



Monash City Council (**Landlord**)

Oakleigh Tennis Club Inc (**Tenant**)

# Lease

Premises: 85 Atkinson Street, Oakleigh

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# Lease of real estate

## Parties

**Monash City Council** ABN 23 118 071 457  
of 293 Springvale Road, Glen Waverley VIC 3150 ("**Landlord**")

and

**Oakleigh Tennis Club Inc.** (Registration No.A0012347X)  
of 6 Botanic Drive Glen Waverley VIC 3150 ("**Tenant**")

## Background

- A. Oakleigh Tennis Club Inc. (Registration No. A0012347X) previously located at 2A Park Road, Oakleigh and the North Oakleigh Tennis Club Inc. (Registration No. A0005925E) previously located at 14-16 Atkinson Street, Oakleigh ("**the Clubs**") have agreed to merge and to relocate to the Premises.
- B. The Clubs have merged and will now operate under the existing entity Oakleigh Tennis Club Inc. (Registration No.A0012347X).
- C. The parties have agreed to enter into a lease of the Premises subject to the terms and conditions of this agreement.

## Agreed terms

### 1. Definitions and interpretation

#### 1.1 Definitions

In this lease:

"**Bank**" means a bank authorised under the *Banking Act 1959* (Cth).

"**Bank Guarantee**" means a bank guarantee for the amount stated in **Item 13** of the Schedule and in accordance with the Landlord's requirements in **clause 21.2**.

"**Business Day**" means a day on which banks are open for general banking business where the Premises are located, but does not include Saturdays, Sundays or public holidays.

"**Commencement Date**" means the date specified in **Item 5**.

"**Construction Work**" means any work carried out by or for the Tenant to, in or for the Premises for which a Principal Contractor must be appointed under the OHS Regulations.

"**Council Policy**" means any policy adopted by the Landlord in its capacity as the municipal authority from time to time.

**"CPI"** means the Consumer Price Index - All Groups Melbourne or if this index is not available or is discontinued or suspended such other index that represents the rise in the cost of living in Melbourne, as the Landlord reasonably determines.

**"CPI Review Dates"** mean the dates specified in **Item 11**.

**"Dealing"** means the Tenant:

- (a) transferring this lease or subletting the Premises;
- (b) mortgaging or encumbering its interest in this lease; or
- (c) entering into an agreement that gives any person the right to enter into occupation or possession of the Premises or any part of the Premises or any goods or property on the Premises.

**"Emergency"** means an incident or event:

- (a) declared by the Commonwealth or state government to be an emergency (including but not limited to a natural disaster, bushfire, earthquake, cyclone, severe storm, flood, act of war or terrorism) or by the Monash City Council where the event is not of national or state significance but in any case such event will have characteristics of an intensity potentially endangering human life and enabling invoking of emergency powers by the declaring body to respond to the threat posed by the event by various measures including engagement of emergency services, closures of public facilities and infrastructure, and co-opting of properties (including the Premises) for emergency management purposes as may be required including use for public shelter, emergency management control or communications centre, depot, or any other use deemed appropriate; or
- (b) on or within the Premises or in the immediate vicinity of the Premises potentially rendering the Premises unsafe and/or placing the occupants of the Premises unsafe as determined by a person or entity qualified to make such determinations with regards to OHS, building integrity, or utility services and who has been engaged by the Tenant or the Landlord to inspect the Premises and report and advise on any hazards found or confirmed in, on or about the Premises, and the appropriate responses to be taken.

**"Environmental Initiatives"** means activities, programs or works (including the installation and operation of plant and equipment) which are aimed at environmental awareness or at reducing damage to the environment. Examples of such activities, programs and works include recycling programs energy efficient lighting and reduction of water usage.

**"Environmental Laws"** means all laws and regulations, consents, permits, environmental protection policies and directions, standards and guidelines, including determinations, of any statutory authority with regulatory powers relating to the environment, including land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, noise, soil or ground water contamination, chemicals, waste, waste management, use of hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, noxious trades and use of biodegradable/non bio-degradable products.

**"Fixed Rental Increase Dates"** mean the dates specified in **Item 10**.

**"Further Term"** means the further term of this lease specified in **Item 15**.

**"GST"** means goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**"Guarantor"** means the person specified in **Item 14**.

**"Insolvent"** means:

- (a) for an individual:
  - (1) becoming bankrupt;
  - (2) taking or trying to take advantage of Part X of the *Bankruptcy Act 1966* (Cth);
  - (3) making an assignment for the benefit of creditors; or
  - (4) entering into a composition or arrangement with creditors; and
- (b) for a corporation:
  - (1) being wound up or subject to an order for winding up or reconstruction;
  - (2) being placed in liquidation or under official management;
  - (3) having a receiver, provisional receiver or receiver and manager of any of its assets or an administrator appointed; or
  - (4) having an external party appointed to control its affairs.

**"Item"** means an item in the schedule to this lease.

**"Laws"** means:

- (a) any legislation, regulation, by-law or other rule or requirement, whether federal, state or municipal; and
- (b) any conditions that attach to any consent or approval.

**"Lease Year"** means each successive period of 12 months commencing on the Commencement Date.

**"Market Rent Review Dates"** means the dates specified in **Item 9**.

**"Notice"** means a notice, consent or approval under this lease.

**"OHS Act"** means the *Occupational Health and Safety Act 2004* (Vic).

**"OHS Law"** means all laws applicable to the Premises concerning health and safety in workplaces, including the OHS Act and the OHS Regulations.

**"OHS Regulations"** means the *Occupational Health and Safety Regulations 2007* (Vic).

**"Outgoings"** means all water, electricity and other utility rates and usage, and rates taxes and levies levied against or incurred at the Premises.

**"Permitted Use"** means the use specified in **Item 12**.

**"PPSA"** means the *Personal Property Securities Act 2009* (Cth).

**"Premises"** means the Premises specified in **Item 4** and includes the Landlord's improvements, fixtures, fittings, plant and equipment.

**"Principal Contractor"** has the same meaning as in the OHS Act.

**"Rent"** means the rent specified in **Item 8** or as adjusted under this lease.

**"Tenant's Fixtures"** means:

- (a) all fixtures, fittings, plant, equipment, furniture and other articles owned or leased by the Tenant or otherwise brought onto or installed in the Premises by or on behalf of the Tenant; and
- (b) the fixtures, fittings, plant, equipment, furniture and other articles in the Premises nominated by the Landlord to the Tenant which are:
  - (1) owned by the Landlord;
  - (2) in the nature of trade or Tenant's fixtures; and
  - (3) made available by the Landlord for the benefit of the Tenant during any part of the term of this lease.

**"Tenant's Work"** includes any work, alteration, addition, sign or installation in or to the Premises and/or to the existing Tenant's Fixtures undertaken by or on behalf of the Tenant.

**"Term"** means the term specified in **Item 7**.

**"Termination Date"** means the date specified in **Item 6**.

**"Trust"** means the entity referred in **Item 3**.

## 1.2 Interpretation

In this lease:

- (a) headings and clause numbers are for convenience only and do not form part of the document or affect its interpretation;
- (b) the singular number includes the plural and vice versa, unless the context requires otherwise;
- (c) a reference to "includes" or "including" means "includes, without limitation" and "including, without limitation" respectively;
- (d) a reference to the whole includes a part of the whole;
- (e) a reference to a person includes an individual, corporation, unincorporated association, partnership, joint venture or government body;
- (f) references to any statute, ordinance or other law includes all regulations and other instruments under it and all consolidations, amendments, re-enactments or replacements of it;
- (g) money references are in Australian dollars, unless otherwise specified;
- (h) if a party is a corporation, a reference to that party's authorised officer means:
  - (1) an "officer" of the corporation as defined in the *Corporations Act 2001* (Cth); or
  - (2) any other person authorised to act on the corporation's behalf.
- (i) "month" means calendar month;
- (j) references to the Landlord, Tenant and Guarantor include their executors,



administrators, trustees, successors and permitted assigns, and in relation to the Landlord and Tenant, their employees, customers, contractors and invitees;

- (k) a reference in this lease to the acts and omissions of the Tenant includes the acts and omissions of its servants, invitees, employees, contractors and members;
- (l) if more than one person or company is named as Tenant or Guarantor, then they are jointly and severally liable; and
- (m) if a notice is required it must be in writing and served on a Business Day.

### **1.3 Exclusion of statutes and governing law**

- (a) The covenants implied into leases by the Laws are excluded to the extent permitted.
- (b) Section 144 of the *Property Law Act 1958 (Vic)* does not apply to this lease.
- (c) This lease is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

### **1.4 Application of the Act**

The parties acknowledge that the *Retail Leases Act 2003 (Vic)* does not apply to this lease.

## **2. Condition precedent**

The grant of this lease is subject to the Landlord giving notice of its intention to grant this lease and resolving to grant this lease pursuant to the requirements of the *Local Government Act 1989 (Vic)*.

## **3. Term**

### **3.1 Term**

The Landlord leases the Premises to the Tenant for the Term.

### **3.2 Holding over**

- (a) If, with the Landlord's consent, the Tenant continues in possession of the Premises after the Termination Date, the Tenant holds over as a monthly Tenant:
  - (1) at a monthly rent proportional to the Rent payable in the last month of the Term ("**Monthly Rent**");
  - (2) with all Outgoings remaining payable; and
  - (3) on the terms contained in this lease, except those terms which are inappropriate to a monthly tenancy.
- (b) The Monthly Rent will be reviewed in the same way as the Rent in accordance with the terms of this lease.
- (c) Either party may terminate the monthly tenancy by giving 1 month's written notice to the other which may end on any day of the month.

## **4. Rent**

### **4.1 Payment**

The Tenant must pay the Rent to the Landlord or as it directs annually in advance on the Commencement Date and on each anniversary of the Commencement Date during the Term, free of deductions, set-off or counterclaim by direct debit (or such other means as the Landlord has approved).

### **4.2 No deduction**

All payments of Rent and Outgoings must be made free of deductions, set-off or counter claim.

## **5. Market rent review**

Deleted

## **6. Fixed Rental Increase**

Deleted

## **7. CPI review**

### **7.1 Application**

If there are any CPI Review Dates, the Rent must be increased on the CPI Review Dates in accordance with this **clause 7**.

### **7.2 CPI increase**

On each CPI Rent Review Date, the Rent increases by the same proportion as the CPI published most recently before that date has increased over the CPI published most recently before the Commencement Date or previous anniversary of the Commencement Date, whichever is the later.

### **7.3 Change to reference base**

If the method of calculating the CPI is altered (for instance by removing a component which formerly comprised part of the material for calculating the CPI) then, if possible, the CPI must be calculated as if that change had not occurred.

### **7.4 Abolition of CPI**

If the CPI is discontinued or abolished or is altered such that the Landlord acting reasonably is not able to accurately assess changes in the cost of living by reference to that CPI (in relation to which the opinion of the Landlord is conclusive) the Rent increases by 5% on each CPI Review Date.

### **7.5 Delay no bar to recovery**

Any delay by the Landlord in invoicing for a CPI adjustment does not affect the Landlord's rights to invoice for CPI adjustments retrospectively and recover Rent increases.

## **8. GST**

### **8.1 Consideration GST- exclusive**

The consideration for a supply under this lease is exclusive of GST.

## **8.2 Payment of GST**

The recipient of a supply must pay the supplier an amount equal to the supplier's GST on the supply at the same time as the consideration is paid. The supplier must issue a tax invoice before the recipient is obliged to pay the GST.

## **9. Outgoings**

### **9.1 Payment by Tenant**

The Tenant must pay the Outgoings.

### **9.2 Time for payment**

The Tenant must pay the Outgoings within 10 Business Days of the Landlord providing to the Tenant a copy of the invoice for the relevant charge.

### **9.3 Payment of insurance policy excess**

If the Landlord claims under its insurance policy for a loss that is caused by the Tenant, the Tenant must pay any excess specified in the policy to the Landlord.

### **9.4 Survival of obligation**

The obligation to pay the Outgoings incurred or payable during the Term survives after the end of this lease.

## **10. Use and care of the Premises**

### **10.1 Use for specified purpose only**

The Tenant must use the Premises for the Permitted Use and must not allow the Premises to be vacated, abandoned, or used for any other purpose.

### **10.2 Tenant to obtain consents**

If required, the Tenant must obtain any planning permit from the relevant municipal authority for the Permitted Use and its use of the Premises and obtain and comply with all legal requirements in the use of the Premises.

### **10.3 Tenant's Work**

- (a) The Tenant must not undertake any Tenant's Work without the consent of the Landlord's property manager. For the avoidance of any doubt, the granting of a planning permit by the Landlord does not constitute consent under this clause.
- (b) If the Landlord gives consent to any Tenant's Work, the Tenant must comply with conditions that the Landlord imposes, including that the Tenant must:
  - (1) submit professionally drawn plans and specifications, samples of finishes and a work programme for approval by the Landlord which must not be altered without consent of the Landlord;
  - (2) comply at its own cost with the Building Code of Australia and any building permit required and obtained in its fit out, use and occupation of the Premises.
  - (3) pay the costs of the Landlord's architect, engineer or other expert of reviewing the plans, specifications, samples of finishes and work

- programme;
- (4) obtain and keep insurances as the Landlord reasonably requires;
  - (5) give the Landlord copies of all approvals prior to commencing the Tenant's Work;
  - (6) give the Landlord drawings of all the Tenant's Work within a reasonable time after completion;
  - (7) give the Landlord within 2 Business Days of completion of the Tenant's Work certification which permits occupation of the Premises, as required by law or the applicable authority; and
  - (8) pay all costs associated with the Tenant's Work including payments to authorities.
- (c) In carrying out the Tenant's Work, the Tenant must:
- (1) comply with all Laws and the requirements of authorities;
  - (2) complete the Tenant's Work:
    - (A) in a proper and workmanlike manner;
    - (B) by contractors approved by the Landlord (that approval not to be unreasonably withheld);
    - (C) in accordance with the Tenant's plans;
    - (D) in accordance with the Tenant's approvals;
    - (E) in accordance with the Landlord's requirements and directions; and
  - (3) not cause any material interference with the use of the land on which the Premises are located.
- (d) If the Tenant fails to complete the Tenant's Work within a reasonable time as may be specified by the Landlord:
- (1) the Landlord may issue a notice to the Tenant specifying a date by which the Tenant's Works must be completed ("Notice to Complete") regardless of the expiry dates of any permits issued for the Tenant's Works whether issued by the Landlord or not.
  - (2) If the Tenant's Works are not completed by the date specified in the Notice to Complete, the Landlord may at its own option:
    - (A) complete the Tenant's Works; or
    - (B) remove any of the Tenant's Works installed in the Premises and reinstate the Premises at the Tenant's cost.

#### **10.4 OHS obligations during Tenant's Work**

- (a) Without limiting the Tenant's other obligations and the Landlord's rights under this Lease, for the period from the commencement of any Construction Work until the first to occur of completion of the Construction Work and the expiry or earlier termination of this Lease:
- (1) the Landlord appoints the Tenant as the Principal Contractor for and

- on behalf of the Landlord in respect of the Premises as a workplace and the Tenant accepts that appointment;
- (2) the Landlord authorises the Tenant to exercise such authority as is necessary to discharge the obligations imposed on a Principal Contractor under OHS Law, including for the control and management of the Premises as a workplace; and
  - (3) in performing its obligations as the Principal Contractor, the Tenant must comply with OHS Law, including by:
    - (A) preparing all required health and safety plans before Construction Work commences and keeping them current, maintaining records and monitoring their application;
    - (B) ensuring all persons undertaking Construction Work, whether engaged by the Tenant or not, are properly inducted to the Premises as a workplace, including by receiving training regarding the requirements of all health and safety plans; and
    - (C) signs that are clearly visible from outside the Premises identifying the Tenant as the Principal Contractor and stating the contact telephone numbers for the Principal Contractor (including an after-hours emergency telephone number).
- (b) Without limiting the Tenant's other obligations and the Landlord's rights under this Lease, for the period from the commencement of any Tenant's Work until the first to occur of completion of the Tenant's Work and the expiry or earlier termination of this Lease:
- (1) except in the case of an Emergency or a failure to complete the Tenant's Work within a reasonable time or in accordance with any other reasonable requirement of the Landlord as agreed under clauses 10.2, and 10.3, the Tenant has complete and exclusive control and management, to the exclusion of the Landlord, of:
    - (A) the Premises as a workplace; and
    - (B) all Tenant's Work;
  - (2) the Tenant must comply with OHS Law concerning the control and management of the Premises as a workplace and the Tenant's Work, including by preparing a plan for the systematic control of all workplace hazards, keeping the plan current, maintaining records and monitoring its application;
  - (3) the Tenant must cause:
    - (A) its employees and agents; and
    - (B) all other persons undertaking the Tenant's Work, whether engaged by the Tenant or not,to comply with OHS Law applicable to them;
  - (4) the Landlord will comply, as necessary, with the Tenant's reasonable occupational health and safety requirements in relation to those parts of the Premises where the Tenant's Work is being carried out; and

- (5) on request, the Tenant must certify to the Landlord that:
  - (A) the Tenant has complied with OHS Law concerning the Tenant's Work; and
  - (B) each person undertaking (or who has undertaken) the Tenant's Work has complied with OHS Law applicable to them.
- (c) The Tenant indemnifies the Landlord against all losses suffered or incurred, directly or indirectly, by the Landlord to the extent caused or contributed to by the Tenant's:
  - (1) exercise of authority under clause 10.4(a)(2) to discharge the obligations imposed on a Principal Contractor under OHS Law;
  - (2) breach of OHS Law;
  - (3) failure to comply or delay in complying with an obligation contained in this clause 10.4; or
  - (4) wilful or negligent act or omission,except to the extent that the loss is caused or contributed to by the Landlord's negligent act.

#### **10.5 Tenant to keep clean**

The Tenant must:

- (a) keep the Premises and surrounding areas clean and tidy;
- (b) keep the Premises well illuminated at appropriate times in keeping with the location of the Premises and the nature of the Permitted Use;
- (c) pay the costs for the removal of waste from the Premises; and
- (d) regularly remove all refuse from the Premises and store it in appropriate containers until removal.

#### **10.6 Work health and safety**

The Tenant:

- (a) acknowledges that it is a person conducting a business at the Premises; and
- (b) must comply with the OHS Law.

#### **10.7 Not to interfere with services**

- (a) The Tenant must use the services supplied to or in the Premises only for their intended use.
- (b) The Tenant must not interfere with any of the services that pass through under or over the Premises and must pay the cost of rectifying any damage caused to those services by it.
- (c) If, as a result of the installation of any Tenant's Work, any change is required to the services to the Premises, the Tenant must pay the cost of those changes.

#### **10.8 No dangerous conduct**

The Tenant must not:

- (a) manufacture any dangerous substances on the Premises;
- (b) bring any dangerous substances onto the Premises; or
- (c) do anything which would void the Landlord's insurance or cause the Landlord's premiums to be increased,

but the proper conduct of the Permitted Use by the Tenant is not a breach of this clause.

#### **10.9 Maintenance and repair**

- (a) The Tenant must:
  - (1) maintain, repair and keep the Premises (excluding the tennis court surfaces), including the Landlord's installations, plant, fixtures and fittings, in good and substantial repair, working order and condition. A list of the Landlord's installations, plant, fixtures and fittings with photos evidencing their condition at the Commencement Date is attached to this lease in Annexure B;
  - (2) at its own cost maintain and repair the Tenant's Fixtures;
  - (3) make good any damage caused to the Premises or any adjacent property by the Tenant;
  - (4) give the Landlord prompt written notice of any material damage to the Premises or anything likely to be a risk to the Premises or any person in the Premises; and
  - (5) without limiting the above, perform all maintenance roles and responsibilities attached to this lease in Annexure C.
- (b) The Tenant must:
  - (1) keep current the repair, maintenance, service, pest control and other contracts as the Landlord reasonably requires; and
  - (2) give the Landlord evidence of the performance of those contracts as the Landlord requires.

#### **10.10 Exceptions**

The Tenant's obligations under **clause 10.9** do not extend to:

- (a) structural repairs to the Premises, unless the need for the repair is due to the Tenant's negligence or breach;
- (b) damage caused by act of God, explosion, riot or other similar event (unless the Landlord's insurer avoids indemnity because of the Tenant's act or omission); and
- (c) fair wear and tear.

#### **10.11 Comply with notices**

The Tenant must comply with any notice served on it by the Landlord for the repair of the Premises and in default authorises the Landlord to carry out the work and to recover the cost from the Tenant.

## **10.12 Smoking**

The Tenant must:

- 10.12.1 not permit smoking on the Premises or within 10 metres of the Premises; and
- 10.12.2 display "no smoking" signs in the Premises.

## **10.13 No warranty as to use**

The Landlord gives no warranty as to the use to which the Premises may be put. The Tenant has entered into this lease with full knowledge of, and subject to, any restriction on the use of the Premises.

## **10.14 Environmental Laws**

- (a) The Tenant must, in relation to the Premises:
  - (1) comply with Environmental Laws;
  - (2) do all things necessary to prevent a breach of any Environmental Law; and promptly notify the Landlord of any breach of any Environmental Law and of details of notices received by or proceedings commenced under an Environmental Law:
    - (A) relating to a breach or alleged breach of an Environmental Law; or
    - (B) requiring any works to be carried out in relation to the Premises.
- (b) The Tenant indemnifies the Landlord against any liability or loss which the Landlord may incur directly or indirectly from any breach of any Environmental Laws in respect of the Premises except to the extent that such liability or loss:
  - (1) is or was caused by the Landlord;
  - (2) existed before the Commencement Date; or
  - (3) was caused by an event which occurred before the Commencement Date.

## **10.15 No auction**

The Tenant must not conduct or permit to be conducted on the Premises any auction, bankruptcy or fire sale.

## **11. Tenant's insurance and indemnities**

### **11.1 Required policies**

The Tenant must maintain policies of insurance for:

- (a) public risk covering injury to person or property on the Premises for an amount of not less than \$20,000,000.00 (or such other amount as the Landlord reasonably prescribes) arising out of any one single accident or event; and
- (b) any other policy the Landlord requires.

### **11.2 Requirements**

All insurance policies must:



- (a) be produced to the Landlord annually for inspection on or before the Commencement Date and the anniversary of the Commencement Date
- (b) be placed with a reputable and solvent insurer reasonably approved by the Landlord;
- (c) note the Landlord as an interested party; and
- (d) provide that the policy will not be amended or cancelled without 10 Business Days prior written notice from the insurer to the Landlord.

### **11.3 Indemnity**

The Tenant indemnifies the Landlord against all claims made on the Landlord that relate to the conduct by the Tenant or its use of the Premises and its obligations as identified within this agreement.

- (a) If the Tenant breaches the permitted use covenant and the Landlord suffers any loss as a result, the Tenant indemnifies the Landlord from all loss arising from or incidental to the Tenant's breach.

### **11.4 Release**

- (a) The Tenant occupies and uses the Premises at its own risk and releases the Landlord from any action, demand, cost, liability or loss due to any damage, loss, injury or death occurring in the Premises except to the extent that it is caused by the Landlord's act or negligence.
- (b) The Tenant indemnifies the Landlord against any action, demand, cost, liability or loss due to any damage, loss, injury or death to the extent caused or contributed to by:
  - (1) the Tenant's negligent act or omission;
  - (2) the Tenant's use or occupation of the Premises; or
  - (3) the Tenant's breach of the Lease,except to the extent that it is caused by the Landlord's act or negligence.

### **11.5 Tenant not to prejudice insurance**

The Tenant must not do anything that may:

- (a) lead to a cancellation of the Landlord's insurances;
- (b) result in a claim by the Landlord being refused;
- (c) reduce the amount payable to the Landlord if a claim is accepted; or
- (d) require the Landlord to pay an increased premium.

## **12. Quiet enjoyment**

If the Tenant pays the Rent and Outgoings and performs the conditions of this lease, then subject to any rights of the Landlord, the Tenant may peacefully and quietly enjoy the Premises without any interruption from the Landlord.

## **13. Reservations and other interests**

### **13.1 Reservations**

The Landlord reserves the right to:

- (a) run cables, pipes and other services and utilities through, under or over the Premises;
- (b) (subject to clause 10.4(b)) enter the Premises at all reasonable times and after giving reasonable notice (except in the case of an emergency when no notice is required) to:
  - (1) view the state of repair;
  - (2) carry out installations, repairs, renovations or maintenance to the Premises or its services causing as little inconvenience as possible to the Tenant; and
  - (3) show the Premises to its invitees; and
- (c) grant easements and other rights over or affecting the Premises, and the Tenant must sign any consent or other dealing necessary to effect registration of an instrument which creates or grants such easement or other right.

### **13.2 Superior estate**

The Tenant must permit any person having any estate or interest in the Premises superior to or concurrent with the Landlord to:

- (a) exercise the Landlord's or such other person's powers to enter and view the Premises;
- (b) carry out repairs, renovations, maintenance and other work; and
- (c) exercise or perform their lawful rights or obligations.

### **13.3 Environmental Initiatives**

The Landlord may, at any time, implement any Environmental Initiatives in the Premises. If access to the Premises is required to implement the Environmental Initiatives, the Landlord may, on giving the Tenant not less than 2 Business Days' notice, enter the Premises and implement the Environmental Initiatives.

## **14. Damage to Premises and abatement**

### **14.1 Rent abatement if Premises unusable**

If the Premises are damaged so that they cannot be used, the Tenant is not liable to pay Rent or other money to the Landlord for the period that the Premises cannot be used. This does not affect the Tenant's obligation to pay arrears or other debts owing before the damage.

### **14.2 Rent abatement if Premises useable**

If the Premises are still useable but the Tenant's ability to operate from the Premises is diminished due to the damage, the Tenant's liability to pay Rent and Outgoings may be reduced in proportion to the reduction in usability caused by the damage.

### **14.3 Landlord's right to terminate**

If the Landlord gives the Tenant a notice that the Landlord considers that repairing the damage is impracticable or undesirable, then the Landlord may terminate this lease by giving at least 5 Business Days' notice to the Tenant and no compensation is payable for that termination.

#### **14.4 Tenant's right to terminate**

If the Landlord does not commence repairing any damage that has impeded the Tenant's ability to use the Premises within 6 months after the Tenant gives the Landlord a notice asking it to do so, the Tenant may terminate this lease by giving 5 Business Days' notice to the Landlord.

#### **14.5 Limitation on Tenant's rights**

The Tenant is not entitled to an abatement or to terminate the lease under this clause if:

- (a) the damage is caused or contributed to by the Tenant; or
- (b) because of the act, negligence or default of the Tenant, rights under an insurance policy in connection with the Premises are prejudiced or a policy is cancelled or payment of a premium or a claim is refused.

#### **14.6 No obligation to reinstate**

This clause 14 does not oblige the Landlord to reinstate the Premises.

#### **14.7 Dispute**

A dispute arising under this clause as to a reduction in Rent or the Outgoings must be determined by a valuer who:

- (a) is appointed by the President of the Australian Property Institute (Victorian Division);
- (b) is experienced in assessing premises of the nature of the Premises; and
- (c) acts as an expert not as an arbitrator.

The valuer's costs must be borne equally by the Landlord and Tenant. Either the Landlord or the Tenant may pay all the costs of the valuer and recover half of those costs from the other.

#### **14.8 Abatement for other non-use causes**

- (a) If the Premises cannot be used because the Tenant is directed or otherwise legally compelled to refrain from using the Premises or a part of the Premises by a government or regulatory body, the provisions of clauses 14.1 to 14.7 will apply as if a reference in those clauses to 'damage' was read to refer to the relevant direction or compulsion.
- (b) If the period of non-use continues for more than three months, the Term will be automatically extended by the number of months comprised in the period of non-use (rounded up to the nearest month).
- (c) If the period of non-use continues for more than twelve months, either party may terminate this lease by written notice to the other party.

### **15. Dealing with the Premises**

#### **15.1 Consent to Dealing**

- (a) The Tenant must obtain the Landlord's written consent to any Dealing, prior to entering into any such arrangement.
- (b) The Tenant must, prior to applying for Council's consent for an assignment of this Lease, give written notice to Council offering to assign this Lease to Council, or its nominee on the same terms as the proposed assignment.

## 15.2 Requirements for consent

The Landlord may withhold consent to a Dealing if:

- (a) the request for consent is not in writing; or
- (b) its reasonable requirements to enable the consent including any requirements specified in this lease are not complied with; or
- (c) the Tenant is in default under this lease.

## 15.3 Transfer

If a Dealing is a transfer of this lease:

- (a) neither the Tenant nor the Guarantor are released from their obligations to the Landlord;
- (b) the Tenant must:
  - (1) provide the Landlord with any information the Landlord reasonably requires about the identity, financial standing and business experience of the transferee;
  - (2) satisfy the Landlord that the transferee has financial resources or business experience at least comparable to that of the Tenant;
  - (3) if the transfer involves the sale of a business operated from the Premises, provide the Landlord with a copy of the contract for the sale of the business, list of goods, chattels, plant and equipment to be sold to the transferee;
  - (4) obtain for the Landlord any personal guarantees and indemnities of the transferee that the Landlord requires; and
- (c) the Landlord may withhold consent if:
  - (1) the transferee proposes to change the Permitted Use;
  - (2) the transferee is not, in the reasonable opinion of the Landlord, respectable, responsible and solvent;
  - (3) the transferee is not a not-for-profit community organisation registered under the *Associations Incorporation Reform Act 2012* with a presence currently within the City of Monash;
  - (4) the transferee does not provide the security specified in **Item 13**; or
  - (5) the Landlord reasonably believes the transferee is a security risk.

## 15.4 Sublease

- (a) If a Dealing is a sublease of the whole or any part of the Premises:
  - (1) the Tenant acknowledges that any act or omission of a subtenant under a sublease is an act or omission of the Tenant under this lease;
  - (2) the Tenant must:
    - (A) prior to entering into any sublease of the whole or any part of the Premises provide the Landlord with a copy of the

- proposed sublease document; and
  - (B) provide the Landlord with any information the Landlord reasonably requires about the identity, financial standing and business experience of the subtenant; and
  - (C) obtain for the Landlord any personal guarantees and indemnities from the subtenant that the Landlord reasonably requires; and
- (3) the Landlord may withhold consent if:
- (A) the proposed sublease is, in the Landlord's opinion, inadequate, contradictory to, or grants rights not provided under this lease; or
  - (B) the subtenant is not, in the opinion of the Landlord, respectable, responsible and solvent;
  - (C) the subtenant is not a not-for-profit community organisation registered under the *Associations Incorporation Reform Act 2012* with a presence currently within the City of Monash; or
  - (D) the Landlord believes the subtenant is a security risk.
- (b) If a Dealing is a sublease of part of the Premises:
- (1) the Tenant acknowledges that any act or omission of a subtenant under a sublease is an act or omission of the Tenant under this lease; and
  - (2) the Landlord may withhold consent if the Landlord believes the subtenant is a security risk.

### **15.5 Mortgage or encumbrance**

If a Dealing is a mortgage or encumbrance of the Tenant's interest in this lease, the Landlord may withhold consent in its absolute discretion.

### **15.6 Formalities**

- (a) The Landlord may attach reasonable conditions to the granting of consent to a Dealing, including requiring:
  - (1) provision of all documents relevant to and/or forming part of the Dealing. If any document is inadequate, contradictory to, or grants rights not provided under this lease, the Landlord may withhold its consent;
  - (2) the parties to the Dealing to execute a deed with the Landlord on terms required by the Landlord, including to comply with the terms of this lease;
  - (3) additional amounts for the cash security deposit or an additional amount for the bank guarantee; and
  - (4) the Tenant to pay (or reimburse the Landlord) all of the Landlord's costs of considering the Tenant's request for consent.
- (b) The Tenant must fully satisfy any conditions attaching to the Landlord's consent and finalise any formalities before a Dealing takes effect.

## **15.7 Change to directors or shareholders**

If the Tenant is a corporation that is not a listed corporation or a subsidiary of a listed corporation (as defined in section 9 of the *Corporations Act 2001* (Cth)), a substantial change in its directors or shareholders is deemed to constitute a Dealing with this lease. The reasonable opinion of the Landlord as to a substantial change is conclusive.

## **16. Default**

### **16.1 Events of default**

If the Tenant:

- (a) fails to pay Rent, the Outgoings or other money by the due date, and fails to make payment within 14 days of receiving notice from the Landlord requiring it to do so; or
- (b) breaches any other obligation under this lease or fails to perform any required act and the breach or failure, if capable of remedy, is not remedied within a reasonable time specified by the Landlord
- (c) is Insolvent;
- (d) is the trustee of a trust and amends its trust deed without the consent of the Landlord;
- (e) repudiates its obligations under this lease; or
- (f) breaches an essential term referred to in **clause 16.3**,

the Landlord is entitled to take the action referred to in **clause 16.2**.

### **16.2 Consequences of default**

If **clause 16.1** applies the Landlord may:

- (a) terminate this lease by re-entry, by notice or by any other action available to it;
- (b) by notice to the Tenant convert the Term into a monthly tenancy as if the Tenant was holding over at the end of the Term at the monthly Rent current on receipt of the notice;
- (c) take any action it considers necessary or desirable in order to give effect to its rights under this lease;
- (d) in the case of clause 16.1 (f) elect to treat the conduct or failure to perform as a repudiation of this lease by the Tenant;
- (e) recover from the Tenant an amount equal to the damages or loss it sustains; and
- (f) apply any cash security deposit or Bank Guarantee in reduction of its loss or damage.

### **16.3 Essential terms**

The following clauses are essential terms of this lease:

- (a) 4 – Rent;
- (b) 9 – Outgoings;

- (c) 10 – Use and care of the Premises;
- (d) 11 – Tenant's insurance and indemnities;
- (e) 15 – Dealing with the Premises; and
- (f) 27 & Schedule Item 17 – Special Conditions.

#### **16.4 Costs on default**

The Tenant must pay on demand all costs incurred by the Landlord due to default by the Tenant or in enforcing its rights under this clause including legal costs on a solicitor and own client basis.

#### **16.5 Rent payable for entire Term**

If the Landlord re-enters the Premises or terminates this lease or accepts a repudiation, the Landlord (in addition to any other of its rights and remedies) is entitled to recover as damages the Rent, Outgoings and other money it would have been entitled to receive for the balance of the Term had the re-entry, termination or acceptance of repudiation not occurred. The Landlord is also entitled to recover its costs in re-letting or attempting to re-let the Premises, subject to its obligation to mitigate.

#### **16.6 Conversion to monthly tenancy**

If the Landlord converts the Term of the lease to a monthly tenancy under **clause 16.2(b)** which is subsequently terminated, the Landlord is entitled to recover damages from the Tenant for the unexpired portion of the Term as if the conversion had not occurred.

#### **16.7 No waiver**

Acceptance by the Landlord of arrears of Rent or other money or of any breach of this lease by the Tenant does not constitute a waiver of the Landlord's rights.

#### **16.8 Interest on overdue payments**

If the Tenant fails to pay any money by the due date the Tenant must pay interest calculated on a daily basis from the due date until the date of payment at the rate of interest which is 2% more than the amount prescribed by the *Penalty Interest Rates Act* 1983 from time to time. The Landlord may capitalise interest on daily rests.

#### **16.9 Appointment of power of attorney**

- (a) The Tenant irrevocably appoints the Landlord and, if the Landlord is a company, each of the Landlord's directors to be its attorney.
- (b) The attorney is only empowered after the Lease has ended to:
  - (1) execute and, if necessary, register:
    - (A) a surrender evidencing the end of this lease;
    - (B) a withdrawal of any caveat lodged by the Tenant affecting any part of the land on which the Premises are located; and
    - (C) a transfer or surrender of any licence attached to the Premises;
  - (2) execute the documents needed to effect those dealings;
  - (3) register those dealings; and

- (4) do all things that the Tenant is required to do under this lease.

## **17. Personal Property Securities Act**

### **17.1 Definitions in PPSA**

Expressions used in this clause that are defined in the *Personal Properties Securities Act 2009* (Cth) ("**PPSA**") have the meanings given to them in the PPSA.

### **17.2 Landlord financing statement**

The Landlord may, at any time, register a financing statement for any security interest arising out of or evidenced by this lease over any or all of:

- (a) the Landlord's installations;
- (b) any security deposit provided by the Tenant; and
- (c) Tenant's installations, Tenant's Fixtures and other Tenant's property left on the Premises at the end of this lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement.

The Tenant waives the right to receive notice under section 157(1) of the PPSA.

### **17.3 Financing change statement**

When this lease:

- (a) ends and the Tenant has vacated the Premises and performed all of its obligations under it; or
- (b) is transferred,

the Landlord must register a financing change statement with respect to any security interest for which the Landlord has registered a financing statement other than those to which **clause 17.2(c)** relates.

### **17.4 Tenant's obligations**

- (a) The Tenant must notify the Landlord on and before the Commencement Date if the Tenant's Fixtures or any other property of the Tenant in the Premises is subject to a security interest.
- (b) The Tenant must sign any documents and do anything necessary to enable the Landlord to register the statements referred to in **clause 17.3** and to enforce its rights and perform its obligations under this clause and the PPSA.
- (c) In particular, if the Tenant is a natural person, the Tenant must provide the Landlord with the Tenant's date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the Landlord) to confirm the Tenant's date of birth. The Landlord must keep the Tenant's date of birth and any evidence provided to confirm it secure and confidential.

### **17.5 Financing statement in favour of Landlord**

The Tenant must not register, or permit to be registered, a financing statement in favour of any person other than the Landlord, for any security deposit provided by the Tenant or any of the Landlord's installations.



**17.6 Landlord's costs**

The Tenant must pay the Landlord's reasonable expenses and legal costs in respect of anything done or attempted by the Landlord in the exercise of its rights or performance of its obligations under this clause or the PPSA.

**17.7 No disclosure**

In accordance with section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).

**17.8 Notices**

Subject to any requirement to the contrary in the PPSA, notices under this clause or the PPSA must be served in accordance with **clause 20** of this lease.

**17.9 Tenant indemnity**

The Tenant indemnifies the Landlord against all claims, damages or loss incurred by the Landlord as a consequence of any breach by the Tenant of this **clause 17**.

**18. Costs**

The Tenant must pay:

- (a) the Landlord's reasonable legal, administrative and other costs, charges and expenses of:
  - (1) obtaining the consent of any mortgagee of the Premises;
  - (2) an application for the Landlord's consent to change this lease, whether or not that change occurs; and
  - (3) any Dealing;
  - (4) the Landlord re-entering or attempting to re-enter the Premises; and
  - (5) any action taken by the Landlord as a result of a breach of this lease by the Tenant, including a request for legal advice;
- (b) the cost of complying with any obligations imposed on the Tenant under this lease;
- (c) any stamp duty, registration or other fees payable on this lease.
- (d) any other reasonable costs incurred by the Landlord in considering or acting on a request by the Tenant.

For the avoidance of doubt, each party must pay its own costs in relation to the preparation, negotiation and execution of this Lease.

**19. Termination and make good**

**19.1 Make good**

- (a) The Tenant must, before the last day of the Term or the earlier ending of this lease:
  - (1) remove all of its property, stock, plant, equipment, signage, and Tenant's Fixtures from the Premises and repair all damage caused by that removal; and

- (2) remove any alterations or additions made by anyone other than the Landlord after the earlier of the Commencement Date and the date the Tenant first commenced occupation of the Premises and repair all damage caused by that removal.

- (b) If the Tenant does not comply with **clause 19.1(a)**, the Landlord may carry out the Tenant's obligations and recover the cost from the Tenant.

## **19.2 Return keys**

The Tenant must at the end of this lease return all keys and security devices to the Landlord or as it directs.

## **19.3 Disposal of Tenant's property**

If, following the termination of this lease, any of the Tenant's Fixtures, stock or other property are left at the Premises the Landlord may deal with the Tenant's Fixtures, stock or other property as it thinks fit as if it was the Landlord's own property, without being liable to the Tenant in tort. The Tenant indemnifies the Landlord against all costs incurred and damages sustained by the Landlord due to its reasonable actions under this clause.

## **20. Notices**

### **20.1 Form**

A Notice must be in writing.

### **20.2 Execution**

A Notice given by the Landlord may be executed by the Landlord or the Landlord's lawyers.

### **20.3 Delivery**

- (a) A Notice may be delivered to the recipient's address;
- (b) posted to the recipient's address; or
- (c) emailed to the recipient's email address,

as set out in **clause 20.4**.

### **20.4 Address**

Details of the parties' nominated addresses for services of Notices are set out below:

- (a) Landlord Monash City Council  
Address: 293 Springvale Road Glen Waverley  
Email: mail@monash.vic.gov.au  
Attention: Manager Active Monash
- (b) Tenant Oakleigh Tennis Club Inc  
Address: 6 Botanic Drive Glen Waverley  
Email: otc123@optusnet.com.au  
Attention: The President

## **20.5 Service**

- (a) Service of a Notice is deemed to have occurred:
  - (1) if delivered, at the time it is delivered;
  - (2) if posted, on the 4th Business Day after posting;
  - (3) if sent by email, the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000 (Vic)*.
- (b) A Notice served after 5:00pm on a Business Day is deemed to have been served on the next Business Day.

## **20.6 Address for service**

A party may change its address for service to another address in Australia by giving a Notice to all other parties.

## **21. Security**

### **21.1 Provision of security**

As security for the performance of its obligations under this lease the Tenant must give to the Landlord either a Bank Guarantee or a cash security deposit for the amount specified in **Item 13** of the Schedule.

### **21.2 Bank Guarantee**

If the security is a Bank Guarantee:

- (a) it must be issued by a Bank on terms reasonably satisfactory to the Landlord;
- (b) it must be unconditional and not have an expiry date;
- (c) if the Landlord believes that the Tenant has defaulted under this lease, the Landlord may demand payment under the Bank Guarantee for the amount necessary to remedy the default and to indemnify the Landlord for all loss it sustains as a consequence of the default;
- (d) if the Landlord calls up any money under the Bank Guarantee, the Tenant must within 10 Business Days of notice from the Landlord of the amount called up forward to the Landlord a Bank Guarantee in identical terms to the Bank Guarantee which was called up;
- (e) if ownership of the Premises is transferred, the Tenant must, if required, procure the issue of a replacement Bank Guarantee in favour of the new owner (or its nominee) in return for the original Bank Guarantee; and
- (f) the Landlord must, on expiry or termination of this lease, return the bank guarantee to the Tenant, provided:
  - (1) the Tenant has complied with all of its obligations under this lease; and
  - (2) the bank guarantee has not been called up by the Landlord.

### **21.3 Cash Security Deposit**

If the security is a cash security deposit:

- (a) the Landlord may invest the cash security deposit in which case the Tenant must provide its tax file number to the Landlord;
- (b) if the Landlord believes that the Tenant has defaulted under this lease the Landlord may draw on the cash security deposit as is necessary to remedy the default and to indemnify the Landlord for all loss it sustains as a consequence of the default; and
- (c) if part of the cash security deposit is applied the Tenant must within 5 Business Days of receipt of notice from the Landlord specifying in reasonable detail the amount received, lodge further money with the Landlord to make up the cash security deposit to the original amount.

#### **21.4 Increase**

The Landlord may require the Tenant to increase the amount of the Bank Guarantee or cash security deposit (as the case may be) by the corresponding percentage increase in the Rent on each anniversary of the Commencement Date.

#### **21.5 Guarantees to remain current**

If this lease is supported by guarantees (whether in addition to or instead of the security referred to above) then it is a condition of this lease that such guarantees remain current and effectual for the whole of the Term.

### **22. Other Obligations Concerning the Premises**

#### **22.1 Compliance with Laws**

The Tenant must comply with all Laws and any requirements of any authority in connection with the Premises, the Permitted Use and the Tenant's use and occupation of the Premises, except the Tenant will not be required to carry out any structural works unless the need for such works arises from:

- (a) the negligent act or omission of the Tenant;
- (b) the failure by the Tenant to comply with its obligations under this lease; or
- (c) the Tenant's use of the Premises.

#### **22.2 Licences and Permits**

The Tenant must maintain all licences and permits required for the Permitted Use and the Tenant's use of the Premises and obtain the prior written consent of the Landlord before varying any licence or permit or applying for any new licence or permit.

#### **22.3 Nuisance**

The Tenant must not do or permit to be done anything in connection with the Premises which may:

- (a) cause a nuisance or interfere with any other person; or
- (b) be dangerous or offensive in the Landlord's reasonable opinion.

#### **22.4 Security**

The Tenant must:

- (a) keep the Premises secure at all times; and
- (b) provide the Landlord with a copy of the keys, access cards and security codes for the Premises.

## **22.5 Heavy Objects and Inflammable Substances**

The Tenant must not:

- (a) store any heavy objects in the Premises or anything likely to damage the Premises; or
- (b) store any inflammable or explosive substances in the Premises unless required for the Permitted Use. In the event that any such items are stored in or on the Premises, the storage must comply with all relevant Laws, regulations and requirements.

## **22.6 Endanger Premises**

The Tenant must not do or permit anything to be done in connection with the Premises which in the opinion of the Landlord may endanger the Premises or be a risk to any person or property.

## **22.7 Tenant's Employees**

The Tenant must use all reasonable endeavours to ensure that the Tenant's employees, agents, contractors and invitees observe and comply with the Tenant's obligations under this lease, where appropriate. The Tenant will be responsible for any breach of this lease by an employee, agent, contractor or invitee as if the breach was committed by the Tenant.

## **22.8 Incorporation**

Where applicable, the Tenant must comply with the provisions of the *Associations Incorporation Reform Act 2012* and its Regulations and the Tenant's statement of purposes and rules.

## **22.9 Rectifying Pollution or Contamination**

The Tenant must not cause any pollution or contamination of any nature on or from the Premises and if this does occur, the Tenant must, at its cost, immediately cease the activity causing it and rectify or clean up the pollution or contamination.

## **23. Guarantee and indemnity**

Deleted

## **24. Tenant as trustee**

Deleted

## **25. Further Term**

### **25.1 Application of clause**

This clause does not apply if:

- (a) there is no Further Term; or

- (b) the Tenant has failed to comply with the requirements of any relevant Council Policy.

## **25.2 Grant**

The Landlord grants the Tenant an option to renew this lease for the Further Term. The Landlord is not obliged to renew this lease for the Further Term if:

- (a) the Tenant has persistently committed breaches of this lease;
- (b) there are Rent or Outgoings overdue for payment at the time the Tenant exercises the option to renew the lease for the Further Term; or
- (c) at the time of delivery of the Tenant's notice under **clause 25.3** or at the end of the Term, there is an unremedied breach of the lease,

of which the Landlord has given notice.

## **25.3 Exercise**

The option must be exercised by written notice from the Tenant and received by the Landlord between 6 months and 3 months before the last day of the Term. The last date to exercise the option is specified in **Item 16**.

## **25.4 Rent for the first year of the Further Term**

Deleted.

## **25.5 Alterations to option lease**

The lease for the Further Term will be identical to this lease except that:

- (a) **Item 15** is amended to "Nil";
- (b) **Item 16** is amended to "Nil" and
- (c) **Items 5, 6, 7, 8** are amended as appropriate.

## **26. Use of the Premises during a Declared Emergency**

The Landlord may co-opt the Premises during an Emergency if they are deemed suitable for use for emergency management purposes as may be required including as a public shelter, emergency management control or communications centre, depot, or any other use deemed appropriate. If co-opting is enacted by the Landlord then the Rent will be reduced in proportion to the reduction in usability caused by the co-opting as agreed between the Landlord and the Tenant acting reasonably together with the reimbursement of any reasonable relocation costs incurred by the Tenant in the event the Tenant is required to relocate as a result of the Emergency.

## **27. Special Conditions**

Any special conditions set out in **Item 17** bind the parties and, if inconsistent with any other provision of this lease, override them.

## **28. Dispute Resolution**

### **28.1 Notice of Dispute**

Either party may give the other party a notice requiring a dispute arising out of or relating to:

- (a) this lease or the breach, termination, validity or subject matter thereof (other than Rent or Outgoings); or
  - (b) any related claim in restitution or at law, in equity or under any statute,
- to be determined under this clause.

## **28.2 Process**

If a notice is served upon a party under clause 28.1, the parties agree to:

- (a) arrange for authorised representatives of the parties to meet and seek to resolve the dispute in good faith;
- (b) if the parties are unable to settle the dispute on their own, endeavour in good faith to settle the dispute by mediation administered by the Australian Disputes Centre ("**ADC**"); and
- (c) if the mediation is unsuccessful, to submit the dispute to arbitration administered by ADC.

## **28.3 Mediation**

The mediation must be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the dispute is referred to ADC. The Guidelines are incorporated into this lease.

## **28.4 Arbitration**

If the dispute has not settled within 28 days after the appointment of the mediator, or such further period as agreed to in writing by the parties, the dispute must be submitted to arbitration in Melbourne administered by ADC in accordance with the ADC Rules for Domestic Arbitration operating at the time the dispute is referred to arbitration. The Rules are incorporated into this lease.

## **28.5 Mediator and arbitrator not to be same person**

The arbitrator must not be the same person as the mediator.

## **28.6 Costs**

The Landlord and Tenant must pay their own costs in connection with the dispute.

## **28.7 No merger**

This clause survives termination of this lease.

## **29. Entire Agreement**

This lease replaces all previous agreements about its subject matter and constitutes the entire agreement between the parties.

## Schedule

**Item 1 Landlord**

Monash City Council ABN 23 118 071 457  
of 293 Springvale Road, Glen Waverley VIC 3150

**Item 2 Tenant**

Oakleigh Tennis Club Inc.  
Registration No.A0012347X  
ABN 62 983 228 103  
6 Botanic Drive Glen Waverley Vic 3150

**Item 3 Trust**

Not applicable.

**Item 4 Premises**

The 8 tennis courts, storage, Book'a'Court System and lighting box located at 85 Atkinson Street, Oakleigh VIC 3166 being part of the land contained in Certificates of Title Volume 7024 Folio 666 and 667, Volume 11844 Folio 974, Volume 6819 Folio 753 and Volume 7095 Folio 7855 and shown on the plan outlined in green and attached to this lease in Annexure A.

**Item 5 Commencement Date**

1 May 2021

**Item 6 Termination Date**

The day before twelve (12) years after the Commencement Date

**Item 7 Term**  
(Clause 3.1)

Twelve (12) years, commencing on the Commencement Date and ending on the Termination Date

**Item 8 Rent**  
(Clause 4.1)

\$1022.00 per annum including GST

The Rent will be adjusted annually on the 1<sup>st</sup> July in accordance with the Council's Annual Adopted Budget,

**Item 9 Market Rent Review Dates**  
(Clause 5)

Nil

**Item 10 Fixed Rental Increase Dates**  
(Clause 6)

Nil

**Item 11 CPI Review Dates**  
(Clause 7)



Nil

**Item 12 Permitted Use**  
(Clause 10.1)

Tennis club, storage and associated activities.

**Item 13 Amount of cash security deposit or Bank Guarantee**  
(Clause 21)

Not Applicable

**Item 14 Guarantor**  
(Clause 23)

Not applicable.

**Item 15 Further Term**  
(Clause 25)

One (1) further term of ten (10) years.

**Item 16 Last Date to Exercise Further Term**

The day before three months before the Termination Date.

**Item 17 Special Conditions**

**1.1 Definitions**

In the following Special Conditions:

**"Schedule of Fees and Charges"** means the Landlord's Schedule of Fees and Charges as amended from time to time, a copy of which can be found at <https://www.monash.vic.gov.au/files/assets/public/about-us/council/publications/city-of-monash-adopted-budget-2019-20.pdf>

**"Approach to Gambling Policy"** means the Landlord's Approach to Gambling Policy as amended from time to time a copy of which is attached to this lease in Annexure F.

**"Child Safe Standards"** means the Department of Health and Human Service's Child Safe Standards as amended from time to time a copy of which is attached to this lease in Annexure E.

**"Fair Play Code"** means Sport and Recreation Victoria's Fair Play Code as amended from time to time a copy of which is attached to this lease in Annexure D.

**"Condition Auditor"** means Tennis Victoria's Technical Advisory Service or such other body with comparable industry experience and expertise as agreed between the parties.

**"Facility Audit"** means a report of the condition of the tennis court surfaces at the Premises including an assessment as to the remaining life of the tennis court surfaces and any works required to maintain or extend the life of the surface as determined by the Condition Auditor.

**"Licence or Permit"** means any licence or permit under the *Liquor Control Reform Act* 1998 (Vic).

**"Permitted Hours of Use"** further detailed in **special condition 1.4** means -

- (1) Courts 1 to 6: All year round usage from 7:00am – 11:00pm or at the completion of competition play.
- (2) Courts 7 & 8: All year round usage from 7:00am, but court lighting may only be used until 9:00pm for all non-competition play, or at the completion of competition play if no other courts are available, to minimise the impact on residential amenity.

**“Practical Completion”** means the date upon which the Project has been completed (with the exception of minor items) and a Certificate of Practical Completion has been issued by Monash’s project manager certifying that the Project is substantially completed, a copy of which is attached to this lease in Annexure H.

**“Sinking Fund”** means the annual allocation of funds towards the ongoing and capital maintenance and resurfacing of a portion or the whole of the tennis courts, for the life of the tennis courts whilst located at 85 Atkinson Street Oakleigh.

**“Sinking Fund Fee”** means \$5,000.00 plus GST per annum amended annually in accordance with **special condition 1.8**.

**“Third Party”** means any individual, partnership, corporation or other entity that is not Oakleigh Tennis Club Inc.

**“Warranty Expiration Date”** means the third anniversary of the date of Practical Completion.

## 1.2 Reporting Requirements

The Tenant must make available upon request:

- (a) the minutes from the Tenant's annual general meeting; and
- (b) a copy of the financial report including a statement of assets and liabilities and profit and loss statement for the Tenant for the most recent financial year within 30 days following the Tenant's annual general meeting;
- (c) club membership data, inclusive of gender, age and post codes, or authorization to the relevant manager of the membership database (i.e. Tennis Australia/Tennis Victoria) to make such information available to the Landlord, subject to compliance with relevant privacy laws;
- (d) a copy of the Tenant's emergency management plan; and
- (e) The Tenant must provide proof of payment into the Sinking Fund and evidence of the total balance of the Sinking Fund upon request from the Landlord.

## 1.3 Tenant's Further Obligations

The Tenant must:

- (a) comply with the Fair Play Code and Child Safe Standards;
- (b) comply with the Approach to Gambling Policy and any other Council Policy;
- (c) once each year during the Term the Tenant must provide all information necessary for a club health check in the form or thereabouts as provided by SportAus – Game Plan or Tennis Victoria equivalent and upon request share the results including financial and participation data with the Landlord;
- (d) maintain their incorporation status with Consumer Affairs Victoria and affiliation with Tennis Victoria;

- (e) operate in accordance with Tennis Victoria's best practice governance guidelines for club committees;
- (f) not undertake any activity or permit anything to be done which may cause it lose any income tax exemption under the *Income Tax Assessment Act 1997* (Cth);
- (g) comply with all Council Policies, as amended and notified to the Tenant in writing from time to time;
- (h) not amend its rules of incorporation or its constitution in such a way which may affect the Tenant's status as a not-for-profit sporting club without the prior consent of the Landlord. The Landlord retains the right to grant or refuse consent under this **special condition 1.3(h)** in its absolute discretion; and
- (i) recognise the Landlord's contribution to the Premises and to the Tenant on the Tenant's website and all associated marketing material.

#### **1.4 Permitted Hours**

- (a) The Tenant may only use the Premises during the Term for the Permitted Hours of Use or hours of use as the Landlord and the Tenant agree in writing from time to time.
- (b) If an official competition match is held on the tennis courts and a match is still in play at the end of the Permitted Hours of Use, the Tenant will be permitted to remain on the court where the match is being held until the end of play of that match but no further new matches may be commenced.
- (c) During competition play, if it is expected or can be reasonably foreseen that a match or matches may exceed the Permitted Hours of Use for Courts 7 and 8, the Tenant must where practicable have the matches held on courts 1-6 where the permitted use is until 11pm to minimize the impact on residential amenity.
- (d) The days and hours of use must comply with and be consistent with any EPA Guidelines relating to noise levels. The Permitted Hours of Use must be amended from time to time as necessary to comply with this special condition.

#### **1.5 Court Maintenance**

- (a) From the date of Practical Completion for the following three years the Landlord must repair and maintain the tennis court surfaces in the Premises at its own cost in accordance with the schedule of maintenance responsibilities and manufacturers guidelines attached to this lease in Annexure G until the Warranty Expiration Date, unless the repair or maintenance is required as a result of deliberate or negligent action of the Tenant.
- (b) From the commencement date of the fourth year after the date of Practical Completion, or if required as a result of deliberate or negligent action of the Tenant, the Tenant must repair and maintain the tennis court surfaces in the Premises at its own cost and in accordance with the schedule of maintenance responsibilities and manufacturers guidelines attached to this lease in Annexure G.

#### **1.6 Annual Rent Review**

- (a) The Tenant acknowledges that the Rent is to be adjusted during the Term in accordance with the Landlord's Schedule of Fees and Charges which is reviewed annually as a part of the Landlord's annual budget with effect from

the following 1 July.

- (b) The Landlord must provide the Tenant with a copy of the updated Schedule of Fees and Charges within 60 days of the Landlord resolving the next financial year's budget during the Term.

### 1.7 Facility Audit

- (a) At any time after the Warranty Expiration Date, either party may obtain a Facility Audit from a Condition Auditor.
- (b) The party obtaining a Facility Audit must pay all costs associated with the Facility Audit.
- (c) The party obtaining a Facility Audit must serve written notice on the other party within 10 Business Days of the Condition Auditor attending the Premises.
- (d) Once the party who obtained the Facility Audit receives the report from the Condition Auditor, it must provide it to the other party within 10 Business Days of receipt.
- (e) A Facility Audit must be obtained at least once during every three year period from the Warranty Expiration Date during the Term. If a Facility Audit is not obtained by either party under **special condition 1.7(a)** during any three year period, the Landlord must obtain a Facility Audit on the expiration of that three year period.
- (f) The Landlord must obtain a Facility Audit twelve (12) months before the end of the Term.
- (g) After receipt of a Facility Audit, the Landlord will arrange for the resurfacing of the tennis court surfaces in the Premises if and as required under the Facility Audit, unless the parties otherwise agree.

### 1.8 Sinking Fund

- (a) The Tenant must set up a sinking fund to pay for the ongoing and capital maintenance and resurfacing of a portion or the whole of the tennis court surfaces in the Premises under **special condition 1.7(g)**.
- (b) The Sinking Fund annual amount and the amount in the Sinking Fund should be reviewed every three years at the anniversary of the commencement date by both parties after receipt of a Facility Audit prepared in accordance with **special condition 1.7** to ensure that the amount is appropriate and reflective of the cost of future works. The Sinking Fund annual amount can then be amended to reflect the cost of future works and to provide for any anticipated shortfall.
- (c) If any resurfacing of the Tennis Court Surfaces is required after a Facility Audit as a result of deliberate or negligent action by the Tenant, the Tenant must pay for the resurfacing at its own cost and may not access the sinking fund.
- (d) The Landlord must forward to the Tenant all invoices for works under **special condition 1.7(g)** as soon as possible after receipt and, unless **special condition 1.8(b)** applies, the Tenant must pay all invoices from the sinking fund within 10 Business Days or otherwise when due, whichever comes first.
- (e) The Tenant must pay the Sinking Fund Fee into the sinking fund by the 30<sup>th</sup> June annually. The Sinking Fund Fee will increase annually on the anniversary of the Commencement Date by CPI in accordance with **clause 7** or amended in accordance with **special condition 1.8 (b)**.

- (f) The Tenant must satisfy the Landlord that the Tenant has allocated sufficient funds for the payment of the Sinking Fund Fee in its annual budget in the annual financial report provided to the Landlord under **special condition 1.2(c)**.
- (g) Unless the tennis court surfaces in the Premises have been resurfaced under **clause 1.7(g)** within the preceding year, at the end of this lease the Tenant may apply the remaining amount in the sinking fund towards the ongoing and capital maintenance and resurfacing of a portion or the whole of the tennis court surfaces in the Premises subject to a Facility Audit and any subsequent works to be arranged by the Landlord. If the remaining funds in the sinking fund are not sufficient to cover the costs of the resurfacing, the shortfall will be paid by the Tenant.
- (h) If the lease is renewed in accordance with Item 15, the surplus funds remaining in the Sinking Fund after paying the costs of resurfacing must remain in the Sinking Fund for future ongoing and capital maintenance and resurfacing of a portion or the whole tennis court surface.

#### **1.9 Annual review of terms**

- (a) During the Term, the parties agree to annually consider the terms and conditions of this lease to ensure both parties are complying with their obligations.
- (b) The parties must meet at least once during each year of the Term, at a time and location agreed between the parties and acting in good faith, to consider and mutually agree on any proposed variations to this lease.
- (c) Any variation to this lease must be agreed by both parties and documented by a deed of variation of lease signed by both parties.

#### **1.10 Booking System**

- (a) The Tenant must administer and manage community and group bookings for the Premises via Tennis Australia's Book-A-Court on-line booking system.
- (b) The Tenant's members are required to book court access via the Book-A-Court on-line booking system to ensure all club-related court bookings are detailed in the Book-A-Court on-line booking system.
- (c) The Tenant will be entitled to and will receive all income associated with community and group bookings for the Premises via the Book-A-Court on-line booking system

#### **1.11 Signage**

- (a) Subject to **clause 10.3**, the Tenant must erect a sign on the external perimeter of the Premises facing outwards from the Premises clearly visible to the public which:
  - (1) clearly states the name of the Tenant and the activities conducted at the Premises; and
  - (2) invite the public to become members.
- (b) In addition to the requirements of **clause 10.3**, any promotional signage displayed at the Premises must not breach any Council Policy and must face inwards to the Premises.

#### **1.12 Membership**

The Tenant must permit all members of the public to become members of the Tenant upon satisfaction of the Tenant's reasonable requirements for membership.

**1.13 Liquor and Gambling**

The Tenant must not hold or apply for any liquor licence or gambling licence for the Premises.

# Execution Page

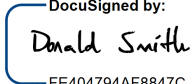
Executed as a Lease on


202

SIGNED by and on behalf, and with the authority, of the **Monash City Council** by Dr Andi Diamond, Chief Executive Officer in the exercise of a power conferred by an Instrument of Delegation dated 25 August 2020: )  
 )  
 ) .....  
 )  
 )  
 )

\_\_\_\_\_  
 Witness

**Executed by Oakleigh Tennis Club Inc.**  
**(Registration No. A0012347X)** in accordance with Section 38 of the Associations Incorporation Reform Act 2012 (Vic):

DocuSigned by:  
  
 Signature: ..... FE404794AF8847C... Committee Member  
 Print Name: Donald Smith

DocuSigned by:  
  
 Signature: ..... E965B94457D045A... Committee Member/Public Officer of the Association  
 Print Name: Peter Splatt

# Annexure A - Premises Plan





## Annexure B – Landlord’s Fixtures Condition Report



# Caloola Reserve Tennis Courts

conducted for

# City of Monash

**Document No.**

000016

**Land Owner: LGA, DSE, Dept of Education, Other?**

Unknown

**Local Govt Authority Name**

City of Monash

**LGA contact person & Position**

Belinda Griffiths - Coordinator Recreation Services, City of Monash

**Location**

Caloola Reserve  
Oakleigh VIC 3166  
Australia  
(-37.89117565382075, 145.0921318588267)

**Auditor**

Mick Hassett

**Conducted on**

7/6/19, 10:37 am

**Centre Type**

Large

**Centre Purpose**

Competition Facility


**Personnel**

Mick Hassett

**Completed on**

14/6/19, 11:13 am

### Audit

Question	Response	Details
Total Number of Courts	8	
Total Number of Enclosures/pavements	2	
Total Number of Courts with Lights	8	
Overall site photo(s)		
		
Appendix 1      Appendix 2      Appendix 3      Appendix 4		
<b>FACILITY CONDITION</b>		
<b>ENCLOSURE 1</b>		
Total number of courts	4	
Are they Indoor or Outdoor Courts?	Outdoor	
Outdoor Court	<input checked="" type="checkbox"/>	
Number of Outdoor Courts	1, 2, 3, 4	
Is this a Netball, Tennis or Basketball Court?	Tennis	
Is this a multi-sport court(s)?	No	
How is this court(s) orientated?	North/South (recommended)	
Base type	Concrete	
Number of Concrete courts	4	
Concrete base condition rating	0 - As New	
Base Condition Issues	No apparent base issues	
Outdoor Court(s) surface	Sand Filled Artificial Grass	
Surface Condition Rating	1 - Very Good, 0 - As New	
Court Surface Condition Issues	Leaf litter, Debris - mainly around fencing	

000016  
Caloola Reserve Tennis Courts

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Question	Response	Details
Linemarking Condition	Excellent (as new) clear & bright	
Overall Condition Rating	0 - As New	
Priority	Low	
OUTDOOR COURT NOTATIONS	<p>The courts present very well and they are still generally as good as they were the day they were built. All run-off areas around the courts are well beyond the minimum run-off distance requirements, and only some minor indiscretions with the line marking stitched into the synthetic grass has the courts not quite achieving perfect court compliance dimensions. See the Court Compliance section of this report for more details.</p> <p>Below is a summary of items identified while on site, and reported upon by the consultant during the audit of courts 1-4.</p> <ul style="list-style-type: none"> <li>* The opening between the bottom fence rail and the invert of the concrete spoonrain is allowing tennis balls to escape the fenced enclosure. The club has blocked it with timber but it needs proper mechanical intervention.</li> <li>* There is a significant build up of leaf litter around the base of the fencing and some on the courts. A greater effort (or more regular servicing) needs to occur to keep on top of this.</li> <li>* It was found that the drilled holes required for fixing the steel keepers on the double maintenance gates are not adequate. The contractor should return to address these, by possibly redrilling them.</li> <li>* It was found that the fixing points on the winder mechanisms for the tennis nets are not closed enough so the cable to the top of the net too easily comes off. It is the consultants opinion that the court builders have provided items as required in the tender documents, any preferred improvements are up to the Council and the Tennis club to arrange and fund.</li> <li>* Some tennis net winders have run out of thread so they can't be tightened further. In this case the cables will need shortening and modifying so that there is room for future adjustment. This is considered a maintenance item and not a failure of the units supplied.</li> </ul>	
OUTDOOR COURT NOTATIONS CONTINUED		
Outdoor Court Photos		



Additional court photos (if required)

<b>DRAINAGE</b>	
Is the drainage infrastructure adequate?	Yes
Drainage Rating	0 - As New
Drainage Type	Grated pit(s), Concrete spoon drains
Drainage Issues/Condition	Leaf litter build up, Silt/debris build up in drains, No apparent drainage issues
Drainage Notations	<p>The concrete spoon drain to the west side of court 4, inside the fenced enclosure, has some shrinkage cracking appearing, this is common in concrete structures, but should be monitored as the cracks may require filling to prevent water getting into the substrate beneath the concrete drains.</p> <p>The opening between the bottom fence rail and the invert of the concrete spoon drain is allowing tennis balls to escape the fenced enclosure. The club has blocked it with timber but it needs proper mechanical intervention.</p> <p>Other than these minor items the drainage infrastructure is in very good condition and it appears to be functioning well.</p> <p>Care should be taken in ensuring that the drains are being cleaned out regularly to avoid too much storm water escaping the system and potentially saturating the soil around and beneath the courts.</p>



Question	Response	Details
<b>Drainage photos</b>		
<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  <p>Appendix 19</p> </div> <div style="text-align: center;">  <p>Appendix 20</p> </div> <div style="text-align: center;">  <p>Appendix 21</p> </div> <div style="text-align: center;">  <p>Appendix 22</p> </div> <div style="text-align: center;">  <p>Appendix 23</p> </div> <div style="text-align: center;">  <p>Appendix 24</p> </div> </div> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  <p>Appendix 25</p> </div> <div style="text-align: center;">  <p>Appendix 26</p> </div> </div>		
<b>COMPLIANCE (TO COMPETITION STANDARD)</b>		
Are the court(s) compliant?	Yes	
Which courts are compliant?	1, 2, 3, 4	
Which courts are not compliant?	0	
Which run-offs are not compliant?		
Could the court(s) be made compliant within the existing pavement footprint?	Yes	
If yes, how?	<p>It was identified that the linemarking within the synthetic grass was not perfectly in line with the recommended court dimensions. This is not a problem and it does not pose a problem for using the courts. High standards are set in relation to Tennis court linemarking dimensions, for the purpose of making the construction contractor strive for a high quality job.</p> <p>Linemarking is a somewhat difficult process and achieving the exact dimensions is not always easily achieved, particularly with synthetic grass courts.</p>	
In which direction does this pavement need to grow to accommodate compliant court(s)?	N/A	
Is there adequate space surrounding the enclosure to make the court(s) compliant?	N/A	
What obstacles are within the required run-off areas?	None	

Question	Response	Details
Could the courts be made compliant by removing obstacles from the run-offs?	N/A	
If yes, how?		
Are the court dimensions compliant?	Yes	
COURT COMPLIANCE NOTES		<p>Caloola Enclosure 1 - Courts 1,2,3 &amp; 4 Tennis</p> <p>These courts are considered compliant, however they slightly miss the current standards for court dimensions.</p> <p>The existing enclosure size is: 35318mm N/S x 66458mm E/W Enclosure size required for 4 minimum recommended standard size tennis courts is: 34734mm N/S x 60972mm E/W Therefore, this enclosure has 584mm excess space N/S and has 5486mm excess space E/W.</p> <p>COURT DIMENSIONS: (23774mm length and 10973mm width required) Most court dimensions are within tolerance, however, the widths of court 1 and 3 are slightly too short and the length of court 2 is slightly too long. Court 1 - 23776mm (within tolerance) x 10961mm (12mm short). Court 2 - 23781mm (7mm long) x 10973mm (meets current standards). Court 3 - 23779mm (within tolerance) x 10966mm (7mm short). Court 4 - 23776mm (within tolerance) x 10968mm (within tolerance).</p> <p>RUN-OFFS: (5480mm baseline, 3050mm sideline and 3660mm between courts required). All court run-offs meet the current recommended standards.</p> <p>CRT 1 Northern baseline = 5641mm to light tower (meets current standards) Southern baseline = 5639mm to light tower (meets current standards) Eastern sideline = 3944mm to concrete plinth (meets current standards) Between court run-off 1&amp;2 = 4793mm (meets current standards)</p> <p>CRT 2 Northern baseline = 5638mm to light tower (meets current standards) Southern baseline = 5639mm to light tower (meets current standards) Between court run-off 1&amp;2 = 4793mm (meets current standards) Between court run-off 2&amp;3 = 4829mm (meets current standards)</p>

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Caloola Reserve Tennis Courts

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standards)

**CRT 3**

Northern baseline = 5616mm to light tower (meets current standards)

Southern baseline = 5631mm to light tower (meets current standards)

Between court run-off 2&3 = 4829mm (meets current standards)

Between court run-off 3&4 = 4791mm (meets current standards)

**CRT 4**

Northern baseline = 5632mm to light tower (meets current standards)

Southern baseline = 5641mm to light tower (meets current standards)

Western sideline = 3563mm to concrete spoon drain (meets current standards)

Between court run-off 3&4 = 4791mm (meets current standards)

Court dimensions should be addressed when re-linemarking.

- 'Current Standards' refer to the recommended and minimum dimensions and run-offs of a tennis court set by the International Tennis Federation's (ITF) Rules of Tennis (Tennis Dimension guide is attached). It is recommended that the club/council liaise with Tennis Victoria for all future planning of this facility
- The Current Standards recommend that the court surface and the run-offs are of the same surface type, without change of level or obstruction. A minimum of 3050mm obstacle free, level and consistent surface is required to each sideline, 5480mm to each baseline and 3660mm between courts for tennis.

**Compliance Photos**



Appendix 27



Appendix 28



Appendix 29



Appendix 30



Appendix 31



Appendix 32




Appendix 33

**LIGHTING**

000016  
Caloola Reserve Tennis Courts



Question	Response	Details
Is there Lighting?	Yes, inside enclosure, Outside required run-off area	
Number of courts with lighting	4	
Lighting rating	0 - As New	
High or low level & condition	Black powder coated poles, Low Tower, Steel Poles, Pole Height >8m, As new condition, Corner tower configuration, Side Tower configuration	
Number of light towers	12	
Number of light fittings per tower	1, 2	
Recommend Lux Level Test?	No	
Light Tower Notations	The lighting system is a new, state of the art LED sports lighting system designed to exceed 350 lux. It was reported to the consultant by the that the lighting was excellent. It is unknown if the original lighting designer was engaged to return to site to assist with the commissioning and aiming of the new lighting system. It is recommended that this occur so that the lighting system is operating to its full capacity and delivering the best possible sports lighting. It is not unusual for the electrical and lighting contractors to underperform in this area by not setting up the lighting system as perfectly as it was intended to be.	
Lighting Photos		
		
<p>Appendix 34      Appendix 35      Appendix 36      Appendix 37</p>		
<b>ACCESSIBILITY</b>		
Is this court enclosure's accessibility adequate?	Yes	
Accessibility Rating	1 - Very Good, 0 - As New	
Accessibility Issues	No access issues identified	
Main access gate dimensions	North west 1169mm North east 1150mm	
Accessibility Notations	Accessibility into this facility meets all standards with flush and level access from the crushed rock car park, to the bordering concrete path and onto the court enclosure. This allows for excellent wheelchair access, without trip or fall	

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Caloola Reserve Tennis Courts

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	hazards. Gate width permits all abilities access into the entire enclosure.
--	-----------------------------------------------------------------------------

**Accessibility Photos**



**SUPPORTING INFRASTRUCTURE**










Fencing type	Black PVC chainmesh fencing , High , With top & bottom rails
Fence height	3.6m +
Fence rating	1 - Very Good, 0 - As New



**Fencing Photos**



	<p>The gap under the fence over the spoonrain is too high and balls are getting under. This should be addressed properly.</p> <p>The designing consultants observed that the fencing has been built in line with the design intent, maintaining a high enough space under the bottom rail so that leaf litter and rubbish can blow out naturally and easily on a regular basis. The space can't be high enough that balls can escape.</p> <p>It was found that the steel rod keepers on the double gates are unable to be sufficiently secured in their holes in the concrete.</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Is there Tennis Court supporting infrastructure?	Yes
--------------------------------------------------	-----

Question	Response	Details
Net post type	Square black powder coated, With removable/collapsible winders, Straight	
Net post rating	1 - Very Good, 0 - As New	
Net post notations		<p>There has been a history of the cables coming off the winders and disappearing into the stitched tape to the top of the net. The net attachments are fit for purpose, however they could be improved upon by having better and more closed over net hook connections.</p> <p>Court 1 - both net posts are in excellent condition, the tensioning unit is still operating well.</p> <p>Court 2 - both net posts are in excellent condition, the tensioning unit is still operating well.</p> <p>Court 3 - both net posts are in excellent condition, the tensioning unit is still operating well, however the tensioning thread is almost completely used up, leaving little room to tighten the net further. This will be a problem over time.</p> <p>Court 4 - both net posts are in excellent condition, the tensioning unit is still operating well, however the tensioning thread is almost completely used up, leaving little room to tighten the net further. This will be a problem over time.</p>
Net post photos		
<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  <p>Appendix 53</p> </div> <div style="text-align: center;">  <p>Appendix 54</p> </div> <div style="text-align: center;">  <p>Appendix 55</p> </div> <div style="text-align: center;">  <p>Appendix 56</p> </div> <div style="text-align: center;">  <p>Appendix 57</p> </div> <div style="text-align: center;">  <p>Appendix 58</p> </div> </div> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  <p>Appendix 59</p> </div> <div style="text-align: center;">  <p>Appendix 60</p> </div> <div style="text-align: center;">  <p>Appendix 61</p> </div> </div>		
Net type	3/4 drop net(s), Tethered to the net posts, Centre net strap fitted	
Net condition rating	1 - Very Good, 0 - As New	
Net notations		<p>The nets all present well and are still fit for purpose. Some minor fraying of the top tape was evident at the ends because of friction with the steel cables and the associated fittings - this is normal.</p>

Question	Response	Details
<b>Net Photos</b>		
		
<p style="text-align: center;"> <span>Appendix 62</span>      <span>Appendix 63</span>      <span>Appendix 64</span>      <span>Appendix 65</span> </p>		
Overall infrastructure rating	1 - Very Good	
Is there adequate seating?	Yes	
Is there adequate shelter?	Yes	
Seating & Shelter Notations	The court construction contractor supplied and installed a series of seating and shade structures along the concrete footpath to the north end of the tennis courts. There are good provisions of both seats and shelters in position for these courts.	
<b>Seating &amp; Shelter Photos</b>		
		
<p style="text-align: center;"> <span>Appendix 66</span>      <span>Appendix 67</span> </p>		
Is there another enclosure?	Yes	
<b>FACILITY CONDITION</b>		
<b>ENCLOSURE 2</b>		
Total number of courts	4	
Are they Indoor or Outdoor Courts?	Outdoor	
Outdoor Court	<input checked="" type="checkbox"/>	
Number of Outdoor Courts	5, 6, 7, 8	
Is this a Netball, Tennis or Basketball Court?	Tennis	
Is this a multi-sport court(s)?	No	



Question	Response	Details
How is this court(s) orientated?	North/South (recommended)	
Base type	Concrete	
Number of Concrete courts	4	
Concrete base condition rating	0 - As New	
Base Condition Issues	No apparent base issues	
Outdoor Court(s) surface	Sand Filled Artificial Grass	
Surface Condition Rating	1 - Very Good, 0 - As New	
Court Surface Condition Issues	Leaf litter, Debris - mainly around fencing	
Linemarking Condition	Excellent (as new) clear & bright	
Overall Condition Rating	1 - Very Good, 0 - As New	
Priority	Low	
OUTDOOR COURT NOTATIONS	<p>The courts present very well and they are still generally as good as they were the day they were built. All run-off areas around the courts are well beyond the minimum run-off distance requirements, and only some minor indiscretions with the line marking stitched into the synthetic grass has the courts not quite achieving perfect court compliance dimensions. See the Court Compliance section of this report for more details.</p> <p>The surface has an extraordinary amount of debris over it, particularly on courts 7 and 8. It appears that there may be a wind tunnel type of affect occurring outside of the fenced courts between the courts and the factory walls to the south which is tossing around the garden bed mulch and the leaf litter and spreading it all over the courts - particularly courts 7 and 8. Fitting the intended Keilmatt screening to the west and south fencing should greatly reduce this problem.</p> <p>There is a stretched open seam situated between courts 6 and 7 that appears to be over a construction joint. It is possible that the joint has opened through thermal slab shrinkage and while the behaviour is normal, the impact it's having on the synthetic grass playing surface is unfortunate. It could be the result of a synthetic grass join simply coinciding with the construction joint. Ideally, the join in the synthetic grass would have been offset away from the concrete construction joint. This should be monitored, as it is suspected that during the warmer weather conditions the construction joint will close up, which will also close up the synthetic grass seam.</p> <p>Below is a summary of items identified and reported by the consultant during the audit of courts 5-8.</p> <p>* There is a significant build up of leaf litter around the base of the fencing and some on the courts. A greater effort (or more regular servicing) needs to occur to keep on top of this.</p>	

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Caloola Reserve Tennis Courts

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- \* The drilled holes required for fixing the steel keepers on the double maintenance gates are not adequate. The contractor should return to address these, by possibly redrilling them.
- \* The fixing points on the winder mechanisms for the tennis nets are not closed enough so the cable to the top of the net too easily comes off. It is the consultants opinion that the court builders have provided items as required in the tender documents, any preferred improvements are up to the Council and the Tennis club to arrange and fund.
- \* Some tennis net winders have run out of thread so they can't be tightened further. In this case the cables will need shortening and modifying so that there is room for future adjustment. This is considered a maintenance item and not a failure of the units supplied.
- \* the pedestrian access gate to the west side of court 8 has been tampered with and had its steel padlock fixing rings cut off. The clubs effort to address this by using a chain and a padlock instead is a suitable outcome.
- \* There was a location where foreign material has been left under the synthetic grass surface during installation leaving a slight raised bump. These can be cut out but it creates a risk of future failure or separation by doing so. If at all possible, and if the bumps are in an area that doesn't impact play greatly, then they should be monitored to see if they break down over time and to check that they aren't creating pressure and wear from underneath the synthetic grass with a chance of creating a hole. Only one bump was seen by the consultant.
- \* Court 5 doesn't have a net strap fitted as it was not returned by the court construction contractor after it was taken away for repairs.
- \* The central light tower to the furthest western side of court 8 needs the expansion foam cut down so as not to be visible. It currently looks untidy. All other light towers don't have this issue, it looks like this one was missed.

**OUTDOOR COURT NOTATIONS CONTINUED**

**Outdoor Court Photos**



Appendix 68

Appendix 69

Appendix 70

Appendix 71

Appendix 72

Appendix 73



Appendix 74

Appendix 75

Appendix 76

Appendix 77

Appendix 78

Appendix 79



Appendix 80      Appendix 81      Appendix 82      Appendix 83      Appendix 84      Appendix 85



Appendix 86      Appendix 87      Appendix 88      Appendix 89      Appendix 90      Appendix 91



Appendix 92      Appendix 93      Appendix 94      Appendix 95      Appendix 96

Additional court photos (if required)

**DRAINAGE**

Is the drainage infrastructure adequate?	Yes
Drainage Rating	1 - Very Good, 0 - As New
Drainage Type	Grated pit(s), Concrete spoon-drains
Drainage Issues/Condition	Leaf litter build up, Silt/debris build up in drains, No apparent drainage issues
Drainage Notations	The drainage infrastructure is in very good condition and it appears to be functioning well. Care should be taken in ensuring that the drains are being cleaned out regularly to avoid too much storm water escaping the system and potentially saturating the soil around and beneath the courts.

Drainage photos



Appendix 97      Appendix 98      Appendix 99      Appendix 100      Appendix 101      Appendix 102



Question	Response	Details
<b>COMPLIANCE (TO COMPETITION STANDARD)</b>		
Are the court(s) compliant?	Yes	
Which courts are compliant?	5, 6, 7, 8	
Which courts are not compliant?	5, 6, 7, 8	
Which run-offs are not compliant?		
Could the court(s) be made compliant within the existing pavement footprint?	Yes	
If yes, how?		It was identified that the linemarking within the synthetic grass was not perfectly in line with the recommended court dimensions. This is not a problem and it does not pose a problem for using the courts. High standards are set in relation to Tennis court linemarking dimensions, for the purpose of making the construction contractor strive for a high quality job. Linemarking is a somewhat difficult process and achieving the exact dimensions is not always easily achieved, particularly with synthetic grass courts.
In which direction does this pavement need to grow to accommodate compliant court(s)?	N/A	
Is there adequate space surrounding the enclosure to make the court(s) compliant?	N/A	
What obstacles are within the required run-off areas?	None	
Could the courts be made compliant by removing obstacles from the run-offs?	N/A	
If yes, how?		
Are the court dimensions compliant?	Yes	
<b>COURT COMPLIANCE NOTES</b>		<p>Caloola Enclosure 2 - Courts 5,6,7 &amp; 8 Tennis</p> <p>These courts are considered compliant, however they slightly miss the current standards for court dimensions.</p> <p>The existing enclosure size is; 35334mm N/S x 66472mm E/W Enclosure size required for 4 minimum recommended standard size tennis courts is; 34734mm N/S x 60972mm E/W Therefore, this enclosure has 600mm excess space N/S and has 5500mm excess space E/W.</p> <p>COURT DIMENSIONS:</p>

(23774mm length and 10973mm width required)  
Most court dimensions are within tolerance, however, the widths of court 5 and 8 are too short and the lengths of court 6 and 7 are too long.

Court 5 - 23773mm (within tolerance) x 10965mm (8mm short).

Court 6 - 23784mm (10mm long) x 10968mm (within tolerance).

Court 7 - 23786mm (12mm long) x 10969mm (within tolerance).

Court 8 - 23777mm (within tolerance) x 10964mm (9mm short).

**RUN-OFFS:**

(5480mm baseline, 3050mm sideline and 3660mm between courts required).

All court run-offs meet the current recommended standards.

**CRT 5**

Northern baseline = 5635mm to light tower (meets current standards)

Southern baseline = 5664mm to light tower (meets current standards)

Eastern sideline = 4148mm to concrete plinth (meets current standards)

Between court run-off 5&6 = 4819mm (meets current standards)

**CRT 6**

Northern baseline = 5642mm to light tower (meets current standards)

Southern baseline = 5629mm to light tower (meets current standards)

Between court run-off 5&6 = 4819mm (meets current standards)

Between court run-off 6&7 = 4795mm (meets current standards)

**CRT 7**

Northern baseline = 5637mm to light tower (meets current standards)

Southern baseline = 5627mm to light tower (meets current standards)

Between court run-off 6&7 = 4795mm (meets current standards)

Between court run-off 7&8 = 4811mm (meets current standards)

**CRT 8**

Northern baseline = 5669mm to light tower (meets current standards)

Southern baseline = 5618mm to light tower (meets current standards)

Western sideline = 4033mm to concrete plinth (meets current standards)

Between court run-off 7&8 = 4811mm (meets current standards)

Court dimensions should be addressed when re-linemarking.



- 'Current Standards' refer to the recommended and minimum dimensions and run-offs of a tennis court set by the International Tennis Federation's (ITF) Rules of Tennis (Tennis Dimension guide is attached). It is recommended that the club/council liaise with Tennis Victoria for all future planning of this facility
- The Current Standards recommend that the court surface and the run-offs are of the same surface type, without change of level or obstruction. A minimum of 3050mm obstacle free, level and consistent surface is required to each sideline, 5480mm to each baseline and 3660mm between courts for tennis.

**Compliance Photos**



Appendix 103

Appendix 104

Appendix 105

Appendix 106

Appendix 107

Appendix 108



Appendix 109

**LIGHTING**

Is there Lighting?	Yes, inside enclosure, Outside required run-off area
Number of courts with lighting	4
Lighting rating	1 - Very Good, 0 - As New
High or low level & condition	Black powder coated poles, Low Tower, Steel Poles, Pole Height >8m, As new condition, Corner tower configuration, Side Tower configuration
Number of light towers	15
Number of light fittings per tower	1, 2
Recommend Lux Level Test?	No
Light Tower Notations	The lighting system is a new, state of the art LED sports lighting system designed to exceed 350 lux. It was reported to the that the lighting was excellent. It is unknown if the original lighting designer was engaged to return to site to assist with the commissioning and aiming of the new lighting system. It is recommended that this occur so that the lighting system is operating to its full capacity and delivering the best possible sports lighting. It

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Caloola Reserve Tennis Courts

is not unusual for the electrical and lighting contractors to underperform in this area by not setting up the lighting system as perfectly as it was intended to be.

**Lighting Photos**



Appendix 110



Appendix 111



Appendix 112



Appendix 113

**ACCESSIBILITY**

Is this court enclosure's accessibility adequate?

Yes

Accessibility Rating

1 - Very Good, 0 - As New

Accessibility Issues

No trip hazards identified, No access issues identified

Main access gate dimensions

North west 1159mm  
North east 1139mm

Accessibility Notations

Accessibility into this facility meets all standards with flush and level access from the crushed rock car park, to the bordering concrete path and onto the court enclosure. This allows for excellent wheelchair access, without trip or fall hazards. Gate width permits all abilities access to the entire enclosure.

**Accessibility Photos**



Appendix 114



Appendix 115



Appendix 116



Appendix 117

**SUPPORTING INFRASTRUCTURE**

Fencing type

Black PVC chainmesh fencing , High , With top & bottom rails

Fence height

3.6m +

Fence rating

1 - Very Good, 0 - As New

**Fencing Photos**



Appendix 118

Appendix 119

Appendix 120

Appendix 121

Appendix 122

Appendix 123



Appendix 124

Appendix 125

Appendix 126

Appendix 127

Appendix 128

Appendix 129



Appendix 130

Appendix 131

Appendix 132

	<p>The bottom rail of the fencing is intentionally left a little high, it is intended that all unwanted leaf litter and debris within the fenced enclosure can easily be blown out and removed via the gap.</p> <p>The steel rod keepers on the double maintenance gates are unable to be sufficiently secured in the holes within the concrete. The holes may need attention to improve their functionality.</p>
<p>Is there Tennis Court supporting infrastructure?</p>	<p>Yes</p>
<p>Net post type</p>	<p>Square black powder coated, With removable/collapsible winders, Straight</p>
<p>Net post rating</p>	<p>1 - Very Good, 0 - As New</p>
<p>Net post notations</p>	<p>The steel hook that fixes the net cord to the winder apparently isn't hooked enough. There has been a history of the cables coming off the winders and disappearing into the stitched tape to the top of the net.</p> <p>Court 5 - both net posts are in excellent condition, the tensioning unit is still operating well.</p> <p>Court 6 - both net posts are in excellent condition, the tensioning unit is still operating well, however the tensioning thread is almost completely used up, leaving little room to tighten the net further. This will be a problem over time.</p> <p>Court 7 - both net posts are in excellent condition, the tensioning unit is still operating well, however the tensioning thread is completely used up, leaving no room to tighten the net further. This will be a problem over time.</p> <p>Court 8 - both net posts are in excellent condition, the</p>



	tensioning unit is still operating well.
Net post photos	
Net type	3/4 drop net(s), Tethered to the net posts, Centre net strap fitted, No centre net strap fitted
Net condition rating	1 - Very Good, 0 - As New
Net notations	The nets all present well and are still fit for purpose. Some minor fraying of the top tape was evident at the ends because of friction with the steel cables and the associated fittings - this is normal.
Net Photos	
Overall infrastructure rating	0 - As New
Is there adequate seating?	Yes
Is there adequate shelter?	Yes
Seating & Shelter Notations	The court construction contractor supplied and installed a series of seating and shade structures along the concrete footpath to the north end of the tennis courts. There are good provisions of both seats and shelters in position for these courts.
Seating & Shelter Photos	



Appendix 148

Appendix 149

Appendix 150

Appendix 151

Is there another enclosure?	No
Is there another enclosure?	
Is there another enclosure?	
Is there another enclosure?	

**RECOMMENDATIONS - MAINTENANCE**

Are there any Maintenance items requiring attention?	Yes
Surface maintenance issues requiring immediate attention and ongoing monitoring	Remove debris, Hang drag mats on fence
Drainage maintenance issue(s) requiring immediate attention and ongoing monitoring.	Remove build up of debris to enable efficient water movement
Supporting infrastructure maintenance issue(s) requiring immediate attention and ongoing monitoring.	Repair net(s), Replace centre net strap
Lighting maintenance issue(s) requiring immediate attention and ongoing monitoring.	Other - see notations
Court surrounds & grounds maintenance issue(s) requiring immediate attention and ongoing monitoring.	Continue with regular grounds maintenance
Maintenance Works Recommendations Notations	<p>From the completion of construction and into the handover process for the courts, the construction contractor should consider the open seam within the synthetic grass surface and if intervention is necessary. The design consultants are concerned that tampering with it may make things worse. It is expected that when the weather and the ground warms up the concrete slabs will push back together and close up the seam. The risk with placing an infill into the open seam is that when the concrete slabs do push back together the grass will raise up and potentially create a trip point.</p> <p>The raised expansion foam identified around the base of the western light tower should be trimmed down, and this should happen for any fence posts and light towers that have the foam appearing above the concrete or above the synthetic grass.</p>

The synthetic grass surface requires a higher level of maintenance during the autumn months because of leaf shedding. Currently the build up of leaf litter and debris over the courts is excessive, particularly on courts 7 and 8. The current maintenance agreement may require tweaking to achieve the right results here.

It would be worth the investment to purchase and install the Kelmatt screening on the fencing to the western and southern sides of the enclosure. The fencing has been specifically designed to support this product. The influx of garden bed mulch and leaf matter onto the courts to the western end is extreme. This will be detrimental to the condition of the synthetic grass surface if it continues to this extent. It's also a hindrance for court users, with so much foreign material being scattered over the playing surface.

The issue with the open internal spoon drain creating an escape route for tennis balls to the south of the enclosure is a minor design oversight which should be professionally and permanently rectified via negotiations with the original court construction contractor.

The nets and winders will just require monitoring and maintenance as an ongoing requirement. It would be wise to tie this service in with the maintenance operations being performed by the court builder so that a better level of service is being provided here. Retaining available thread on the winders for ongoing tightening is necessary, so the shortening and reconnecting of the wire cables may be required periodically. It is the consultants view that the court construction contractors have met their obligations with the supply and installation requirements for nets and net posts. There is no contractual requirements for them to continue to maintain and modify the net tightening mechanisms, unless they prove to be faulty within 1 year of the build.

At some stage it would be beneficial to have the lighting contractor return to site with the lighting designer present to undertake a comprehensive aiming process with the lighting system. While the lights probably perform quite well to the naked eye, it is likely that they are not aimed and set up 100% correctly.

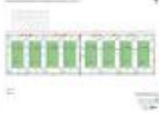

The court construction contractor is required to make sure that the drilled holes for the double maintenance gate keepers are functioning correctly.

Currently the facility is in excellent condition and it can be kept this way with attentive maintenance and care. The existing arrangements appear to be working quite well, however some minor tweaking of the service levels to better address the build up of debris on the courts is advisable.

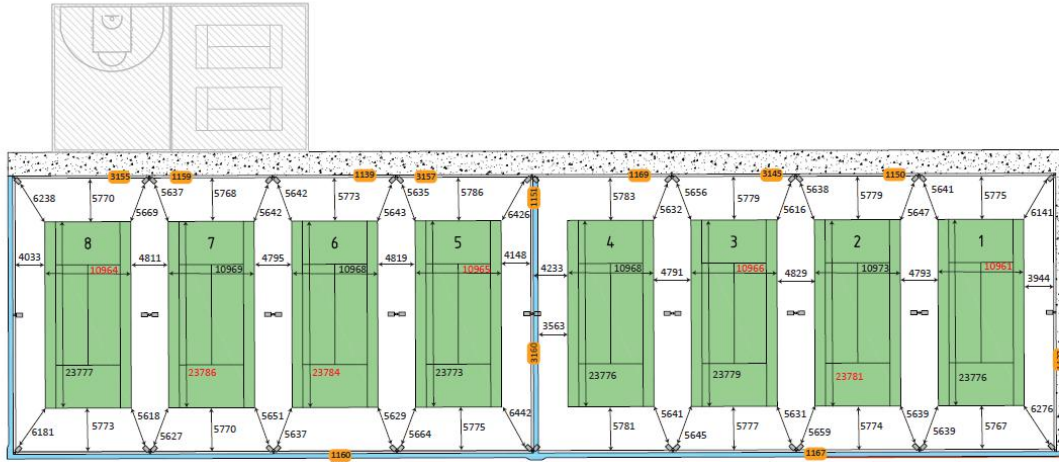
**RECOMMENDATIONS - CAPITAL WORKS**

Are there any capital works required?	No	
Does this facility pose any serious risks?	No	
If yes, why?		



Question	Response	Details	
Risk photos			
Capital Works Recommendations Notations			
Recommendations continued			
Additional site photos (if required)			
Site map			
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>Appendix 152</p> </div> <div style="text-align: center;">  <p>Appendix 153</p> </div> </div>			
Additional Information			

Facility Audit Existing Site Sketch: Caloola Reserve Tennis Club- Courts 1-8



Legend  
 Gate

\*all measurements are in mm  
 Red text indicates outside tolerance





## Tennis Victoria – support letter

Supporting Letter from Tennis Victoria, which indicates the line variation falls within the line marking tolerance.



## Annexure C – Maintenance Roles and Responsibilities

CALOOLA RESERVE TENNIS FACILITY						
Responsibility	Club: 100%			Council: 100%		
	Council: 100% for first 3 years, then Club: 100% from October 2022 onwards.					
The following definitions apply to this Maintenance Schedule						
1	Programmed or Preventative Maintenance/Serviceing to maintain in good working order.					
2	Reactive repair if damaged in the normal course of operations in order to keep in good condition.					
3	To repair or replace or to incur the cost of repairing or replacing if damage is as a result of misuse or negligence by the Occupier.					
4	To replace if asset is at the end of its useful utility.					
***All club-organised works (plumbing, electrical, keys, locks etc) must be carried out by a council-approved plumber, electrician or locksmith.						
Item	Description	Comments	Responsibility			
Security			1	2	3	4
	CCTV	The Occupier must seek Council Approval, prior to install CCTV and must comply with the <i>'Monash City Council CCTV Surveillance System Policy'</i>	Club: 100%	Club: 100%	Club: 100%	Club: 100%
	Keys/locks/Access Cards	Additional/replacement keys/access cards charged to Occupier	Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
Electrical						
	Switchboard for the facility		Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
Court Lights - Light poles at corners and mid points of all courts	Court Light Poles - Structure	replacement and maintenance of lighting poles	Club: 100%	Club: 100%	Club: 100% ***	Club: 100%
		installation of lighting poles	Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
	Court Light Poles – Globes, Switches and Wiring		Club: 100%	Club: 100%	Club: 100% ***	Club: 100%
	Court Light Poles - Power Points	Additional Power Points charged to the Occupier	Club: 100%	Club: 100%	Club: 100% ***	Club: 100%
Plumbing						
	Storm water		Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
	Spoon and Underground Drain	To catch surface water from courts and direct to existing underground stormwater drains.	Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
	Spoon drain	cleaning leaves and debris of the surface	Club: 100%	Club: 100%	Club: 100% ***	Club: 100%
Court Concrete Base						
	Court concrete base		Council: 100%	Council: 100%	Club: 100% ***	Council: 100%

Synthetic Courts						
	In accordance with the Manufacturer's Guidelines - Leaf blowing, leaf collection.	Weekly	Club: 100%	Club: 100%	Club: 100%	Club: 100%
	In accordance with Manufacturer's guidelines - Detailed synthetic surface care program, including general sweep and debris removal; deep grooming and sand distribution correction; algae control and removal.	Quarterly	Council: 100% for first 3 years, as per Turf One Maintenance Agreement. Club: 100% from October 2022 onwards.	Council: 100% for first 3 years, as per Turf One Maintenance Agreement. Club: 100% from October 2022 onwards.	Club: 100% ***	Council: 100% for first 3 years, as per Turf One Maintenance Agreement. Club: 100% from October 2022 onwards.
Fences						
	Boundary and Dividing (b/w courts 4 & 5) Fence - Poles	replacement and maintenance costs of fence poles	Club: 100%	Club: 100%	Club: 100% ***	Club: 100%
		installation costs of fence poles	Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
	Boundary and Dividing (b/w courts 4 & 5) Fence - PVC Mesh	replacement and maintenance costs of PVC mesh	Club: 100%	Club: 100%	Club: 100% ***	Club: 100%
		installation costs of PVC Mesh	Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
Gates						
	Gate Structure, locking mechanism and PVC mesh	replacement and maintenance costs of gate	Club: 100%	Club: 100%	Club: 100% ***	Club: 100%
		installation costs of gate	Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
Netting						
	Net Posts and Netting		Club: 100%	Club: 100%	Club: 100%	Club: 100%
Book a Court system						
	Structure		Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
	Equipment		Council: 100%	Council: 100%	Club: 100% ***	Council: 100%
	Software Licence		Club: 100%	Club: 100%	Club: 100%	Club: 100%
	Club Signage		Club: 100%	Club: 100%	Club: 100%	Club: 100%
	Waste Removal (inside leased area)		Club: 100%	Club: 100%	Club: 100%	Club: 100%
	Waste Removal (outside leased area)		Council: 100%	Council: 100%	Council: 100%	Council: 100%
	Graffiti		Council: 100%	Council: 100%	Council: 100%	Council: 100%
	Pest Control		Council: 100%	Council: 100%	Council: 100%	Council: 100%
	Collect, remove and dispose of leaf litter from spoon drain around the perimeter of the facility.	Weekly	Club: 100%	Club: 100%	Club: 100%	Club: 100%

<b>UTILITIES</b>						
<b>Gas</b>	N/A		N/A	N/A	N/A	N/A
<b>Water</b>	N/A		N/A	N/A	N/A	N/A
<b>Electricity</b>			Club: 100%	Club: 100%	Club: 100%	Club: 100%

## Councils Court Maintenance agreement - Year 1 – Oct 2019 – end Oct 2020



### Field Maintenance Agreement

04/09/2019

This Field Maintenance Agreement:  
between

**Turf One Pty Ltd**

Address: 330 Towts Road WHITTLESEA VIC 3757  
Tel: 03 9719 1900  
FieldCare Co-Ordinator: Karen Woolacott  
Email: [fieldcare@turfone.com.au](mailto:fieldcare@turfone.com.au)

and

**City of Monash**

Facility Manager: Marcus Ballard  
Address: 293 Springvale Road GLEN WAVERLEY VIC 3150  
Tel: 0411 560 558  
Email: [Marcus.Ballard@monash.vic.gov.au](mailto:Marcus.Ballard@monash.vic.gov.au)

The Parties agree to the following:

**Facility:**

Field Name: Caloola Reserve Tennis Courts,  
Field Address: Drummond Street, OAKLEIGH  
Area: Approximately 8,290 Square Metres

**Scope of Service:**

The scope of services under this agreement shall consist of (4 Services per annum) for a period of 1 years with the option to extend. The scheduled maintenance will include the following:

1. Inspection of the Synthetic fibre courts and surfacing system, including infill depth and consistency, infill migration, field edge attachment, sewn and glued seams, field anchoring system, drainage system, line verification, curbing base integrity and field.
2. A deep sweep to remove foreign objects such as dirt, leaves, bird droppings, gum, and other debris that may over time contaminate the infill.
3. A deep grooming and brushing (on two visits only) to rejuvenate and de-compact infill to maintain appropriate levels.
4. Minor repairs (sewing/adhesive failures, inlay separation, and general workmanship) as required, of items found relating to the Field Turf surface.



**Field Maintenance Agreement  
04/09/2019**

**Works not Included:**

Scheduled maintenance does not include the following:

1. Repair of any damage to the field resulting from acts of vandalism and/or neglect.
2. Supply and Installation of additional rubber and sand infill to make up any losses that may occur over time.

**Scheduling of maintenance visits:**

Turf One will endeavor to schedule maintenance visits to best fit the availability of and the facility and the availability of the maintenance crew in consultation with the Facility Co-Ordinator. Normally a minimum of one month's notice is required for changes to an agreed schedule.

**Reporting and sign-off:**

Turf One will request in writing that a representative of the Facility management be present at the completion of the service to sign-off the works. The Turf One "Field Care" representative will report on the maintenance undertaken and on any points of concern with the Facility Manager's representative.

**Conditions:**

1. Turf One must have uninterrupted access to the field during the scheduled maintenance period.
2. No unauthorised access will be permitted to the field during the scheduled maintenance work.
3. Any strike or local labour issue which affects Turf One's ability to perform these tasks shall not be the responsibility of Turf One. Any resulting increased costs incurred shall be borne by the Facility Management.
4. In addition to force majeure, the parties recognise that in certain cases such as severe weather, could delay the work contemplated under this Agreement.



## Field Maintenance Agreement

04/09/2019

### Terms of Agreement:

Beginning October 2019 and ending October 2020

### Price for Servicing Agreement:

Total Maintenance \$6,900.00 + GST = \$7,590.00 1 Years

\$1,725.00 + GST per Service = \$1897.50

**\*\*\*Please Note: Additional cost for the removal and reinstatement of Tennis Court Nets per service:**

**8 x Tennis Courts \$480.00 + GST / Service = \$528.00**

### Payment:

1. Prices do not include GST
2. Upon completion of any of the scheduled services, Turf One will issue the facility Manager with a tax invoice for the service completed.
3. Payment Terms: 14 days from date of invoice.
4. Turf One will continue to draw down on the purchase order issued by the facility Manager until such time that the term of this Agreement lapses.
5. No further work will be performed until past due balances are brought current.

### Indemnification:

The Facility Manager hereby agrees, at its expense, to provide access to Turf One to the field for the provision of maintenance services and to exclude access by others to the field. To the extent the Facility Manager fails to do so, the Facility Manager agrees to defend, indemnify and hold harmless Turf One from and against any and all losses, damages, expenses, liabilities and costs (including reasonable legal fees) incurred by Turf One as a result of any claim brought against it.

### Warranty:

Turf One warrants that all materials used in the provision of scheduled maintenance services to be as specified and that all work will be completed in a workmanlike manner in accordance with standard procedures.

### Additional works:

The need for additional works outside the scope of this maintenance agreement may be identified from time to time. This may be as a result of an inspection of the facility

City of Monash- Caloola Reserve Tennis Courts - September 2019



**Field Maintenance Agreement**  
**04/09/2019**

by Turf One at the time of a scheduled maintenance visit, or as a result of an inspection by Facility Manager and subsequent notification of Turf One.

Turf One will provide a cost to Facility Manager of any additional works and obtain written approval prior to undertaking the same. Turf One will raise a separate invoice for these works.

*We hereby accept the conditions of this Field Maintenance Agreement.*

Signed this 9 Day of June 2019

\_\_\_\_\_  
Marcus Ballard

Facility Management Representative

A handwritten signature in black ink, appearing to be "MB", written over a horizontal line.

Signature

Signed this 21st Day of August 2019

Karen Woolacott  
Maintenance Facilitator

A handwritten signature in blue ink, appearing to be "KW", written over a horizontal line.

Signature





## Councils Court Maintenance agreement - Years 2 & 3 – Oct 2020 – end of Oct 2022



### Field Maintenance Agreement

04/06/2020

This Field Maintenance Agreement:  
between

**Turf One Pty Ltd**

Address: 12, 89 Simcock Avenue SPOTSWOOD VIC 3015  
Tel: 03 9492 1900 / 0455 024 355  
FieldCare Co-Ordinator: Karen Woolacott  
Email: [fieldcare@turfone.com.au](mailto:fieldcare@turfone.com.au)

and

**City of Monash**

**Facility Manager**

Marcus Ballard  
Address: 293 Springvale Road GLEN WAVERLEY VIC 3150  
Tel: 0411 560 558  
Email: [Marcus.Ballard@monash.vic.gov.au](mailto:Marcus.Ballard@monash.vic.gov.au)

The Parties agree to the following:

**Facility:**

Field Name: Caloola Reserve Tennis Courts,  
Field Address: Drummond Street, OAKLEIGH  
Area: Approximately 8,290 Square Metres

**Scope of Service:**

The scope of services under this agreement shall consist of (4 Services per annum) for a period of 2 years commencing October 2020 – October 2022 with the option to extend. The scheduled maintenance will include the following:

1. Inspection of the Synthetic fibre courts and surfacing system, including infill depth and consistency, infill migration, field edge attachment, sewn and glued seams, field anchoring system, drainage system, line verification, curbing base integrity and field.
2. A deep sweep to remove foreign objects such as dirt, leaves, bird droppings, gum, and other debris that may over time contaminate the infill.
3. A deep grooming and brushing (on two visits only) to rejuvenate and de-compact infill to maintain appropriate levels.
4. Minor repairs (sewing/adhesive failures, inlay separation, and general workmanship) as required, of items found relating to the Field Turf surface.



**Field Maintenance Agreement  
04/06/2020**

**Works not included:**

Scheduled maintenance does not include the following:

1. Repair of any damage to the field resulting from acts of vandalism and/or neglect.
2. Supply and Installation of additional rubber and sand infill to make up any losses that may occur over time.

**Scheduling of maintenance visits:**

Turf One will endeavor to schedule maintenance visits to best fit the availability of and the facility and the availability of the maintenance crew in consultation with the Facility Co-Ordinator. Normally a minimum of one month's notice is required for changes to an agreed schedule.

**Reporting and sign-off:**

Turf One will request in writing that a representative of the Facility management be present at the completion of the service to sign-off the works. The Turf One "Field Care" representative will report on the maintenance undertaken and on any points of concern with the Facility Manager's representative.

**Conditions:**

1. Turf One must have uninterrupted access to the field during the scheduled maintenance period.
2. No unauthorised access will be permitted to the field during the scheduled maintenance work.
3. Any strike or local labour issue which affects Turf One's ability to perform these tasks shall not be the responsibility of Turf One. Any resulting increased costs incurred shall be borne by the Facility Management.
4. In addition to force majeure, the parties recognise that in certain cases such as severe weather, could delay the work contemplated under this Agreement.



## Field Maintenance Agreement

04/06/2020

### Terms of Agreement:

Beginning October 2020 and ending October 2022

### Price for Servicing Agreement:

Year 2 Oct 2020-Oct 2021 Maintenance / annum \$7,141.50 + GST = \$7,855.65

\$1,785.38 + GST / Service = \$1,963.92

Year 3 Oct 2021-Oct 2022 Maintenance / annum \$7,391.45 + GST = \$8,130.59

\$1,847.86 + GST / Service = \$2,032.65

**\*\*\*Please Note: Additional cost for the removal and reinstatement of Tennis Court Nets per service:**

**8 x Tennis Courts \$480.00 + GST / Service = \$528.00**

### Payment:

1. Prices do not include GST
2. Upon completion of any of the scheduled services, Turf One will issue the facility Manager with a tax invoice for the service completed.
3. Payment Terms: 14 days from date of invoice.
4. Turf One will continue to draw down on the purchase order issued by the facility Manager until such time that the term of this Agreement lapses.
5. No further work will be performed until past due balances are brought current.

### Indemnification:

The Facility Manager hereby agrees, at its expense, to provide access to Turf One to the field for the provision of maintenance services and to exclude access by others to the field. To the extent the Facility Manager fails to do so, the Facility Manager agrees to defend, indemnify and hold harmless Turf One from and against any and all losses, damages, expenses, liabilities and costs (including reasonable legal fees) incurred by Turf One as a result of any claim brought against it.

## Annexure D – Fair Play Code

# Fair Play Code

Be Fair Play Fair – It's Your Code

## The new Fair Play Code outlines the standards of behaviour expected for everyone involved in sport and recreation in Victoria

The Victorian Government committed to refreshing the state's guidelines, the Victorian Code of Conduct for Community Sport under the Victorian integrity in sport action plan 2017-2018. The Code has not been updated since 2010.

The Fair Play Code incorporates the original aim of encouraging appropriate standards of behaviour to enable every Victorian to be involved in sport and recreation that is safe, welcoming and inclusive. It also includes new integrity, respect, responsibility, fairness and safety guiding principles as well as guidance on responsibilities, breaches and seeking further information.

Victorian sport and recreation organisations should apply the standards of the Fair Play Code from 1 July 2018. They are encouraged to incorporate the Fair Play Code into their code of conduct, member protection policy, constitution or other governance documents.

State sporting associations and recreation bodies, sport and recreation associations, leagues or clubs in Victoria must demonstrate adherence to, and enforcement of the Fair Play Code, to be eligible for existing and future funding from Sport and Recreation Victoria.

It is vital that everyone involved in sport and recreation in Victoria is committed to the Fair Play Code standards, to help maintain the integrity of sport and recreation for the general good of the Victorian community.

## Responsibilities

### Sport & Recreation Association – League and Club

Check code compliance with any aligned state sporting association or recreation body Adopt, promote, and establish processes to comply with and enforce, the code Ensure members have access to and agree to abide by the code Demonstrate code compliance to be eligible for Sport and Recreation Victoria funding.

### Official or volunteer

Be informed about, abide by, promote and recognise compliance with, the code Report a potential code breach to appropriate authorities.

### Player or participant

Be informed about the implications of the code on participation, rights and obligations and abide by the code Ask a club official about code implementation.



## Parent

Educate children about the importance of demonstrating code behaviours and model these behaviours at all times  
Be informed about what actions to take for a potential code breach.

## Spectator

Abide by the code when attending community sport and recreation, training and club sanctioned activities  
Be informed about what actions to take for a potential code breach.

## Member of public

Abide by the code when attending community sport and recreation, training and club sanctioned activities  
Be informed about what actions to take if involved in, or a witness to, a potential code breach.

## State Sporting Association & Recreation Body

Ensure the code is incorporated into a governance document Establish complaint handling processes and sanctions for code breaches Ensure all involved have access to, are aware of obligations and can exercise rights under, the code Demonstrate code compliance to be eligible for Sport and Recreation Victoria funding.

## Local Council

Provide access to and encourage promotion of the code to member clubs and the local community Ensure sport and recreation clubs who are tenants at a facility are code compliant to be eligible for Sport and Recreation Victoria funding.

## Breaches

To report any concerns or suspected breaches of the Fair Play Code refer to:

- the relevant state sporting association or recreation body, sport and recreation association, league or club's person responsible for handling complaints, or complaint handling policy in their code of conduct, member protection policy, constitution, or other governance documents
- external authority, if potential unlawful conduct or when required by law.

## Further information

- Sport and Recreation Victoria T: 1300 850 172 [Email Information](mailto:info@sport.vic.gov.au) <info@sport.vic.gov.au>
- **Vicsport**
- National Integrity of Sport Unit
- Play by the Rules
- Australian Sports Commission
- Australian Sports Anti-Doping Authority

## Principles

The Fair Play Code outlines a set of guiding principles on expected standards of behaviour for every person involved in sport and recreation in Victoria.

This includes every player, participant, coach, support person, official, administrator, club member, spectator, parent, volunteer or member of the public involved with sport and recreation in Victoria. All should demonstrate the principles of integrity, respect, responsibility, fairness and safety in relation to sport, recreation, training and club sanctioned activities by:

### Integrity

- being honest, fair, respectful, trustworthy, reliable, open and transparent in dealings with others

Fair Play Code

- avoiding any real or perceived conflicts of interest
- striving to earn and sustain a high level of community trust and goodwill
- not engaging in or advocating the possession and use of banned performance enhancing substances or methods, or illicit drugs
- ~~not~~ participating in, or encouraging action that may jeopardise the integrity of sport and recreation including match-fixing, illegal sports betting and other corruption.

### Respect

- treating everyone involved in sport and recreation in a considerate, objective and courteous manner with proper regard for their rights, dignity and worth
- refraining from any form of discrimination, harassment, bullying, abuse, child abuse, intimidation, victimisation or vilification of others, including on the basis of age, race, sex, disability, sexuality, gender identity or religion
- ~~recognising~~ and valuing the contribution of all to sport and recreation, including volunteer coaches, officials and administrators who give up their valuable time to make sport and recreation happen.

### Responsibility

- considering and accepting the consequences of one's actions and decisions
- being a positive role model by displaying self-control, respect, care and diligence towards all involved with sport and recreation
- complying with specified child safe standards of conduct expected of adults when dealing and interacting with persons under 18 years of age
- ~~understanding~~ the possible consequences of breaching the *Fair Play Code* and immediately reporting any potential breaches to appropriate authorities.

### Fairness

- understanding and playing by the rules and spirit of sport and recreation
- being informed, consistent, impartial, just and reasonable in dealings with others
- being a 'good sport' by encouraging and praising fair play over winning at all costs
- ~~providing~~ a 'fair go' to people of all abilities to be involved in sport and recreation and reach their full potential.

### Safety

- providing a safe, welcoming and inclusive environment that places the health, welfare and well-being of participants above all else
- taking all reasonable steps to ensure equipment, facilities and programs meet health and safety standards and are appropriate to the age and ability of participants
- being aware of and supporting policies and practices in relation to injury management, return to play, adverse weather and child safe standards
- ~~showing~~ concern and caution towards others who may be sick or injured and immediately reporting any safety issues to appropriate authorities.

To receive this publication in an accessible format phone 1300 366 356 using the National Relay Service 13 36 77 if required, or [email the Strategy team](mailto:strategy@sport.vic.gov.au) <strategy@sport.vic.gov.au>

Authorised and published by the Victorian Government 1 Treasury Place, Melbourne.  
@State of Victoria, Department of Health and Human Services, April 2018  
(1804011)

Available at [Sport and Recreation Victoria website](http://www.sport.vic.gov.au) <www.sport.vic.gov.au>



## Annexure E – Child Safe Standards

# 1.0 Safeguarding Children and Young People Policy Statement



## 1. Purpose

The Monash City Council (MCC) provides a range of services to support children and young people from birth to 25 years, which include:

- Maternal and Child Health
- Immunisation services
- Kindergarten planning and support
- Long day care and kindergarten
- Family Day Care
- Playground provision and maintenance
- Libraries
- Aquatic services including swimming lessons; gyms; sporting facilities; and
- Youth activities and support services

Council promotes equity and respects diversity by:

- Actively anticipating children's diverse circumstances and responding effectively to those with additional vulnerabilities
- By giving children access to information, support and complaints processes
- Through paying particular attention to the needs of Aboriginal and Torres Strait Islander children, children with a disability and children from culturally and linguistically diverse backgrounds.

Council's commitment to safeguarding children and young people from abuse and neglect, has been endorsed by the Chief Executive Officer and Executive Leadership Team.

It is the responsibility of all at Council, from the Executive to employees, contractors and volunteers to understand the important responsibility they have to:

- Protect children and young people from all forms of abuse, bullying and exploitation by our people
- Be alert to incidents of child abuse and neglect occurring outside the scope of our operations and services that may have an impact on the children and young people to whom we provide a service
- Create and maintain a child safe culture that is understood, endorsed and put into action by all the individuals who work for, volunteer or access our programs and services

It is expected that everyone, regardless of their role or level of responsibility, will act to safeguard children from such harm by:

- Adopting the practices and behavior we have set as our standard when carrying out their roles
- Reporting any abuse or neglect of which they become aware to our management and/or to the external authorities responsible for child protection or to police, regardless of whether that abuse is being perpetrated by personnel within our organization, or by those outside our organization including those from child's family, extended family, their family's extended family or strangers.

## 2. Scope

The Safeguarding Children and Young People Policy Statement applies to all employees, contractors and volunteers (collectively referred to as *employees* in this document) involved with the Monash City Council.

## 3. Related documents

The following Council policies must be considered in relation to this document:

- 2.2 Safeguarding Children and Young People: Personnel Practice and Behaviour Guidelines\*
- 6.1 Responding to Child Abuse Reports and Allegations Policy\*
- 3.1 Safeguarding Children and Young People: Recruitment and Screening Requirements\*
- Code of Conduct for Employees
- Disciplinary Policy and Procedures
- Volunteer Code of Conduct.
- Child Safe Standards Reportable Conduct Reporting Process\*

\*Documents are available for review in EDNA Folder: F16-102588

## 4. Related legislation

In upholding this Statement, the following legislation must be considered by Monash employees:

- Child, Youth and Families Act 2005
- Education and Care Services National Law Act 2010
- Education and Care Services National Regulations 2014
- Fair Work Act 2009.

## 5. Definitions

Definitions are included in Appendix 1.

## 6. Responsibilities

The CEO and Executive Leadership Team are responsible for the development and endorsement of this Policy. The implementation of this Policy Statement is the responsibility of Council's entire management group. The role of each entity in relation to the development and effectiveness of the Policy is detailed below:

Entity	Role/ Responsibility
<p>Chief Executive Officer / Executive Leadership Team</p>	<p>Promote the commitment to this Policy Statement and its expectations.</p> <p>Support policy review on an annual cycle (as a minimum) or at a time governed by legislation, regulations, or organizational learnings that promote a change to the Statement and all relevant policy or procedural guidelines.</p> <p>Ensure compliance to the Policy Statement via an in-built review mechanism.</p> <p>Ensure adequate resources are allocated to allow for the development and effective implementation of this policy.</p> <p>Develop opportunities for regular discussion at all levels to support a culture of openness and continued improvement and accountability to child protection and welfare.</p> <p>Advocate and promote children's rights, empowering and engaging children and young people in support of this statement</p>
<p>People and Culture &amp; Safeguarding Children and Young People Coordinator and People Services Manager</p>	<p>Ensure all involved personnel understand their obligations in accordance with this Policy and any relevant policy and procedural documentation. This includes induction, a minimum of one compulsory training session, and regular discussion and guidance at supervision and team meetings.</p> <p>Ensure this Policy is implemented and adhered to amongst relevant member stakeholders.</p> <p>Ensure the development and implementation of required internal policy/work procedures and guidelines to support child protection practice in accordance with the expectations of this Policy.</p> <p>Ensure adequate resources are allocated to allow effective implementation of this Policy.</p> <p>Ensure Personnel are supported in initiating any form of action to protect a child from abuse, neglect, grooming or exploitation.</p> <p>Ensure appropriate supports, such as counselling and formal debriefing, are provided for any personnel involved in responding to a concern for the safety and wellbeing of a child or young person.</p> <p>Advocate and promote child rights, empowering and engaging children and Young people in support of this Policy.</p> <p>Proactively share resources and experience in the development of child safe initiatives as they are identified.</p> <p>Develop opportunities for regular discussion at all levels to support a culture of continuous improvement and accountability relating to child protection and welfare.</p> <p>Ensure our personnel are aware of the appropriate</p>

	recruitment, screening and employment practices in relation to individuals with specific roles in working, coaching or volunteering with children and families.
All direct contact staff, managers and coordinators	<p>Maintain a full understanding of the commitments and expectations of this Policy Statement, as well as all other policies relevant to safeguarding children and young people.</p> <p>Undertake any induction and training anticipated in this Policy, relevant to policy and procedures relevant to safeguarding children and young people.</p> <p>Seek guidance from a supervisor or manager if there is ever any lack of understanding in relation to the commitments and expectations as set out in this Policy Statement.</p> <p>Take action to protect children and young people from all forms of abuse, bullying and exploitation.</p> <p>Assist in creating and maintaining a child safe culture and a culture of inclusion and safety.</p>

## 7. Monash City Council's Commitment

Council endorses and supports the principles of the United Nations Convention on the Rights of the Child 1989 (ratified in Australia in 1990). The Convention recognizes that children under the age of 18 years old need special care and protection.

Monash is committed to ensuring the safety and wellbeing of all children and young people who access our activities, programs, services or facilities. Our policies and procedures seek to address risks to child safety. Our Safeguarding policies and procedures are accessible in forms that are easy to understand and are communicated to children, young people and their families, our personnel and the general public. We regularly review our policies, gain endorsement of changes and advise our personnel of changes.

### We are committed to safeguarding children and young people

Through our Safeguarding Children and Young People Policy Statement we document our clear commitment to Safeguarding Children and Young People from abuse and neglect. We communicate our commitment to all of our employees and give them access to a copy of our commitment statement.

### Our employees know the behaviour we expect

We ensure that each person involved in our delivery of services to children and young people understands their role and the behaviour we expect in relation to safeguarding children and young people from abuse and neglect. We utilise clear position descriptions which clearly state relevant safeguarding requirements. We have a code of conduct, which is approved and endorsed from the highest levels of our organisation that outlines our expectations for behaviour towards children and young people. Our personnel are given a copy of and are required to indicate, in writing that they have read and are committed to the code of conduct.

### **We minimise the likelihood of recruiting a person who is unsuitable**

We have appropriate measures in place to minimise the likelihood that we will recruit a person who is unsuitable to work / volunteer with children or young people. We have recruitment procedures that ensure:

- Our safeguarding commitment is communicated to potential applicants for positions
- Face-to-face interviews are held which includes safeguarding-related questions
- Two professional reference checks are undertaken
- Screening checks are undertaken, including identity, criminal record, working with children checks and qualification checks.

### **Induction and training is part of our commitment**

We provide all new personnel with information during their induction about our commitment to Safeguarding including our Safeguarding Children Policy Statement, practice and behaviour code of conduct and child abuse reporting policy. We have a process for ensuring all of our personnel that have a direct role in working with children and young people complete Safeguarding Children training. We support ongoing education and training for our personnel to ensure safeguarding information is provided in an ongoing way.

### **We encourage the involvement of children, young people and their parents**

We involve and communicate with children and young people, and their families in developing a safe, inclusive and supportive environment. We provide information to children and their carers (such as brochures, posters, handbooks, guidelines) about:

- Our commitment to safeguarding children and their rights
- The behaviour we expect of our personnel and of themselves
- Our policy about responding to child abuse

We have processes for encouraging two-way communication with children and families. We seek their feedback and have a process for responding. We respect diversity and seek to facilitate effective communication and involvement.

### **Our employees, contractors and volunteers understand their responsibility for reporting child abuse**

Our policy for responding to child abuse is approved and endorsed from the highest levels of our organisation. The policy states that:

- Employees must immediately report abuse or neglect and any concerns with policies, practices or the behaviour of employees.
- Employees must meet any legislated mandatory reporting requirements
- Employees must follow a specified process when reporting abuse or neglect including who will receive reports
- Failure to report is serious misconduct.

Our employees are given a copy of and have access to the policy and understand the implications of the policy for their role. We document any allegation, disclosure or concern regarding child abuse and monitor responses to all allegations, disclosures or concerns.

### **We maintain and improve our policies and practices**

We are committed to maintaining and improving our policies, procedures and practices to safeguard children and young people from neglect and abuse. We have assigned responsibility for maintaining and improving our policies and procedures to a 'Safeguarding Children Program Coordinator'

We monitor our employees and external providers to ensure appropriate practice and behaviour, and policies are followed. We communicate with our employees to ensure that they understand our policies and that the policies are effective in the work place. We require our employees to disclose convictions or charges affecting their suitability to work with children and young people and we review police record and WWCC checks periodically.

We have reviewed our service delivery to identify and document potential risks to children or young people. We undertake formal reviews, at least annually, to identify and document potential risks to children or young people associated our service delivery. We have a procedure to undertake annual reviews, as part of our ongoing compliance with safeguarding requirements.

## **8. Records and documentation**

We retain records of changes to this document

(See 10. Monitoring and Review).

## **9. Communication**

MCC commits to ensuring our Safeguarding Children and Young People Policy Statement is communicated to:

### **Service users**

- On our website at [www.monash.vic.gov.au/safeguarding-children-and-young-people](http://www.monash.vic.gov.au/safeguarding-children-and-young-people)
- In age-accessible formats for children and young people
- As part of enrolment forms and program information provided to parents and families.

### **All 'involved' employees**

- During recruitment and induction processes (for prospective and new employees)
- On agendas for team meetings
- When there are any updates or changes to this document.

## **10. Monitoring and Review**

This document will be reviewed at least every three years, after consultation. Some circumstances may trigger an early review, including (but not limited to) legislative changes, organisational changes, incident outcomes and other matters deemed appropriate by the CEO or Executive Leadership Team.

We retain records to document each review undertaken. Records may include minutes of meetings and documentation of changes to policies and procedures that result from a review.



Reference	Date	Date Last	Date of Next	ST
				Endorsed by:
				Approved by:

## 11. Supporting Resources

- 2.2 Safeguarding Children and Young People: Personnel Practice and Behaviour Guidelines
- 6.1 Responding to Child Abuse Reports and Allegations Policy
- 3.1 Safeguarding Children and Young People: Recruitment and Screening Requirements
- 4.5 Safeguarding Children and Young People: Induction and Training Requirements
- 3.2 Working with Children Checks
- 7.9 Safeguarding Children and Young People Annual Review Process.

### Appendix 1: Definitions

Term	Definition
Aboriginal child	A person under the age of 18 who: <ul style="list-style-type: none"> <li>4 Is of Aboriginal or Torres Strait Islander descent</li> <li>5 Identifies as Aboriginal or Torres Strait Islander, and</li> <li>6 Is accepted as Aboriginal or Torres Strait Islander by an Aboriginal or Torres Strait Islander community.</li> </ul>
Children from culturally and/or linguistically diverse backgrounds	A child or young person who identifies as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home or because of their parents' identification on a similar basis. <sup>1</sup>
Children with a disability	A disability can be any physical, sensory, neurological disability, acquired brain injury or intellectual disability or developmental delay that affects a child's ability to undertake everyday activities. A disability can occur at any time in life. Children can be born with a disability or acquire a disability suddenly through an injury or illness.

<sup>1</sup> Victorian Government, *Cultural Responsiveness: Guidelines for Victorian Health Services* (2009)  
[http://www.health.vic.gov.au/\\_data/assets/pdf\\_file/0008/381068/cultural\\_responsiveness.pdf](http://www.health.vic.gov.au/_data/assets/pdf_file/0008/381068/cultural_responsiveness.pdf)



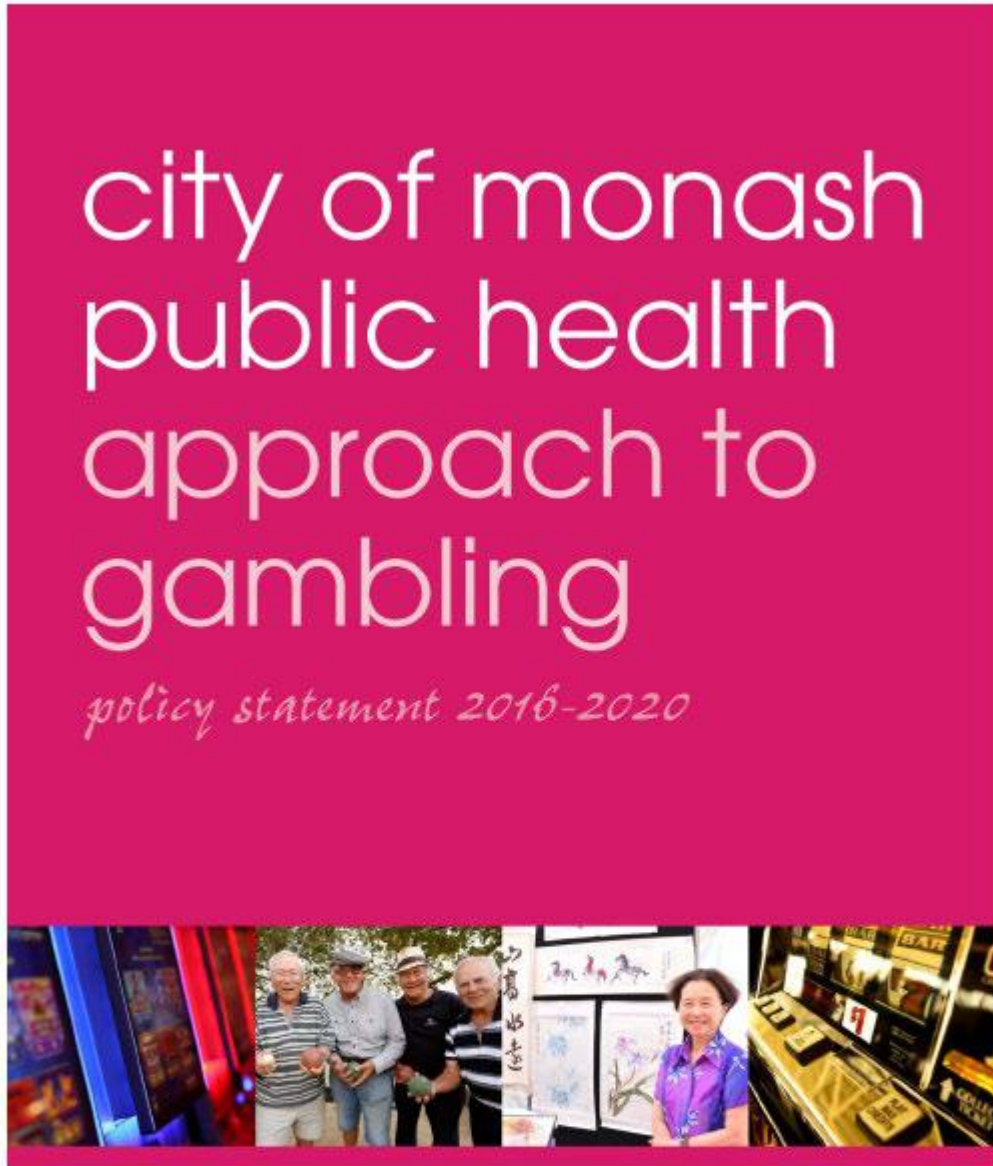
Involved Employees	<ul style="list-style-type: none"> <li>• All employees, contractors and volunteers with direct contact with children or young people, their supervisors and managers</li> <li>• All managers with responsibility for delivering services to children or young people</li> <li>• Anyone involved in dealing with reports or allegations of child abuse or with access to children's or young people's records</li> <li>• The CEO, Directors and Managers.</li> </ul>
Bullying	<p>Bullying involves the inappropriate use of power by one or more persons over another less powerful person or group and is generally an act that is repeated over time. Bullying has been described by researchers as taking many forms which are often inter-related and include:</p> <ul style="list-style-type: none"> <li>• Verbal (name calling, put downs, threats)</li> <li>• Physical (hitting, punching, kicking, scratching, tripping, spitting)</li> <li>• Social (ignoring, excluding, ostracising, alienating)</li> <li>• Psychological (spreading rumours, stalking, dirty looks, hiding or damaging possessions).</li> </ul>
Child or young person	A person under the age of 18 years.
Safeguarding Children and Young People: Personnel Practice and Behaviour Guidelines	Aims to identify and prevent behaviour that may be harmful to children and young people in our programs and community. The Safeguarding Children and Young People; Personnel Practice and Behaviour Guidelines outline what is, and what is not, acceptable behaviour or practice when working with or engaging with children and young people.
Direct role in providing activities, programs and services to children and young people	A direct role is considered one that has contact with children and young people that is not incidental, but normally part of providing a service, program or activity for children and young people. This direct delivery may require regular physical contact and forms of ongoing communication. It may also include oral, written or electronic communication as well as face-to-face and physical contact.
Emotional or psychological abuse	Emotional or psychological abuse occurs when a child does not receive the love, affection or attention they need for healthy emotional, psychological and social development. Such abuse may involve repeated rejection or threats to a child. Constant criticism, teasing, ignoring, threatening, yelling, scapegoating, ridicule and rejection or continual coldness are all examples of emotional abuse. These behaviors continue to an extent that results in significant damage to the child's physical, intellectual or emotional wellbeing and development.
Family Violence	Family violence occurs when children are forced to live with violence between adults in their home. It is harmful to children. It can include witnessing violence or the consequences of violence. Family violence is defined as violence between members of a family or extended family (or those fulfilling the role of family) in a child or young person's life. Exposure to family violence places children and young people at increased risk of physical injury and harm and has a significant impact on their wellbeing and development.

Grooming	<p>Grooming is a term used to describe what happens when a perpetrator of abuse builds a relationship with a child with a view to abusing them at some stage. There is no set pattern in relation to the grooming of children.</p> <p>For some perpetrators, there will be a lengthy period of time before the abuse begins. The child may be given special attention and, what starts as an apparently normal display of affection, such as cuddling, can develop into sexual touching or masturbation and then into more serious sexual behaviour.</p> <p>Other perpetrators may draw a child in and abuse them relatively quickly. Some abusers do not groom children but abuse them without forming a relationship at all. Grooming can take place in any setting where a relationship is formed, such as leisure, music, sports and religious activities, or in internet chatrooms, in social media or by other technological channels.</p>
Harm	<p>Harm to a child, is any detrimental effect of a significant nature on the child's physical, psychological or emotional wellbeing. It is immaterial how the harm is caused. Harm can be caused by:</p> <ul style="list-style-type: none"> <li>• Physical, psychological or emotional abuse or neglect</li> <li>• Sexual abuse or exploitation</li> <li>• A single act, omission or circumstance</li> <li>• A series or combination of acts, omissions or circumstances.</li> </ul>
Neglect	<p>Neglect is the persistent failure or deliberate denial to provide the child with the basic necessities of life. Such neglect includes the failure to provide adequate food, clothing, shelter, adequate supervision, clean water, medical attention or supervision to the extent that the child's health and development is, or is likely to be, significantly harmed.</p> <p>Categories of neglect include physical neglect, medical neglect, abandonment or desertion, emotional neglect and educational neglect. The issue of neglect must be considered within the context of resources reasonably available.</p>
Physical abuse	<p>Physical abuse occurs when a person subjects a child to non-accidental physically aggressive acts. The abuser may inflict an injury intentionally or inadvertently as a result of physical punishment or the aggressive treatment of a child.</p> <p>Physically abusive behavior includes (but is not limited to) shoving, hitting, slapping, shaking, throwing, punching, biting, burning, excessive and physically harmful over training, and kicking. It also includes giving children harmful substances such as drugs, alcohol or poison. Certain types of punishment, whilst not causing injury can also be considered physical abuse if they place a child at risk of being hurt.</p>
Sexual abuse	<p>Sexual abuse occurs when an adult or a person of authority (eg. older) involves a child in any sexual activity. Perpetrators of sexual abuse take advantage of their power, authority or position over the child or young person for their own benefit. It can include making sexual comments to a child, engaging children to participate in sexual conversations over the internet or on social media, kissing, touching a child's genitals or breasts, oral sex or intercourse with a child. Encouraging a child to view pornographic magazines, websites and videos and engaging children to participate in sexual conversations is also considered sexual abuse.</p>

<b>Sexual exploitation</b>	Sexual exploitation occurs when children are forced into sexual activities that are then recorded in some way and/or used to produce pornography. Such pornography can be in the form of actual photos or videos or published on the internet. Exploitation can also involve children who are forced into prostitution.
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Approval Date: 27/12/2017  
Review Date: 27/12/2019  
Version 1.0]

## Annexure F – Approach to Gambling Policy



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## 1. MAYOR GEOFF LAKE'S MESSAGE

When you play pokies, the odds are stacked against you. The pokies play you. While gambling is a legal form of entertainment, the powerful gambling industry seeks to profit from this form of entertainment. Through the use of sounds and lights, losses are disguised as wins and the industry fulfills its goal of making people addicted. More than \$114 million was lost on poker machines in Monash in the 2014/15 financial year. This works out to be an astounding \$313,000 per day! The harms caused by gambling include suicide, depression, relationship breakdown, lowered work productivity, job loss, bankruptcy and crime.



With this policy statement, Council is seeking to even up the odds so our community is no longer taken advantage of. As you will see inside, our Council will continue to be a leader in advocating for state and federal governments to place greater restrictions and regulation on the gambling industry so the industry can no longer target our most vulnerable and disadvantaged communities. We will do this in partnership with other concerned organisations including the Alliance for Gambling Reform (which I am privileged to chair) and the Municipal Association of Victoria.

Our Council will oppose any applications for new poker machines in Monash. We will oppose any relocation of existing Monash poker machines to disadvantaged areas within Monash. We will take a stand against the insidious influence of the gambling industry by ensuring Council no longer holds community events in venues that have poker machines. We will encourage community groups - funded by Council's Community Grants program - to find alternative places to meet, rather than in venues that have poker machines. We will disallow gambling activity, promotion or advertising in Council-owned facilities such as sporting pavilions.

The predatory nature of the gambling industry targets people who may be feeling socially isolated, creating a space where they feel welcome. So, with this statement, we will continue to facilitate free or low cost community activities that have nothing whatsoever to do with gambling. We will support local organisations and groups to undertake initiatives to do with: gambling prevention; raising awareness about gambling and potential harm; de-stigmatisation; encouraging people to seek help; and providing opportunities for community engagement free from gambling.

Our Council is proud to be a statewide leader in pushing for gambling reform and in protecting our community from gambling harms. In taking such a strong stand, we know we have the support and encouragement of the Monash community who time and time again tell us they are concerned about the harms caused by poker machines. More than 10,000 Monash residents pledged their support to the Monash Council led "Enough Pokies" campaign in 2014 and we also received strong support when we put a draft of this policy statement out for community feedback. Indeed, several Monash community members said they would like to see all poker machines removed from our community immediately. Council does not have the power to ban poker machines but we can certainly fight hard to stop their growth and to reduce the amount of exploitation. And we will fight.

### ACKNOWLEDGEMENT OF COUNTRY

Monash Council acknowledges the original custodians of the land known as Monash and pays respect to their elders, past and present.

## 2. INTRODUCTION

Monash Council is committed to supporting its community to lead healthy, happy and thriving lives.

As the closest government to our community, we know that we have an important role to play in promoting and protecting the health and wellbeing of our residents.

Here at Monash we have long been concerned about the proliferation of poker machines in our neighbourhoods and have been a state and national leader in campaigning for action and change.

Whilst gambling is a legal form of entertainment, powerful gambling industries seek to profit from this form of entertainment. At harmful levels it can have significant health, social and economic impacts to individuals, families and communities.

Monash Council's public health position to gambling is to seek reform to the Gambling Regulation Act to place greater regulation and restrictions on the gambling industry, gambling environments and gambling machines which are designed to mislead and profit from individuals. Our position specifically advocates against the targeted concentration of poker machines in Victoria's most vulnerable and disadvantaged communities.

The Policy Statement is poker-machine specific due to Council's decision-making role and influence in planning permits and the opportunity to respond to poker machine licensing applications. Whilst Council does not have direct legislative influence in online gambling and sports betting, it will continue to support action for increased regulation of these environments and will promote gambling-free community spaces and activities in Monash.

This Policy Statement articulates in detail Monash Council's public health position to gambling which will continue to be enacted through leadership, policy, advocacy and community action.





### 3. WHY FOCUS ON POKER MACHINES?

Electronic Gaming Machines [EGMs] – commonly referred to as ‘poker machines’ - are the greatest cause of gambling harm in Australia. 80% or more of those with a gambling problem have it because of their use of poker machines.<sup>1</sup>

This Policy Statement has a specific focus on Electronic Gaming Machines (EGMs) due to Council’s decision-making role in planning permits under the Monash Planning Scheme – and the opportunity for Council to participate in – and choose to make objections to - gaming license applications under the *Gambling Regulation Act 2003*.

Poker machines are a priority focus of Monash Council as the Monash municipality is in the top five local government areas in Victoria for the highest number of gaming venues, poker machines and losses.<sup>2</sup> Monash has consistently opposed increases to the number of poker machines locally. Monash Council is a state leader in advocating for system reform in poker machine licensing and placement, as demonstrated through the Monash Council-led 2014 *Enough Pokies* campaign.<sup>3</sup>

In recent years, Council has also become increasingly concerned about the harms of online gambling environments. Though local government does not have a direct legislative influence in this space, Monash Council will continue to support actions and initiatives which seek to place greater regulation on online gambling environments and sports betting. Where possible, Council will also continue to lead innovative, preventative community initiatives raising awareness about the impacts of online gambling and sports betting.

This Policy Statement closely aligns with our [Council Plan](#) and [Health & Wellbeing Partnership Plan 2013 - 2017](#) both of which prioritise ‘Resilience to Harm from Gambling’ as a major ongoing public health priority of the Monash community.



#### 4. GAMBLING – A PUBLIC HEALTH PRIORITY

##### *I. A public health priority*

Monash Council is one of the few local governments in Victoria to have elevated gambling to the highest level of public health prominence. It is a leading public health priority in Council's *Health & Wellbeing Partnership Plan 2013 – 2017* and *Council Plan 2013 – 2017*. Monash is viewed by the local government sector as a leader and change-agent on this public health issue. A number of Monash Councillors have been - and continue to be - state leaders and lobbyists in campaigning for reform.

As gambling prevention is a leading public health priority of Council, this Policy Statement is a companion document to Council's current *Health & Wellbeing Partnership Plan 2013 – 2027* and the future municipal public health and wellbeing plan, which will be developed once the current plan sunsets in 2017.

Monash Council understands gambling as an evidence-based public health issue which impacts individuals, families and communities. A number of external and deliberate factors play a significant role in this public health issue, with outcomes that can include addiction, significant loss of financial resources, health, social and economic impacts and even suicide.

These external factors include state legislation and poker machine approval processes, concentration of poker machines in vulnerable areas, advertising and accessibility, poorly regulated or unregulated gambling industries and products, and state government revenue from gambling.

##### *II. Council's public health position and action*

Monash Council's public health position to gambling, as prosecuted through the Monash Council-led 2014 *Enough Pokies* campaign, is to seek legislative change to the Gambling Regulation Act. Specific legislative reforms, proposed by *Enough Pokies*, are sought to place greater regulation and restrictions on the gambling industry, gambling environments and high-intensity products, which are designed to mislead and profit. Monash Council strongly opposes the targeted concentration of poker machines in Victoria's most vulnerable and disadvantaged communities.

Monash Council's advocacy makes appeal to the government policy and legislation, settings and environments which facilitate extreme economic losses from individuals and communities and the subsequent health, social and economic impacts.

Council's public health action is dedicated to working with our local Monash community to raise awareness about gambling harm, encourage community ownership, positive action and participation in non-gambling community pursuits, decrease stigma and encourage help-seeking.

##### *III. Council's public health role*

Councils are legislated through the *Public Health and Wellbeing Act 2008* to "seek to protect, improve and promote public health and wellbeing within the municipal district."

Local governments have a responsibility through the *Local Government Act 1989* and the *Public Health and Wellbeing Act 2008* to:

- Examine and respond to the health and wellbeing needs of the community
- Take into account the diverse needs of the local community in decision making

- Advocate the interests of the local community to other communities and governments
- Foster community cohesion and encourage active participation in civic life

Monash Council's role in preventing and reducing the health, social and economic impacts of gambling, is fulfilled through a number of mechanisms. These are:

- Political and community leadership and advocacy
- Evidence-based and innovative public health policy, prevention, programs and awareness
- High-profile political and media campaigns
- Choosing to participate in and oppose local venue applications to establish or increase poker machines
- Seeking external funding to enable public health programs in this space
- Community engagement and capacity-building
- Statutory planning
- Supporting and partnering with community and service sector stakeholders working in the field of gambling research, prevention and treatment
- Action-based, community and state partnerships
- Gambling research and data collection
- Making submissions to gambling-specific state and federal government reviews and public enquiries
- Providing clear and transparent information to our organisation and community on our local Monash gambling statistics and help services available

#### *IV. 'Responsible gambling' – Council's position*

Council rejects the rhetoric of 'responsible gambling', which seeks to shift the responsibility from the industry and the harmful product, to the individual. This language deliberately hides the predatory conduct of the gambling industry, state participation in profiting from poker machine revenue and the harmful gambling environments which lead individuals to gamble.

Australia's lead academic in critical gambling studies, Dr Charles Livingstone (Monash University), has referred to 'responsible gambling' as a 'carefully structured, elastic and goalless term' which 'transfers responsibility for gambling problems to end users rather than those profiting from the dangerous product.'<sup>4</sup> Council is in support of this position.

## 5. PURPOSE OF POLICY STATEMENT

It is the intent of the Policy Statement [the Statement] to provide a clear, consistent and decisive position on Council's public health position to gambling.

The Statement is evidence-based and informed by the Monash community who have participated and engaged in Council's gambling community consultation and action over recent years, including

- 2012: Monash in Four Survey (2012)
- 2013: Landmark research and municipal-wide consultation 'Impacts of Problem Gambling in the City of Monash'
- 2014: 10,000+ Monash community residents who pledged their support to the Monash Council-led 2014 *Enough Pokies* campaign
- 2014 – 2017: *Clayton CANVAS* local gambling harm prevention program (2014 – 2017)

The Statement outlines nine policy priorities for Council to advance its public health approach to gambling.

These are:

1. Electronic Gaming Machines [EGMs] – poker machines – in Monash
2. Gambling as a Public Health Priority
3. Political Leadership & Advocacy
4. The Use of Council Resources and Facilities for Gambling Purposes
5. Gambling-Free Community Activity
6. Community Consultation
7. Partnerships
8. Funding
9. Research, Monitoring and Evaluation

These policy priorities are detailed on pp. 13- 18.



## 6. THE FACTS & STATS – AUSTRALIA, VICTORIA & MONASH

### *i. AUSTRALIA*

- Poker machines are the greatest cause of gambling harm in Australia. 80% or more of those with a gambling problem have it because of their use of poker machines.<sup>3</sup>
- In 2013 – 2014, Australians lost \$11 billion dollars to the poker machines.<sup>5</sup>
- Australia has rapidly become the poker machine capital of the world with five times machines per capita than the USA. Australia has 20% of the worlds' poker machines, despite having less than 0.3% of global population.<sup>7</sup>
- Australians are believed to spend more per person on gambling than any other country in the world.<sup>8</sup>
- As at 2014, Australia was estimated to have 199, 829 poker machines.<sup>9</sup>
- A Productivity Commission report on gambling in 2010 was clear that gambling leads to financial, family and psychological problems, including crime and suicide. It stated that Australia's 115,000-plus problem gamblers – who are mainly low-income earners – lose a disproportionate amount of money, contributing to 40% of the total cash put into poker machines.<sup>10</sup>
- Amongst people who use poker machines regularly, 30% have some level of gambling problem – half of these very serious.<sup>11</sup>
- People who experience gambling harm typically spend more than \$25,000 or more per year on gambling, money diverted from other more important uses, often including mortgage payments or rent.<sup>12</sup>
- Gambling is associated with mental and physical health issues, financial difficulties including bankruptcy, divorce, separation, neglect of children and in severe cases, suicide. Poker machine expenditure is also associated with increased crime rates, including crimes of violence.<sup>13</sup>
- 115,000 Australians are directly and seriously harmed by gambling.<sup>14</sup>
- For every person directly harmed by gambling, between 5 and 10 friends, family and others, including employers, are also affected.<sup>15</sup>
- 400 suicides a year are attributed to gambling.<sup>16</sup>
- 70% of Australians believe that gambling should be more tightly controlled.<sup>17</sup>

### *ii. VICTORIA*

- Each year, over \$2.5 billion is lost to poker machines across Victoria. That's almost \$7 million per day out of the pockets of Victorians and into gaming machines.<sup>18</sup>
- Approximately 12% of Victorian state government tax revenue is derived from poker machine losses. Every year the state budget receives a significant windfall from poker machine losses, with more than \$1 billion in taxes.<sup>19</sup>
- Victoria's poker machines are concentrated in areas of social and economic disadvantage. These are communities which can least afford to carry the burden. More poker machines attract a higher level of gambling, and greater damage to the lives of those already struggling.<sup>20</sup>
- Across metropolitan Melbourne, our most disadvantaged municipalities have the highest density of poker machines. This is a deliberate strategy of the gambling industry. Concentrating poker machines in this way guarantees that social space will be saturated with poker machines. Because poker machines are carefully designed to be addictive, many people will end up spending far too much money on them. Municipality-wide and suburb-wide analysis can often disguise or understate the real impacts on a local area.<sup>21</sup>
- The City of Greater Dandenong, which is the most disadvantaged metropolitan local government area, has 8.4 EGMs (poker machines) per 1000 people respectively. Melbourne's two least disadvantaged metropolitan municipalities, Boroondara and

Nilumbik have 1.5 and 1.6 machines per 1000 people respectively. In Greater Dandenong, each adult spends on average \$984 per year on poker machines. In Boroondara, that amount is \$140.<sup>22</sup> These numbers make clear that our most vulnerable communities, with the least to spend, are faced with more machines and are spending much more money than our wealthier communities.<sup>23</sup>

- In Victoria, only 2% in every dollar lost on poker machines is donated back to community groups.<sup>24</sup>

### iii. MONASH

Council remains deeply frustrated and concerned about having some of the largest numbers of poker machines of any municipality in the state and the highest concentration of machines in our most disadvantaged communities. Council's concern is particularly for those most vulnerable in our community who can least afford to carry the burden of addiction to high-intensity machines that are designed only to profit.

- Monash is in the top five local governments areas in Victoria of highest number of gaming venues, poker machines and losses.<sup>25</sup>
- There are 15 gaming machine venues in Monash with a total of 957 poker machines across the municipality. This equates to 6.34 machines per 1,000 adults.<sup>26</sup>
- Million of Monash community dollars are lost to local poker machines each year and the detrimental impact to the health and wellbeing of our local residents, families and community is rife.
- In the 2014 – 2015 financial year, \$114 million dollars was lost to poker machines in Monash, the fourth highest losses in any Victorian Council area.<sup>27</sup>
- A staggering \$313,000 is lost each day to poker machines by the Monash community.<sup>28</sup>
- Regional cap: parts of the Monash community are currently subjected to a Regional Gaming Machine cap of 623 Electronic Gaming Machines [EGMs] (as set October 12, 2006 by the Victorian State Government). Suburbs covered by the regional cap include Ashwood, Chadstone, Hughesdale, Huntingdale, Oakleigh, Oakleigh East, Oakleigh South, Clayton, Notting Hill and Mulgrave. Venues in suburbs affected by the municipal cap include the Clayton RSL, Foresters Arms Hotel, Leighoak, Matthew Flinders Taverner, Monash Hotel, Oakleigh Junction Hotel, the Vale Hotel, Vegas at Waverley Gardens and the Village Green Hotel.<sup>29</sup>
- Municipal cap: a municipal cap of 770 EGMs is applied to parts of the Monash municipality not covered by the regional cap ( as set September 10, 2012 by the Victorian State Government).<sup>30</sup>
- Municipality-wide and suburb-wide analysis can often disguise or understate the real impacts on a local area. For example, Council's 2013 '*Impacts of Problem Gambling in the City of Monash*' research identified Clayton as a particularly vulnerable suburb to gambling-related harm in Monash due to the following factors:
  - Clayton has one of the highest-earning poker machine venues in the state – L'Unico Hotel
  - Clayton has an estimated above-Victorian-average rate of moderate-risk and significant-risk of people harmed by gambling
  - Clayton has a very high density of EGMs per adult population – 11.6 per 1,000 adults – nearly twice the Victorian average of 6.1 per 1,000 adults
  - Clayton has a relatively higher level of disadvantage when compared to other local areas in Monash, according to the SEIFA index of disadvantage (score of 971.8).
  - Clayton has the highest percentage of people speaking a language other than English at home and the highest percentage of unemployment in Monash. A large percentage of at-risk groups to gambling harm reside in Clayton including Chinese and Punjabi-speaking community members, international students and young people.<sup>31</sup>

Please see Appendix 1 City of Monash Gaming Machine Data 2014 – 2015 for further information



## 7. VICTORIA'S REGULATORY ENVIRONMENT

### *i. Poker Machine Licensing*

Councils do not authorise poker machine licensing. The State Government body - the Victorian Commission for Gambling & Liquor Regulation (VCGLR) - is the decision-making authority on poker machine licensing. Applications for new poker machine licenses, or increases to existing



poker machine licenses, go before the VCGLR, and in some cases the Victorian Civil and Administrative Tribunal (VCAT), when Councils escalate decisions made by the VCGLR.

The current regulatory framework for poker machines and gambling provides little protection to Victoria's most vulnerable. It is of critical concern to Monash Council and many Victorian Councils that the major gaming operators are increasingly targeting and exploiting some of Victoria's most disadvantaged communities with the placement of their poker machines.<sup>32</sup> As exposure to poker machines is a key determinant in greater gambling activity, placing pokies in socially and economically disadvantaged communities poses a significant public health threat.<sup>33</sup> Evidence finds that the greater the numbers and concentration of poker machines in a particular area, the higher the levels of gambling and damage to the lives of those already struggling.<sup>34</sup>

Victorian councils are severely disadvantaged when it comes to poker machines licensing with the current system of approval heavily favouring the applicant.<sup>35</sup> Between July 2007 and June 2014, 132 out of 142 poker machine applications were approved by the VCGLR.<sup>36</sup> That is a 94% success rate for venues increasing poker machines in their local community. These 132 approved applications allowed an additional 2,867 poker machines into Victoria.<sup>37</sup>

The current system discourages councils from objecting to poker machine licensing applications. Between 2008 and 2014, of the 68 instances where councils opposed the application, on only eight occasions was the council successful – a failure rate for councils of 88%. This means that the success rate of the applicant is almost the same, whether local councils oppose it or not.<sup>38</sup>

It costs councils up to \$100,000 each time they oppose an application, win or lose – this is ratepayers' money that is in great demand for use elsewhere. A successful applicant quickly recoups their application costs and legal fees through an operational poker machine.<sup>39</sup>

In recent years a number of councils have chosen not to lodge objections and/or appear at VCGLR hearings. This is due to the adversarial nature of the system and the growing evidence that Victorian Councils are fighting an impossible and losing battle.<sup>40</sup>

It is of great concern to Monash Council that local government is virtually powerless to influence the poker machine licensing system that heavily favours the applicant and appears to be a willing collaborator in the targeted concentration of poker machines in Victoria's most vulnerable communities.

#### *ii. Community Benefit*

In its decision-making, the VCGLR needs to be satisfied that the 'net economic and social impact of the poker machines application will not be detrimental to the wellbeing of the community'.<sup>41</sup> The State Government's position that poker machines stimulate economic activity and deliver community benefit to the local community<sup>42</sup> is in deep contrast to what Councils and communities experience on the ground.

Monash Council argues that the way 'community benefit' of poker machines in local communities is currently assessed is flawed, vague, subjective and unfairly provides advantage to an applicant over a council or a community opposed to an application.<sup>43</sup> In Victoria, only 2% in every dollar lost on poker machines is donated back to community groups.<sup>44</sup> Venues are currently claiming extra parking, refurbished bar-rooms and minor community donations as a 'community benefit'. One venue in Melbourne attempted to claim a 'donation' to a school no longer in operation as an offset to install more poker machines.<sup>45</sup>

#### *iii. State Government Revenue*

State and territory governments rely heavily on gambling tax for revenue, despite it being a major public health issue.<sup>46</sup> Large spending programs of state and territory governments, including hospitals, schools and infrastructure, leads governments to source revenue where they can. Gambling tax revenue is a lucrative avenue.<sup>47</sup> Due to this, Government policy on gambling is severely compromised.<sup>48</sup>

Local government concern about the social harm to communities caused by poker machines increasingly puts councils at odds with state government, which rely heavily on taxes and licence fees paid by the gambling industry.<sup>49</sup>

### MONASH COUNCIL'S LEADERSHIP

Monash Council is regarded as a state-wide leader and expert in gambling advocacy, research, evidence-based community health promotion and prevention programs and has led campaigns including *Enough Pokies* (2014), Clayton CANVAS program (2014 – 2017), undertaken breakthrough research through the *2013 Impacts of Gambling in the City of Monash* and has contributed to the formation of the national *Alliance for Gambling Reform* (2015 onwards). Monash has consistently opposed increases to the number of poker machines locally.

Monash is proud of the political leadership, courage and advocacy our Council leaders have continued to take on this issue, in representing the views of our community and in advocating to the state and national government for improved regulations to control and reduce the detrimental impact of poker machines in our most vulnerable communities.

Most importantly, Council is motivated by our local community who continue to show their commitment to preventing gambling harm throughout our municipality. In 2014, an unprecedented 10,000+ Monash community groups and residents pledged their support to the *Enough Pokies* campaign. The Clayton CANVAS local gambling prevention program continues to attract unparalleled community engagement and ownership of community-led positive solutions and activities free from gambling harm.



iv. TIMELINE OF COUNCIL'S LEADERSHIP – MAJOR HIGHLIGHTS



v. POLICY STATEMENT

It is the intent of the Policy Statement [the Statement] to provide a clear, consistent and decisive position on Council's public health position on gambling.

The Statement outlines nine policy priorities for Council to advance its public health approach to gambling.

These are:

1. Electronic Gaming Machines [EGMs] – poker machines – in Monash
2. Gambling as a Public Health Priority
3. Political Leadership & Advocacy
4. The Use of Council Resources and Facilities for Gambling Purposes
5. Gambling-Free Community Activity
6. Community Consultation
7. Partnerships
8. Funding
9. Research, Monitoring and Evaluation

These policy priorities are to be applied to all relevant Council activity and decision-making with whole-of-Council ownership.



#### POLICY PRIORITY 1: Electronic Gaming Machines [EGMs] – poker machines - in Monash

- 1.1 All planning decisions and advice relevant to gambling matters will be made in accordance with this Policy Statement and the relevant provisions of the amended Monash Planning Scheme:
- Clause 52.28 'Gaming'
  - Clause 21.06.2 'Activity Centres'
  - Clause 21.06-3 'Activity Centres – Objectives, strategies and implementation'
- Monash Planning Scheme: <http://planningschemes.dpcd.vic.gov.au/schemes/monash>
- 1.2 Council will advocate for a continuation of the current maximum municipal cap of 770 EGMs\* in the municipality and will oppose any increase to that number or the inappropriate relocation of existing machines to areas that are considered vulnerable according to the SEIFA index of disadvantage
- 1.3 Council argues that further reduction of EGM caps across Victoria is required to address the alarming and increasing density and concentration of EGMs in disadvantaged communities. The current caps should be extended to limit the number of EGMs able to be located within a suburb or neighbourhood of below average SEIFA score so that the number of EGMs in these areas are equal to or less than the state-wide average of EGMs per 1,000 adult population<sup>30</sup>
- 1.4 Council will oppose any applications to the VCGLR for new EGMs licences, increases in EGMs or transfer of EGMs
- 1.5 Council will not support any application for EGMs on Council owned or managed land
- 1.6 Council will actively discourage and oppose any increase in the number of EGMs, density of EGMs or numbers of gaming venues in areas with high concentrations of people most at-risk of gambling
- 1.7 Council will request a Social Impact Assessment (SIA) for all planning applications involving EGMs
- 1.8 Council will use evidence to support advocacy and decision-making regarding EGMs in the Monash community
- 1.9 Council will provide public notice to the community when there is an application for new EGMs licences, an increase in or transfer of EGMs
- 1.10 Subject to timelines and resourcing, Council will seek community views on EGM licencing applications to the VCGLR
- 1.11 Council will consider providing adequate resourcing to representation at the VCGLR and subsequent representation at VCAT hearings, if required
- 1.12 Council will request that all venue operators make a financial contribution to services and agencies that address the impacts of gambling in the Monash community, for example Gambler's Help, community health or neighbourhood houses services



1.13 Council's Health Promotion, Community Planning & Development and Statutory Planning departments will collaborate and share expertise on all planning applications involving EGMs

1.14 Council will ensure that all gaming venues adhere to the conditions in their planning permits and will advocate to the VCGLR if conditions are not being met

1.15 Council will provide support to surrounding municipalities' submissions to the VCGLR and VCAT by a letter detailing Council's Policy position on EGMs

\*The maximum permissible number of gaming machine entitlements only applies to the part of the municipal district not covered by a regional cap.<sup>31</sup>

#### **POLICY PRIORITY 2: Gambling as a Public Health Priority**

2.1 Council will continue to elevate gambling to the highest level of public health prominence. Gambling will be addressed as a major public health priority in Council's future Council Plans, Municipal Public Health & Wellbeing Plans, Municipal Strategic Statement, Monash Planning Scheme and Gambling Policy Statements

2.2 Council recognises that whilst gambling is a legal form of entertainment, powerful gambling industries seek to profit from this form of entertainment. At harmful levels, gambling can have significant health, social and economic impacts to individuals, families and communities

2.3 Council's public health position to gambling recognises that there are external and deliberate factors that contribute to individual and community harm from gambling. These include state legislation and poker machine approval processes, concentration of poker machines in vulnerable areas, advertising and accessibility, high-intensity product design, poorly regulated or unregulated gambling industries and state government revenue from gambling

2.4 Council will continue to seek reform to the Gambling Regulation Act to place greater regulation and restrictions on the gambling industry which seeks to mislead and profit from individuals

2.5 Council policy, action and advocacy will be informed by evidence-based public health and wellbeing research and policy

2.6 Council's public health action in gambling will be dedicated to working with the Monash community to raise awareness about gambling harm, encourage community ownership, action and participation in non-gambling community pursuits, decrease stigma and encourage help-seeking

2.7 Council will maintain independence from the gambling industry. Council will not accept financial contributions from gambling venues and will not promote community grants or initiatives offered by local poker machine venues

2.8 Council rejects 'responsible gambling' rhetoric, which seeks to shift the responsibility to the individual. This language deliberately hides the predatory conduct of the gambling industry,

state participation in profiting from gambling revenue and the harmful gambling environments which lead individuals to gamble

- 2.9 Council will consciously use public health language in communicating gambling messages. Language including 'responsible gambling' and 'problem gamblers' will not be used by Council due to the notion that the responsibility or problem lies with the individual. 'Problem Gambler' is to be replaced with 'People harmed by gambling.' 'Pokie players' is to be replaced with 'poker machine users.' 'Pokie venues' is to be replaced with 'Poker machines operators' or 'Gambling industry' and 'Gambling expenditure' is to be replaced with 'gambling losses' or 'money taken.'
- 2.10 Council's public health mandate will be to protect those most vulnerable to the social, health and economic harms of gambling
- 2.11 Council will promote a range of non-gambling social, cultural and recreational opportunities in Monash to promote engaged, active and healthy lifestyle choices

### POLICY PRIORITY 3: Political Leadership and Advocacy

- 3.1 Council will continue to advocate for the proposed legislative amendments to the *Gambling Regulation Act* prosecuted through the Monash Council-led 2014 *Enough Pokies* campaign. The Municipal Association of Victoria [MAV] has been given the mandate to take these proposed reforms to the State Government to be enacted. Council will support the MAV in this action. The proposed legislative amendments are:

1. Remove 'fostering competition' as an excuse for more machines and require the VCGLR to judge that an area already has enough pokies  
Section 3.1.1  
There are two amendments here. One is intended to remove the provision about fostering competition, in order to permit the Commission to decide that an area already has enough EGMs and that no more are required. The second is to require the Commission to decide whether the EGM facilities in the area are sufficient to meet the needs of those who gamble without hurting themselves or others
2. Allow the Commission enough time to make the right decision  
Section 3.3.8  
This amendment is to remove the obligation from the Commission to make decisions within 60 days – this is likely to allow for more reflection on applications and give the Commission more room for better decisions.
3. Allow councils enough time to develop comprehensive submissions  
Section 3.3.6  
This amendment is to allow the responsible authority (local councils) 90 days for submission regarding EGM applications, on the basis that they use their best endeavours to complete the application within that time
4. A stronger requirement for the Commission to take council submissions into account  
Section 3.3.7 (3)  
This amendment is to require the Commission to 'have regard to' rather than 'consider' any submission by the responsible authority. The effect of the change is to increase the extent to which the Commission must take the submission into account in determining the application.

**5. Make the applicant meet social and economic impact tests**

**Section 3.3.7 (1)**

This amendment is to require the Commission to be satisfied by the applicant that the economic and social impact test has been met, thus placing the onus on the applicant to demonstrate this.

**6. Only grant applications that benefit the community**

**Section 3.3.7 (1) (c)**

This amendment is to modify the social and economic impact test to require the effect of the application to be beneficial to the local community.

**7. Consider the specific community, not just a municipality-wide approach**

**Section 3.3.7 (4)**

This amendment is to require the Commission to have particular regard to the social effects of the application on the immediate vicinity of the venue – not just the ‘municipal district’

- 3.2 While online gambling and sports betting is outside the remit of local government jurisdiction Council will advocate to the state and federal government for increased research, data collection, regulation and preventative interventions for these types of gambling
- 3.3 Council will make submissions to State and Commonwealth enquiries on gambling and meet with government and gambling industry representatives, where possible and appropriate, to represent the interests of the local government sector and Monash community

**POLICY PRIORITY 4: The use of Council Resources and Facilities for Gambling Purposes**

- 4.1 Council will not support any application for EGMs on Council owned or managed land
- 4.2 **Gambling advertising and gambling activity:**
- 4.2a. Through its Leasing and Licensing Policy, Council will not permit gambling activity, promotion or advertising in Council-owned facilities. This pertains to sports betting, online gambling and poker machines
- 4.2b. Council will not permit community groups or sporting clubs to advertise or promote gambling-related activity at local venues or via online gambling agencies
- 4.2c. Council will encourage sporting clubs to promote Gambler’s Help services in their facilities to patrons
- 4.3 Council staff will not run Council and community events, activities, programs and social outings in venues that have EGMs
- 4.4 Through the Monash Community Grants Program, Council will not fund community groups who meet in venues that have EGMs
- 4.5 Council will not provide community grants, funding, sponsorship, Council facilities, publicity or promotion for community groups/organisations that promote gambling. All relevant Council guidelines will align with this policy position

- 4.6 Council will not support community groups participating in gambling activity and will seek to increase the awareness of community groups to the harms of gambling through information provision and referral to non-gambling community activities and services
- 4.7 Council will not assist in promotion, administrative support, committees or co-facilitation of community grants offered by local gambling venues
- 4.8 Council urges community groups and clubs to assess its sources of external funding and consider not taking funding from local poker-machine venues due to their significant revenue from poker-machine gambling losses
- 4.9 Council has the right to block and filter internet accounts across its services to ensure computers are not being accessed for gambling activity by staff and community

#### POLICY PRIORITY 5: Gambling-Free Community Activity

- 5.1 Council will continue to be a state-wide leader and innovator in gambling harm prevention community programs including the 2014 – 2017 *Clayton CANVAS* gambling harm prevention project
- 5.2 Council will promote gambling support services and programs on its website, through networks and via publications
- 5.3 Council will promote alternative activities (and where possible low cost activities) to gambling that are available in Monash. Information will also be made available in key languages
- 5.4 Within existing resources, Council will aim to increase staff awareness and understanding through training and cross-departmental collaboration about the harms of gambling, the support services available and alternative social and recreational pursuits to gambling
- 5.5 Council will promote non-gambling activities and facilities through Council programs, services, infrastructure development and publicity
- 5.6 Council will support local organisations and groups to undertake initiatives aimed at gambling prevention, raising awareness about gambling and potential harm, de-stigmatisation, help-seeking avenues and opportunities for community engagement free from gambling

Council's Upcoming Events listing: <http://www.monash.vic.gov.au/Leisure/Upcoming-Events>

#### POLICY PRIORITY 6: Community Consultation

- 6.1 Council will communicate and consult with, where possible, the Monash community of local gambling statistics, preventative programs, community consultations, policies, campaigns, strategies and opposition to applications for EGM licences

- 6.2 Council will ensure that the community is notified through the Council website of all planning applications related to EGMs and provide opportunities for comment, if timelines allow
- 6.3 Council will include copies of all gaming related submissions it makes on the Council webpage
- 6.4 Council will include gambling-related questions in relevant surveys and consultations with community to support policy or program development
- 6.5 Council will annually publish key indicators describing the gambling environment in Monash including gambling losses, EGM numbers, gambling prevalence, gambling venues and health, current public health research and health and wellbeing impacts
- 6.6 Council will engage local, state and national media in its public health activity and communication campaigns around the issue of gambling

#### **POLICY PRIORITY 7: Partnerships**

- 7.1 Council will continue to foster its long-standing, robust partnerships and allegiances with the MAV, VLGA, the Alliance for Gambling Reform, local government sector, the Victorian Responsible Gambling Foundation, Gambler's Help Eastern/EACH, Monash University, Local Government Working Group on Gambling [LGGWG], Link Health & Community and local neighbourhood houses and community groups in the progression of its public health approach to gambling
- 7.2 Within existing resources and where possible, Council will partner with new and existing organisations and campaigns advocating for the prevention of gambling harm
- 7.3 Council will support and promote local and state government services and community groups addressing the harms of gambling through prevention, innovative programs, service provision and treatment

#### **POLICY PRIORITY 8: Funding**

- 8.1 Council will continue to seek external funding opportunities to progress its public health leadership, activity and advocacy in gambling prevention

#### **PRINCIPLE 9: Research, Implementation, Monitoring and Evaluation**

- 9.1 Council will continue to source and maintain accurate data, information and research on poker machines and other forms of gambling for use in the development of policy, submissions, communications and for use as an advocacy tool



- 9.2 Council will continue to monitor regulation and legislation and their impacts at a Federal, State and Local Level
- 9.3 Council supports measures to prevent and/or respond to gambling harm that are evidence-based and likely to be effective in impact
- 9.4 Council will monitor decision-making principles emerging through the VCGLR and VCAT
- 9.5 Where possible, Council will participate in and/or support research undertaken by organisations on the determinants and impacts of gambling environments and gambling, and effective harm prevention and harm minimisation measures
- 9.6 Council will monitor and review Council's policy position on gambling on a regular basis to ensure its currency, appropriateness and effectiveness

#### vi. APPLICATION OF POLICY STATEMENT

It is the intent of the Policy Statement [the Statement] to provide a clear, consistent and decisive position on Council's public health policy approach to gambling. The public health position of the Statement and its nine policy priorities will inform and be applied to all relevant Council planning, policy, programs and decision-making. The Statement is to have whole-of-Council ownership.

The Health Promotion Coordinator will prepare an evaluation report on the implementation of the municipal public health and wellbeing plan (*Health & Wellbeing Partnership Plan 2013 – 2017*) and the companion policy statement documents that sit under it, including the *City of Monash Policy Statement – A Public Health Approach to Gambling 2016 – 2020* and the *Community Safety Framework 2015 – 2020*.

Council will monitor and review Council's policy position on gambling on a yearly basis to ensure its currency, appropriateness and effectiveness.



vii. APPENDICES

Appendix 1 – City of Monash Gaming Machine Data 2014 – 2015



**Reference:** Victorian Responsible Gambling Foundation [Gambling Information Resource Office] 2015, *City of Monash Gaming Machine Data*, Victorian Responsible Gambling Foundation [Website], 2015 – information collated using 2014 – 2015 data from the Victorian Commission for Gambling & Liquor Regulation, accessed 16 December 2015.  
<http://www.responsiblegambling.vic.gov.au/information-and-resources/your-local-government-area>

viii. SELECTED RELEVANT WEBSITES & RESEARCH

**MONASH COUNCIL**

Clayton CANVAS 2014 - 2017

<http://www.monash.vic.gov.au/Services/Health-Safety/Gambling/Clayton-CANVAS>

City of Monash Events

<http://www.monash.vic.gov.au/Leisure/Upcoming-Events>

Council Plan 2013 – 2017

<http://www.monash.vic.gov.au/About-Us/Council/Publications/Council-Plan>

Enough Pokies 2014 Monash Council-led campaign

<http://www.monash.vic.gov.au/Services/Health-Safety/Gambling#enough>

Gambling

<http://www.monash.vic.gov.au/Services/Health-Safety/Gambling>

Gaming Machine Data – City of Monash

<http://www.responsiblegambling.vic.gov.au/information-and-resources/your-local-government-area>

*Impacts of Gambling in the City of Monash* 2013 landmark research

<http://www.monash.vic.gov.au/Services/Health-Safety/Gambling#research>

Monash Planning Scheme

<http://planningschemes.dpcd.vic.gov.au/schemes/monash>

Monash Health & Wellbeing Partnership Plan 2013 – 2017 (municipal public health and wellbeing plan)

<http://www.monash.vic.gov.au/About-Us/Council/Publications/Plans-and-Strategies/Health-and-Wellbeing-Partnership-Plan>

**EXTERNAL**

Alliance for Gambling Reform

<http://www.pokiesplayyou.org.au/>

Australian Gambling Statistics

<http://www.qgso.qld.gov.au/products/reports/aus-gambling-stats/index.php>

Municipal Association Victoria [MAV]

<http://www.mav.asn.au/policy-services/social-community/Pages/gambling.aspx>

*Productivity Commission Inquiry Report 2010 – Gambling*

<http://www.pc.gov.au/inquiries/completed/gambling-2009/report>

*Study of gambling and health in Victoria: findings from the Victorian Prevalence Study 2014*

<http://www.responsiblegambling.vic.gov.au/information-and-resources/research/recent-research/study-of-gambling-and-health-in-victoria>

Victorian Responsible Gambling Foundation – Gambling Information Resource Office (GIRO)

<http://www.responsiblegambling.vic.gov.au/information-and-resources/what-is-the-gambling-information-resource-office>

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- <sup>2</sup> Victorian Responsible Gambling Foundation [Gambling Information Resource Office] 2015, *City of Monash Gaming Machine Data, Victorian Responsible Gambling Foundation [Website]*, 2015 – information collated using 2014 – 2015 data from the Victorian Commission for Gambling & Liquor Regulation, accessed 16 December 2015.
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- <sup>4</sup> Livingstone, C 2013, 'Responsible gambling and the spectacle of the 'problem gambler', *The Conversation*, April 26, retrieved February 29 2016, <http://theconversation.com/responsible-gambling-and-the-spectacle-of-the-problem-gambler-13579>.
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<sup>19</sup> Willingham, R 2015, 'Pokies: Victorian punters lose more than \$2.5 billion', *The Age*, 26 July, retrieved 29 February 2016.

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<sup>21</sup> Enough Pokies 2014, 'Edition 4 – Stop Exploitation of Vulnerable Communities', *Monash Council [Website]*, November 2014, p.2, <http://www.monash.vic.gov.au/Services/Health-Safety/Gambling#enough>, accessed 16 December 2015.

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Annexure G – Schedule of maintenance and manufactures guidelines

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AUSTRALIA

TENNIS INSTALL &amp; MAINTENANCE GUIDE

## Maintenance Schedules

### *Base Inspection*

Generally as synthetic grass can be used in a wide variety of applications, the installation techniques will vary. However, in all cases it is essential to ensure the sub base on which the grass is to be laid is of a high standard. The surface will reflect any deficiencies in the sub base. Bumps and lumps on the sub base will be repeated in the surface. Similarly, "bird baths" in the sub base will allow water to pond on the surface.

Hard surfaces such as concrete or asphalt with cracks and "bird baths" will need to be treated with an appropriate filling compound.

### *Joining Tape & Adhesive*

When installing the surface, seam joins are achieved by the use of special polypropylene woven tape and all weather adhesives.

The adhesive is applied to poly tape as per instructions on adhesive drum and when the adhesive take up time is reached the turf is applied to tape.

Any variations to the following installation instructions may cause on-site problems and/or restrict the issue of warranties.

### *Installation Procedure*

- 1) Dye batches can vary. Unless we advise to the contrary, each roll of the grass when supplied as part of a specific order will be of a compatible dye batch. A contractor/reseller drawing from his own stocks should ensure – BEFORE COMMENCING INSTALLATION – that there is no colour variation between rolls.
- 2) As soon as possible after delivery, packing bands around rolls should be released.
- 3) Rolls are to be rolled out in their approximate position and allowed 30 minutes to relax before cutting (as per layout diagram attached on page 4).
- 4) Carpet and tape should not be adhered to base. (Tensioning by stop nails is an advantage, providing nails are removed from final court).
- 5) Tape will be spread with adhesive to a minimum width of 40cm.
- 6) Seam joins should be slightly loose to avoid peaking (undercut rather than overcut by no more than the stitch row gap).
- 7) All seaming joins should be "hand teased" together, then rolled with a hand roller.
- 8) Only joining tape supplied by FIELDTURF will be used.
- 9) Edges will not be glued down unless instructed otherwise, or at the junction of the two courts.
- 10) Only FIELDTURF adhesive will be used.
- 11) Adhesive will be spread in strict accordance with the manufacturer's instructions as printed on the drum labels – the spread rates and trowel sizes must be adhered to:  
Trowel size: 3.2mm x 3.2mm x 3.2mm V notch  
Coverage: 3-4m<sup>2</sup> per
- 12) Courts are to be sanded as they are being laid, in the following manner:
  - a) Roll out carpet piece and align to chalk line.
  - b) Allow to relax.
  - c) Commence sanding from centre
  - d) Continue to sand out to 300mm-450mm from all edges.
  - e) Cut and glue join.
  - f) Sand joint immediately to avoid any seam peaking, brushing along the grain not across

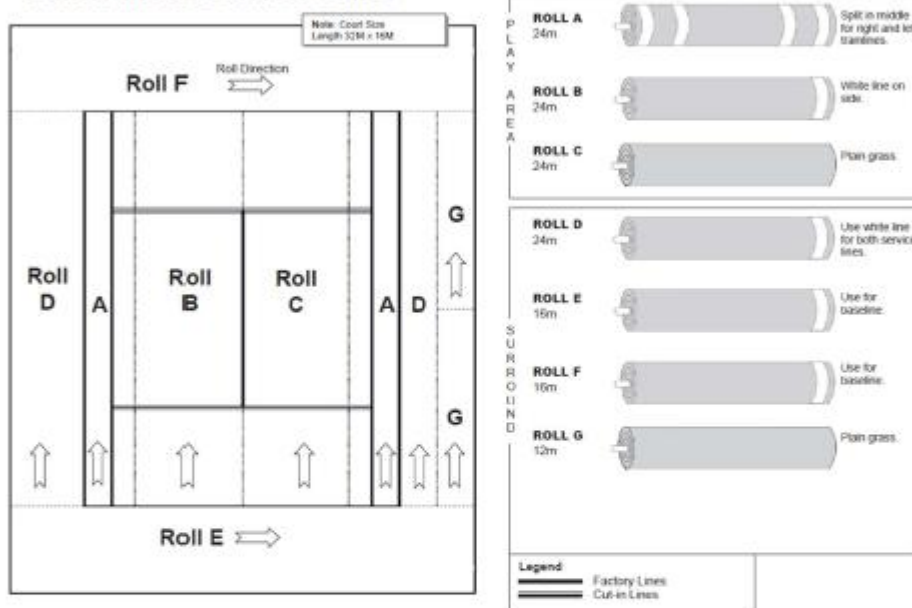
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[feldturf.com](http://feldturf.com)

g) On completion, sand will be topped up and levelled out properly.

- 13) All lines are tufted in with the exception of the service line which should be laid (cut in) last. Lines for service line from extra base and centre lines.
- 14) On completion and before the final sand, all joins should be checked. Refer to page 5.
- 15) NO JOINS SHOULD BE VISIBLE by either a change in pile or too big a cut.

### TENNIS INSTALLATION GUIDE



### Sand Levels

The FIELDTURF tennis products are designed to allow players to play on polypropylene fibre tips, NOT SAND. It is imperative that the final settled level is below the top level of the pile height – the final appearance should be of green polypropylene, not sand.

The surface requires a settling in period during which the sand should compact below the top of the yarn blade and should be maintained at that level for the life of the court.

#### How far below:

Far enough to allow the tips of the polypropylene to flower and touch each other after fibrillation has been completed (approx.1-2mm).

To ensure the sand settles to an even height and distribution, brush weekly with a stiff bristled broom or preferably we recommend the use of one of the specially manufactured court sweepers.

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### Sand Type:

Finer sand should be used and the sieve gradings below should be searched for and found.

Slight variation is acceptable; however, too far either way will produce:

Grain too big – court will be slippery

Grain too small – court will pack down too hard

Mm	Sieve Analysis Pass %	
	Min	Max
2.36	-	-
1.18	-	-
0.850	-	100
0.600	100	99
0.425	95	91
0.300	63	52
0.212	18	11
0.150	1	0
0.106	0	-

If there is any doubt about the sand to be used, a small sample should be submitted to FieldTurf for testing prior to installation.

## MAINTENANCE

### LAYING TO PLAYING

Now that the construction of your new surface has been completed, for the life of the surface you will have one over-riding goal – to have your court looking and playing at its best.

A new sand filled surface requires a settling in period during which the sand compacts below the top of the yarn blade and should be maintained at that level for the life of the court.

The surface is a short pile, dense, fine sand filled system designed for optimum performance tennis play. It provides true ball bounce, good foot traction, and low glare. To ensure and enhance this performance level, regular grooming is required.

### Aim of Grooming

The aim of grooming is to keep the synthetic fibre 'blades' free and open. This will enhance performance and improve drainage through the system. Any displaced sand should be replaced with new clean sand.

The Crowe sweeper or mechanical brooms are helpful tools in the heavier use areas. A lowering of the brush into the fibres will result in a well-groomed finish. This equipment is available through your surface supplier. (Dragging the broom or sweeper in opposite, alternate and parallel directions will give the appearance of mowing lines).

Baseline and tennis coach's pivot areas especially need regular attention and an annual mechanical grooming by maintenance professionals on these areas is necessary.

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## *PREVENTION IS BETTER THAN CURE*

### Foreign matter

Trees are the most common contaminant culprits on tennis courts. Leaves, pine needles, nuts, etc can cause problems, either by blocking your drainage system or forming an algae sustaining nutrient.

There are three methods of removing these items:

1) Leaf rake and shovel

It is hard work and takes time to clean your court but it is an effective cleaning method.

2) A leaf collecting device, such as the Aussie Clean Sweep

You will probably have to use your leaf rake in the corners and along some non smooth edges but the whole operation will take 5 to 10 minutes at most and is by far the simplest method.

3) Mechanical Blowers

Mechanical blowers will blow all of the leaves to one side of the court making it necessary to sweep along one side only with a leaf rake. However, if the blower is used too closely to the surface it may blow sand out.

Clean your court at least weekly and always prior to play as trodden in or broken up leaves/needles are difficult to get out later.

### Water Seepage

Ensure that retaining walls or embankments have their own drainage and do not allow water to either seep or run onto the surface.

### Players

Clean your shoes before entry onto the court. No food or drink, (with the exception of water) should be allowed on the court area.

## *TROUBLE SHOOTING*

### Burns

Burnt areas are unsightly and you may wish to remove them. For superficial burns, carefully clip the pile just below the blackened or melted tips. For large deep burns you may need to replace the area. If so contact either our service department or your contractor.

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### Algae/Moss

If you follow all of the foregoing recommendations, you will dramatically minimise the chances of algae forming. However, quarterly use of anti algae remedies is a must. Algae growth can create slippery conditions if left unattended. Applying an anti algae remedy will help prevent this from occurring.

As the run off from most surfaces ends up in the stormwater system you should check with your local council or water board about the use of chemicals on your surface.

If the court is heavy with algae growth a professional maintenance service is recommended. Contact your surface supplier/manufacturers if you need advice on maintenance or professional service.

Lack of maintenance could contravene your surface warranty.

Should you have any queries that are not covered herein, please contact us for further information.

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### Log Book

Refer to the FieldTurf Handbook for the Care and Maintenance of Synthetic Turf Pitches for information on how to properly maintain your tennis courts and use in conjunction with this log book.

INSTALLATION DETAILS	
Project Name and Address:	
Installation Contractor:	
Product:	
Job Number and Roll Numbers:	

EQUIPMENT REGISTER	
Description	Serial Number

SIGNAGE INSTALLED

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PREFERRED SERVICE PROVIDERS	
Company Name:	
Services Provided:	
Contact Name:	
Phone/Mobile:	

PREFERRED SERVICE PROVIDERS	
Company Name:	
Services Provided:	
Contact Name:	
Phone/Mobile:	

PREFERRED SERVICE PROVIDERS	
Company Name:	
Services Provided:	
Contact Name:	
Phone/Mobile:	

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**SHIFT SAFETY CHECK/REPORT**

Facility Manager..... Week Ending...../...../.....

Groundskeeper.....

<input type="checkbox"/> OK <input type="checkbox"/> FAULT (fill in fault report)	MON	TUE	WED	THU	FRI	SAT	SUN
Inspection of security fence/gate							
Posting of positive/prohibited actions							
Inspection of fixtures and fittings							
Check for algae or moss							
Check for seam separation/rips/tears							
Collection of foreign material i.e. litter, debris							
Sweep up grass, leaves, twigs and cones							
Empty bins							
Inspect/repair minor damage							
Report serious damage or repairs							

Facility Manager..... Week Ending...../...../.....

Groundskeeper.....

<input type="checkbox"/> OK <input type="checkbox"/> FAULT (fill in fault report)	MON	TUE	WED	THU	FRI	SAT	SUN
Inspection of security fence/gate							
Posting of positive/prohibited actions							
Inspection of fixtures and fittings							
Check for algae or moss							
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Collection of foreign material i.e. litter, debris							
Sweep up grass, leaves, twigs and cones							
Empty bins							
Inspect/repair minor damage							
Report serious damage or repairs							

Facility Manager..... Week Ending...../...../.....

Groundskeeper.....

<input type="checkbox"/> OK <input type="checkbox"/> FAULT (fill in fault report)	MON	TUE	WED	THU	FRI	SAT	SUN
Inspection of security fence/gate							
Posting of positive/prohibited actions							
Inspection of fixtures and fittings							
Check for algae or moss							
Check for seam separation/rips/tears							
Collection of foreign material i.e. litter, debris							
Sweep up grass, leaves, twigs and cones							
Empty bins							
Inspect/repair minor damage							
Report serious damage or repairs							

Facility Manager..... Week Ending...../...../.....

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Groundskeeper.....

<input type="checkbox"/> OK <input type="checkbox"/> FAULT (fill in fault report)	MON	TUE	WED	THU	FRI	SAT	SUN
Inspection of security fence/gate							
Posting of positive/prohibited actions							
Inspection of fixtures and fittings							
Check for algae or moss							
Check for seam separation/rips/tears							
Collection of foreign material i.e. litter, debris							
Sweep up grass, leaves, twigs and cones							
Empty bins							
Inspect/repair minor damage							
Report serious damage or repairs							

**MONTHLY CHECK/REPORT**

Facility Manager..... Week Ending...../...../.....

Groundskeeper.....

<input type="checkbox"/> OK <input type="checkbox"/> FAULT (fill in fault report)
Cross brush filled area
Check infill levels

**FAULT REPORT**

Date	Fault Found	Reported By

Date	Service / Repair Details / Recommendations

COMPANY NAME:	SIGNATURE:

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# Annexure H – Certificate of Practical Completion



MR: CF2018055

5 December 2018

Ms Christine Withers  
Turf One  
330 Towts Road  
WHITTLESEA VIC 3757

Dear Ms Christine Withers,

**CONTRACT NUMBER: CF2018055 – CALOOLA RESERVE SYNTHETIC TENNIS COURTS**

I refer to the above contract and advise that this contract reached the stage of Practical Completion on 5 December 2018 and enclosed is the Practical Completion Certificate.

There is a 12 month Defects Liability period for this contract which will expire on the 5 December 2019 subject to an inspection of the works and satisfactory completion of any maintenance issues.

Yours sincerely,

**ANDREW ANDONOPOULOS**  
Manager Capital Works

Enquiries: John Klein on 9518 3747



293 Springvale Road (PO Box 1) Glen Waverley VIC 3150 **Web** [www.monash.vic.gov.au](http://www.monash.vic.gov.au) **Email** [mail@monash.vic.gov.au](mailto:mail@monash.vic.gov.au)  
T (03) 9518 3555 F (03) 9518 3444 **National Relay Service** (for the hearing and speech impaired) 1800 555 660  
**Language Assist** العربية 9321 5480 Ελληνικά 9321 5482 한국어 9321 5484 Русский 9321 5486  
廣東話 9321 5481 Italiano 9321 5483 普通话 9321 5485 Việt Ngữ 9321 5487



**NOTICE OF PRACTICAL COMPLETION**

---

**PROJECT:** CALOOLA RESERVE SYNTHETIC TENNIS COURTS  
**CONTRACT NUMBER:** 2018055  
**DATE:** 5 DECEMBER 2018  
**CONTRACTOR:** TURFONE

In accordance with AS2124 (Clause 42.5), notice is hereby given that on the 5 December 2018 the works on the above mentioned Contract had reached the stage of Practical Completion.

The Defects Liability Period shall commence as from that date and expire on the 5 December 2019 subject to an inspection of the works and satisfactory completion of any maintenance issues.

A handwritten signature in blue ink, appearing to read 'A. Andonopoulos', written over a horizontal line.

Superintendent's Representative: ANDREW ANDONOPOULOS  
Manager Capital Works

**Distribution:** Principal Contractor

**Copy:** Contract File

## Certificate Of Completion

Envelope Id: 8CED3260955E4B3AB4BBB085C487F391	Status: Completed
Subject: Please DocuSign: Final Lease - Lessee to execute.pdf	
Source Envelope:	
Document Pages: 132	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Karen Hayes
Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney	karen.hayes@monash.vic.gov.au
	IP Address: 203.8.22.80

## Record Tracking

Status: Original	Holder: Karen Hayes	Location: DocuSign
30 April 2021   14:57	karen.hayes@monash.vic.gov.au	

## Signer Events

Donald Smith  
otc123@optusnet.com.au  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
FE404794AF8847C...  
Signature Adoption: Pre-selected Style  
Using IP Address: 49.193.220.250

## Timestamp

Sent: 30 April 2021 | 15:02  
Viewed: 02 May 2021 | 21:11  
Signed: 02 May 2021 | 21:25

### Electronic Record and Signature Disclosure:

Accepted: 02 May 2021 | 21:11  
ID: 089b5bc6-5a02-44cc-9c7d-56b39e757714

Peter Splatt  
prsplatt@gmail.com  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
E965B94457D045A...  
Signature Adoption: Pre-selected Style  
Using IP Address: 49.176.12.166

Sent: 02 May 2021 | 21:25  
Viewed: 03 May 2021 | 09:47  
Signed: 03 May 2021 | 09:53

### Electronic Record and Signature Disclosure:

Accepted: 03 May 2021 | 09:47  
ID: 35d92793-9f2b-4f13-a32b-7612e6bc89cb

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	30 April 2021   15:02
Certified Delivered	Security Checked	03 May 2021   09:47

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Signing Complete	Security Checked	03 May 2021   09:53
Completed	Security Checked	03 May 2021   09:53
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tamrae.kerr@monash.vic.gov.au](mailto:tamrae.kerr@monash.vic.gov.au)

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



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- ii. send us an email to [tamrae.kerr@monash.vic.gov.au](mailto:tamrae.kerr@monash.vic.gov.au) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Telstra OBO Monash City Council as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Telstra OBO Monash City Council during the course of your relationship with Telstra OBO Monash City Council.