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SLOPES: NPWS Lease Clause 7.9 Services Installation Certification

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Bcc: frank.zipfinger@gmail.com

6 December 2018 at 12:49

Dear SLOPES Members and Associates

This issue was flagged to Clubs in our email of 16 June 2018 (see the relevant extract below).

The email is here: <https://slopes.org.au/wp/wp-content/uploads/2018/06/SLOPES-Email-563-MSU-EMS-Meetings-120618.pdf>)

NPWS in the last few days has contacted Clubs on this topic.

The text of the NPWS communication to Clubs is extracted below.

It initiates the lease clause 7.9 certification process requiring each Club to provide by 30 June 2019 certificates by qualified contractors stating that as regards their lodge premises:

- a) electrical and gas installations are safe and in good working order, and
- b) the premises are free from any pests capable of causing damage to the premises.

The certification templates provided by NPWS for use by the contractor are attached.

Across our 88 member Clubs this exercise will create a considerable amount of work (fortunately it is only required every 10 years).

But we have 6 months in which to comply and to organise a co-ordinated response, if there is merit in so doing.

SLOPES expects most Clubs will have their own qualified contractors in these areas of expertise and may choose to use them for this additional compliance task given their familiarity with your lodges.

However, other Clubs may not have contractors.

Even for Clubs with their own contractors, there may be time and cost savings from SLOPES co-ordinating on behalf of Clubs a bulk arrangement over say a designated number of days with some chosen suppliers following a bid process.

If your Club is interested in participating in a bulk arrangement, please reply by email indicating whether your interest is in one or both certificates.

Once we gauge the interest for a bulk arrangement we will be in further contact.

Regards

Frank Zipfinger
President
SLOPES

NPWS EMAIL TO CLUBS - EXTRACT

I refer to the Lease held between [CLUB] and the Minister Administering the National Parks and Wildlife Act.

Clause 7.9 of the Lease, *Premises Fire Safety, Services and Installations Certification* requires the lessee to engage appropriate qualified and experienced contractors to inspect the premises to ensure the electrical and gas installations are safe and in good working order and that the premises are free from any pests capable of causing damage to the premises.

Inspections and certification are required every ten years following commencement of the Lease. Fire safety inspections and certificates are provided annually and are outside the scope of this requirement.

Please find enclosed a separate template for inspection and compliance of both gas and electrical installations for completion by the contractor.

A standard pest inspection report is to be provided by the contractor and is to identify the scope of the inspection and certify that the premises are free from pests or identify any issues and make recommendations for remedy.

The due date for provision of the gas, electrical and pest certificates is 30 June 2019.

Please provide the completed certificates to the Jindabyne office of National Parks and Wildlife Service at PO Box 2228 Jindabyne NSW 2627.

If you have any further questions regarding the above, please do not hesitate to contact me on 6450 5502 or by email at karen.field@environment.nsw

SLOPES EMAIL 16 JUNE 2018 - EXTRACT

4. Lease Clause 7.9 Services Installation Certification

Attached is a copy of this clause from the New Lease which applies to nearly all our Clubs. As the 10 year anniversary under our leases triggering the operation of this clause is nearly upon us, NPWS advise:

See attached clause 7.9 from the Lease regarding Premises Fire Safety, Services and Installation Certification.

Premises fire safety is provided annually however the plumbing, gas, electrical and pest inspections are required on every tenth anniversary.

More information regarding the requirements of the certification will be provided to you prior to informing lessees.

SLOPES will monitor this situation and keep Clubs informed as there could be opportunities to minimise certification costs through bulk purchase and co-ordinated lodge visits.

3 attachments

-  **Clause 7.9 Premises Fire Safety, Services & Installation Certification (1).pdf**
320K
-  **2018 Electrical Services Installations Certificate (2).pdf**
44K
-  **2018 Gas Services Installations Certificate (2).pdf**
45K

floor coverings, wall, floor and ceiling finishes, plant furnishings and equipment and appliances of the Lessee on the Premises.

7.7 Breakages

The Lessee must make good any breakage defect or damage to any facility or appurtenance of the Lessor within the Park occasioned by want of care misuse or abuse on the part of the Lessee or the Lessee's Employees and Agents or other persons claiming through or under the Lessee or otherwise occasioned by any Breach.

7.8 Building, Construction and Development Works

7.8.1 The Lessee must, where it proposes to carry out works for which development consent or approval is required under the *Environmental Planning and Assessment Act 1979*, obtain the appropriate consent or approval.

7.8.2 The Lessee must ensure that all building, addition, alteration, modification or replacement building works are carried out in accordance with plans and specifications previously approved in writing by the Relevant Authority and in accordance with development consent or approval and to the reasonable satisfaction of the Relevant Authority and in accordance with the requirements of any applicable Building Code and Relevant Authority.

7.8.3 The Lessee must not undertake any development or construction work road works or landscaping of any kind prior to the Relevant Authority providing approval for such works.

7.8.4 The Lessee must comply with all requirements and directions of the Relevant Authority in regard to the construction or alteration of buildings improvements and other structures, earthworks, hydraulic works, underground works, landscaping, restoration, erosion mitigation, and drainage works.

7.8.5 The Lessee must comply with requirements of the Act or other legislation relating to the Premises.

7.8.6 In respect of works described in this clause which do not require development consent from a Consent Authority the Lessee must observe and comply with the requirements of all policies and guidelines of the Lessor as amended from time to time relating to the carrying out of any works:

- a) on the land that comprises the Premises; and
- b) to the external part of a building on the Premises.

7.9 Premises Fire Safety, Services and Installations Certification

7.9.1 The Lessee must engage appropriately qualified and experienced contractors to do the inspections, tests and Works necessary to obtain the compliance certificates listed in this clause 7.9.1. The compliance certificates must comply with industry standards (where applicable) and be provided on the dates stated

below unless the Lessor, in his or her absolute discretion, gives his or her written permission for such compliance certificates to be provided at a later date:

- a) a statement showing that the Fire Safety Measures on the Premises have been inspected, tested and found to be installed and working in accordance with the *Environmental Planning and Assessment Act 1979* and its regulations and/or any Building Code by 1 July of each year following the Commencing Date;
- b) a certificate showing that the electrical installations are safely installed and in good working order on the Commencing Date and subsequently on every tenth anniversary since the last statement thereafter;
- c) a certificate showing the gas installations are safe and in good working order on the Commencing Date and subsequently on every tenth anniversary since the last statement thereafter;
- d) a certificate showing that the Premises are free from any pests which are capable of damaging the Premises (such as termites) on the Commencing Date and subsequently on every tenth anniversary since the last statement thereafter;

7.9.2 The Lessee must also provide such other compliance certificates of a similar nature to the compliance certificates listed in clause 7.9.1 as may be reasonably required by the Lessor from time to time.

7.10 Standard of Work

All work carried out by the Lessee or the Lessee's Employees and Agents must be carried out at the Lessee's expense with every reasonable care and in a proper expeditious and workmanlike manner using good quality materials and in accordance with the approvals, issued by the Relevant Authorities, including but not limited to development consent.

7.11 Reporting of Defects, etc

The Lessee must immediately inform the Lessor of:

- 7.11.1 any act or omission of itself or the Lessee's Employees and Agents, or
- 7.11.2 any defect, failure, want of repair, accident or hazard associated with or in the vicinity of the Premises or any structures or Improvements thereon, or
- 7.11.3 any other circumstances,

where any of the above has caused or may cause any danger or risk to the Park or any person within the Park or has caused or may cause any environmental damage to the Premises or the Park.

7.12 Lessor's Right of Entry to do Certain Works

The Lessor and his or her servants, agents and contractors may at all times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Premises for the purpose of:

Purpose of the Inspection and Certification

The key objective to the inspection and certification is to:

- ensure that the gas services installations in the building are in a safe working order and satisfy Clause 7.9 of the Lease between OEH and the lessee regarding inspection and certification of the premises on the tenth anniversary of commencement of the lease and every 10 years thereafter;
- Identify any risk associated with the services installation and recommendation for remedy.

Limitation and Exclusions

The inspection and certification is limited to:

- testing of the safe working operation of the gas installations as they are presented at the time of the inspection and not intended to certify the original works as installed;
- areas readily accessible.

Areas with no direct access that would require invasive or destructive works are outside the scope of this certificate.

7.9 Premises Fire Safety, Services and Installations Certification

- 7.9.1 The Lessee must engage appropriately qualified and experienced contractors to do the inspections, tests and Works necessary to obtain the compliance certificates listed in this clause 7.9.1. The compliance certificates must comply with industry standards (where applicable) and be provided on the dates stated below unless the Lessor, in his or her absolute discretion, gives his or her written permission for such compliance certificates to be provided at a later date:
- 7.9.1.1 a statement showing that the Fire Safety Measures on the Premises have been inspected, tested and found to be installed and working in accordance with the *Environmental Planning and Assessment Act 1979* and its regulations and/or any Building Code by 1 July of each year following the Commencing Date;
 - 7.9.1.2 a certificate showing that the electrical installations are safely installed and in good working order on the Commencing Date and subsequently on every tenth anniversary since the last statement thereafter;
 - 7.9.1.3 a certificate showing the gas installations are safe and in good working order on the Commencing Date and subsequently on every tenth anniversary since the last statement thereafter;
 - 7.9.1.4 a certificate showing that the Premises are free from any pests which are capable of damaging the Premises (such as termites) on the Commencing Date and subsequently on every tenth anniversary since the last statement thereafter;
- 7.9.2 The Lessee must also provide such other compliance certificates of a similar nature to the compliance certificates listed in clause 7.9.1 as may be reasonably required by the Lessor from time to time.