



**REPORT OF THE ASSOCIATION – June 2023**

prepared by Kylie Bryan (General Manager)

Meeting of the Board of Management Wednesday 27<sup>th</sup> of June 2023

**Membership Subscription 2023- 2024**

Current membership renewals are eighteen with one new member requesting membership.

For tabling for new membership is Inga Cullen from 4 Monte Carlo Court, Prospect Vale 7250. Client of the organisation for the last four years.

**Action Required: Approval Requested.**

**Rent Renewal – Additional Clause.**

On the 2<sup>nd</sup> of June 2023 – Email rec from Kan Lam Metcash

We are seeking to insert a demolition and redevelopment clause in the lease. The intention is to provide Mitre 10 some flexibility when we are required to redevelop the property for continuous business development.

Please find the draft relocation and demolition clause for your information.

**Relocation** – The Lessor has the right at any time to relocate the Lessee from the Premises to another location within the Land subject to the following:

- (a) the Lessor must provide the Lessee details of the proposed refurbishment, redevelopment or extension sufficient to indicate a genuine proposal to be carried out within a reasonably practicable time after relocation of the Lessee that cannot practicably be carried out without vacant possession of the Premises;
- (b) the Lessor must give the Lessee no less than 6 months' written notice of the Lessor's intention to relocate the Lessee (Relocation Notice) which must specify the details of alternate premises in the Land made available to the Lessee (New Premises); and
- (b) the Lessor must offer the Lessee a new lease for the New Premises on the same terms and conditions as this Lease except that: (i) the term shall be for a period equivalent to the remainder of the Term of this Lease; and (ii) the rent for the New Premises is to be adjusted by the Lessor to take into account at the time of relocation the difference in the commercial value of the Premises and the New Premises.

**Lessee's Right of Termination**

(a) Upon service of a Relocation Notice, the Lessee may, by notice in writing to the Lessor, terminate this Lease within 1 month (Termination Notice) in which case this

b. Lease will terminate at the expiration of 3 months from the date of service of such notice.

(b) If the Lessee does not serve a Termination Notice then the Lessee is taken to have accepted the offer of the new lease for New Premises on the terms submitted by the Lessor.

c.



# Launceston Volunteers For Community

Office: 56 Cimitiere St, Launceston TAS 7250  
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ABN: 325 936 125 73

d. **Demolition** - In the event the Lessor intends to conduct a Demolition and does not intend to relocate the Lessee pursuant to clause 23, the Lessor may terminate this Lease by written notice to the Lessee provided:

(a) the Lessor gives no less than 12 months' notice of the date of termination under this clause during any of terms of the Lease.

(b) the Lessor has provided the Lessee with details of the Lessor's plans for demolition sufficient to indicate a genuine proposal to demolish that part of the Land or Building that the Premises forms part of within a reasonably practical time after the Lease is to be terminated.

e. (c) the Lessor must offer the Lessee a new lease for the New Premises on the same terms and conditions as this Lease except that:

- (i) the term shall be for a period equivalent to the remainder of the Term of this Lease;
- (ii) the rent for the New Premises is to be adjusted by the Lessor to take into account at the time of the New Premises having been built, the difference in the commercial value of the Premises and the New Premises;
- (iii) for the avoidance of doubt the Lessor is only required to use its best endeavours for the New Premises to be as similar as possible to the Premises in terms of size, configuration, and vehicular access; and
- (iii) the payment of the Rent for the Premises and the New Premises shall abate in respect of any period during which, solely as a direct consequence of the demolition of the Premises and construction of the New Premises, the Lessee is unable to carry on business.

Please kindly note that the relocation and demolition provision in the lease will be subject to the lawyer's review and Metcash senior management team's approval.

Further expertise and knowledge was sought from Glen Cornish with the below suggestion:

Further to our discussion today regarding the proposed amendment to the new Lease agreement which is yet to be signed by both parties, my recommendation is that we refer the matter to solicitors for their advice.

The issues I see are in relation to the new rental to be determined post renovation/demolition could eventuate to be a figure greater than our organisation can afford. It seems we are being asked to pre commit to an unknown rent.

Under the heading of **Lessee's Right of Termination.....Demolition** the email refers to clause 23 which does not appear to be relevant and may be a typo.

The issue of the cost of relocation and any additional costs/loss of profit incurred by us associated with doing our normal business will have to be borne by us, which I do not see as reasonable.

At the end of the day, we would be waiving our right to "quite enjoyment" of the premises, a fundamental right of any tenant.

Email correspondence sent to Metcash on the 14<sup>th</sup> of June to seek further clarification regarding clause 23, follow up call on the 22<sup>nd</sup> of June to no response.

**Action Required: Discussion and Outcome.**



### Board Member Advertising

As requested, the Board Member advert has been listed. One candidate came through to the office for further conversation. Unfortunately, two days later they withdrew their interest due to ill health. They would like to be kept in consideration for application for 2023-2024 year. I will ensure contact is made in August prior to the AGM. I suggest we re-list the advert shortly after the start of the new financial year.

**Action Required: Approval Requested for further advertisement.**

### Home and Community Care Grant

We have been successful in our initial review of contract agreements with the Department of Health (Marilena Di Florio.) The full contract is available from the Board of Management log in. This would see our targets as per below:

	2022-23	2023-24
Assessment	71	61
Home Maintenance	245	185
Social Support	213	213
Transport	2178	1939
Client Co-ordination	118	273

Discussion has already begun with Marilena to put a business case forward to increase the assessment, client co-ordination and social support services.

Due to the significant increase in funding the budget will need to be reviewed and made available for the Board in August.

The contract renewal also brings a number of additional procedural requirements which will be rolled out through staff training over the coming quarter.



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## Department of Health

	2022-23	2023-24
Domestic Assistance	245	229
Home Maintenance	2529	2367
Social Support	1978	1469
Transport	10630	9939

### Support At Home Program

The Community Home Support Program was set to be replaced by the Support At Home Program in the 2024-2025 year. There has been a substantial body of work put towards meeting this deadline. We have now been informed that the program will be postponed for roll out until 1<sup>st</sup> of July 2025 to allow for an extra 12 months to further refine the program design. Existing CHSP programs will now have continued funding until 2025.

**Action Required: Nil**

### 4.1 WH&S

#### COVID Update:

A monthly review has been undertaken of the COVID safety plans in line with the most recent Public Health releases. All outbreak management plans remain appropriate and surpassing current requirements. Masks remain in place in all confined areas of business and we continue to adhere to distancing and room requirements. However important to note that language surrounding vaccination has moved to strongly recommend for ATAGI and Department groups and no longer mandatory. Reporting requirements of vaccination numbers to the Department of Health on a weekly basis remains the same.

**Action Required: Nil**



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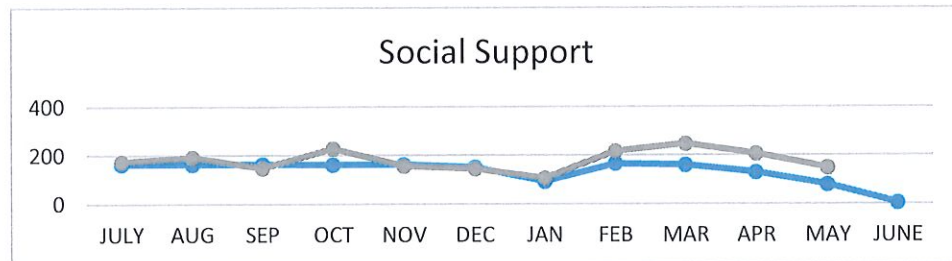
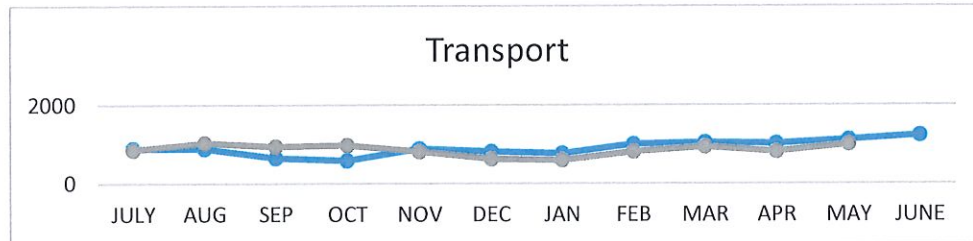
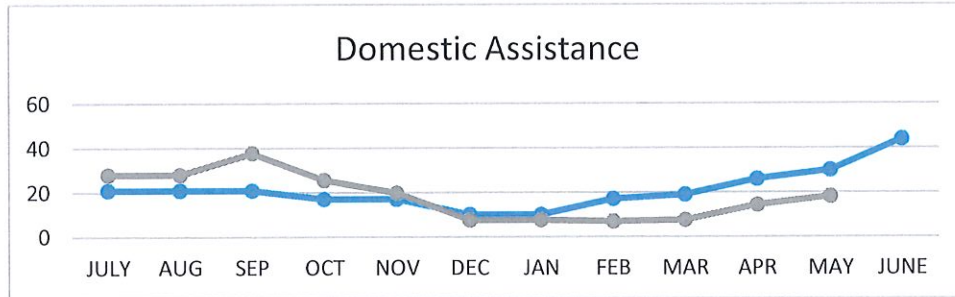
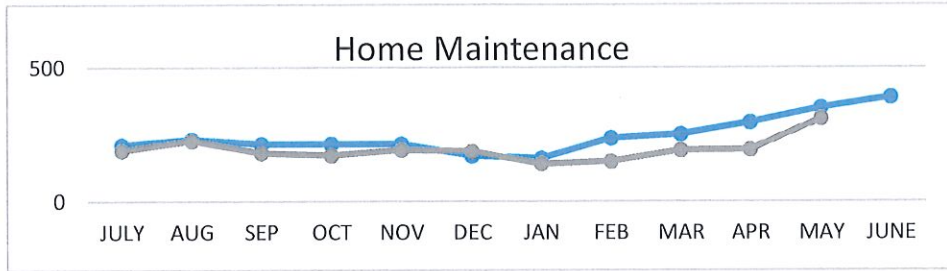
## Financial & Statistical Data

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### 3.4 Service outcomes for 2022/2023:

#### Department of Health (Federally Funded.)

Please note the grey lines indicate the actual outputs achieved, the blue is reflective of target line across the year.

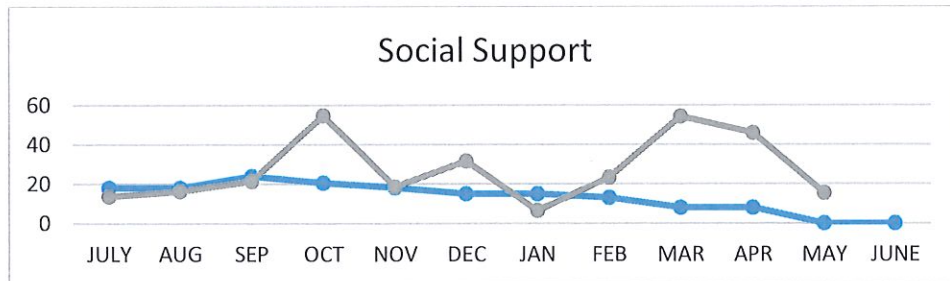
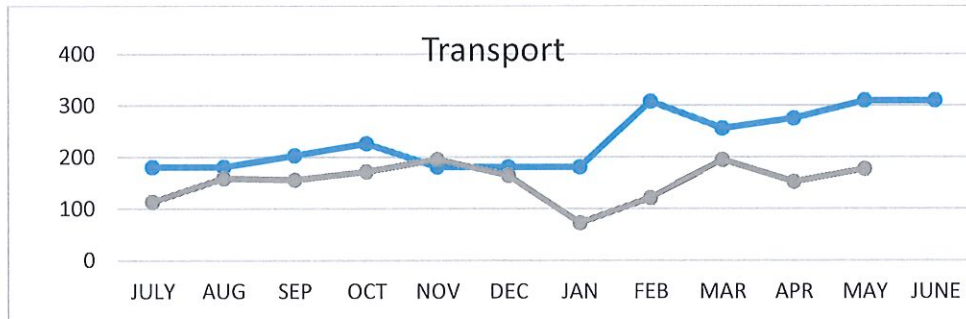
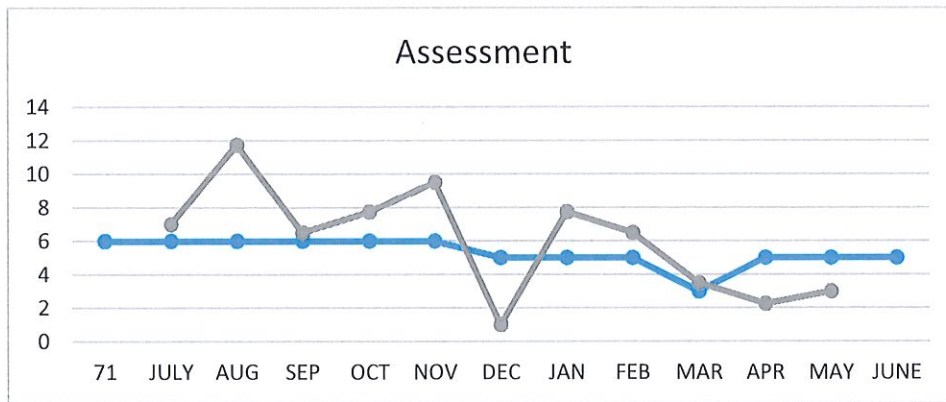
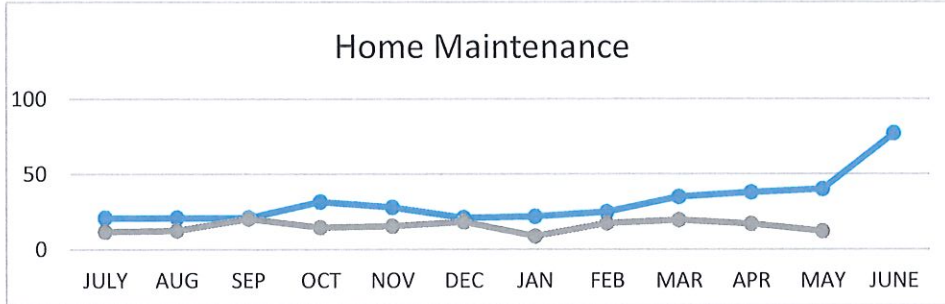




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## Home and Community Care (State Funded)





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Based on the organisations full flexibility provisioning for the 2022-2023 you remain on track to ensure output delivery is met for the financial year.

A handwritten signature in black ink, appearing to be 'G. [unclear]', written over a horizontal line.

Signed: General Manager

Date: 21/06/2023