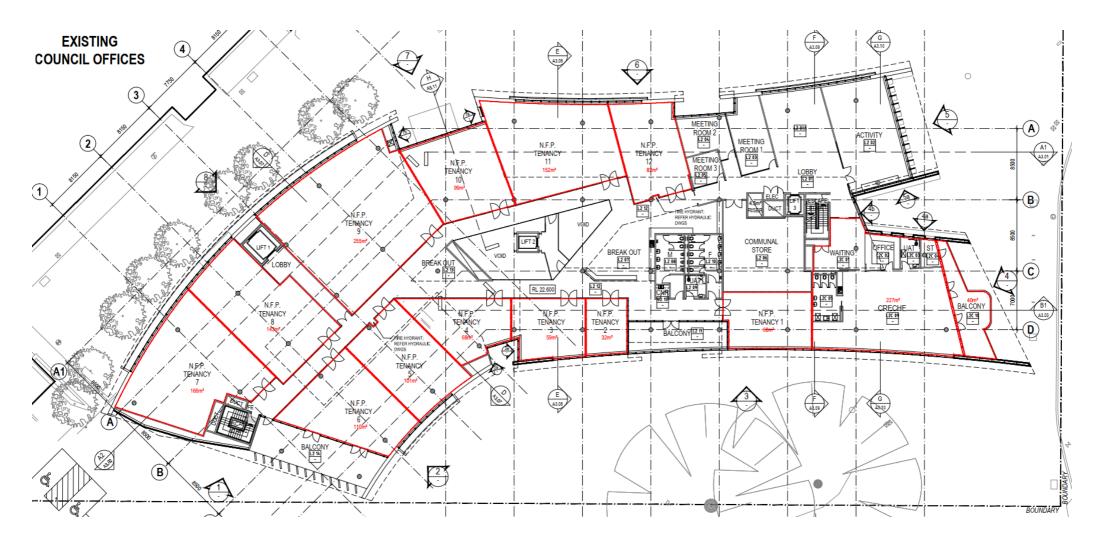
APPENDIX 1

Plans and Pictures

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Second Floor Tenancy Plan

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WRIGHT STREET VIEW

PROGRESS WAY VIEW



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INTERIORS