



Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

Date

Council Licence

Licensed Area: Part Caloola Reserve, 85 Atkinson Street, Oakleigh

Monash City Council

and

Oakleigh Tennis Club Inc

A0012347X

ABN: 62 983 228 103

Monash Council aims to ensure that everyone in the Monash community enjoys the same opportunities, rights and respect, regardless of their gender, sexuality, cultural background, or ability.

Authorised Users are expected to provide a welcoming, respectful and inclusive environment for all. Council will not support community groups participating in activities that promote disrespectful attitudes, norms, behaviours and practices of any kind.

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Council Licence

Dated / /

Parties

The Council

The Licensee

The Parties Agree

1. Definitions

In this Licence, unless expressed or implied to the contrary:

Additional Clauses means the clauses (if any) specified in Item 17.

Building Act means the *Building Act 1993* (Vic).

Building Regulations means the *Building Regulations 2018* (Vic).

Commencement Date means the date specified in Item 7.

Contamination includes any solid, liquid, gas, radiation or substance which makes or may make the condition of the Licensed Area or groundwater beneath or part of the surrounding environment:

- (a) unsafe, unfit or harmful for habitation by persons or animals; or
- (b) unfit for any use permitted under any applicable planning scheme as amended from time to time

or which is defined as such in any Environmental Protection Legislation.

Council means the Council specified in Item 2 and includes the Council's successors and assigns and where it is consistent with the context includes the Council's employees and agents.

Council's Fixtures includes all those fittings, fixtures, and chattels contained in the Licensed Area at the Commencement Date (if any) or installed by the Council during the Term.

Environmental Protection Legislation means any statute, regulation, code, proclamation, ministerial directive, ordinance, by law, planning policy or subordinate legislation, past, present

or future, relating to pollutants and contaminants, use of land, human health and safety or protection of the environment.

Essential Safety Measure has the meaning given to that term in the Building Regulations.

Expiry Date means the date specified at Item 8.

Further Term means the Further Term (if any) specified in Item 15.

GST means GST within the meaning of the GST Law and includes penalties and interest. If under or in relation to the *National Taxation Reform (Consequential Provisions) Act 2000 (Vic)* or a direction given under s 6 of that Act, the supplier makes voluntary or notional payments, the definition of GST includes those voluntary or notional payments and expressions containing the term 'GST' have a corresponding expanded meaning.

GST Law has the meaning given to that term in the *New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Guarantor means the person or persons (if any) specified in Item 4.

Item means an item in the Schedule.

Licence Fee means the amount specified in Item 9 and, if applicable Item 16 as adjusted under this Licence.

Licence Fee Review Date means the date(s) (if any) specified in Item 11.

Licensed Area means the land specified in Item 5 including any buildings on the land and the Council's Fixtures.

Licensee means the Licensee specified in Item 3 and includes the Licensee's successors and assigns and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows on the Licensed Area.

Licensee's Property means all property in the Licensed Area including all alterations, works and fixtures and fittings installed, owned or leased by the Licensee but excluding the Council's Fixtures.

Municipal Emergency or Disaster means any event requiring Council to occupy the Licensed Area, or part thereof, for emergency management or disaster recovery purposes.

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

OHS Law means the OHS Act, the OHS Regulations, and any other occupational health and safety law, regulation or by-law that applies to work being carried out on the Licensed Area.

OHS Regulations means the *Occupational Health and Safety Regulations 2017 (Vic)*.

Principal Contractor means the position of principal contractor referred to in Part 5.1 of the OHS Regulations.

Schedule means the Schedule at the front of this Licence.

Security Deposit means the amount specified (if any) in Item 13.

Security Interest means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009*); and
- (b) any agreement to create or grant any arrangement described in paragraph (a).

Term means the term specified in Item 6 and includes any extension or overholding.

Year means each year of this Licence specified in Items 6 and 16 (the first year commencing on the Commencement Date).

2. Licence

The Council grants a licence to the Licensee to use the Licensed Area in common with the Council and persons authorised by the Council for the Term starting on the Commencement Date.

3. Further Term and Overholding

Not applicable

4. Payments by the Licensee**4.1 Payment of Licence Fee**

The Licensee must pay the Licence Fee to the Council in the manner specified in Item 10.

4.2 Rates and Taxes

4.2.1 The Licensee must pay all rates, taxes (including land tax assessed on the basis that the Licensed Area is the only land owned by the Council) and all other charges and levies separately assessed in connection with the Licensed Area (**Rates and Taxes**).

4.2.2 If the Rates and Taxes are not separately assessed for the Licensed Area, the Licensee must pay or refund to the Council the proportion of the Rates and Taxes that the area of the Licensed Area bears to the total lettable area assessed within 14 days of receipt of a written notice from the Council.

4.3 Services

The Licensee must pay for all services in connection with the Licensed Area including electricity, gas and telephone (**Services**). Where the Licensed Area is not separately metered, the Licensee must at the discretion of the Council either:

4.3.1 pay to the Council the proportion of the charges for the Services that the area of the Licensed Area bears to the total area assessed within 14 days of receipt of a written notice from the Council; or

4.3.2 pay for the cost of installing separate meters to assess the charges for the Services.

5.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 5.4.

5.6 Reimbursements

If this Licence requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

5.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

5.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

5.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Licence:

5.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

5.7.2 any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

6. Adjustment of Licence Fee

6.1 Calculation of Adjustment

In accordance with Item 11 of the Schedule, the Licence Fee is to increase annually subject to the City of Monash's Annual Budget Fees and Charges, Sporting Reserves and Pavilions.

6.2 Payment of the Increased Licence Fee

If an increase to the Licence Fee is specified in accordance with Item 11, the Licensee must pay the increased Licence Fee to the Council on and from the Licence Fee Review Date, and the Licensee acknowledges and agrees that the Council is not required to provide the Licensee notice of the increased Licence Fee.

7. Repairs, Alterations and Damage

7.1 Repairs and Maintenance

The Licensee must:

7.1.1 comply with the Licensee's obligations set out in the maintenance schedule attached to Annexure C (**Maintenance Schedule**). The Maintenance Schedule overrides any inconsistent provision in this Licence;

7.1.2 keep the Licensed Area clean, tidy and in good repair;

7.1.3 keep the Licensed Area in the same condition as they were in at the date the Licensee first entered occupation of the Licensed Area (fair wear and tear excepted) including repairing or replacing anything in the Licensed Area which is damaged or destroyed;

8.4 Not Invalidate Policies

The Licensee must not do anything which may make any insurance effected by the Licensee or the Council invalid or which may increase the insurance premiums. If the insurance premium increases, the Licensee must pay that increase.

8.5 Risk Management Plan

8.5.1 As soon as practicable after the date of this Licence, the Licensee must, at its own cost, prepare a risk management plan for the Licensed Area in a form reasonably approved by the Council (**Plan**).

8.5.2 On each anniversary of the Commencement Date during the Term, the Licensee must review, and if necessary revise, the Plan prepared for the previous year of the term of this Licence.

8.5.3 The Licensee must:

- (a) provide a copy of any Plan prepared pursuant to this clause within 7 days of receipt of a written request from the Council; and
- (b) make any amendments to any Plan provided to the Council pursuant to clause 8.5.3 if reasonably required by the Council.

9. Use of Licensed Area

9.1 Permitted Use

The Licensee must use the Licensed Area for the use specified in Item 12 and must not use the Licensed Area for any other purpose.

9.2 Licensed Area Unoccupied

The Licensee must not leave the Licensed Area unoccupied for a period exceeding 30 consecutive days except where the Licensed Area is vacant land.

9.3 No Warranty

The Council does not warrant that the Licensed Area is suitable for any of the purposes or uses of the Licensee.

9.4 Compliance with Laws

The Licensee must comply with all laws, any requirements of any authority or any Council policy, by-law or regulation in connection with the Licensed Area and the Licensee's use and occupation of the Licensed Area.

9.5 Licences and Permits

The Licensee must maintain all licences and permits required for the Licensee's use of the Licensed Area and obtain the Council's prior written consent before varying any licence or permit or applying for any new licence or permit.

9.6 Security

The Licensee must keep the Licensed Area secure at all times when the Licensed Area is not being used by the Licensee. This includes the securing and closing of all windows, securing of bins and closing of entrances leading to the Licensed Area.

9.7 Signs

The Licensee must seek the prior written consent of the Council before displaying or affixing any signs, advertisements or notices to any part of the Licensed Area where such signs, advertisements or notices are visible from outside the Licensed Area.

9.8 Heavy Equipment and Inflammable Substances

The Licensee must obtain the Council's prior written consent before bringing any heavy equipment or inflammable substances into the Licensed Area except to the extent to which it is consistent with the use of the Licensed Area.

9.9 No Smoking

The Licensee must:

- 9.9.1 not permit any smoking in the Licensed Area; and
- 9.9.2 display 'no smoking' signs in the Licensed Area if requested by the Council.

9.10 Liquor Licence

9.10.1 The Licensee must:

- (a) seek the prior written consent of the Council before applying for any licence or permit under the *Liquor Control Reform Act 1998* (Vic) (licence or permit), or applying for any variation, removal, transfer, surrender or release of the licence or permit or nominating any person to be a licensee or permittee;
- (b) produce the licence or permit to the Council for inspection upon demand;
- (c) comply with any conditions of the licence or permit imposed by the Council;
- (d) comply with all conditions of the licence or permit and all laws relating to the licence or permit;
- (e) not allow the licence or permit to be cancelled or suspended;
- (f) renew the licence or permit and notify the Council in writing within 14 days of the renewal;
- (g) promptly notify the Council in writing if the licence or permit is cancelled or suspended or if the Licensee receives any notice, summons or fine in relation to the licence or permit;
- (h) indemnify the Council for any damages or costs incurred in relation to the licence or permit or a breach of this clause by the Licensee; and
- (i) surrender the licence or permit within 21 days of receiving a written notice from the Council, which the Council may give to the Licensee if the Licensee's use of the Licensed Area is causing or likely to cause a nuisance to local residents.

9.10.2 This clause 9.10 is an essential term of this Licence.

9.11 Gaming Licence

9.11.1 The Licensee must not apply for or hold any licence under the *Gambling Regulation Act 2003* (Vic).

9.11.2 This clause 9.11 is an essential term of this Licence.

9.12 Storage

9.12.1 Where there is more than one licensee, storage space must be negotiated and agreed upon by all licensees;

9.12.2 The Licensee must not store any items in exit areas or in public toilet facilities within the Licensed Area;

9.12.3 At the end of the season, all equipment must be placed into storage to clear facility for incoming Licensee.

9.13 Emergency Entry, Municipal Emergencies and Disasters

9.13.1 The Council may enter the Licensed Area at any time without giving notice to the Licensee in a Municipal Emergency or Disaster.

9.13.2 The Licensee acknowledges that the Council reserves the right to enter and assume control of all or part of the Licensed Area in the event of a Municipal Emergency or Disaster for as long as is reasonably required.

9.13.3 If the Council assumed control of the Licensed Area pursuant to clause 9.13.2, then Council must:

- (a) use reasonable efforts to secure and protect the Licensee's Property;
- (b) return the Licensed Area to the Licensee in the same condition that the Licensed Area were in when Council assumed control of the Licensed Area;
- (c) acting in good faith, pay a reasonable proportion of any rates, taxes or services assessed to the Licensed Area during the period of the Council's occupation of the Licensed Area; and
- (d) reduce the Licence Fee on a proportionate basis during the Council's occupation of the Licensed Area.

9.13.4 The Licensee acknowledges and agrees that under no circumstance will the Licensee hinder the Council's use of the Licensed Area or the Council's ability to respond to or deal with a Municipal Emergency or Disaster.

9.14 Conduct of third party invitees

The Licensee is responsible for the conduct of all people the Licensee allows at the Licensed Area (including without limitation the Licensee's guests, invitees, employees, contractors and agents), and must take reasonable steps to ensure any people it allows at the Licensed Area do not cause a nuisance or interfere with any other person.

10. Licensee's environmental obligations

10.1 Comply with Environmental Protection Legislation

The Licensee must, in its use of the Licensed Area, comply with all Environmental Protection Legislation and any permit, approval, authority or licence issued pursuant to any Environmental Protection Legislation.

10.2 Not permit Contamination

The Licensee must not spill or deposit, or carry out any activities on the Licensed Area which may cause any Contamination, or permit any Contamination to escape in any other way into or on the Licensed Area, drainage or surrounding environment.

10.3 Notify of and clean up Contamination

If any Contamination is found in or near the Licensed Area, or the existing Contamination is exacerbated during the Term, the Licensee must:

- 10.3.1 immediately notify Council, the Environment Protection Authority and any other appropriate Authority;
- 10.3.2 clean up the Contamination to the extent that it has been caused or exacerbated by the Licensee and do everything necessary to minimise harm; and
- 10.3.3 promptly comply with any notice, order, direction or requirement of Council and of any authority in relation to any such Contamination.

10.4 Indemnify Council

In addition to any other indemnity in this Licence, the Licensee indemnifies Council against all claims for damages, loss, injury or death caused by or arising out of or otherwise in respect of any Contamination being spilled, deposited or otherwise escaping into or on the Licensed Area or a breach of this clause by the Licensee.

10.5 Obtain reports, surveys or audits

The Licensee must immediately obtain any reports, surveys or audits which Council may reasonably require to enable Council to determine whether a breach of the terms of this clause has occurred. The Licensee will also pay Council on demand the reasonable costs of any such report, survey or audit which Council may obtain.

11. Release and Indemnity

11.1 Release

The Licensee uses and occupies the Licensed Area at its own risk and releases the Council from all claims resulting from any damage, loss, death or injury in connection with the Licensed Area except to the extent that the Council is negligent.

11.2 Indemnity

The Licensee must indemnify and hold harmless the Council against all claims resulting from any damage, loss, death or injury in connection with the Licensed Area and the use and occupation of the Licensed Area by the Licensee except to the extent that the Council is negligent.

15.4 Termination if Licensed Area required by Council

If, during the term of this Licence, the Council:

15.4.1 wishes to carry out any renovations, additions or alterations to the Licensed Area (or any building owned by the Council which forms part of the Licensed Area), or

15.4.2 requires the Licensed Area for municipal purposes,

then subject to clause 15.5, the Council may terminate this Licence by giving the Licensee no less than 3 months' prior written notice to that effect (**Termination Notice**), and this Licence will automatically terminate on the date specified in the Termination Notice.

15.5 Offer to relocate the Licensee

15.5.1 The Council must not give the Licensee a written notice pursuant to clause 15.4 unless the Council has first used its reasonable endeavours to relocate the Licensee to alternative Council-owned or managed licensed area which are or will be:

- (a) suitable for the Licensee's use; and
- (b) situated in a location which is not less favourable for the conduct of the permitted use of the Licensed Area described in Item 12.

15.5.2 If Council:

- (a) is unable to identify an alternative Council-owned or managed licensed area that meets the above criteria, the Council shall be entitled to give the Licensee a notice pursuant to clause 15.4; or
- (b) is able to identify an alternative Council-owned or managed licensed area that meets the above criteria, any notice given to the Licensee pursuant to clause 15.4 must include an offer to relocate the Licensee to that alternative Council-owned or managed licensed area (and include details of the alternative Council-owned or managed licensed area), and the provisions of clause 15.6 shall apply.

15.6 Licensee's entitlement to refuse to accept relocation

15.6.1 Within thirty (30) days after receipt of a notice under clause 15.4, the Licensee must give the Council a written notice:

- (a) accepting the Council's offer to relocate the Licensee to the alternative Council-owned or managed licensed area specified in the Termination Notice, in which case, clause 15.7 shall apply; or
- (b) rejecting the Council's offer to relocate the Licensee to the alternative Council-owned or managed licensed area specified in the Termination Notice, in which case, this Licence shall automatically terminate.

15.6.2 If the Licensee does not give the Council a written notice within the period referred to in this clause 15.6.1, the Licensee shall be deemed to have rejected the Council's offer to relocate, and in that case, this Licence shall automatically terminate.

15.6.3 The Council may, at any time prior to the date the Licensee gives the Council a written notice pursuant to clause 15.6.1, withdraw the Termination Notice by giving the Licensee written notice to that effect, and if the Council does so, this Licence shall continue as if the Termination Notice had not been given.

15.7 Acceptance of offer to relocate

As soon as practicable after the date the Licensee accepts the Council's offer to relocate to an alternative Council-owned or managed licensed area, the Council must prepare a new licence for the alternative Council-owned or managed licensed area (**New Licence**) and forward the New Licence to the Licensee as soon as practicable. The Licensee acknowledges that the New Licence will be:

- 15.7.1 for the balance of the term of this Licence;
- 15.7.2 on the same terms as this Licence, but with such minor alterations necessary to reflect the change in the Licensed Area; and
- 15.7.3 at the same Licence Fee as this Licence (unless otherwise agreed between the parties),

15.8 Costs of relocation

The parties agree that:

- 15.8.1 the Council shall pay the Licensee's reasonable costs incurred in connection with the execution of the New Licence;
- 15.8.2 the Licensee is not liable to pay any Licence Fee or other financial contributions payable under this Licence whilst the Licensee is reasonably unable to conduct its business as a result of the relocation to, and the fitout of, the alternative Council-owned or managed licensed area. However, the Licensee will be responsible for all fees and charges of the relocated Licensed area from the commencement of the relocation until terminated.

16. Destruction or Damage of Licensed Area**16.1 Reduction in Licence Fee**

If the Licensed Area, or any part of the Licensed Area is destroyed or damaged to the extent that the Licensee cannot use or have access to the Licensed Area (except if the Licensee causes or contributes to the destruction or damage, or the Council's insurer is not legally required to reinstate the Licensed Area because the Licensee caused or contributed to the destruction or damage) then the Council will reduce the Licence Fee by a reasonable amount depending upon the nature and extent of destruction or damage until the Licensee can use or have access to the Licensed Area.

16.2 Reinstatement of Licensed Area

If the Licensed Area, or any part of the Licensed Area is destroyed or damaged, the Council may, within 3 months from the date of such damage or destruction, give notice to the Licensee:

- 16.2.1 terminating this Licence, where the Council considers that the damage or destruction is such that repairing it is impracticable or undesirable; or
- 16.2.2 that the Council will commence reinstatement of the Licensed Area to a condition where the Licensee can use or have access to the Licensed Area.

16.3 Licensee's Right of Termination

- 16.3.1 The Licensee may give written notice to the Council terminating this Licence where:

- (a) the Council does not give notice to the Licensee pursuant to clause 16.2; or
- (b) the Council does not commence reinstatement within 6 months of the date of damage or destruction.

16.3.2 The Council does not have to reinstate the Licensed Area and will not be liable to pay the Licensee any compensation.

16.4 Dispute Resolution

If a dispute arises under this clause, either party may ask the President of the Australian Institute of Valuers and Land Economists Inc (Victorian Division) to nominate a practising member of that Institute to determine the dispute as an expert. The parties will be bound by the determination of the valuer and will share the fees of the valuer equally.

17. Grant of Licence only

The Licensee agrees with the Council that:

- 17.1 the Licensee is not entitled to exclusive occupation of the Licensed Area;
- 17.2 the Council may use, or permit other parties to use, the Licensed Area;
- 17.3 this Licence does not create any estate or interest in the Licensed Area, other than a contractual right;
- 17.4 this Licence does not constitute a lease at law and the Licensee will not claim before a court or tribunal that this Licence constitutes a lease at law; and
- 17.5 in the event that a court or tribunal determines that this Licence is a lease at law, the Council may, at its option, terminate this Licence by written notice to the Licensee.

18. Guarantor

Not applicable

19. General

19.1 Notices

Any notice required to be served under this Licence must be in writing and must be served by post, email or hand delivered to:

- 19.1.1 the Licensee at its address set out in this Licence, the Licensee's registered address, the Licensed Area, or the last known address of the Licensee; and
- 19.1.2 the Council at its address set out in this Licence or any other address notified in writing to the Licensee by the Council.

19.2 Entire Understanding

This Licence contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and

commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

19.3 Waiver

If the Council accepts the Licence Fee or any other monies under this Licence (before or after the end of this Licence) or does not exercise or delays exercising any of the Council's rights under this Licence, it will not be a waiver of the breach of this Licence by the Licensee or of the Council's rights under this Licence.

19.4 Additional Clauses

This Licence is subject to the Additional Clauses. The Additional Clauses override any inconsistent provisions in this Licence.

20. Interpretation

20.1 Governing Law and Jurisdiction

This Licence 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.

20.2 Persons

In this Licence, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

20.3 Joint and Several

If a party consists of more than one person, this Licence binds them jointly and each of them severally.

20.4 Legislation

In this Licence, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

20.5 Clauses and Headings

In this Licence:

20.5.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Licence; and

20.5.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Licence.

20.6 Severance

In this Licence:

20.6.1 if a provision in this Licence is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and



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20.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

20.7 Number and Gender

In this Licence, a reference to:

20.7.1 the singular includes the plural and vice versa; and

20.7.2 a gender includes the other genders.

Execution Page

This Licence is executed by the parties on the date specified in Item 1.

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

.....
Print Full Name

SIGNED by **Oakleigh Tennis Club Inc.**)
A0012347X in accordance with Section 38 of the)
 Associations Incorporation Reform Act 2012 (Vic))

DocuSigned by:

FE404794AF8847C.....
 Signature of Committee Member

Donald Smith
.....
Print Full Name

DocuSigned by:

E965B94457D045A.....
 Signature of Committee Member/Secretary

Peter Splatt - Secretary
.....
Print Full Name

DocuSigned by:

25D5A5E906D54AC.....
 Witness

Michael Roberts
.....
Print Full Name

DocuSigned by:

25D5A5E906D54AC.....
 Witness

Michael Roberts
.....
Print Full Name

Annexure A – Special Conditions

1 Payment of Licence Fee

The Licence Fee for the first year of the term will be the amount which has been determined in accordance with City of Monash's current Fees and Charges Sporting Reserves and Pavilions.

- 1.1 The Licensee must pay the Licence Fee to the Council in the following manner by electronic funds transfer in to the following bank account:

Bank	Westpac
BSB	033-385
Account no.	779908
Account name	Monash City Council Debtors

(or into such other bank account as the Licensor may nominate to the Licensee in writing from time to time).

2 Additional Charges

- 2.1 Whilst the Licensee remains in occupation of the Licensed Premises, the Licensee is not required to pay any rates, taxes, charges or levies assessed in connection with the Licensed Area.
- 2.2 Whilst Licensee remains in occupation of the Licensed Premises, the Licensee is required to pay for Services namely water, gas, electricity and telephone.
- 2.3 Notwithstanding Clause 2.2 of this Licence, the Licensee is not required to pay for garbage collection.
- 2.4 Where there is more than one Licensee at the Premises, all Licensees will use their best endeavours to agree with the other Licensees upon the apportionment of the utility bills at the commencement of their respective seasons;
- 2.4.1 The agreement required in Special Condition 2.4.1 will be formalised in a Shared User Agreement. A sample Shared User Agreement template can be found on Council's website.

3 No business or commercial activity

The Licensee must not allow any part of the Licensed Area to be used for any type of business or commercial activity. For the avoidance of doubt, the following items are considered not a commercial activity:

- Selling club memberships;
- Selling food and non-alcoholic drink;
- Selling alcohol (if the club chooses to obtain a Liquor Licence);
- Selling club merchandise, clothing or other tennis-related equipment;
- Re-stringing, re-gripping or other repairs to tennis racquets.

4 Hours of Operation / Hours of Use

- 4.1 For the purposes of this Special Condition 4:
- 4.2 **'Permitted Hours of Operation' / 'Hours of Use'** means:

The hours as outlined below:

Mon - Sun: 7:00am until 12 midnight

4.3 The Licensee must:

- 4.3.1 not operate its activities at the Licensed Area outside the Permitted Hours of Operation;
- 4.3.2 ensure that its use of the Licensed Area at all times complies with the requirements of the *Environmental Protection (Residential Noise) Regulations 1997 (Vic)*;
- 4.3.3 seek Council's written consent to any variation to the Permitted Hours of Operation at least 10 days prior to requiring any such variation; and
- 4.3.4 where the Licensee uses the Licensed Area outside of the Permitted Hours of Operation, the Licensee must pay to Council within 30 days of demand the Casual Community/Not for Profit Community Halls Hire Rate as determined within Council's Annual Budget process, for each hour or part thereof of use.

5 Noise and Nuisance

5.1 The parties agree that the Licensee may play background music at the Licensed Area provided that:

- 5.1.1 all relevant laws and regulations are complied with, including the requirements of the State Environment Protection Authority; and
- 5.1.2 the playing of such music is not unreasonably loud and does not cause undue disturbance to the surrounding area.

5.2 If any music or noise flowing from the Licensed Area is in the Council's opinion inappropriate or unreasonably loud, the Council may request that the Licensee cease playing such music or creating such noise or lower the sound level.

5.3 The Licensee must not allow any spruiking from the Licensed Area or surrounding area.

6 Liquor Trading Hours

6.1 **Liquor Trading Hours** means the hours which Council will allow alcohol to be consumed and served. Hours are subject to alteration by Council at any time, in its absolute discretion as Land Manager of the Licensed Premises.

6.2 Where the Licensee has a current license or permit under the Liquor Control Reform Act 1998 (**Liquor Licence**), the consumption and sale of alcohol to the Licensee's members is only permitted during the following Liquor Trading Hours:

Monday to Thursday:	Between 6:00 pm to 10:00 pm
Friday:	Between 6:00 pm to 11:00 pm
Saturday:	Between 1:00 pm to 11:00 pm
Sunday and Public Holidays:	Between 1:00 pm to 10:00 pm

6.3 Where the Liquor Trading Hours outlined in Special Condition 6.2 are greater than the Trading Hours as outlined in the Liquor Licence, the provisions of the Liquor Licence apply.

12 Council's standards for the Licensed Area

The following items must not be visible inside the Licensed Area:

- 12.1 stored items;
- 12.2 garbage; and
- 12.3 deliveries.

13 Office Space

The Oakleigh Tennis Club (OTC) will be the primary users of the office area. Clubs to only be given access to their primary spaces. Should there be agreement to use another space, access will be provided by the primary user of the space.

14 Kitchenette

The OTC will be the primary user of the kitchenette and the bigger kitchen will be the primary space of the cricket and soccer clubs. Clubs to only be given access to their primary spaces. Should there be agreement to use another space, access will be provided by the primary user of the space.

15 Monash Environmental Sustainability Guidelines

The Licensee must comply with the obligations set out in Annexure D attached to this licence and acknowledges that the Council reserves the right at its sole discretion to update the above Guidelines at any time.

16 Cleaning

16.1 The Licensee must:

- 16.1.1 ensure the Licensed Area is clean and well maintained;
- 16.1.2 ensure that the Licensed Area, including the Council's fixtures and fittings, is maintained and kept in good repair and condition;
- 16.1.3 remove rubbish and garbage from the Licensed Area, including tables and chairs, at the expense of the Licensee as directed by Council.
- 16.1.4 dispose of all hazardous material in accordance with relevant regulations;
- 16.1.5 make good any damage to the Licensed Area caused by the Licensee or the Licensee's staff, suppliers or contractors

17 Strategic Plan

The Licensee acknowledges that this Licence is granted to the Licensee in accordance with the Council's Strategic Plan and the Monash Access and Equity Strategy and their strategic objectives.

18 Tax exempt

The Licensee must not undertake any activity or permit anything to be done which may cause it to cease being exempt from Commonwealth income tax under the *Income Tax Assessment Act 1997* (Cth).

19 Membership of Licensee

The Licensee must:

- 19.1 permit residents and ratepayers of the municipality to become members of the Licensee upon satisfying the Licensee's reasonable requirements for membership;
- 19.2 upon demand, inform Council of the number of members of the Licensee; and
- 19.3 within 7 days of demand, provide all necessary documents to Council to verify the membership of the Licensee.

20 Acknowledgement of Council's support

The Licensee must include, in all written correspondence issued by the Licensee, and on the Licensee's website, a statement in a form approved by Council acknowledging Council's support of the Licensee's activities.

21 Licensee name and amalgamation

- 21.1 The Licensee must obtain the prior written consent of the Council (which consent may be granted or withheld by the Council in its absolute discretion) if the Licensee wants to:
 - 21.2 change its name; or
 - 21.3 merge or amalgamate with any other association or entity.

22 Additional signage

The Licensee must not erect any sign on the Licensed Area without prior written consent from Council.

23 Reporting requirements

Within 60 days of the end of each Financial Year, the Licensee must provide Council with the following information:

- a list of office bearers and committee members and contact details;
- a copy of its current public liability insurance certificate;
- a copy of its incorporation certificate;
- copies of all certificates required under the Food Act 1974 (Vic) for the handling of food at the Licensed Area;
- an annual report including a statement of assets and liabilities and profit and loss statement for the Licensee for that financial year
- minutes from the annual general meeting;
- a written report detailing; the activities conducted by the Licensee during the preceding year and, where applicable, a list of the groups which have used the Licensed Area and a list of times at which the Licensed Area was used and a list of times which the Licensed Area is proposed to be used in the following year;
- a strategic plan or business plan for the following year;
- a copy of the Licensee's emergency management plan;
- when requested a copy of the Licensee constitution;

- where the Licensee / club /user groups office bearers or contacts change during a season or prior to its Annual General Meeting, the Licensee must notify Council within ten (10) days of the change being made

24 Working with Children Checks

24.1 This Special Condition applies if the Licensee's activities at the Licensed Area involve persons engaged in 'Child-related Work' within the meaning of the *Working with Children Act 2005 (Vic) (WWCA)*.

24.2 Without limiting the Licensee's obligations concerning compliance with all laws and requirements of any authority in connection with the Land and the Licensee use and occupation of the Land, the Licensee must ensure that they and anyone they employ (inc volunteers) aged over 18 hold a valid WWCA if any of the below settings apply to the service they are providing:

23.2.1 The service offered is on Land that is used **at the same time** by children.
(*example, if construction or maintenance work is being carried out after hours, this rule does not apply*).

23.2.2 Any adult Staff/ Volunteers employed by the Licensee will be carrying out child related work as defined by the WWCA act (Vic).

23.2.3 The Licensor (Monash City Council) may request evidence of the Licensee compliance with Special Condition 24 at any time and as such may be required by the Licensor to provide evidence within 5 Business Days of a request being made by the Licensor.

24.3 This Special Condition 24 is an essential term of this Licence.

25 Child Safe Standards

25.1 In this Special Condition:

Child Safe Standards means the child safe standards published in the Victoria Government Gazette on 31 December 2015 by the Minister for Families and Children pursuant to the CWS Act, as amended from time to time.

Child Safe Standards – Implementation and Action Plan Tool means the document of that name contained as Appendix 1 of 'A Guide for Creating a Child Safe Organisation' published by the Commission for Children and Young People (a copy of which is available at the website <https://ccyp.vic.gov.au/assets/resources/CSSGuideFinalV4-Web-New.pdf>).

CW&S Act means the *Child Wellbeing and Safety Act 2005 (Vic)*.

25.2 The Licensee acknowledges and agrees that it is aware of and has obtained a copy of the Child Safe Standards (which are available at the website <https://ccyp.vic.gov.au/child-safety/being-a-child-safe-organisation/the-child-safe-standards/>) prior to the Licensee entering into this Licence.

25.3 If the Licensee is:

25.3.1 an applicable entity within the meaning of the CW&S Act; and

25.3.2 not otherwise exempt from the requirements of the CW&S Act,

the Licensee must:

- 25.3.3 comply with the Child Safe Standards at all times during the Term and any Further Term; and
- 25.3.4 on or before the Commencement Date:
- (a) implement a child-safe policy or statement of commitment to child safety;
 - (b) put in place:
 - (i) a code of conduct that establishes clear expectations for appropriate behaviour with children; and
 - (ii) strategies to promote the participation and empowerment of children;
 - (c) establish appropriate human resources practices (including screening, supervision and training) to reduce the risk of child abuse; and
 - (d) codify mandatory and voluntary processes for responding to and reporting suspected child abuse;
- 25.3.5 implement such other policies and practices from time to time as are relevant and appropriate to comply with the Child Safe Standards;
- 25.3.6 take all reasonable steps to exclude or prevent persons (including customers) from entering the Licensed Area if, in the opinion of the Licensee (acting reasonably), their presence or behaviour threatens the safety or comfort of children on the Licensed Area; and
- 25.3.7 provide to Council such evidence of the Licensee's compliance with special condition 25.3.4 as may be required by Council, within 7 days of a written request being made by Council.
- 25.4 The Licensee may use the Child Safe Standards – Implementation and Action Plan Tool for assistance in complying with its obligations under special condition 25.3.
- 25.5 Despite any other provision in this Licence, the Licensee must comply with any reasonable requirement or direction issued by the Council in relation to the Council's:
- 25.5.1 compliance with the Child Safe Standards; and
 - 25.5.2 implementation of policies and practices from time to time as are relevant and appropriate to comply with the Child Safe Standards.
- 25.6 This special condition 25 is an essential term of the Licence.

26 VMIA Insurance

The Council will accept an insurance policy provided by the Victorian Managed Insurance Authority (**VMIA**) in satisfaction of the Licensee's obligations under clause 2.4 of this Licence. The Licensee must immediately notify Council if the VMIA ceases to insure the Licensee as required under clause 2.4.

27 Safety Requirements

- 27.1 The Licensee must:
- 27.1.1 comply with the Council's evacuation procedures for the venue;

- 27.1.2 develop procedures for evacuation at the Licensed Area in case of emergency arising as a result of the Licensee's use of the Licensed Area;
- 27.1.3 keep identified evacuation routes clear;
- 27.1.4 display an evacuation plan in a prominent location at the Licensed Area;
- 27.1.5 keep an adequate first aid kit and first aid equipment at the Licensed Area;
- 27.1.6 keep emergency equipment exclusively servicing the Licensed Area well maintained; and
- 27.1.7 ensure that its employees participate in, and receive reasonable instruction and training in relation to, emergency drills and evacuation procedures at least once every twelve (12) months.

28 Licensee's Employees

- 28.1 The Licensee must recruit, train and supervise suitably qualified employees and ensure that the Licensee's staff undertake regular training in accordance with any applicable laws and standards.
- 28.2 The Licensee must use all reasonable endeavours to ensure that the Licensee's employees, agents, contractors and invitees observe and comply with the Licensee's obligations under this Licence, where appropriate.
- 28.3 The Licensee must not represent itself or allow its employees, agents or contractors to hold themselves out as being employees or agents of the Council.

29 Council's Use of Licensed Area

- 29.1 The Licensee agrees that the Council may use the Licensed Area for the purposes of hosting Council functions, at no cost to the Council, provided that:
 - 29.1.1 Council provides the Licensee with at least six (6) weeks prior written notice of the date and time that the Council intends to use the Licensed Area;
 - 29.1.2 the Council's use of the Licensed Area does not unreasonably interfere with the Licensee's operations at the Licensed Area; and
 - 29.1.3 following the Council function, the Council returns the Licensed Area to the Licensee in the same condition that the Licensed Area was in prior to the Council's function.
- 29.2 The Licensee acknowledges that Council may engage external caterers for Council functions and that the external caterers may use the Council's Fixtures installed at the Licensed Area.

30 General Dispute resolution

30.1 Notification

If a dispute between the Licensor and the Licensee arises out of or in connection with this Licence, this Further Obligation 30 will apply.

30.2 Notice

Each Party must before instituting any proceedings against the other (except any proceedings for equitable relief in which case this Further Obligation 30.2 does not apply) furnish in writing

to the other Party detailed particulars of that Party's claim, or, where the other Party is not the claimant, the reasons for rejecting the claimant's claim.

30.3 The reply

The Party against whom the claim is made must reply within 28 days after receipt of the detailed particulars. The reply may accept or reject the whole claim or may reject it in part and accept it in part and may in the case of a rejection or partial rejection make a without prejudice offer of settlement of the claim. If the Party against whom the claim is made does not reply within this 28 day period that Party is deemed to have rejected the claim.

30.4 The dispute

If the claim is not accepted within 28 days or the Party making the claim is dissatisfied with the reply then a dispute is deemed to exist and the Party making the claim may convene a without prejudice meeting between both Parties with the objective of settling the dispute. The Party making the claim must give notice to the other Party of its intention to convene a without prejudice meeting within 14 calendar days after receipt of the reply otherwise the reply is deemed to have been accepted.

30.5 The meeting

30.5.1 If the Party making the claim wishes to convene a without prejudice meeting, it must notify the other Party of the time and place for the meeting within 14 calendar days after receipt of the other Party's reply and each Party must attend the meeting. The time for the meeting must be no later than 28 calendar days after the Party making the claim receives the other Party's reply.

30.5.2 At the meeting, each Party must use its best endeavours to settle the dispute in whole or in part or to set up a procedure with that aim.

30.5.3 The Parties may commission a report from an independent expert appointed by the President for the time being of the appropriate professional body (or such other body as is agreed on between the Parties) on the matters the subject of the dispute which report will not be binding but which may be used by the Senior Representatives in reaching a decision.

30.6 Determination by Senior Representatives

If the Party making the claim remains dissatisfied after the meeting convened under Further Obligation 30.4 or at any time during or at the conclusion of any procedure established pursuant to Further Obligation 30.4, that Party may then refer the dispute for determination by the Senior Representatives by giving notice in writing to the other Party (**Escalation Notice**).

30.7 Senior Representatives procedure

30.7.1 If a dispute is referred to the Senior Representatives then the Senior Representatives must convene a meeting to resolve the dispute within 14 days after the date of the Escalation Notice (or such longer period as the Parties may agree).

30.7.2 At the meeting, each Party must use its best endeavours to settle the dispute in whole.

30.7.3 If the Senior Representatives do not agree on a determination of the dispute, then either Party may then institute proceedings against the other Party.

30.7.4 If the Senior Representatives do agree on a determination of the dispute, that determination will be final and binding on the Parties.

30.8 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Licence.

31 Conditions of Use

31.1 The Licensor may develop Conditions of Use (which are not inconsistent with this Licence) for the safety, appearance, cleanliness and good management of the Pavilion;

31.2 The Licensor may amend, vary or update the Conditions of Use during the term and must provide a copy of any amended Conditions of Use to the Licensee within a reasonable time after amending the Conditions of Use;

31.3 The Licensee must observe and comply with the Conditions of Use;

31.4 A breach of the Conditions of Use is a breach of this Licence;

31.5 If any of the Conditions of Use are inconsistent with the terms of this Licence, the terms of this Licence prevail to the extent of the inconsistency;

31.6 The Condition of Use as at the Commencement Date are set out in Annexure E.

32 Maintenance Schedule

32.1 Without limiting the Licensee's obligations under Clause 7.1 of the Licence, the Licensee must comply with the Licensee's obligations set out in the maintenance schedule and attached as Annexure C.

32.2 The Licensee acknowledges and agrees that the condition report attached to this Licence in Annexure B reflects the true condition of the Licensed Area as at the Commencement Date.

33 Additional Requirements

Should the Lease between the Licensor and the Licensee for the premises at 85 Atkinson Street Oakleigh terminate for any reason, this licence will also terminate.

The Licensee and the Licensor agree to review the conditions of the Licence after the first anniversary of the commencement date.

The Licensee must:


- (a) comply with the Fair Play Code and Child Safe Standards;
- (b) once each year during the Term the Licensee must provide all information necessary for a club health check as requested by Tennis Victoria's and upon request share the results including financial and participation data with the Licensor;
- (c) maintain their incorporation status with Consumer Affairs Victoria and affiliation with Tennis Victoria;
- (d) operate in accordance with Tennis Victoria's best practice governance guidelines for club committees;
- (e) comply with all Council Policies, as amended and notified to the Licensee in writing from time to time;
- (f) not amend its rules of incorporation or its constitution in such a way which may affect the Licensee's status as a not-for-profit sporting club without the prior consent of the Licensor. The Licensor retains the right to grant or refuse consent under this **special condition 39(f)** in its absolute discretion; and

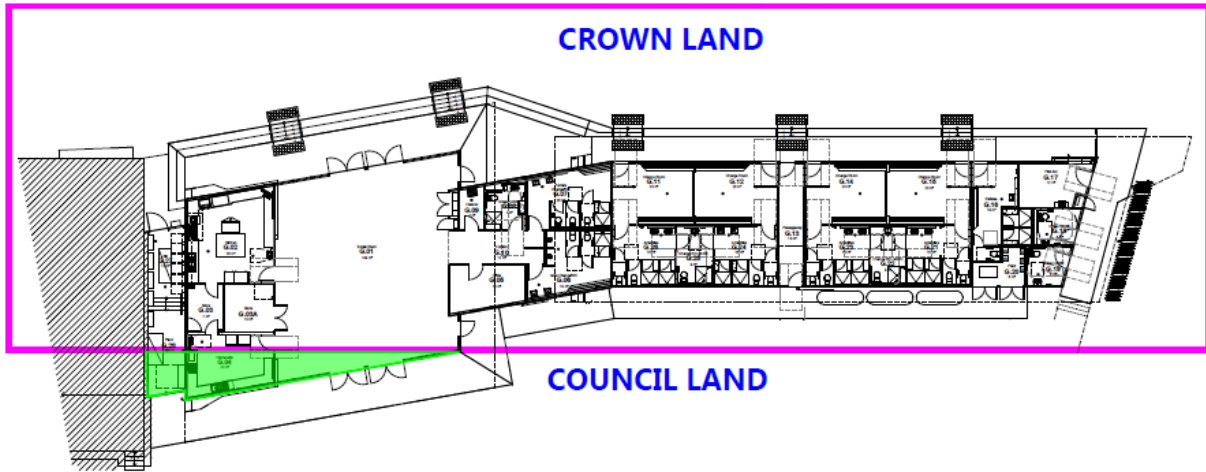


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- (g) The Licenced Area must not be used for any private functions or hiring out to other clubs or groups without prior Monash approval. Club fund raising functions are permitted within the days and hours of use and must comply with the Monash "Approach to Gambling" Policy.

Annexure B – Plan of Licensed Area

 Clubs Licensed Area





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Annexure C – Maintenance Schedule

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

The following definitions apply to this Maintenance Schedule:

1. Programmed or Preventative Maintenance/ Servicing to maintain in good working order

This means any scheduled or routine servicing which occurs regularly to ensure that the item continues to work in good order.

2. Reactive repair if damaged in the normal course of operations in order to keep in good condition

This means that unplanned damage has occurred to the item and a repair is required to ensure that the item continues to work in good order.

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

The Occupier is liable for the cost of repair or replacement of any item as a result of misuse, negligence or vandalism by the Occupier or the Occupier's guests, invitees and contractors. The repair or replacement will be undertaken by Council and charged to the Occupier.

Where the Sporting Reserve and/or Pavilion is shared between users, the costs will be split between users if the responsibility for the damage cannot be identified.

4. To replace if asset is at the end of its useful utility

When an asset reaches the end of its useful utility or life as a result of age, unrepairable fault or structural defects, it will be replaced with a like-for-like asset.

General

Any work must reasonably be carried out by a qualified tradesperson including scheduled or routine servicing and inspections where required, repairing of faults and cleaning; replacement due to structural defects, and/or age; and approval of any works carried out by agents of the responsibility party.

No reimbursement will be provided to the Licensee unless replacements are approved by Council prior to works being undertaken.

Report and reporting requirements

The Occupier must as soon as practicable, report in writing by email, fax or letter, any issues that may require Council's attention.

Significant works, whether Council or the Occupier's responsibility should be reported to Council in writing.

Where Council has full responsibility, the Occupier is to report any problems for Council's consideration.

Misuse or damage caused by the club

Where the tenant is found to have misused or damaged Council property, the tenant will be responsible for the costs of repairing any item.

Insurance claims

Where items are subject to an insurance claim, responsibility will be determined by Council's Insurer on case-by-case basis.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
BUILDING / PAVILION		
Air conditioning, evaporative coolers, heating & fixed ventilation fans in social spaces only.	Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
CCTV	Council approval is required for all installations of CCTV at a pavilion or a reserve. https://www.monash.vic.gov.au/About-Us/Council/Governance/Policies-and-Procedures/CCTV-Surveillance-System-Policy	Nil
Cool rooms	Clubs to fund purchase of unit, installation and ongoing maintenance costs.	Nil
Curtains, drapes, blinds	Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Doors <ul style="list-style-type: none"> • roller doors • roller shutters • security grills & screens • door furniture • cupboard doors • door closers • automatic doors 	Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Electrical fittings (supply mains, sub mains, switchboards, fittings & power points)	Report any defects or damage to Council.	Maintain according to Australian Standards. Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Essential Safety Measures (ESM) as per Australian Standard 1851	Provide Council with means of access to building. Ensure all paths of travel and standards are complied with.	Complete and document inspections and rectify any works.
Floor surfaces & coverings (fixed)	Keep clean, report any defects, damage or trip hazards to Council.	Reactive repair if damaged in the normal course of operations. To replace if unrepairable.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
Fly screens - windows	Keep clean and in good condition. Report any defects or damage to Council.	Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Furniture – tables, chairs, and player benches	Keep clean and in good condition. Report any defects or damage to Council.	New buildings only, Council will supply tables and chairs in social rooms and players benches within the change room area (if not permanently fixed to the wall).
Garbage collection	Pay all appropriate fees and charges for garbage collection. Where appropriate place all bins on the kerb side for collection and return to compound once collected.	Council responsible for collection of garbage at the pavilion / reserve, including sanitary bins.
Glass / windows	Keep clean and in good condition. Report any defects or damage to Council	Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Grease traps	Nil	Programmed Servicing in accordance with the Environmental Protection Authority Guidelines, to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Installation & maintenance of essential services items (e.g. exit signs, emergency lighting, firefighting equipment, such as fire extinguishers, fire blankets, hoses & cabinets)	Report to Council any lost or damaged items. Should a fire extinguisher be discharged the tenant must report this to Council with the detail as to why discharge occurred. The cost of recharging of fire extinguisher could be charged to the club if the discharge was as a result of misuse or inappropriate behaviour by the Club.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Intercom (security) units	Nil	Nil
Keys & locks (including lock cylinders)	No fitting of additional locks or copying keys are permitted by user groups. Keep locks in good condition. Report any defects or damage to Council. The cost of lost/ non-returned keys and re-keying of the building will be charged to the user group.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
Kitchen canopies/exhaust fans	Nil	Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Kitchen fixtures e.g. deep fryer, fridge, freezers, dishwashers	User responsible for own equipment.	Provide space for the tenants to install at their own costs.
Kitchen fixtures e.g. stove, cook top, oven, range-hood, benchtops and cabinets and any built in fixtures	Install repair and maintain any non-fixed appliances. Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Light globes	Replace all globes below the height of 2.5m.	Replace all globes greater than a height of 2.5m.
Painting – internal and external surfaces	Keep clean and in good condition.	Paint and maintain. Programmed Works to maintain in good condition. Reactive repair if damaged in the normal course of operations.
Pest control	Ensuring the venue is clean and tidy and free of items that might attract pests.	Programmed Treatment Reactive treatment in the case of outbreaks.
Plumbing – maintenance & repairs, including roof guttering	Report any defects or damage to Council.	Programmed Servicing in accordance with the Plumbing Regulations 2018 to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Removal of graffiti	Report any graffiti to Council.	Arrange for the removal of graffiti.
Security <ul style="list-style-type: none"> • Audible security systems/alarms - maintenance • Back to base security systems – maintenance & monitoring 	User to fund all costs associated with the installation. The installation must be completed by a Council approved contractor.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Security lighting on pavilions	Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
Signage – supply and maintain	Inwards facing sportsground fence sponsorship signage only in accordance with Council signage policy.	Standard Council location sign or any statutory building signs.
Structural maintenance, including footings, foundations, stumps, timber frame, ceilings, roofing, skylights, spouting, downpipes, walls, window frames (excluding glazing), floors, verandas, balustrades & handrails	Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Swipe security system	Keep in good condition. Report any defects or damage to Council. The cost of lost/non-returned swipe cards of the building will be charged to the user group. Groups should report any lost or missing swipe cards.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Tag and testing of electrical items	Clubs are responsible for the tag and testing of their own electrical items. The club must provide to Council a copy of the annual tag and testing certificate.	Programmed Testing and Tagging for all council supplied electrical items.
Telephones & data wiring, television antennas, Foxtel or similar.	Install repair and maintain the clubs equipment.	Nil
Vertical transportation (lifts)	Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing in accordance with AS 1735 Lifts, Escalators and Moving Walks to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
UTILITIES		
Utility charges: water, sewer - maintenance	Nil	Council for the connection and payment of water and sewage charges.
Utility connection, management and charges: electricity, gas, telephone	Tenants responsible for the connection and payment of utilities.	Nil

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
SPORTS GROUND		
Athletic track line marking	Nil	Maintain all markings.
Baseball field	Responsible for game day preparation of the en-tout-cas surface, including ongoing line marking and diamond dragging.	Responsible for turf grass and en-tout-cas reactive and programmed maintenance.
BMX track	Must maintain, repair all track surfaces and fittings.	Maintain the external fencing, car park, and surrounding gardens.
Coaches box / player shelters	Keep clean and in good condition. Report any defects or damage. To incur the cost of repairing if damage is as a result of misuse by the User.	Install and maintain coaches boxes / player shelters as per the sports requirements.
Cricket nets	Report any defects or damage to Council.	Install, repair and maintain
Fencing and gates (sportsground, court, reserve and safety fencing)	Keep clean and in good condition. Report any defects or damage.	Installation, maintenance and replacement of fencing and gates as per the sports requirements.
Floodlighting (including sportsground and court lighting)	Paying all costs associated with the maintenance of sportsground lighting as managed by Council and fund 20% of the capital investment for the lighting infrastructure up to 100 lux. Levels above 100 lux will be fully funded by the tenants.	Installation, maintenance and replacement of sportsground lighting. Audits of the pole infrastructure and lux levels. An annual maintenance fee will be on charged to the tenants.
Goals	Report any defects or damage. Where required install and remove post padding and netting as per sports requirements.	Installation, removal, maintenance and replacement of goal posts.
Line marking (grassed surfaces)	Undertake all line marking in accordance with Council requirements and standard ground dimensions. Ensuring boundary run-offs comply with the relevant sporting code standards. No herbicide, lime or domestic paints are to be used when marking the lines.	Audits of line marking to ensure compliance with the minimum run off requirements set by sporting associations and report to clubs when line markings do not comply.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
PA system	Install, repair and maintain, clubs must ensure it is lower than 15db.	Nil
Portable goals	Provide, maintain and store in accordance with Standards Australian handbook – HB 227 – 2003: Portable soccer goal posts – manufacture, use and storage.	Council supplies, maintains and replaces portable goals on synthetic grass surfaces.
Scoreboards	Clubs agree to pay all costs for the installation, maintenance and supply of the scoreboard. This payment is inclusive of Project Management and Contingency fees. As per the scoreboard installation guidelines.	Clubs wishing to install an electronic scoreboard must seek Council approval prior to commencing any works. The electronic scoreboard installation must be completed by a Council approved contractor.
Sportsground – irrigation and drainage	Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Sportsgrounds – grass / synthetic surfaces	Inspect prior to use to ensure there is no risk to users. The club must keep evidence that the inspection has been completed. Should defects to the surface be found the tenant must report this to Council for rectification	Maintain surface to a playable condition
Synthetic cricket wicket	Report any defects or damage to Council.	Install, repair and maintain
Synthetic cricket wicket covers	To incur the cost of repairing if damage is as a result of misuse by the User.	Install, repair and maintain

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
GENERAL		
Turf cricket wickets	<p>Report any defects or damage to Council.</p> <p>To incur the cost of repairing if damage is as a result of misuse by the User.</p>	Maintain centre turf wickets and practice turf wickets
Turf cricket wickets covers	<p>Summer clubs to install and remove turf wicket covers.</p> <p>Winter clubs to assist Council to install and remove turf wicket covers.</p>	Install, repair and maintain centre turf wicket covers
Car parks and lighting	<p>Keep clean and in good condition. Report any defects or damage to Council.</p>	<p>Programmed Servicing to maintain in good working order.</p> <p>Reactive repair if damaged in the normal course of operations.</p> <p>To replace if unrepairable.</p>
Cleaning	<p>Keeping clean and free of rubbish pavilion, sportsground and surrounds at all times.</p>	Nil
Grounds maintenance <ul style="list-style-type: none"> • garden, lawn • paving & footpaths • trees (removal & pruning) 	Nil	<p>Programmed Servicing to maintain in good working order.</p> <p>Reactive repair if damaged in the normal course of operations.</p> <p>To replace if unrepairable.</p>
Hard rubbish collection	<p>Tenants can book in free hard rubbish collection. Contact Customer service to arrange this collection.</p>	Nil



Maddocks

Annexure E – Condition of Use



SPORTSGROUND AND PAVILION CONDITIONS OF USE

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MODIFICATION HISTORY

Release	Version	Date	Author	Comments
1	1	March 2020	Recreation Services	

1. INTRODUCTION

The Sportsground and Pavilion Conditions of Use (**Conditions of Use**) has been developed as the first point of reference to assist Licensees understand their tenancy requirements on a Council-owned sporting facility.

For any further assistance please contact the Sports Licensee Liaison and Development Officer during business hours on 9518 3583 or recreation@monash.vic.gov.au

2. PURPOSE

The purpose of the Conditions of Use is to allow the Licensees of Council's sporting facilities to understand the process guiding the allocation of facilities by clearly identifying:

- Council's requirements
- Responsibilities of the user groups
- Responsibilities of Council
- Provide a framework that is equitable and easily administered

3. BACKGROUND

The Conditions of Use allows Licensees to understand Council's expectations for the management of its Sporting facilities. These Conditions of Use will be reviewed and amended regularly and should be read in conjunction with the relevant Council policies including:

- Council Licence
- Leasing and Licencing Policy
- A Healthy and Resilient Monash – Integrated Plan
- Gender Equity Strategy and Action Plan
- Monash 2021
- Active Reserve Facility Hierarchy
- Active Monash Capital Work Priorities Framework
- Active Monash Fees and Charges Policy

4. ACTIVE MONASH LICENSEE FRAMEWORK

The Active Monash Licensee Framework (the Framework) provides an opportunity to further strengthen Council's investment in sport and recreation by enhancing the capacity of Licensees which use its facilities to improve community and broader social outcomes.

Better Licensees means more opportunities for more people to participate in activities that create stronger and healthier communities.

The LicenseeFramework aims to develop and work with all Licensees across Monash to achieve better outcomes for the community. We will do this by collaboratively setting minimum expectations for Licensee programs and activities delivered from Council facilities.

The Framework will support, encourage and promote all Active Monash Licensees to align with Council's Values:

Accessible for all abilities;
Financially and Environmentally Sustainable; and
Accountable to our Community.

The Framework will be a major feature of all future agreements between Licensees and Council and will set the standard Council expects Licensees to meet in return for access to the facilities.

5. DEFINITIONS

In these Conditions of Use, unless expressed or implied to the contrary:

Annual Allocation means all year use of the facility.

Council means the Monash City Council, includes the Council's successors and assignees and where it is consistent with the context includes Council's employees, delegated officer and agents.

Casual hire means any group that has booked a Council sportsground and/ or pavilion on a casual hire basis and has the right to use the facilities during the allocated time for their permitted use.

Co-Occupant means any additional licensee or licensees sharing the Licensed Area.

Finals means preliminary, eliminating, semi, grand finals.

Junior team means any team entered into an under 17's or lower section of competition.

Licence Agreement whereby the Licensee is given permission to use a sportsground and/or pavilion for a specified purpose(s), such as conduct of a sporting activity, at specified times, and under specified conditions. This use is non-exclusive. A Licence will be issued for a maximum of three years and are generally applicable where there is more than one Licensee/user group using the facility.

Licensed Area means

Lease Agreement is an agreement that provides exclusive or long term use of a Council facility or pavilion.

Licensee means the organisation specified in Item 3 of the Licence Agreement, and includes the Licensee's successors, assignees and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows on the Licensed Area

Masters team means any team entered into the over 35's to49 section of competition.

Permitted Hours of Use means the times allocated to allow the Licensee to use the License Area during either or both of the Winter and/or Summer Seasons to:

- conduct competitions as agreed to by the Council;
- conduct training sessions after 4.00 pm on weekdays nominated by the Licensee and approved by Council;
- use during the specific times nominated and approved by the Council unless prior

arrangements have been confirmed with Council's Recreation Services Department.

- or such other Season (or part of Season) or hours of use as the Council and the Licensee agree in writing from time to time.

Preseason means any activity prior to the home and away season.

Season means the Summer Season and/or the Winter Season that the Licensee is permitted to use the Licensed Area.

Seasonal Changeover means the point in time when one licensee, at the completion of its Season, vacates the Licensed Area to make it available for another licensee.

Seasonal Ground Allocation means the seasonal allocation of an additional reserve and associated amenities and buildings during the Summer Season or Winter Season.

Sub-Junior means any team entered into an under 13's or lower section of competition.

Summer Season means the period from 1 October through to 2nd Sunday in March inclusive.

Veteran's team means any team entered into over 50's or higher section of competition.

Winter Season means the period from 1 April to 2nd Sunday in September inclusive.

Yearly means both winter and summer seasons.

6. AFTER HOURS SERVICES

Council's after hours Service number is 9518 3555. This number can be used 24 hours a day, 7 days a week to contact Council regarding emergency issues requiring immediate action. Charges may apply for non-emergency call outs.

7. ALCOHOL CONSUMPTION

All sports Licensees that sell or consume alcohol will require the appropriate liquor licence from the Victorian Commission for Gambling and Liquor Regulation (VCGLR). For more information on liquor licences please visit the VCGLR website at www.vcglr.vic.gov.au. A copy of the approved Liquor Licence must be submitted to Council annually.

Written consent must be provided by Council before a Licensee applies for a new liquor licence or a variation to an existing licence. Council approval may be granted, withheld or withdrawn at any time at Council's absolute discretion. Where Council has provided consent and a Licensee obtains a liquor licence, the Licensee must ensure that:

- alcohol consumption only takes place during the Permitted Times; and
- alcohol is not consumed in conjunction with junior training or competition

Council will not provide consent for:

- functions for individuals such as parties, anniversaries or other celebrations; or
- functions which are otherwise inconsistent with the Licensee's core sporting activities

Permitted hours to hold a Liquor Licence

Monday to Thursday	between 6.00pm – 10.00pm
Friday	between 6.00pm – 11.00pm
Saturday	between 1.00pm – 11.00pm

Sunday

between 1.00pm – 10.00pm

8. ALLOCATIONS

The Conditions of Use also apply to Seasonal Ground Allocations except where otherwise specified.

The Licensee must apply to Council for an additional reserve on an annual basis by submitting to Council an Application for Seasonal Ground Allocation. An Application for Seasonal Ground Allocation has not been approved until such time as Council has provided the Licensee with written confirmation of the days and hours of use, which may be varied, amended or withdrawn by Council in its absolute discretion.

The allocation of an additional reserve and associated amenities and buildings will be based on applications received by Council prior to the commencement of the summer or winter Season. Preference for ground allocations will be given to local sporting groups within Monash City Council. Late applications, or multiple applications for the same reserve, will be determined by Council in its absolute discretion.

Council reserves the right to:

- (a) close the ground for programmed restoration and maintenance works in September and March each year;
- (b) allocate the reserve for Winter or Summer finals to the Licensee or at the discretion of Council, to another sporting group should the reserve not be required for programmed restoration and maintenance works in September or March;
- (c) suspend or cancel the use of a ground at short notice due to inclement weather conditions or safety reasons, but will endeavour to provide the Licensee with more than 24 hours notice and an alternative reserve should one be available.

If Council provides a "one-off" ground allocation at the request of the Licensee or during the period of the current Seasonal Ground Allocation, then the provisions of this clause and Licence shall apply.

A Licensee who has been granted a Seasonal Ground Allocation under this clause has priority access to use the ground only during the permitted hours and days.

The Licensee must:

- advise Council of all final's dates in writing four weeks prior to proposed usage;
- ensure that all deferred and/or re-scheduled games, including wet weather games, are played before the end of the allocated period;
- ensure that all outstanding accounts with Council are paid by the Licensee before applying for any Finals or a new Seasonal Ground Allocation.

The Licensee is responsible for the satisfactory conduct of all persons occupying the reserve and associated amenities and buildings during the permitted hours and days of use.

The Licensee is permitted to store equipment during the period of the Seasonal Ground Allocation. This equipment must be stored in appropriate areas – i.e. not in bathrooms. Should equipment be stored inappropriately within the facility, Council reserves the right to remove the items at the Licensee expense. All equipment must be removed at the expiry of the Seasonal Ground Allocation, except where Council has provided prior written consent.

9. ANIMALS

The Licensee must not allow an animal on the Licensed Area, except a guide dog accompanying a person with impaired sight, without obtaining the prior written consent of Council.

10. ANNUAL REQUIREMENTS

When making an application for the use of the reserve or pavilion for a seasonal or annual allocation, the Licensee must provide Council with the following information:

- a list of office bearers and committee members and contact details;-
- a copy of its current public liability insurance certificate;
- a copy of all team competition fixtures for that Season;
- a copy of its incorporation certificate;
- copies of all certificates required under the *Food Act 1974 (Vic)* for the handling of food at the Licensed Area;
- an annual report;
- minutes from the annual general meeting;
- a written report detailing; the activities conducted by the Licensee during the preceding year and, where applicable, a list of the groups which have used the Licensed Area and a list of times at which the Licensed Area was used;
- an financial report, including a statement of assets and liabilities and profit and loss statement for the Licensee for that financial year;
- a strategic plan or business plan for the following year;
- all Licensee team and membership numbers (split into categories; male, female, sub-junior (<U13), junior (U14-U17) senior (>U18), Masters (>35) Veterans (>50), all abilities.
- a copy of the Licensee's emergency management plan;
- when requested a copy of the Licensee constitution;
- evidence that the kitchen exhaust fan has been cleaned by a professional cleaner and a certificate of compliance is provided to Council by a registered HVAC company.
- where appropriate a copy of the certificate of compliance by a registered heating ventilation and air condition company;
- where the Licensee / Licensee /user groups office bearers or contacts change during a season or prior to its Annual General Meeting, the Licensee must notify Council within ten (10) days of the change being made.

11. PARKING

The Licensee is responsible to ensure the proper parking of all vehicles including but not limited to motor vehicles, motor bikes, bicycles at the facility regardless of vehicle ownership.

12. CASUAL USE PERMITS

Licensees that seek to use the facilities outside their permitted use or allocated time, must make a casual booking for the use for the sportsground or pavilion.

External groups who have booked a Council sportsground and/or pavilion on a casual hire basis have the right to use the facilities. The Licensee must comply with and not interfere with any such rights.

The Licensee must ensure that the pavilion and reserve is in a clean and tidy condition after each use. Prior to a casual booking, the facility may be inspected by a member of Council. If the facility is not in a satisfactory condition it will be cleaned and an invoice will be forwarded to the Licensee.

Where possible, the facility will be inspected by Council after each casual booking to ensure that it has been left in a clean and tidy condition.

All Casual Hire bookings, should be placed through Council's online booking system IMS.

13. CCTV (Closed Circuit Television)

The primary role of Council's CCTV Surveillance system is to ensure public safety, more effectively manage risk and to protect Council assets.

Any Licensees wishing to install a CCTV must familiarise themselves with the Monash City Council Surveillance System Policy and must make an application in accordance with Council's Surveillance System Policy.

14. CHILD SAFE STANDARDS

The Victorian government has introduced compulsory minimum Child Safe Standards that apply to all organisations providing services or facilities for children. These standards are designed to promote the safety of children, prevent child abuse and ensure organisations have effective processes in place to respond to and report all allegations of child abuse.

Licensees must ensure that all employees and volunteers who are required to apply for a working with children check under the Working with Children Act 2005 have done so before working with children. Licensee must ensure that any employee or volunteer that is given a negative notice does not work with children.

Licensees should implement a child-safe policy or statement of commitment to being a child-safe Licensee. The Licensee should put in place a Code of Conduct that establishes clear expectations for appropriate behavior with Children and explains the mandatory and voluntary processes for responding to and reporting suspected child abuse.

15. CLEANING

The Licensee is responsible, on every occasion of use, for leaving the facility and surrounding areas in a clean and tidy condition, suitable for use by the next users. This includes vacuuming the facility throughout and all wet areas washed and disinfected (where applicable).

In cases where the facilities are used by more than one Licensee, the various sporting tenants must negotiate their own arrangements to clean the pavilion and surrounding area, but this does not remove the Licensee's obligations to comply with the requirements of this Clause 16.

Any additional cleaning or rubbish removal services, such as skips or the use of commercial cleaners for special events, must be paid for by the Licensee.

If the sportsground and pavilion are not kept in a clean and tidy state, additional cleaning will be arranged by Council at its discretion. An invoice will be forwarded to the Licensee to recover the full cost of the cleaning.

The Licensee is responsible, on every occasion of use, to leave the surrounding areas of the reserve in a clean and tidy condition. In the event of a breach of these conditions, the Licensee will be responsible for all costs associated with the clean-up by Council or its agents of the surrounds during the period of use.

Cleaning of kitchen exhaust canopies must be cleaned annually by a professional cleaner and the certificate of compliance must be provided to Council by a registered Heating, ventilation and air conditioning company.

16. COUNCIL POLICIES

The Licensee agrees to comply with all Council policies and relevant regulations and laws.

17. DAMAGE TO COUNCIL PROPERTY

The Licensee is responsible for any damage to or theft of Council property resulting from or related to the use of the facility by the Licensee including damage caused by members, visitors or members of the public. Any damage to the sportsground and pavilion or theft of equipment or other property must be reported to Council immediately.

Other than normal wear and tear, and any damage caused by Council staff or contractors, the Licensee will be responsible for all loss and damage caused to Council's property during the period of use by the Licensee or resulting from breach by the Licensee of these conditions - e.g. failure to securely lock premises

In the event of any dispute as to the timing or cause of damage as between users, Council will make a final and binding decision.

The Licensee must pay for any consequential repairs or reinstatement undertaken by Council. An invoice will be forwarded to the Licensee to recover the full cost of any repairs or reinstatement carried out by Council.

18. DEFIBRILLATORS

The Licensee is responsible for supplying a defibrillator within the venue, they must first seek Council approval on the appropriate installation location.

19. ELECTRICITY APPLIANCE TESTING

Council will ensure the testing and tagging of all Council provided electrical equipment within the facility in accordance with Australian Standard AS 3760.

The Licensee will ensure that such tags are not removed or interfered with and will report any equipment without tags. The Licensee will ensure that any item of electrical equipment (including but not limited to appliances, leads, power boards, etc.) brought to the facility bears a current tag in compliance with AS 3760. Council may remove any untagged equipment without notice.

20. EMERGENCY PLAN

It is a requirement that the Licensee has an Emergency plan. This includes emergency numbers, evacuation procedures and contact details. It is expected that Licensees will review this plan every 12 months. Council may from time to time request to view this plan. Council is responsible for the installation, maintenance, repair and replacement of emergency exit lighting.

Council provides and maintains emergency equipment such as hoses and/or extinguishers for fire-fighting and Fire Orders for the guidance of users of the facility.

In return, the Licensee agrees to:

- Keep displayed in prominent locations, emergency notices and Fire Orders.
- Not interfere with any emergency equipment or notices. Replacement or repair of such equipment caused by malicious use shall be at the tenant's expense.
- immediately notify Council if an emergency occurs.

- notify Council if fire-fighting equipment is used.
- prominently display its Emergency Management plan in the facility.
- ensure that the pavilion is left in a safe state at all times including clear access and egress points.
- Keep all emergency and exits and fire doors clear of obstructions at all times

The Licensee/hirer must be aware of proper procedures for and be responsible for the safe and orderly evacuation of guests from the facility if an emergency situation occurs.

21. ESCAPING BALLS

The Licensee will be responsible for balls escaping the facility and will be liable for resulting loss or damage to any property or person. Licensees must work cooperatively with persons suffering loss or damage to ensure such loss or damage is rectified or compensated for.

22. EVENTS ON COUNCIL LAND

Council encourages and supports community groups and organisations to hold their own events within Monash, helping to grow the diverse range of events on offer to our residents and visitors. Any public or private event in an outdoor public space in Monash requires approval from Council.

For more information, visit <https://www.monash.vic.gov.au/Leisure/Planning-an-Event-in-Monash>

23. EXTREME WEATHER POLICY

The Licensee should have an extreme weather policy it adheres too, to ensure the safety of its members. Typically, your State or Local Sporting Association will have a sample policy that you can adopt for your members.

24. FACILITY MODIFICATIONS

The Licensee will be permanently excluded from use of the facility if any part of the facility is:

- modified without written Council permission,
- rendered in breach of any safety or building codes (altered wiring, removal of exit lights, blocking exits, etc.) or
- interfered with in a manner which breaches or voids Council's insurance policy.

If a Licensee wishes to upgrade, improve, extend or modify a pavilion and/or sportsground the Licensee is required to make a formal written application to Council.

A Licensee may submit requests for proposed modification of the facility to Council for consideration as part of Council's building works program. Council, as the facility owner, reserves the right to undertake/contract any works requested at its discretion.

To minimise hazards and risks, Council will be responsible, or engage a contractor, for the management of all approved capital works projects at active reserves. Licensees will not be permitted to undertake or manage capital works at Council owned facilities sited on Council land.

25. FEES AND CHARGES

Licence fees and charges are fixed based on the usage of the Licenced Area, in accordance with Council's 'Schedule of Fees and Charges'. The Schedule of Fees and Charges reflects Council's commitment to support Sporting Club's occupation and use of Council reserves and facilities.

Fees are calculated per team using a reserve and/or pavilion, unless otherwise specified. These fees and charges are GST inclusive. These Fees and Charges are levied under the licence agreement between Council and the Club.

Council has determined that the Schedule of Fees and Charges:

- Is consistent with the grading of the sports reserve, code and pavilion facilities;
- Will recoup approximately 15% of the total estimated expenditure related to the maintenance costs of sporting facilities;
- Actual sports ground maintenance costs will be revisited every five years and the policy methodology reapplied to ensure the fees and charges levied continue to reflect actual maintenance costs;
- In the second, third, fourth and fifth years, fees and charges will be adjusted by a Council approved percentage that is universally applied across all Council programs and services (usually between 2-4% per annum) and applied on a per team basis.

Where the Licensee has outstanding fees greater than 90 days, they will not be eligible for any Council grants, future capital or self-funded projects, any preseason training or be able to host any finals until all outstanding money has been paid to Council.

Licensees may submit a request to Council for a payment plan where they can illustrate hardship. Licensees will be required to submit reasons for hardship and a current copy of the Licensee's financial report.

26. FINALS

As a Licensee's tenancy may conclude prior to the end of their season, Council requires both Licensees and Associations to apply to use Council facilities for finals training and/or hosting of final's matches. This request should be made through IMS at least 4 weeks in advance.

Applications will open around the half way point of the season, associations wishing to secure a venue of finals should make an application with Council. Fee will apply for all finals bookings on sportsgrounds and pavilions.

27. FIREWORKS

The Licensee must not allow any form of fireworks to be used at the Licensed Area.

28. FIRST AID AND INCIDENT REPORTING

Licensees must maintain an appropriately stocked first aid kit at the facility. Licensees should have a documented first aid and incident reporting system to ensure all incidents are recorded. It is essential that records be kept for a minimum of three years for adults and six years for individuals under 18, after initial notification of the incident.

Licensees are strongly encouraged to have a defibrillator within the licensed area.

29. FOOD HANDLING

In Victoria the Food Act 1984 regulates the sale of food to ensure it is safe and suitable for human consumption. All food businesses, including sporting Clubs, must register under and comply with the Food Act 1984 as well as comply with the Australia New Zealand Food Standards Code.

Licensee must not prepare or cook food other than in areas which have been provided or approved by the Council for that purpose. Licensee must keep food handling areas in a clean and hygienic state.

Council's Public Health Unit is responsible for ensuring compliance with the Food Act 1984. For further information on your Licensee's responsibilities please contact the Public Health Unit on 9518 3335 or via mail@monash.vic.gov.au

Temporary Food Stalls

Licensees who operate temporary food stalls, which are one day events such as sausage sizzles, fetes, festivals and fundraising events, require a Temporary Food Permit through a Victorian wide register called 'Streatrader'. To apply for registration or submit a notification please visit <https://streatrader.health.vic.gov.au>

Coffee Vans, Food Trucks etc.

Licensees must obtain Council approval before allowing any mobile coffee vans or food trucks to operate at a reserve. Mobile food trucks and coffee vans are required to be registered under the Food Act 1984 through 'Streatrader' and are required to submit a Statement of Trade when attending events.

30. HEALTH INSPECTIONS

Council's environmental health officers will undertake food safety assessments by inspecting all sporting Clubs using Council facilities at least once per year to ensure that food safety and other health risks are effectively managed and that Licensee are complying with their food safety obligations.

Typically the Environmental Health Officer, will contact the Licensee to undertake these inspections at a mutually convenient time. If a suitable time cannot be agreed, the officer will complete the inspections without the Licensee.

31. GAMBLING

The City of Monash Public Health Approach to Gambling Policy Statement 2016-2020 was adopted by Council at the May 2016 Council meeting. It outlines nine policy priorities that will be applied to all relevant Council planning, policy, programs and decision-making to ensure a whole-of-Council approach.

Licensees are to ensure they do not promote or advertise any gambling organisations or venues within their Licensed Area. It is also prohibited to conduct any form of gambling within the Licensed Area; this includes but not limited to; 'poker nights', 'reserve raffles', 'game of chance' or any gambling at which either directly or indirectly money is passed as a prize.

The Licensee requires Council permission prior to applying for any gaming licence. Further information on permit requirements is available at the Victorian Commission for Gambling and Liquor Regulation at www.vcglr.vic.gov.au

32. GAS BOTTLES

Gas bottles are not permitted to be stored in pavilions, such bottles can be stored in external ventilated cages where possible or removed from site.

33. FURNITURE

Licensees must place tables and chairs and other furniture in a way that allows people with mobility aids and prams to easily access them. They also need to be stored safely.

34. GRAFFITI

Monash Council seeks to reduce incidents of graffiti from within our city with:

- The removal of reported graffiti from Council property within 5 days (or within 4 hours if the graffiti is obscene or offensive)
- free graffiti removal kits for residents and businesses
- free community graffiti removal kit available for loan

Please report any graffiti within the Licensed Area to Council's Customer Services team on 9518 3335 or mail@monash.vic.gov.au

35. INAPPROPRIATE BEHAVIOUR

Monash Council aims to ensure that everyone in the Monash community enjoys the same opportunities, rights and respect, regardless of their gender, sexuality, cultural background, or ability.

Licensees are expected to provide a welcoming, respectful and inclusive environment for all. Council will not support community groups participating in activities that promote disrespectful attitudes, norms, behaviours and practices of any kind. The display of any sexually explicit, offensive material or sexual objectification in any form is prohibited.

Offensive or inappropriate behaviour within the facility is prohibited. The Licensees allocation may be terminated if any offensive or inappropriate activities take place on Council property.

The Licensee acknowledges that the use permitted by these Conditions of Use is additionally governed by Clause 14 of Council's Local Law NO.3 – community amenity: "Behaviour on Council Land"

36. INDEMNITY

The Licensee agrees to indemnify, hold harmless, release and discharge Council, its Councillors, employees, contractors and agents and each of them from and against all actions, costs, claims, charges, expenses, loss and damage whatsoever (including without limitation in respect of physical injury or death) (Claim) which may be brought or claimed against them or any of them, arising out of or in relation to the use of the facility by the Licensee or its members, employees, agents, contractors, licensees and invitees, except to the extent that the Claim is caused or contributed to by any negligent act or omission of Council, its employees, contractors or agents.

37. INSURANCE

The Licensee must ensure that at all times during the term of hire it has in place a current Public Liability Policy of insurance in the name of the Licensee providing coverage for an amount of at least Twenty Million Dollars (\$20,000,000.00) per event.

The Licensee should also ensure that it has the benefit of an insurance policy to cover the Licensee's personal property and the property of its members, visitors, invitees and players stored in the facility, as Council insurance does not cover this property. The Licensee should consult an insurance broker to ensure that it obtains all insurances necessary to cover its activities.

38. ISSUE AND RETURN OF KEYS

Where relevant the Licensee will be issued with two sets of keys for the allocated sportsground and/or pavilion. Licensees will be asked to sign a key register when collecting and returning keys to Council.

Extra keys or the replacement of broken keys are only available from Councils Recreation team. A fee will be charged for additional keys as well as the replacement of lost or damaged padlocks.

To assist the Seasonal Changeover, the Licensee must return keys within 5 days of the end of the

Season, unless prior written approval for an extension is granted by Council.

Any member of the Licensee not returning keys is responsible for any damage caused to the Licensed Area whilst such keys are in its possession.

Any failure to return keys may result in Council changing the locks. The Licensee must pay on demand all costs incurred by Council in changing the locks.

The Licensee must not duplicate or allow keys to be duplicated.

The Licensee must not loan any keys to any other licensee, organisation, school or person unless prior written approval is given by Council.

The full costs of replacement or affected cylinders and keys resulting from lost keys must be paid by the Licensee.

Where relevant swipe cards will be issued for pavilions that have been fitted with this system. Access cards will be programmed for the permitted Licensee hours of use. Any access requirements outside of this needs to be made at least 5 days in advance. Or emergency access within 24 hours. LIMITATIONS OF USE

Neither the allocation to, or use of the facility by, the Licensee creates any tenancy or other property right. The right granted is for the Licensee to use the facility, at the times and for the period stipulated in the booking confirmation or Licence, in accordance with these conditions.

The Licensee must not sell, trade, give away or otherwise deal with any part or full part of its allocation to another Licensee or any other third party.

The right of use of a facility is not exclusive. Council may authorise any other person or organisation to use the facility or any part of it at any time outside the periods of use authorised for the Licensee.

39. LINE MARKING

Licensees are responsible for the application and cost of the sportsground lines for their allocated sport. With the exception of the grass athletics track, where Council will mark these lines.

The minimum distance between the boundary line and any immovable object is to be marked at a minimum of 3 metres or greater if specified by the sporting Association.

Should Council identify that the boundary line doesn't meet the required buffer; the Licensee will be asked to rectify this requirement immediately and will not be permitted to take the field until this is rectified.

The Licensee is prohibited from using any substance/s that could damage the grass or playing surfaces. The Licensee will be responsible for all costs associated with the reinstatement of the damaged surface caused by line marking. Lime is not to be used as a line marker due to potential health risks. Water based paints are recommended.

MEMBER PROTECTION POLICY

A member protection Policy (MPP) is a core policy document for sports Clubs and associations. Licensees should adopt its state or national peak body's policy, or develop their own.

40. NIGHT MATCHES

The Licensee must first seek permission from Council to host any night competition matches. It is essential that sportsground lighting meets the Australian Standards for night competition within each sports regulations.

41. NOISE

Noise levels must be kept in accordance with all legislative provisions including Council's Local Law and at a volume that does not cause annoyance to any person on any premises within the surrounding area.

Licensees are to give consideration to neighbouring properties, please see the Good Neighbour Guidelines for assistance in this matter.

Noise complaints from residents are taken seriously by Council and noted on file. It is the responsibility of Licensee to ensure that all members and visitors abide by these regulations in relation to noise. Continual violations by the tenants could jeopardise tenancy.

Public address systems must not be used or operated prior to 9.00am or after 6.00pm on any day.

42. NUISANCE

The Licensee will ensure that no nuisance, whether from noise, vehicles, behaviour, escaping balls or any other cause, is occasioned to members of the public and neighbouring properties.

43. PAVILION HOURS

Pavilion hours of use are limited to the following hours:

Monday	7am – 10.30pm
Tuesday	7am – 10.30pm
Wednesday	7am – 10.30pm
Thursday	7am – 11.00pm
Friday	7am – 12.00midnight
Saturday	7am – 12.00midnight
Sunday	7am – 10.30pm

44. PEGGING OR SPIKING

Licensee are not permitted to peg or spike items into the sports grounds. Pegging or spiking may damage sprinklers, sub-surface drip irrigation lines, wires, connections or other underground services. Licensees that are found to have pierced any underground infrastructure will be responsible for the repair costs.

45. PERMITTED USE OF SPORTING PAVILIONS AND GROUNDS

As per the License Agreement with the City of Monash and the associated 'permitted use', the Licensee is licensed to use the facilities for the following types of activities:

- The Licensee's regular home and away, Association sanctioned, sporting competition.
- Training for competition.
- Licensee related social and fundraising functions or activities.

46. PRACTICE MATCHES

Due to sportsground renovations and season change over, no Licensee will be guaranteed use of Council owned or managed sportsgrounds for a practice match. Practice matches do not constitute part of the standard sportsground allocation and will be charged under a casual hire agreement.

47. PRESEASON TRAINING

Council will endeavour to provide some available facilities for pre-season training. However, no

Licensee will be guaranteed use of Council owned or managed sportsgrounds for pre-season training. Pavilions will not be available for pre-season training. However, if the Licensee requires use of a pavilion for pre-season training prior to the commencement of the changeover/renovation period between seasons, negotiations will need to be undertaken with the incumbent Licensee occupying the pavilion. Any agreement reached between Licensees must be in writing and as per the Share Use Agreement and must be approved by Council before it becomes operative.

Pre-season training does not constitute part of the standard sportsground allocation.

All requests for use of a sportsground for pre-season training must be directed to Recreation Services and be booked using the IMS online booking system.

48. PRIVACY STATEMENT

Personal Information collected by Council is used for municipal purposes as specified in the Local Government Act 1989. The Personal Information will be used solely by Council for these purposes and or directly related purposes. Council may disclose this information to other organisations if required by legislation. The applicant understands that the Personal Information provided is for the above purpose and that he or she may apply to Council for access to and/or amendment of the information. Requests for access and or correction should be made to Council's Privacy Officer.

49. PORTABLE SOCCER GOALS

If using portable soccer goalposts the Licensee is to ensure that the posts comply fully with the Australian Standard HBB 227-2003. This includes the manufacture, use and storage of these goalposts. Portable Soccer Goals are the responsibility of the Licensee. All Licensees must:

- Ensure that portable goals are securely anchored to the ground.
- That all equipment and safety padding be checked and adjusted before every use.
- Never allowing any person to climb on netting or goal framework.
- Safety warnings are prominently positioned and clearly visible on the goal posts.
- Ensure that goal posts are safely stored to prevent unauthorised use and potential injuries.
- Goal posts which are not stored correctly will be removed and disposed of by Council at the Licensee's cost.

50. REPORTING DAMAGE, HAZARDS OR MAINTENANCE ISSUES

Licensees are required to report any damage, hazards or maintenance requirements to Council's Service Centre on 9518 3555 or recreation@monash.vic.gov.au. Officers will report the item onto the Council maintenance tracking system. The Licensee must provide Council with as much detail as possible about the damage and required works. The Officer will provide the Licensee with a tracking request number which can be used to track the progress of works in the future.

51. RESERVES MANAGER – INTEGRATED MONITORING SYSTEM (IMS)

The IMS, Reserves Manager program is an online system that allows Council to easily check and capture anything that requires attention and delegates responsibility to either a Licensee representative or Council.

The program is used to manage sportsground bookings, collating all the required paperwork and data to allow Council to manage clashes and approve bookings.

IMS users need to endeavor to keep their contact information up to date as committees and office bearer's change. They must also indicate to Council if there is any changes to the Licensee's nominated Council Liaison Person.

52. RISK MANAGEMENT

The Licensee must ensure that ground risk assessments are completed in compliance with the requirements of their Association, or with Council's requirement when the association is silent on the matter.

Prior to each event (or use of the facility or part of the facility) the Licensee must inspect the facility to ensure it is free from hazards prior to using it.

Any issues or hazards, including damage to the facility or non-compliance with usual standards, must be advised to Council as soon as possible. Where the hazard has safety implications, Council must be telephoned on 9518 3335. The facility must not be used until the hazard or defect has been remedied. The Licensee is responsible for monitoring and securing an area with a hazard until Council staff or authorised contractor arrives.

53. SANITARY BINS

Sanitary bins will be supplied and serviced by Council. Licensees, need to ensure they remain in the bathroom/ toilet area and are accessible for all users of the facility.

54. SEASONAL CHANGEOVER LICENSED AREA INSPECTIONS

An inspection of the Licensed Area by Council and the Licensee will be carried out at the nominated Seasonal Changeover date, on such date and time as Council informs the Licensee in writing.

A nominated representative of the incoming and outgoing Licensees is encouraged to be present at the Inspection. The Inspection conducted will be a thorough inspection covering breakages, cleanliness and general wear and tear of the facility.

The Licensee must, at its cost and to Council's satisfaction, clean the facility prior to the change cover inspection.

Only one inspection will be conducted at each site, should the facility not be cleaned for the inspection, the Council Officer will engage a commercial cleaner to clean the facility to a standard, where the pavilion can be handed over to the incoming Licensee This cleaning cost will be invoiced to the outgoing Licensee. Where co-occupied the costs will be shared.

Any maintenance or damage requirements identified during the inspection will be carry out by Council and it is deemed a result of miss use the Licensee will be invoiced for these repairs.

55. SECURITY AND ACCESS

The Licensee is responsible to ensure the facilities are securely locked when not in use. Clear access and egress points must be maintained at all times. All emergency and exits and fire doors must be clear of obstructions.

56. SCHOOLS BOOKINGS

All schools are to contact Recreation Services to book any sportsground or pavilion. Where possible, Council will give the Licensee notification when a school group has booked a pavilion or sportsground that may impact on its allocated times.

57. SCOREBOARDS

Electronic scoreboards are to be fully funded and maintained by the Licensee. Licensees wishing to install a scoreboard, must first seek Council approval on the board size, location and provide evidence that the board can be fully funded by the Licensee.

58. SHARED USE AGREEMENT

Where the facility has a co-occupant, Licensees are required to complete a Shared Use Agreement

that outlines each occupier's responsibility. A sample of this agreement is attached to the Licence as Annexure F.

59. SIGHT SCREEN

Sight screens are the sole responsibility of the Licensee and Licensees have full renewal and maintenance responsibilities.

Only portable sight screens are permitted on premier level cricket grounds.

60. SIGNAGE

Community Billboard advertising boards

Community events can be advertised to assist Local Community organisations to assist with the publicity of significant events. Permits are available to place advertising boards at three pre-determined, strategically located Council properties.

There are three sites within the City of Monash where advertising boards can be placed temporarily, contact the Community Laws Department on 9518 3555.

These sites are located at:

- corner Stephenson Rd and High Street Rd
- corner Springvale Rd and Waverley Rd
- corner Huntingdale Rd and High Street Rd

The following conditions needs to be adhered to in relation to erecting advertising signage.

- Posts have been erected so that boards can be securely mounted
- Signs must be limited to 2 metres x 2 metres in size
- No permit fee will apply to local community groups
- No commercial advertising is permitted other than as incidental in sponsorship to the function. Accordingly, reference to any sponsor(s) should not dominate the sign and address the telephone number of such sponsor (s) should be omitted.
- The billboard is to be removed on the date indicated, or Council may impound it.

Naming of a Council Sports and Recreation Facilities

Licensees should refer to the Guidelines for 'Community Request for the Naming of Council Facilities'.

Internal Pavilion signage

Wherever possible, signs inside Licensee rooms and pavilions should be placed at eye level to make them easier to read.

Licensees should consider a small sign on the pavilion advising of the times the pavilion and oval are used by the tenants.

Signage around the reserve

Licensees must obtain Council's written approval prior to installing any signage at a sport and recreation facility. All approved sponsorship signage is to be attached to the perimeter fence of a playing field only and should be facing inwards. No other signage around the reserve will be approved. Signage must only be used during your permitted season, removing such signage should be completed with the Licensee is out of season. Council is responsible for the installation of wayfinding, directional and reserve / pavilion.

Licensees are responsible for the installation and removal of all approved signage. Licensees must clean and maintain all approved signage in a good condition. Where a Licensee is requested to remove a sign and does not do so within 14 days, Council may remove the sign and the Licensee will be responsible for covering the costs associated with the sign's removal, storage and or disposal.

61. SMOKING

Under the Tobacco Act 1987, smoking is prohibited within ten meters of outdoor public children's playground equipment, skate parks and sporting venues during junior organized sport.

Licensees are advised that smoking is prohibited in all Council owned buildings including sports pavilions, with no person able to smoke within five metres of doorways or open windows. It is the responsibility of Licensee to uphold this requirement in the interests of community health.

Any evidence of smoking within a Council pavilion will result in a review of the user group's allocation of that pavilion, which may also jeopardise any future allocations.

Licensees must display no smoking signs as requested.

62. SPORTS GROUND LIGHTING

Council is responsible for the supply and construction of training standard lighting of 50lux. The Licensee is required to fund 20% of the cost of upgrading from 50lux to 100lux and 100% of the costs from 100lux to 150lux.

Council's contribution will be dependent on funding available within the capital works budget. Council must receive a Licensee's financial contribution before any work can commence.

Sports ground lighting on Council land remains the property of Council and cannot be removed in part or full.

Council will maintain floodlight towers and fittings, and undertake globe replacements. Globes may not necessarily be replaced as soon as the fault is reported due to costs associated with completing such repairs. Licensees will be responsible for the costs of all replaced globes.

Lighting use required beyond 9 pm will require prior permission from Council.

63. SUBLETTING

The Licensee is not permitted to sublet hire or enter into any agreement for the use of any part of the licensed area. All booking enquiries must be directed to Council's Recreation Services team.

64. TEMPORARY CLOSURE OF GROUNDS

Council reserves the right to close any sports ground in poor weather conditions or to protect the playing surface, complete capital or maintenance works, or to allow rehabilitation of the ground after damage.

Council will endeavor to notify any Licensee affected by a ground closure as early as possible to allow for alternative arrangements.

65. TERMINATION OF USE

Upon cessation or termination of authorisation of use, the Licensee will remove all property of the Licensee, return all keys and settle all outstanding claims by Council for fees or reimbursements for damage or otherwise, as soon as practicable. The Licensee must cease to use the facility for sports immediately upon the authorisation ending.

66. UTILITY CHARGES

Licensee are responsible for paying the utility charges related to their allocation. This includes all telephones, electricity, and gas accounts. The Licensee is not required to pay for water and garbage collection.

Where there is more than one Licensee, the Licensee will use its best endeavours to agree with the other Licensees upon the apportionment of the utility bills at the commencement of their respective seasons.

It is recommended that the Licensees enter into a shared use agreement for the distribution of utility costs, a sample of the shared use agreement is available as an annexure.

If there is any dispute as to the apportionment of the utility bills the Licensee agrees and acknowledges that the dispute will be determined by Council's Active Monash Department, whose decision will be final and binding on the parties.

Prior to the Seasonal Changeover (for Co-occupants), the utility bills should be reconciled and re-addressed by mail to the incoming tenant to avoid costly disruptions of the services.

67. VEHICLES

The Licensee must ensure that vehicles are not driven on to the playing fields, passive recreation or open space areas. The Licensee, its members, visitors and invitees are required to comply with all notified parking restrictions. Subject to the direction of Council officers, the Licensee is responsible for the control of vehicles parked in the reserve by members and visitors.

No motor vehicle, bicycle, scooter, cart or other vehicle, whether propelled by mechanical, human or animal power, may be driven through any sports ground without prior permission from Council.

Emergency vehicles are exempt.

68. THE VICTORIAN GOVERNMENT'S FAIR PLAY CODE

The Victorian Government's Fair Play Code of conduct for Sport and Recreation in Victoria, outlines the standards of behavior expected for everyone involved in sport and Recreation.

The Fair Play Code encourages appropriate standards of behaviour to enable every Victorian to be involved in sport and recreation that is safe, welcoming and inclusive. It also includes integrity, respect, responsibility, fairness and safety as 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.

69. WASTE AND LITTER MANAGEMENT

Hard rubbish Collection

Licensees within a reserve in the City of Monash, can access Council's hard rubbish service. For further information and to book this service, contact Council's Service Centre on 9518 3555.

Hard rubbish includes all waste that will not fit in your garbage bin, including: furniture, e-waste, appliances, and general junk;

Hard rubbish collection will NOT collect:

- mattresses;
- car parts, batteries or tyres;
- gas bottles;
- chemicals and liquids (including paint and oil);

- commercial or business waste;
- waste material from building, renovation or demolition (including timber, bricks, concrete, rubble, fencing and pallets);
- items which are too heavy to be lifted by two people; and
- broken glass, asbestos, cardboard or newspapers.

Size limits

The maximum amount of hard waste is three cubic metres. The maximum length or height of any individual item is two metres.

Recycling and Waste

Recycling and waste must be correctly separated into the correct waste streams provided:

- Mixed recycling (yellow lid); plastic cutlery, plastic plates, paper, cardboard, plastic bottles, plastic containers, glass, cartons, cans and aluminium foil.
- Landfill (red lid); bin bags, cling wrap, plastic wrappers and polystyrene.
- When vacating the venue, the contents of the bins must be emptied into the corresponding secure Council bins.
- When emptying the mixed recycling, please ensure that the contents are emptied out of the plastic bin bags (the bin bag can then be placed in the landfill bin).

Dumped and Illegal Rubbish

Rubbish dumped on Council land should be reported to Council's Customer Service team for immediate removal.

70. WATER

Council will pay all water utility bills for the pavilions and reserves. Where stipulated, the Licensee will be on-charged the full or partial costs of the water bills.

71. WITHDRAWAL OF SPORTSGROUNDS

The Licensee acknowledges and agrees that Council may at any time withdraw from the Licensee either permanently or for a period of time, the use of any facility or part facility for any reason including but not limited to:

- The sportsground is unplayable due to inclement weather;
- The sportsground is unsafe for match play;
- The sportsground requires surface repairs and/or redevelopment works;
- The sportsground is required for a community event;
- Breach by the Licensee any of these Conditions of Use.

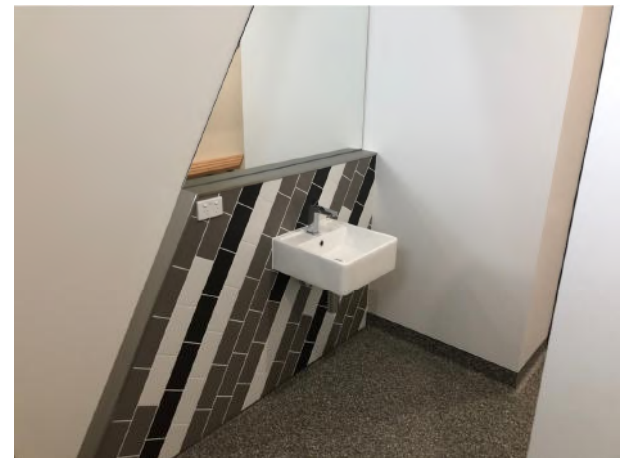
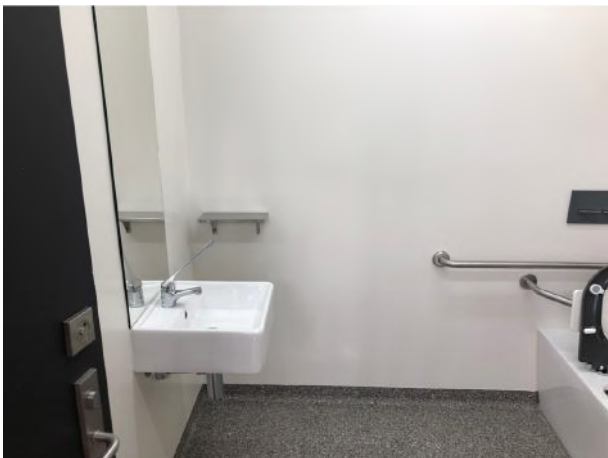
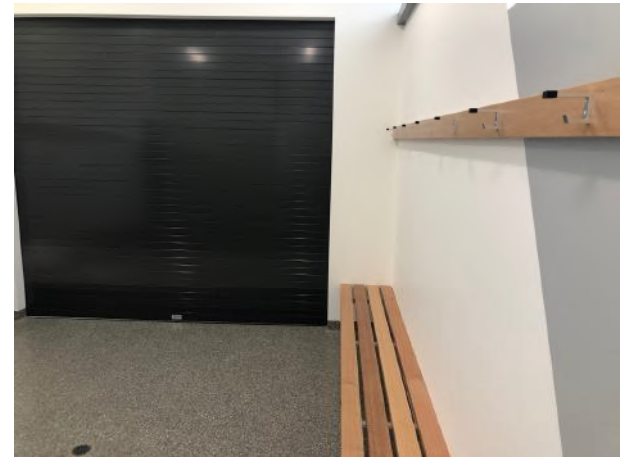
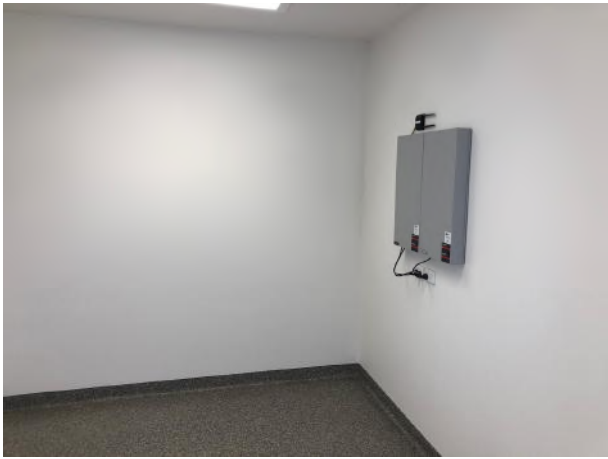
The Licensee it will not be entitled to any compensation, or the reimbursement of the Licence Fee (or any other money payable by the Licensee to Council under this Licence) if Council makes a determination; and

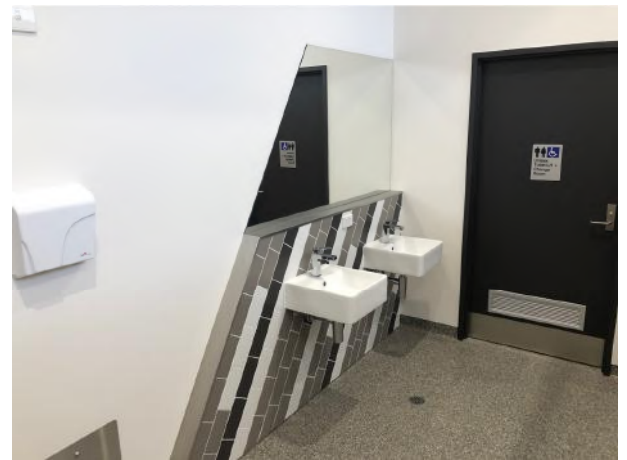
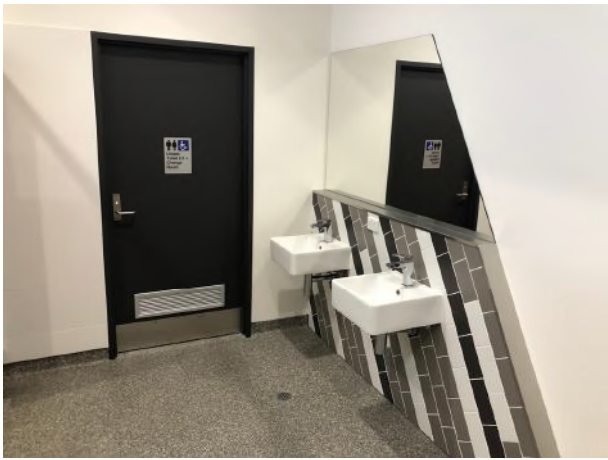
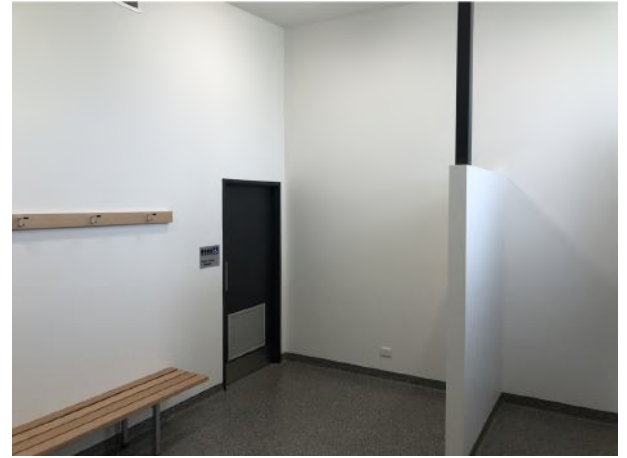
The Licensee must ensure it takes steps to prevent over use of playing surfaces to minimise the prospect of ground usage restrictions being imposed.

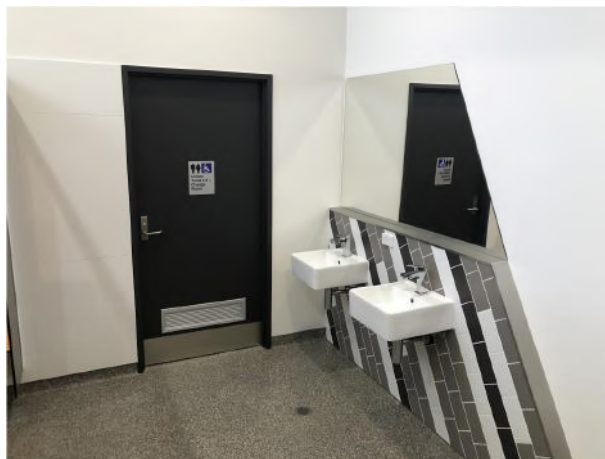
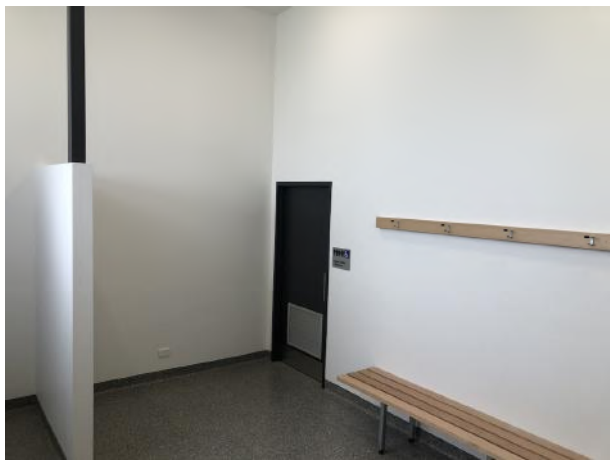


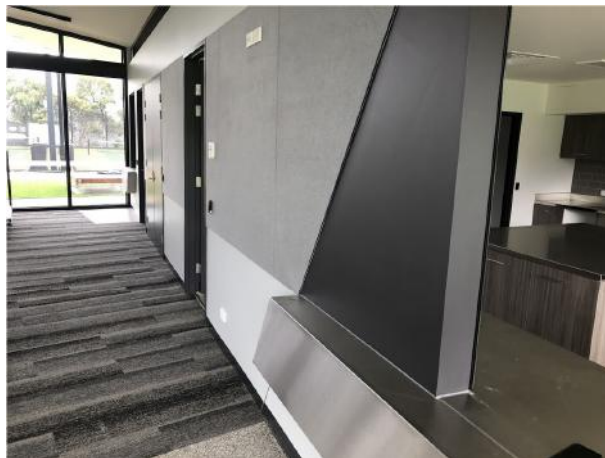
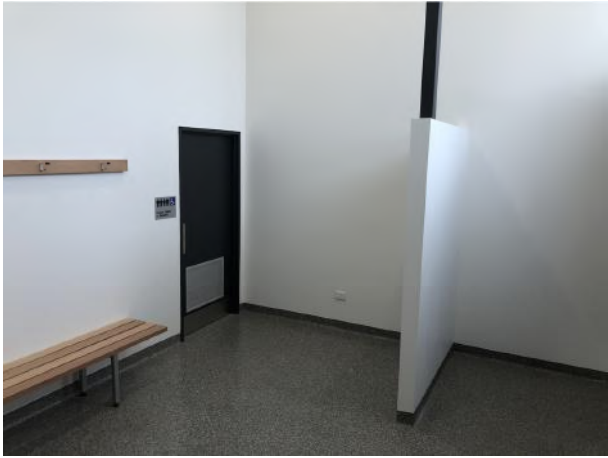
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Annexure F – Condition at Commencement

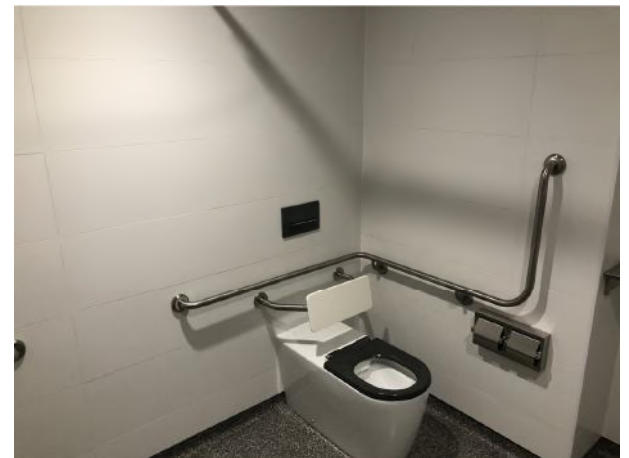
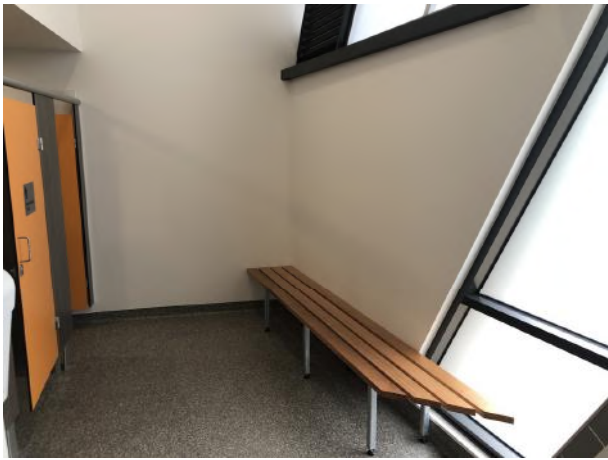


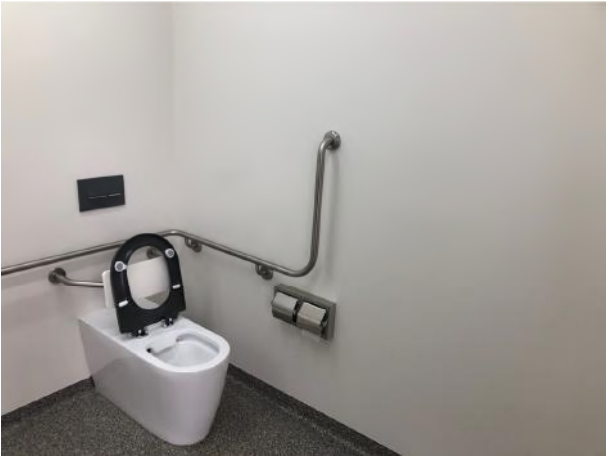












MONASH CITY COUNCIL

LICENCE

CROWN LAND (RESERVES) ACT 1978
Section 17B

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee HEREBY AUTHORISES the Licensee to use the licensed premises described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the Crown *Land (Reserves) Act 1978* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

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

.....
Print Full Name

The Licensee hereby agrees to comply with the terms and conditions of this Licence.

Executed by Oakleigh Tennis Club Inc. A0012347X)
in accordance with Section 38 of the Associations)
Incorporation Reform Act 2012 (Vic):)

DocuSigned by:)
Donald Smith)
FE404794AF8847G.....)

Signature of Committee Member/Secretary

Donald Smith DocuSigned by:)
.....)

Print full name

Michael Roberts
25D5A5E906D54AC.....)

Signature of Witness

Michael Roberts
.....)

Print full name

Approved by
as delegate for the Minister
on

NOTE:

- | | |
|---|--|
| 1 | <i>This Licence is not valid until it has been approved by the Minister or the Minister's delegate.</i> |
| 2 | <i>This Licence is an important document and should be stored in a secure and safe place.</i>
<i>In the event of loss, a replacement fee will be charged.</i> |

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SCHEDULE

1. **Licence Number:** Not applicable
2. **Licensor:** Monash City Council
3. **Licensor Address:** 293 Springvale Road, Glen Waverley, Victoria 3150
4. **Licensee:** Oakleigh Tennis Club Inc. A0012347X
5. **Licensee's Address:** 6 Botanic Drive, Glen Waverley Vic 3150 or
Caloola Reserve, 85 Atkinson Street, Oakleigh Vic 3166
6. **Commencement Date:** 1 January 2021
7. **Term:** 10 years
8. **Further Term:** Not applicable
9. **Licence fee:** As per the City of Monash, Fees and Charges, Sporting Reserves and Pavilion schedule per annum plus GST
10. **Licence fee review:** The Licence Fee will be adjusted annually in accordance with Council's Annual Budget Process. The date of Licence Fee increase will be 1 July 2021 and annually every year thereafter.
11. **Payable:** Annually as charged
12. **Reservation description:** Crown land temporarily reserved for public recreation purposes by Order in Council of 17 July 2018 (vide Victoria Government Gazette No. G29 19 July 2018 page 1628)
13. **Licensed premises:** The areas defined in green on the plan attached being part of the Caloola Reserve, Atkinson Street, Oakleigh. The land identified as Crown Allotment 2008 Township of Oakleigh, Parish of Mulgrave.
14. **Area:** As per the Licensed Plan
15. **Powers under which Licence granted:** Section 17B Crown Land (Reserves) Act 1978
16. **Specified Purposes:** For the purposes associated with the administration of the tennis club including socialising, education and club organised meetings and events
17. **Amount of Public Liability Insurance:** \$20 million
18. **Special Conditions:** The special conditions set out in ATTACHMENT 1 – SPECIAL CONDITIONS

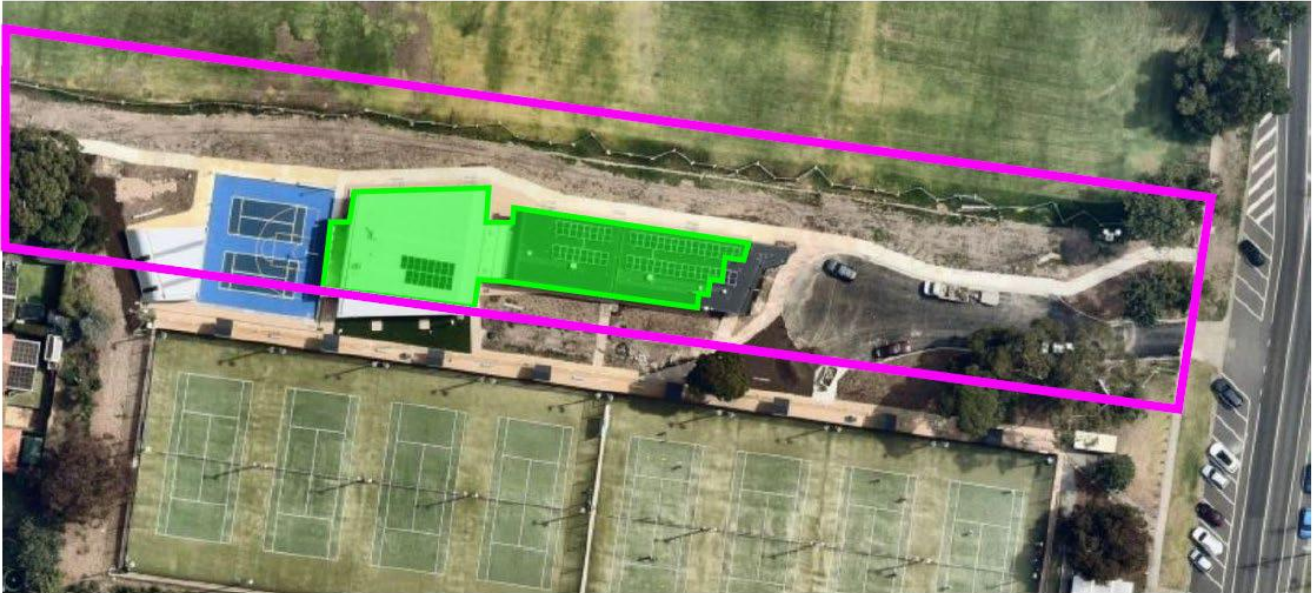
RECITALS

1. Oakleigh Tennis Club Inc. (Registration No. A0012347X) has an existing Lease for the use and occupancy of 7 tennis courts and a pavilion within the grounds of the Oakleigh Recreation Reserve, 2A Park Road, Oakleigh. The Lease commenced on 15 September 2011 for a term of 12 years and expires on 14 September 2023.
North Oakleigh Tennis Club Inc. (Registration No. A0005925E) has an existing Lease for the use and occupancy of 3 tennis courts and a pavilion located at 14-16 Atkinson Street, Chadstone. The Lease commenced on 1 October 2006 for a term of 15 years and expires on 30 September 2021.
2. Both Clubs had made many improvements to their former premises:
 - In the case of Oakleigh Tennis Club, these improvements included new lights on 4 of the courts in 2014, into which Oakleigh Tennis Club invested \$17,187.00.
 - In the case of case of North Oakleigh Tennis Club, these improvements included the courts and pavilion, which were about 80% funded by the Club.
3. The Clubs offered to relocate from their former premises and to relocate to a New Tennis Facility at Caloola Reserve to provide Monash Council with the maximum space for the Oakleigh Recreation Centre's expansion at Oakleigh Tennis Club's former (Park Road) location, and funds from the sale of the land at North Oakleigh Tennis Club's former (Atkinson Street) location.
4. The Council entered into discussions regarding the construction of and relocate of the Clubs to the New Tennis Facility.
5. The Council executed a Heads of Agreement, in 2017, which set the basis for:
 - the terms of occupation of the New Tennis Facility, and
 - a requirement for the two Clubs to surrender their existing Leases and surrender their fixed assets at the leased areas, and
 - a requirement that the two clubs effectively amalgamate, and
6. As part of the relocation, the two Clubs surrendered the Lease Agreements mentioned in Recital 1 in 2019 - 2 years ahead of their expiry/renewal dates. The Lease (for the Caloola Reserve courts) and Licence (for the Caloola Reserve pavilion & storage areas) replace the Clubs' former Leases which covered their courts, clubhouses and surrounds.
7. Oakleigh Tennis Club Inc. and North Oakleigh Tennis Club Inc, have effectively merged and now operate under the existing entity Oakleigh Tennis Club Inc. (Registration No. A0012347X).
8. Monash City Council and Oakleigh Tennis Club are currently negotiating a Lease for Tennis Courts on the Council land adjacent to the proposed Licensed Area, as part of the New Tennis Facility.
9. The parties have agreed to enter into a licence for the use of the newly constructed Multi-Purpose Pavilion subject to the terms and conditions of this Licence.

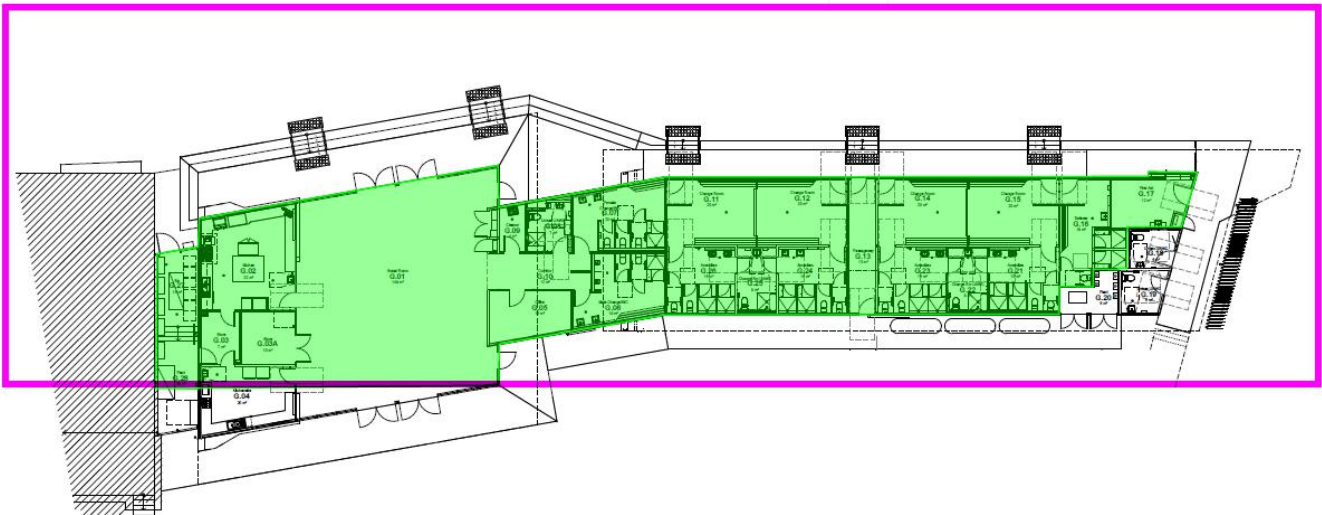
PLAN OF LICENCE PREMISES

The Licensee will be permitted to occupy defined areas of the new Multi-purpose Pavilion depicted in the Plan below:

 **CROWN ALLOTMENT BOUNDARY**
 **LICENSED AREA**



 **Clubs Licensed Area**



LICENCE CONDITIONS

1 GRANT

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed premises or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 LICENSEE'S OBLIGATIONS (POSITIVE)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:

2.1 Licence fee

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 3 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in special condition 1 of Attachment 1 of the Licence without demand, deduction, set-off or abatement.

2.2 Rates and Taxes

- 2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed premises;
- 2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes;
- 2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 Indemnity

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 Public Liability Insurance

A public liability insurance policy over the premises (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 17 of the Schedule), which is endorsed (as follows), to note:

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water and Planning, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 17 of the Schedule for any one occurrence.'

2.5 Maintenance

- 2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-

- 2.5.1.1 Keep the licensed premises free of pest animals and weeds;
- 2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 Fire Protection Works

Undertake all fire protection works on the licensed premises required by law to the satisfaction of the Licensor and the responsible fire Authority

2.7 Condition at Termination

On expiry or prior determination of this Licence return the licensed premises to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.8 Notice of Defects and other matters

- 2.8.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed premises and of any circumstances likely to cause any damage risk or hazard to the licensed premises or any person on it;
- 2.8.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed premises and full details of the circumstances of it;
- 2.8.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and
- 2.8.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 Arrears and Interest

2.10.1 Pay to the Licensor:-

- 2.10.1.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the **Penalty Interest Rates Act 1983** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
- 2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 18 of the Schedule.

3 LICENSEE'S OBLIGATIONS (NEGATIVE)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not:

3.1 Use of Licensed premises

Use the licensed premises for any purpose other than the specified purpose referred to in Item 16 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do not cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed premises.

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 Licensor's Entry

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

3.6.1.1 retaking or attempting to retake possession of the licensed premises;

3.6.1.2 inspection; or

3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 Erection of Improvements

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 GENERAL CONDITIONS

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

- 4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.
- 4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.
- 4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.
- 4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Ownership of Improvements

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 Licensee's Chattels

- 4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.
- 4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.
- 4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 Licensor may remove and dispose of Licensee's chattels

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

4.9 Additional Approvals

If the Licensor is a Committee of Management or Trustees the approvals required in Conditions 3.1 and 3.8 shall be read to mean the Licensor and the Secretary or delegate.

5 DEFINITIONS

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 6 of the Schedule and is the first day of the term;

"**Crown**" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"**Department**" means the Department of Environment, Land, Water and Planning or its successor in law;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed premises**" means the land and structures described in Item 13 of the Schedule;

"**Licence fee**" means the licence fee described in Item 9 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 4 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management in Item 2 appointed by the Minister to manage the reserved land described in Item 12 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Environment, Land, Water and Planning or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

"**Minister**" means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Environment, Land, Water and Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 7 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994*, and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 INTERPRETATIONS

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

ATTACHMENT 1 – SPECIAL CONDITIONS

1. Payment of Licence Fee

The Licence Fee for the first year of the term will be the amount which has been determined in accordance with City of Monash's current Fees and Charges Sporting Reserves and Pavilions.

- 1.1 The Licensee must pay the Licence Fee to the Council in the following manner by electronic funds transfer in to the following bank account:

Bank Westpac
BSB 033-385
Account no. 779908
Account name Monash City Council Debtors

(or into such other bank account as the Licensor may nominate to the Licensee in writing from time to time).

2. Additional Charges

- 2.1 Whilst the Licensee remains in occupation of the Licensed Premises, the Licensee is not required to pay any rates, taxes, charges or levies assessed in connection with the Licensed Area.
- 2.2 Whilst Licensee remains in occupation of the Licensed Premises, the Licensee is required to pay for Services namely water, gas, electricity and telephone.
- 2.3 Notwithstanding Clause 2.2 of this Licence, the Licensee is not required to pay for garbage collection.
- 2.4 Where there is more than one Licensee at the Premises, all Licensees will use their best endeavours to agree with the other Licensees upon the apportionment of the utility bills at the commencement of their respective seasons;
- 2.4.1 The agreement required in Special Condition 2.4 will be formalised in a Shared User Agreement. A sample Shared User Agreement template can be found on Council's website.

3. No business or commercial activity

The Licensee must not allow any part of the Licensed Area to be used for any type of business or commercial activity. For the avoidance of doubt, the following items are considered not a commercial activity:

- a) Selling club memberships;
- b) Selling food and non-alcoholic drink;
- c) Selling alcohol (if the club chooses to obtain a Liquor Licence);
- d) Selling club merchandise, clothing or other tennis-related equipment;
- e) Re-stringing, re-gripping or other repairs to tennis racquets.

4. Hours of Operation / Hours of Use

- 4.1 For the purposes of this Special Condition 4:

'Permitted Hours of Operation' / 'Hours of Use' means:

The hours as outlined below:

Mon - Sun: 7:00am until 12 midnight

- 4.2 The Licensee must:

- 5.2.1 not operate its activities at the Licensed Area outside the Permitted Hours of Operation;
- 5.2.2 ensure that its use of the Licensed Area at all times complies with the requirements of the *Environmental Protection (Residential Noise) Regulations 1997 (Vic)*;
- 5.2.3 seek Council's written consent to any variation to the Permitted Hours of Operation at least 10 days prior to requiring any such variation; and
- 5.2.4 where the Licensee uses the Licensed Area outside of the Permitted Hours of Operation, the Licensee must pay to Council within 30 days of demand the Casual Community/Not for Profit Community Halls Hire Rate as determined within Council's Annual Budget process, for each hour or part thereof of use.

5. Noise and Nuisance

- 5.1 The parties agree that the Licensee may play background music at the Licensed Area provided that:
 - 6.1.1 all relevant laws and regulations are complied with, including the requirements of the State Environment Protection Authority; and
 - 6.1.2 the playing of such music is not unreasonably loud and does not cause undue disturbance to the surrounding area.
- 5.2 If any music or noise flowing from the Licensed Area is in the Council's opinion inappropriate or unreasonably loud, the Council may request that the Licensee cease playing such music or creating such noise or lower the sound level.
- 5.3 The Licensee must not allow any spriuking from the Licensed Area or surrounding area.

6. Liquor Trading Hours

- 6.1 **Liquor Trading Hours** means the hours which Council will allow alcohol to be consumed and served. Hours are subject to alteration by Council at any time, in its absolute discretion as Land Manager of the Licensed Premises.
- 6.2 Where the Licensee has a current license or permit under the Liquor Control Reform Act 1998 (**Liquor Licence**), the consumption and sale of alcohol to the Licensee's members is only permitted during the following Liquor Trading Hours:

Monday to Thursday:	Between 6:00 pm to 10:00 pm
Friday:	Between 6:00 pm to 11:00 pm
Saturday:	Between 1:00 pm to 11:00 pm
Sunday and Public Holidays:	Between 1:00 pm to 10:00 pm
- 6.3 Where the Liquor Trading Hours outlined in Special Condition 6.2 are greater than the Trading Hours as outlined in the Liquor Licence, the provisions of the Liquor Licence apply.
- 6.4 The Licensee must not sell liquor at the Licensed Area outside the Liquor Trading Hours, unless it obtains Council's prior written consent for each function, which may be given or withheld at Council's absolute discretion.
- 6.5 The sale and consumption of alcohol must only occur within the Pavilion within the Licensed Area.
- 6.6 The Licensee must at all times during the Liquor Trading Hours, ensure the serving of alcohol is managed in accordance with the Responsible Serving of Alcohol requirements.

7. Gambling

- 7.1 The Licensee must not apply for or hold any licence under the *Gambling Regulation Act 2003* (Vic) in respect of the Premises.
- 7.2 The Licensee must abide by the Licensor's 'Approach to Gambling Policy'.

8. Customer Comment and Complaints Register

- 8.1 Prior to the Licensee commencing trade from the Licensed Area, the Licensee must, at its own cost, develop and display a customer comments and complaints register (**Register**), which is openly promoted to, and accessible by, customers of the Licensee, to record comments or complaints made in respect of the conduct of the Licensee's business from the Licensed Area.
- 8.2 The Licensee must make the Register available for inspection by Council upon request.

9. Use of Council's Logo

The Licensee must not use the Council's name or logo to market the Licensed Area or in any form of advertising or promotional material associated with the Licensed Area without the Council's prior written consent (which may be granted or withheld in Council's absolute discretion).

10. Vending machines

The Licensee must seek Council's consent prior to install in the Licensed Area any machine for entertainment or dispensing food refreshments or merchandise.

11. Food legislation

The Licensee must:

- 11.1 comply with all provisions of the *Food Act 1984* (Vic) (**Food Act**);
- 11.2 provide the Council with copies of any notices issued under the Food Act within 14 days of receipt of such notices;
- 11.3 obtain and keep a current certificate of registration for food Licensed Area in accordance with the Food Act (**Registration Certificate**); and
- 11.4 promptly notify the Council in writing if:
 - a) the Registration Certificate is cancelled or suspended; or
 - b) if the Licensee receives any notice in relation to the Registration Certificate; or
 - c) and order is made against the Licensee in respect of a breach of the Food Act or any associated act or regulation.

12. Council's standards for the Licensed Area

The following items must not be visible inside the Licensed Area:

- 12.1 stored items;
- 12.2 garbage; and
- 12.3 deliveries.

13. Office Space

The Oakleigh Tennis Club (OTC) will be the primary users of the office area. Clubs to only be given access to their primary spaces. Should there be agreement to use another space, access will be provided by the primary user of the space.

14. Kitchenette

The OTC will be the primary user of the kitchenette and the bigger kitchen will be the primary space of the cricket and soccer clubs. Clubs to only be given access to their primary spaces. Should there be agreement to use another space, access will be provided by the primary user of the space.

15. Monash Environmental Sustainability Guidelines

The Licensee must comply with the obligations set out in ATTACHMENT 4 – MONASH ENVIRONMENTAL SUSTAINABILITY GUIDELINES attached to this licence and acknowledges that the Council reserves the right at its sole discretion to update the above Guidelines at any time.

16. Cleaning

16.1 In addition to clause 3.3 of this Licence, the Licensee must:

15.1.1 ensure the Licensed Area is clean and well maintained;

15.1.2 ensure that the Licensed Area, including the Council's fixtures and fittings, is maintained and kept in good repair and condition;

15.1.3 remove rubbish and garbage from the Licensed Area, including tables and chairs, at the expense of the Licensee as directed by Council.

15.1.4 dispose of all hazardous material in accordance with relevant regulations;

15.1.5 make good any damage to the Licensed Area caused by the Licensee or the Licensee's staff, suppliers or contractors

17. Strategic Plan

The Licensee acknowledges that this Licence is granted to the Licensee in accordance with the Council's Strategic Plan and the Monash Access and Equity Strategy and their strategic objectives.

18. Tax exempt

The Licensee must not undertake any activity or permit anything to be done which may cause it to cease being exempt from Commonwealth income tax under the *Income Tax Assessment Act 1997* (Cth).

19. Membership of Licensee

The Licensee must:

19.1 permit residents and ratepayers of the municipality to become members of the Licensee upon satisfying the Licensee's reasonable requirements for membership;

19.2 upon demand, inform Council of the number of members of the Licensee; and

19.3 within 7 days of demand, provide all necessary documents to Council to verify the membership of the Licensee.

20. Acknowledgement of Council's support

The Licensee must include, in all written correspondence issued by the Licensee, and on the Licensee's website, a statement in a form approved by Council acknowledging Council's support of the Licensee's activities.

21. Licensee name and amalgamation

The Licensee must obtain the prior written consent of the Council (which consent may be granted or withheld by the Council in its absolute discretion) if the Licensee wants to:

- 21.1 change its name; or
- 21.2 merge or amalgamate with any other association or entity.

22. Additional signage

The Licensee must not erect any sign on the Licensed Area without prior written consent from Council.

23. Reporting requirements

Within 60 days of the end of each Financial Year, the Licensee must provide Council with the following information:

- a list of office bearers and committee members and contact details;
- a copy of its current public liability insurance certificate;
- a copy of its incorporation certificate;
- copies of all certificates required under the Food Act 1974 (Vic) for the handling of food at the Licensed Area;
- an annual report including a statement of assets and liabilities and profit and loss statement for the Licensee for that financial year
- minutes from the annual general meeting;
- a written report detailing; the activities conducted by the Licensee during the preceding year and, where applicable, a list of the groups which have used the Licensed Area and a list of times at which the Licensed Area was used and a list of times which the Licensed Area is proposed to be used in the following year;
- a strategic plan or business plan for the following year;
- a copy of the Licensee's emergency management plan;
- when requested a copy of the Licensee constitution;
- where the Licensee / club /user groups office bearers or contacts change during a season or prior to its Annual General Meeting, the Licensee must notify Council within ten (10) days of the change being made

24. Working with Children Checks

- 24.1 This Special Condition applies if the Licensee's activities at the Licensed Area involve persons engaged in 'Child-related Work' within the meaning of the *Working with Children Act 2005* (Vic) (**WWCA**).
- 24.2 Without limiting the Licensee's obligations concerning compliance with all laws and requirements of any authority in connection with the Land and the Licensee use and occupation of the Land, the Licensee must ensure that they and anyone they employee (inc volunteers) aged over 18 hold a valid WWCA if any of the below settings apply to the service they are providing:

- 23.2.1 The service offered is on Land that is used **at the same time** by children. (*example, if construction or maintenance work is being carried out after hours, this rule does not apply*).

23.2.2 Any adult Staff/ Volunteers employed by the Licensee will be carrying out child related work as defined by the WWCA act (Vic).

23.2.3 The Licensor (Monash City Council) may request evidence of the Licensee compliance with Special Condition 24 at any time and as such may be required by the Licensor to provide evidence within 5 Business Days of a request being made by the Licensor.

24.3 This Special Condition 24 is an essential term of this Licence.

25. Child Safe Standards

25.1 In this Special Condition:

Child Safe Standards means the child safe standards published in the Victoria Government Gazette on 31 December 2015 by the Minister for Families and Children pursuant to the CWS Act, as amended from time to time.

Child Safe Standards – Implementation and Action Plan Tool means the document of that name contained as Appendix 1 of 'A Guide for Creating a Child Safe Organisation' published by the Commission for Children and Young People (a copy of which is available at the website <https://ccyp.vic.gov.au/assets/resources/CSSGuideFinalV4-Web-New.pdf>).

CW&S Act means the *Child Wellbeing and Safety Act 2005* (Vic).

25.2 The Licensee acknowledges and agrees that it is aware of and has obtained a copy of the Child Safe Standards (which are available at the website <https://ccyp.vic.gov.au/child-safety/being-a-child-safe-organisation/the-child-safe-standards/>) prior to the Licensee entering into this Licence.

25.3 If the Licensee is:

25.3.1 an applicable entity within the meaning of the CW&S Act; and

25.3.2 not otherwise exempt from the requirements of the CW&S Act,

the Licensee must:

25.3.3 comply with the Child Safe Standards at all times during the Term and any Further Term; and

25.3.4 on or before the Commencement Date:

(a) implement a child-safe policy or statement of commitment to child safety;

(b) put in place:

(i) a code of conduct that establishes clear expectations for appropriate behaviour with children; and

(ii) strategies to promote the participation and empowerment of children;

(c) establish appropriate human resources practices (including screening, supervision and training) to reduce the risk of child abuse; and

(d) codify mandatory and voluntary processes for responding to and reporting suspected child abuse;

25.3.5 implement such other policies and practices from time to time as are relevant and appropriate to comply with the Child Safe Standards;

25.3.6 take all reasonable steps to exclude or prevent persons (including customers) from entering the Licensed Area if, in the opinion of the Licensee (acting reasonably), their presence or behaviour threatens the safety or comfort of children on the Licensed Area; and

25.3.7 provide to Council such evidence of the Licensee's compliance with special condition 25.3.4 as may be required by Council, within 7 days of a written request being made by Council.

25.4 The Licensee may use the Child Safe Standards – Implementation and Action Plan Tool for assistance in complying with its obligations under special condition 25.3.

25.5 Despite any other provision in this Licence, the Licensee must comply with any reasonable requirement or direction issued by the Council in relation to the Council's:

25.5.1 compliance with the Child Safe Standards; and

25.5.2 implementation of policies and practices from time to time as are relevant and appropriate to comply with the Child Safe Standards.

25.6 This special condition 25 is an essential term of the Licence.

26. VMIA Insurance

The Council will accept an insurance policy provided by the Victorian Managed Insurance Authority (VMIA) in satisfaction of the Licensee's obligations under clause 2.4 of this Licence. The Licensee must immediately notify Council if the VMIA ceases to insure the Licensee as required under clause 2.4.

27. Safety Requirements

27.1 The Licensee must:

27.1.1 comply with the Council's evacuation procedures for the venue;

27.1.2 develop procedures for evacuation at the Licensed Area in case of emergency arising as a result of the Licensee's use of the Licensed Area;

27.1.3 keep identified evacuation routes clear;

27.1.4 display an evacuation plan in a prominent location at the Licensed Area;

27.1.5 keep an adequate first aid kit and first aid equipment at the Licensed Area;

27.1.6 keep emergency equipment exclusively servicing the Licensed Area well maintained; and

27.1.7 ensure that its employees participate in, and receive reasonable instruction and training in relation to, emergency drills and evacuation procedures at least once every twelve (12) months.

28. Licensee's Employees

28.1 The Licensee must recruit, train and supervise suitably qualified employees and ensure that the Licensee's staff undertake regular training in accordance with any applicable laws and standards.

28.2 The Licensee must use all reasonable endeavours to ensure that the Licensee's employees, agents, contractors and invitees observe and comply with the Licensee's obligations under this Licence, where appropriate.

28.3 The Licensee must not represent itself or allow its employees, agents or contractors to hold themselves out as being employees or agents of the Council.

29. Council's Use of Licensed Area

29.1 The Licensee agrees that the Council may use the Licensed Area for the purposes of hosting Council functions, at no cost to the Council, provided that:

- 29.1.1 Council provides the Licensee with at least six (6) weeks prior written notice of the date and time that the Council intends to use the Licensed Area;
- 29.1.2 the Council's use of the Licensed Area does not unreasonably interfere with the Licensee's operations at the Licensed Area; and
- 29.1.3 following the Council function, the Council returns the Licensed Area to the Licensee in the same condition that the Licensed Area was in prior to the Council's function.

29.2 The Licensee acknowledges that Council may engage external caterers for Council functions and that the external caterers may use the Council's Fixtures installed at the Licensed Area.

30. General Dispute resolution

30.1 Notification

If a dispute between the Licensor and the Licensee arises out of or in connection with this Licence, this Further Obligation 30 will apply.

30.2 Notice

Each Party must before instituting any proceedings against the other (except any proceedings for equitable relief in which case this Further Obligation 30.2 does not apply) furnish in writing to the other Party detailed particulars of that Party's claim, or, where the other Party is not the claimant, the reasons for rejecting the claimant's claim.

30.3 The reply

The Party against whom the claim is made must reply within 28 days after receipt of the detailed particulars. The reply may accept or reject the whole claim or may reject it in part and accept it in part and may in the case of a rejection or partial rejection make a without prejudice offer of settlement of the claim. If the Party against whom the claim is made does not reply within this 28 day period that Party is deemed to have rejected the claim.

30.4 The dispute

If the claim is not accepted within 28 days or the Party making the claim is dissatisfied with the reply then a dispute is deemed to exist and the Party making the claim may convene a without prejudice meeting between both Parties with the objective of settling the dispute. The Party making the claim must give notice to the other Party of its intention to convene a without prejudice meeting within 14 calendar days after receipt of the reply otherwise the reply is deemed to have been accepted.

30.5 The meeting

30.5.1 If the Party making the claim wishes to convene a without prejudice meeting, it must notify the other Party of the time and place for the meeting within 14 calendar days after receipt of the other Party's reply and each Party must attend the meeting. The time for the meeting must be no later than 28 calendar days after the Party making the claim receives the other Party's reply.

30.5.2 At the meeting, each Party must use its best endeavours to settle the dispute in whole or in part or to set up a procedure with that aim.

30.5.3 The Parties may commission a report from an independent expert appointed by the President for the time being of the appropriate professional body (or such other body as is agreed on between the Parties) on the matters the subject of the dispute which report will not be binding but which may be used by the Senior Representatives in reaching a decision.

30.6 Determination by Senior Representatives

If the Party making the claim remains dissatisfied after the meeting convened under Further Obligation 30.4 or at any time during or at the conclusion of any procedure established pursuant to Further

Obligation 30.4, that Party may then refer the dispute for determination by the Senior Representatives by giving notice in writing to the other Party (**Escalation Notice**).

30.7 Senior Representatives procedure

30.7.1 If a dispute is referred to the Senior Representatives then the Senior Representatives must convene a meeting to resolve the dispute within 14 days after the date of the Escalation Notice (or such longer period as the Parties may agree).

30.7.2 At the meeting, each Party must use its best endeavours to settle the dispute in whole.

30.7.3 If the Senior Representatives do not agree on a determination of the dispute, then either Party may then institute proceedings against the other Party.

30.7.4 If the Senior Representatives do agree on a determination of the dispute, that determination will be final and binding on the Parties.

30.8 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Licence.

31. Conditions of Use

31.1 The Licensor may develop Conditions of Use (which are not inconsistent with this Licence) for the safety, appearance, cleanliness and good management of the Pavilion;

31.2 The Licensor may amend, vary or update the Conditions of Use during the term and must provide a copy of any amended Conditions of Use to the Licensee within a reasonable time after amending the Conditions of Use;

31.3 The Licensee must observe and comply with the Conditions of Use;

31.4 A breach of the Conditions of Use is a breach of this Licence;

31.5 If any of the Conditions of Use are inconsistent with the terms of this Licence, the terms of this Licence prevail to the extent of the inconsistency;

31.6 The Condition of Use as at the Commencement Date are set out in ATTACHMENT 2 – CONDITION OF USE

32. Maintenance Schedule

32.1 Without limiting the Licensee's obligations under Clause 2.5 of the Licence, the Licensee must comply with the Licensee's obligations set out in the maintenance schedule and attached as ATTACHMENT 3 – MAINTENANCE SCHEDULE.

32.2 30.2 The Licensee acknowledges and agrees that the condition report attached to this Licence in ATTACHMENT 5 – CONDITION AT COMMENCEMENT reflects the true condition of the Licensed Area as at the Commencement Date.

33. Additional Requirements

Should the Lease between the Licensor and the Licensee for the premises at 85 Atkinson Street Oakleigh terminate for any reason, this licence will also terminate.

The Licensee and the Licensor agree to review the conditions of the Licence after the first anniversary of the commencement date.

The Licensee must:

- (a) comply with the Fair Play Code and Child Safe Standards;
- (b) once each year during the Term the Licensee must provide all information necessary for a club health check as requested by Tennis Victoria's and upon request share the results including financial and participation data with the Licensor;
- (c) maintain their incorporation status with Consumer Affairs Victoria and affiliation with Tennis Victoria;
- (d) operate in accordance with Tennis Victoria's best practice governance guidelines for club committees;
- (e) comply with all Council Policies, as amended and notified to the Licensee in writing from time to time;
- (f) not amend its rules of incorporation or its constitution in such a way which may affect the Licensee's status as a not-for-profit sporting club without the prior consent of the Licensor. The Licensor retains the right to grant or refuse consent under this **special condition 33(f)** in its absolute discretion; and
- (g) The Licenced Area must not be used for any private functions or hiring out to other clubs or groups without prior Monash approval. Club fund raising functions are permitted within the days and hours of use and must comply with the Monash "Approach to Gambling" Policy.

ATTACHMENT 2 – CONDITION OF USE



SPORTSGROUND AND PAVILION CONDITIONS OF USE

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MODIFICATION HISTORY

Release	Version	Date	Author	Comments
1	1	March 2020	Recreation Services	

1. INTRODUCTION

The Sportsground and Pavilion Conditions of Use (**Conditions of Use**) has been developed as the first point of reference to assist Licensees understand their tenancy requirements on a Council-owned sporting facility.

For any further assistance please contact the Sports Licensee Liaison and Development Officer during business hours on 9518 3583 or recreation@monash.vic.gov.au

2. PURPOSE

The purpose of the Conditions of Use is to allow the Licensees of Council's sporting facilities to understand the process guiding the allocation of facilities by clearly identifying:

- Council's requirements
- Responsibilities of the user groups
- Responsibilities of Council
- Provide a framework that is equitable and easily administered

3. BACKGROUND

The Conditions of Use allows Licensees to understand Council's expectations for the management of its Sporting facilities. These Conditions of Use will be reviewed and amended regularly and should be read in conjunction with the relevant Council policies including:

- Council Licence
- Leasing and Licencing Policy
- A Healthy and Resilient Monash – Integrated Plan
- Gender Equity Strategy and Action Plan
- Monash 2021
- Active Reserve Facility Hierarchy
- Active Monash Capital Work Priorities Framework
- Active Monash Fees and Charges Policy

4. ACTIVE MONASH LICENSEE FRAMEWORK

The Active Monash Licensee Framework (the Framework) provides an opportunity to further strengthen Council's investment in sport and recreation by enhancing the capacity of Licensees which use its facilities to improve community and broader social outcomes.

Better Licensees means more opportunities for more people to participate in activities that create stronger and healthier communities.

The LicenseeFramework aims to develop and work with all Licensees across Monash to achieve better outcomes for the community. We will do this by collaboratively setting minimum expectations for Licensee programs and activities delivered from Council facilities.

The Framework will support, encourage and promote all Active Monash Licensees to align with Council's Values:

Accessible for all abilities;
Financially and Environmentally Sustainable; and
Accountable to our Community.

The Framework will be a major feature of all future agreements between Licensees and Council and will set the standard Council expects Licensees to meet in return for access to the facilities.

5. DEFINITIONS

In these Conditions of Use, unless expressed or implied to the contrary:

Annual Allocation means all year use of the facility.

Council means the Monash City Council, includes the Council's successors and assignees and where it is consistent with the context includes Council's employees, delegated officer and agents.

Casual hire means any group that has booked a Council sportsground and/ or pavilion on a casual hire basis and has the right to use the facilities during the allocated time for their permitted use.

Co-Occupant means any additional licensee or licensees sharing the Licensed Area.

Finals means preliminary, eliminating, semi, grand finals.

Junior team means any team entered into an under 17's or lower section of competition.

Licence Agreement whereby the Licensee is given permission to use a sportsground and/or pavilion for a specified purpose(s), such as conduct of a sporting activity, at specified times, and under specified conditions. This use is non-exclusive. A Licence will be issued for a maximum of three years and are generally applicable where there is more than one Licensee/user group using the facility.

Licensed Area means

Lease Agreement is an agreement that provides exclusive or long term use of a Council facility or pavilion.

Licensee means the organisation specified in Item 3 of the Licence Agreement, and includes the Licensee's successors, assignees and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows on the Licensed Area

Masters team means any team entered into the over 35's to49 section of competition.

Permitted Hours of Use means the times allocated to allow the Licensee to use the License Area during either or both of the Winter and/or Summer Seasons to:

- conduct competitions as agreed to by the Council;
- conduct training sessions after 4.00 pm on weekdays nominated by the Licensee and approved by Council;
- use during the specific times nominated and approved by the Council unless prior

arrangements have been confirmed with Council's Recreation Services Department.

- or such other Season (or part of Season) or hours of use as the Council and the Licensee agree in writing from time to time.

Preseason means any activity prior to the home and away season.

Season means the Summer Season and/or the Winter Season that the Licensee is permitted to use the Licensed Area.

Seasonal Changeover means the point in time when one licensee, at the completion of its Season, vacates the Licensed Area to make it available for another licensee.

Seasonal Ground Allocation means the seasonal allocation of an additional reserve and associated amenities and buildings during the Summer Season or Winter Season.

Sub-Junior means any team entered into an under 13's or lower section of competition.

Summer Season means the period from 1 October through to 2nd Sunday in March inclusive.

Veteran's team means any team entered into over 50's or higher section of competition.

Winter Season means the period from 1 April to 2nd Sunday in September inclusive.

Yearly means both winter and summer seasons.

6. AFTER HOURS SERVICES

Council's after hours Service number is 9518 3555. This number can be used 24 hours a day, 7 days a week to contact Council regarding emergency issues requiring immediate action. Charges may apply for non-emergency call outs.

7. ALCOHOL CONSUMPTION

All sports Licensees that sell or consume alcohol will require the appropriate liquor licence from the Victorian Commission for Gambling and Liquor Regulation (VCGLR). For more information on liquor licences please visit the VCGLR website at www.vcglr.vic.gov.au. A copy of the approved Liquor Licence must be submitted to Council annually.

Written consent must be provided by Council before a Licensee applies for a new liquor licence or a variation to an existing licence. Council approval may be granted, withheld or withdrawn at any time at Council's absolute discretion. Where Council has provided consent and a Licensee obtains a liquor licence, the Licensee must ensure that:

- alcohol consumption only takes place during the Permitted Times; and
- alcohol is not consumed in conjunction with junior training or competition

Council will not provide consent for:

- functions for individuals such as parties, anniversaries or other celebrations; or
- functions which are otherwise inconsistent with the Licensee's core sporting activities

Permitted hours to hold a Liquor Licence

Monday to Thursday	between 6.00pm – 10.00pm
Friday	between 6.00pm – 11.00pm
Saturday	between 1.00pm – 11.00pm

Sunday

between 1.00pm – 10.00pm

8. ALLOCATIONS

The Conditions of Use also apply to Seasonal Ground Allocations except where otherwise specified.

The Licensee must apply to Council for an additional reserve on an annual basis by submitting to Council an Application for Seasonal Ground Allocation. An Application for Seasonal Ground Allocation has not been approved until such time as Council has provided the Licensee with written confirmation of the days and hours of use, which may be varied, amended or withdrawn by Council in its absolute discretion.

The allocation of an additional reserve and associated amenities and buildings will be based on applications received by Council prior to the commencement of the summer or winter Season. Preference for ground allocations will be given to local sporting groups within Monash City Council. Late applications, or multiple applications for the same reserve, will be determined by Council in its absolute discretion.

Council reserves the right to:

- (a) close the ground for programmed restoration and maintenance works in September and March each year;
- (b) allocate the reserve for Winter or Summer finals to the Licensee or at the discretion of Council, to another sporting group should the reserve not be required for programmed restoration and maintenance works in September or March;
- (c) suspend or cancel the use of a ground at short notice due to inclement weather conditions or safety reasons, but will endeavour to provide the Licensee with more than 24 hours notice and an alternative reserve should one be available.

If Council provides a "one-off" ground allocation at the request of the Licensee or during the period of the current Seasonal Ground Allocation, then the provisions of this clause and Licence shall apply.

A Licensee who has been granted a Seasonal Ground Allocation under this clause has priority access to use the ground only during the permitted hours and days.

The Licensee must:

- advise Council of all final's dates in writing four weeks prior to proposed usage;
- ensure that all deferred and/or re-scheduled games, including wet weather games, are played before the end of the allocated period;
- ensure that all outstanding accounts with Council are paid by the Licensee before applying for any Finals or a new Seasonal Ground Allocation.

The Licensee is responsible for the satisfactory conduct of all persons occupying the reserve and associated amenities and buildings during the permitted hours and days of use.

The Licensee is permitted to store equipment during the period of the Seasonal Ground Allocation. This equipment must be stored in appropriate areas – i.e. not in bathrooms. Should equipment be stored inappropriately within the facility, Council reserves the right to remove the items at the Licensee expense. All equipment must be removed at the expiry of the Seasonal Ground Allocation, except where Council has provided prior written consent.

9. ANIMALS

The Licensee must not allow an animal on the Licensed Area, except a guide dog accompanying a person with impaired sight, without obtaining the prior written consent of Council.

10. ANNUAL REQUIREMENTS

When making an application for the use of the reserve or pavilion for a seasonal or annual allocation, the Licensee must provide Council with the following information:

- a list of office bearers and committee members and contact details;-
- a copy of its current public liability insurance certificate;
- a copy of all team competition fixtures for that Season;
- a copy of its incorporation certificate;
- copies of all certificates required under the *Food Act 1974 (Vic)* for the handling of food at the Licensed Area;
- an annual report;
- minutes from the annual general meeting;
- a written report detailing; the activities conducted by the Licensee during the preceding year and, where applicable, a list of the groups which have used the Licensed Area and a list of times at which the Licensed Area was used;
- an financial report, including a statement of assets and liabilities and profit and loss statement for the Licensee for that financial year;
- a strategic plan or business plan for the following year;
- all Licensee team and membership numbers (split into categories; male, female, sub-junior (<U13), junior (U14-U17) senior (>U18), Masters (>35) Veterans (>50), all abilities.
- a copy of the Licensee's emergency management plan;
- when requested a copy of the Licensee constitution;
- evidence that the kitchen exhaust fan has been cleaned by a professional cleaner and a certificate of compliance is provided to Council by a registered HVAC company.
- where appropriate a copy of the certificate of compliance by a registered heating ventilation and air condition company;
- where the Licensee / Licensee /user groups office bearers or contacts change during a season or prior to its Annual General Meeting, the Licensee must notify Council within ten (10) days of the change being made.

11. PARKING

The Licensee is responsible to ensure the proper parking of all vehicles including but not limited to motor vehicles, motor bikes, bicycles at the facility regardless of vehicle ownership.

12. CASUAL USE PERMITS

Licensees that seek to use the facilities outside their permitted use or allocated time, must make a casual booking for the use for the sportsground or pavilion.

External groups who have booked a Council sportsground and/or pavilion on a casual hire basis have the right to use the facilities. The Licensee must comply with and not interfere with any such rights.

The Licensee must ensure that the pavilion and reserve is in a clean and tidy condition after each use. Prior to a casual booking, the facility may be inspected by a member of Council. If the facility is not in a satisfactory condition it will be cleaned and an invoice will be forwarded to the Licensee.

Where possible, the facility will be inspected by Council after each casual booking to ensure that it has been left in a clean and tidy condition.

All Casual Hire bookings, should be placed through Council's online booking system IMS.

13. CCTV (Closed Circuit Television)

The primary role of Council's CCTV Surveillance system is to ensure public safety, more effectively manage risk and to protect Council assets.

Any Licensees wishing to install a CCTV must familiarise themselves with the Monash City Council Surveillance System Policy and must make an application in accordance with Council's Surveillance System Policy.

14. CHILD SAFE STANDARDS

The Victorian government has introduced compulsory minimum Child Safe Standards that apply to all organisations providing services or facilities for children. These standards are designed to promote the safety of children, prevent child abuse and ensure organisations have effective processes in place to respond to and report all allegations of child abuse.

Licensees must ensure that all employees and volunteers who are required to apply for a working with children check under the Working with Children Act 2005 have done so before working with children. Licensee must ensure that any employee or volunteer that is given a negative notice does not work with children.

Licensees should implement a child-safe policy or statement of commitment to being a child-safe Licensee. The Licensee should put in place a Code of Conduct that establishes clear expectations for appropriate behavior with Children and explains the mandatory and voluntary processes for responding to and reporting suspected child abuse.

15. CLEANING

The Licensee is responsible, on every occasion of use, for leaving the facility and surrounding areas in a clean and tidy condition, suitable for use by the next users. This includes vacuuming the facility throughout and all wet areas washed and disinfected (where applicable).

In cases where the facilities are used by more than one Licensee, the various sporting tenants must negotiate their own arrangements to clean the pavilion and surrounding area, but this does not remove the Licensee's obligations to comply with the requirements of this Clause 16.

Any additional cleaning or rubbish removal services, such as skips or the use of commercial cleaners for special events, must be paid for by the Licensee.

If the sportsground and pavilion are not kept in a clean and tidy state, additional cleaning will be arranged by Council at its discretion. An invoice will be forwarded to the Licensee to recover the full cost of the cleaning.

The Licensee is responsible, on every occasion of use, to leave the surrounding areas of the reserve in a clean and tidy condition. In the event of a breach of these conditions, the Licensee will be responsible for all costs associated with the clean-up by Council or its agents of the surrounds during the period of use.

Cleaning of kitchen exhaust canopies must be cleaned annually by a professional cleaner and the certificate of compliance must be provided to Council by a registered Heating, ventilation and air conditioning company.

16. COUNCIL POLICIES

The Licensee agrees to comply with all Council policies and relevant regulations and laws.

17. DAMAGE TO COUNCIL PROPERTY

The Licensee is responsible for any damage to or theft of Council property resulting from or related to the use of the facility by the Licensee including damage caused by members, visitors or members of the public. Any damage to the sportsground and pavilion or theft of equipment or other property must be reported to Council immediately.

Other than normal wear and tear, and any damage caused by Council staff or contractors, the Licensee will be responsible for all loss and damage caused to Council's property during the period of use by the Licensee or resulting from breach by the Licensee of these conditions - e.g. failure to securely lock premises

In the event of any dispute as to the timing or cause of damage as between users, Council will make a final and binding decision.

The Licensee must pay for any consequential repairs or reinstatement undertaken by Council. An invoice will be forwarded to the Licensee to recover the full cost of any repairs or reinstatement carried out by Council.

18. DEFIBRILLATORS

The Licensee is responsible for supplying a defibrillator within the venue, they must first seek Council approval on the appropriate installation location.

19. ELECTRICITY APPLIANCE TESTING

Council will ensure the testing and tagging of all Council provided electrical equipment within the facility in accordance with Australian Standard AS 3760.

The Licensee will ensure that such tags are not removed or interfered with and will report any equipment without tags. The Licensee will ensure that any item of electrical equipment (including but not limited to appliances, leads, power boards, etc.) brought to the facility bears a current tag in compliance with AS 3760. Council may remove any untagged equipment without notice.

20. EMERGENCY PLAN

It is a requirement that the Licensee has an Emergency plan. This includes emergency numbers, evacuation procedures and contact details. It is expected that Licensees will review this plan every 12 months. Council may from time to time request to view this plan. Council is responsible for the installation, maintenance, repair and replacement of emergency exit lighting.

Council provides and maintains emergency equipment such as hoses and/or extinguishers for fire-fighting and Fire Orders for the guidance of users of the facility.

In return, the Licensee agrees to:

- Keep displayed in prominent locations, emergency notices and Fire Orders.
- Not interfere with any emergency equipment or notices. Replacement or repair of such equipment caused by malicious use shall be at the tenant's expense.
- immediately notify Council if an emergency occurs.

- notify Council if fire-fighting equipment is used.
- prominently display its Emergency Management plan in the facility.
- ensure that the pavilion is left in a safe state at all times including clear access and egress points.
- Keep all emergency and exits and fire doors clear of obstructions at all times

The Licensee/hirer must be aware of proper procedures for and be responsible for the safe and orderly evacuation of guests from the facility if an emergency situation occurs.

21. ESCAPING BALLS

The Licensee will be responsible for balls escaping the facility and will be liable for resulting loss or damage to any property or person. Licensees must work cooperatively with persons suffering loss or damage to ensure such loss or damage is rectified or compensated for.

22. EVENTS ON COUNCIL LAND

Council encourages and supports community groups and organisations to hold their own events within Monash, helping to grow the diverse range of events on offer to our residents and visitors. Any public or private event in an outdoor public space in Monash requires approval from Council.

For more information, visit <https://www.monash.vic.gov.au/Leisure/Planning-an-Event-in-Monash>

23. EXTREME WEATHER POLICY

The Licensee should have an extreme weather policy it adheres too, to ensure the safety of its members. Typically, your State or Local Sporting Association will have a sample policy that you can adopt for your members.

24. FACILITY MODIFICATIONS

The Licensee will be permanently excluded from use of the facility if any part of the facility is:

- modified without written Council permission,
- rendered in breach of any safety or building codes (altered wiring, removal of exit lights, blocking exits, etc.) or
- interfered with in a manner which breaches or voids Council's insurance policy.

If a Licensee wishes to upgrade, improve, extend or modify a pavilion and/or sportsground the Licensee is required to make a formal written application to Council.

A Licensee may submit requests for proposed modification of the facility to Council for consideration as part of Council's building works program. Council, as the facility owner, reserves the right to undertake/contract any works requested at its discretion.

To minimise hazards and risks, Council will be responsible, or engage a contractor, for the management of all approved capital works projects at active reserves. Licensees will not be permitted to undertake or manage capital works at Council owned facilities sited on Council land.

25. FEES AND CHARGES

Licence fees and charges are fixed based on the usage of the Licenced Area, in accordance with Council's 'Schedule of Fees and Charges'. The Schedule of Fees and Charges reflects Council's commitment to support Sporting Club's occupation and use of Council reserves and facilities.

Fees are calculated per team using a reserve and/or pavilion, unless otherwise specified. These fees and charges are GST inclusive. These Fees and Charges are levied under the licence agreement between Council and the Club.

Council has determined that the Schedule of Fees and Charges:

- Is consistent with the grading of the sports reserve, code and pavilion facilities;
- Will recoup approximately 15% of the total estimated expenditure related to the maintenance costs of sporting facilities;
- Actual sports ground maintenance costs will be revisited every five years and the policy methodology reapplied to ensure the fees and charges levied continue to reflect actual maintenance costs;
- In the second, third, fourth and fifth years, fees and charges will be adjusted by a Council approved percentage that is universally applied across all Council programs and services (usually between 2-4% per annum) and applied on a per team basis.

Where the Licensee has outstanding fees greater than 90 days, they will not be eligible for any Council grants, future capital or self-funded projects, any preseason training or be able to host any finals until all outstanding money has been paid to Council.

Licensees may submit a request to Council for a payment plan where they can illustrate hardship. Licensees will be required to submit reasons for hardship and a current copy of the Licensee's financial report.

26. FINALS

As a Licensee's tenancy may conclude prior to the end of their season, Council requires both Licensees and Associations to apply to use Council facilities for finals training and/or hosting of final's matches. This request should be made through IMS at least 4 weeks in advance.

Applications will open around the half way point of the season, associations wishing to secure a venue of finals should make an application with Council. Fee will apply for all finals bookings on sportsgrounds and pavilions.

27. FIREWORKS

The Licensee must not allow any form of fireworks to be used at the Licensed Area.

28. FIRST AID AND INCIDENT REPORTING

Licensees must maintain an appropriately stocked first aid kit at the facility. Licensees should have a documented first aid and incident reporting system to ensure all incidents are recorded. It is essential that records be kept for a minimum of three years for adults and six years for individuals under 18, after initial notification of the incident.

Licensees are strongly encouraged to have a defibrillator within the licensed area.

29. FOOD HANDLING

In Victoria the Food Act 1984 regulates the sale of food to ensure it is safe and suitable for human consumption. All food businesses, including sporting Clubs, must register under and comply with the Food Act 1984 as well as comply with the Australia New Zealand Food Standards Code.

Licensee must not prepare or cook food other than in areas which have been provided or approved by the Council for that purpose. Licensee must keep food handling areas in a clean and hygienic state.

Council's Public Health Unit is responsible for ensuring compliance with the Food Act 1984. For further information on your Licensee's responsibilities please contact the Public Health Unit on 9518 3335 or via mail@monash.vic.gov.au

Temporary Food Stalls

Licensees who operate temporary food stalls, which are one day events such as sausage sizzles, fetes, festivals and fundraising events, require a Temporary Food Permit through a Victorian wide register called 'Streatrader'. To apply for registration or submit a notification please visit <https://streatrader.health.vic.gov.au>

Coffee Vans, Food Trucks etc.

Licensees must obtain Council approval before allowing any mobile coffee vans or food trucks to operate at a reserve. Mobile food trucks and coffee vans are required to be registered under the Food Act 1984 through 'Streatrader' and are required to submit a Statement of Trade when attending events.

30. HEALTH INSPECTIONS

Council's environmental health officers will undertake food safety assessments by inspecting all sporting Clubs using Council facilities at least once per year to ensure that food safety and other health risks are effectively managed and that Licensee are complying with their food safety obligations.

Typically the Environmental Health Officer, will contact the Licensee to undertake these inspections at a mutually convenient time. If a suitable time cannot be agreed, the officer will complete the inspections without the Licensee.

31. GAMBLING

The City of Monash Public Health Approach to Gambling Policy Statement 2016-2020 was adopted by Council at the May 2016 Council meeting. It outlines nine policy priorities that will be applied to all relevant Council planning, policy, programs and decision-making to ensure a whole-of-Council approach.

Licensees are to ensure they do not promote or advertise any gambling organisations or venues within their Licensed Area. It is also prohibited to conduct any form of gambling within the Licensed Area; this includes but not limited to; 'poker nights', 'reserve raffles', 'game of chance' or any gambling at which either directly or indirectly money is passed as a prize.

The Licensee requires Council permission prior to applying for any gaming licence. Further information on permit requirements is available at the Victorian Commission for Gambling and Liquor Regulation at www.vcglr.vic.gov.au

32. GAS BOTTLES

Gas bottles are not permitted to be stored in pavilions, such bottles can be stored in external ventilated cages where possible or removed from site.

33. FURNITURE

Licensees must place tables and chairs and other furniture in a way that allows people with mobility aids and prams to easily access them. They also need to be stored safely.

34. GRAFFITI

Monash Council seeks to reduce incidents of graffiti from within our city with:

- The removal of reported graffiti from Council property within 5 days (or within 4 hours if the graffiti is obscene or offensive)
- free graffiti removal kits for residents and businesses
- free community graffiti removal kit available for loan

Please report any graffiti within the Licensed Area to Council's Customer Services team on 9518 3335 or mail@monash.vic.gov.au

35. INAPPROPRIATE BEHAVIOUR

Monash Council aims to ensure that everyone in the Monash community enjoys the same opportunities, rights and respect, regardless of their gender, sexuality, cultural background, or ability.

Licensees are expected to provide a welcoming, respectful and inclusive environment for all. Council will not support community groups participating in activities that promote disrespectful attitudes, norms, behaviours and practices of any kind. The display of any sexually explicit, offensive material or sexual objectification in any form is prohibited.

Offensive or inappropriate behaviour within the facility is prohibited. The Licensees allocation may be terminated if any offensive or inappropriate activities take place on Council property.

The Licensee acknowledges that the use permitted by these Conditions of Use is additionally governed by Clause 14 of Council's Local Law NO.3 – community amenity: "Behaviour on Council Land"

36. INDEMNITY

The Licensee agrees to indemnify, hold harmless, release and discharge Council, its Councillors, employees, contractors and agents and each of them from and against all actions, costs, claims, charges, expenses, loss and damage whatsoever (including without limitation in respect of physical injury or death) (Claim) which may be brought or claimed against them or any of them, arising out of or in relation to the use of the facility by the Licensee or its members, employees, agents, contractors, licensees and invitees, except to the extent that the Claim is caused or contributed to by any negligent act or omission of Council, its employees, contractors or agents.

37. INSURANCE

The Licensee must ensure that at all times during the term of hire it has in place a current Public Liability Policy of insurance in the name of the Licensee providing coverage for an amount of at least Twenty Million Dollars (\$20,000,000.00) per event.

The Licensee should also ensure that it has the benefit of an insurance policy to cover the Licensee's personal property and the property of its members, visitors, invitees and players stored in the facility, as Council insurance does not cover this property. The Licensee should consult an insurance broker to ensure that it obtains all insurances necessary to cover its activities.

38. ISSUE AND RETURN OF KEYS

Where relevant the Licensee will be issued with two sets of keys for the allocated sportsground and/or pavilion. Licensees will be asked to sign a key register when collecting and returning keys to Council.

Extra keys or the replacement of broken keys are only available from Councils Recreation team. A fee will be charged for additional keys as well as the replacement of lost or damaged padlocks.

To assist the Seasonal Changeover, the Licensee must return keys within 5 days of the end of the

Season, unless prior written approval for an extension is granted by Council.

Any member of the Licensee not returning keys is responsible for any damage caused to the Licensed Area whilst such keys are in its possession.

Any failure to return keys may result in Council changing the locks. The Licensee must pay on demand all costs incurred by Council in changing the locks.

The Licensee must not duplicate or allow keys to be duplicated.

The Licensee must not loan any keys to any other licensee, organisation, school or person unless prior written approval is given by Council.

The full costs of replacement or affected cylinders and keys resulting from lost keys must be paid by the Licensee.

Where relevant swipe cards will be issued for pavilions that have been fitted with this system. Access cards will be programmed for the permitted Licensee hours of use. Any access requirements outside of this needs to be made at least 5 days in advance. Or emergency access within 24 hours. LIMITATIONS OF USE

Neither the allocation to, or use of the facility by, the Licensee creates any tenancy or other property right. The right granted is for the Licensee to use the facility, at the times and for the period stipulated in the booking confirmation or Licence, in accordance with these conditions.

The Licensee must not sell, trade, give away or otherwise deal with any part or full part of its allocation to another Licensee or any other third party.

The right of use of a facility is not exclusive. Council may authorise any other person or organisation to use the facility or any part of it at any time outside the periods of use authorised for the Licensee.

39. LINE MARKING

Licensees are responsible for the application and cost of the sportsground lines for their allocated sport. With the exception of the grass athletics track, where Council will mark these lines.

The minimum distance between the boundary line and any immovable object is to be marked at a minimum of 3 metres or greater if specified by the sporting Association.

Should Council identify that the boundary line doesn't meet the required buffer; the Licensee will be asked to rectify this requirement immediately and will not be permitted to take the field until this is rectified.

The Licensee is prohibited from using any substance/s that could damage the grass or playing surfaces. The Licensee will be responsible for all costs associated with the reinstatement of the damaged surface caused by line marking. Lime is not to be used as a line marker due to potential health risks. Water based paints are recommended.

MEMBER PROTECTION POLICY

A member protection Policy (MPP) is a core policy document for sports Clubs and associations. Licensees should adopt its state or national peak body's policy, or develop their own.

40. NIGHT MATCHES

The Licensee must first seek permission from Council to host any night competition matches. It is essential that sportsground lighting meets the Australian Standards for night competition within each sports regulations.

41. NOISE

Noise levels must be kept in accordance with all legislative provisions including Council's Local Law and at a volume that does not cause annoyance to any person on any premises within the surrounding area.

Licensees are to give consideration to neighbouring properties, please see the Good Neighbour Guidelines for assistance in this matter.

Noise complaints from residents are taken seriously by Council and noted on file. It is the responsibility of Licensee to ensure that all members and visitors abide by these regulations in relation to noise. Continual violations by the tenants could jeopardise tenancy.

Public address systems must not be used or operated prior to 9.00am or after 6.00pm on any day.

42. NUISANCE

The Licensee will ensure that no nuisance, whether from noise, vehicles, behaviour, escaping balls or any other cause, is occasioned to members of the public and neighbouring properties.

43. PAVILION HOURS

Pavilion hours of use are limited to the following hours:

Monday	7am – 10.30pm
Tuesday	7am – 10.30pm
Wednesday	7am – 10.30pm
Thursday	7am – 11.00pm
Friday	7am – 12.00midnight
Saturday	7am – 12.00midnight
Sunday	7am – 10.30pm

44. PEGGING OR SPIKING

Licensee are not permitted to peg or spike items into the sports grounds. Pegging or spiking may damage sprinklers, sub-surface drip irrigation lines, wires, connections or other underground services. Licensees that are found to have pierced any underground infrastructure will be responsible for the repair costs.

45. PERMITTED USE OF SPORTING PAVILIONS AND GROUNDS

As per the License Agreement with the City of Monash and the associated 'permitted use', the Licensee is licensed to use the facilities for the following types of activities:

- The Licensee's regular home and away, Association sanctioned, sporting competition.
- Training for competition.
- Licensee related social and fundraising functions or activities.

46. PRACTICE MATCHES

Due to sportsground renovations and season change over, no Licensee will be guaranteed use of Council owned or managed sportsgrounds for a practice match. Practice matches do not constitute part of the standard sportsground allocation and will be charged under a casual hire agreement.

47. PRESEASON TRAINING

Council will endeavour to provide some available facilities for pre-season training. However, no

Licensee will be guaranteed use of Council owned or managed sportsgrounds for pre-season training. Pavilions will not be available for pre-season training. However, if the Licensee requires use of a pavilion for pre-season training prior to the commencement of the changeover/renovation period between seasons, negotiations will need to be undertaken with the incumbent Licensee occupying the pavilion. Any agreement reached between Licensees must be in writing and as per the Share Use Agreement and must be approved by Council before it becomes operative.

Pre-season training does not constitute part of the standard sportsground allocation.

All requests for use of a sportsground for pre-season training must be directed to Recreation Services and be booked using the IMS online booking system.

48. PRIVACY STATEMENT

Personal Information collected by Council is used for municipal purposes as specified in the Local Government Act 1989. The Personal Information will be used solely by Council for these purposes and or directly related purposes. Council may disclose this information to other organisations if required by legislation. The applicant understands that the Personal Information provided is for the above purpose and that he or she may apply to Council for access to and/or amendment of the information. Requests for access and or correction should be made to Council's Privacy Officer.

49. PORTABLE SOCCER GOALS

If using portable soccer goalposts the Licensee is to ensure that the posts comply fully with the Australian Standard HBB 227-2003. This includes the manufacture, use and storage of these goalposts. Portable Soccer Goals are the responsibility of the Licensee. All Licensees must:

- Ensure that portable goals are securely anchored to the ground.
- That all equipment and safety padding be checked and adjusted before every use.
- Never allowing any person to climb on netting or goal framework.
- Safety warnings are prominently positioned and clearly visible on the goal posts.
- Ensure that goal posts are safely stored to prevent unauthorised use and potential injuries.
- Goal posts which are not stored correctly will be removed and disposed of by Council at the Licensee's cost.

50. REPORTING DAMAGE, HAZARDS OR MAINTENANCE ISSUES

Licensees are required to report any damage, hazards or maintenance requirements to Council's Service Centre on 9518 3555 or recreation@monash.vic.gov.au. Officers will report the item onto the Council maintenance tracking system. The Licensee must provide Council with as much detail as possible about the damage and required works. The Officer will provide the Licensee with a tracking request number which can be used to track the progress of works in the future.

51. RESERVES MANAGER – INTEGRATED MONITORING SYSTEM (IMS)

The IMS, Reserves Manager program is an online system that allows Council to easily check and capture anything that requires attention and delegates responsibility to either a Licensee representative or Council.

The program is used to manage sportsground bookings, collating all the required paperwork and data to allow Council to manage clashes and approve bookings.

IMS users need to endeavor to keep their contact information up to date as committees and office bearer's change. They must also indicate to Council if there is any changes to the Licensee's nominated Council Liaison Person.

52. RISK MANAGEMENT

The Licensee must ensure that ground risk assessments are completed in compliance with the requirements of their Association, or with Council's requirement when the association is silent on the matter.

Prior to each event (or use of the facility or part of the facility) the Licensee must inspect the facility to ensure it is free from hazards prior to using it.

Any issues or hazards, including damage to the facility or non-compliance with usual standards, must be advised to Council as soon as possible. Where the hazard has safety implications, Council must be telephoned on 9518 3335. The facility must not be used until the hazard or defect has been remedied. The Licensee is responsible for monitoring and securing an area with a hazard until Council staff or authorised contractor arrives.

53. SANITARY BINS

Sanitary bins will be supplied and serviced by Council. Licensees, need to ensure they remain in the bathroom/ toilet area and are accessible for all users of the facility.

54. SEASONAL CHANGEOVER LICENSED AREA INSPECTIONS

An inspection of the Licensed Area by Council and the Licensee will be carried out at the nominated Seasonal Changeover date, on such date and time as Council informs the Licensee in writing.

A nominated representative of the incoming and outgoing Licensees is encouraged to be present at the Inspection. The Inspection conducted will be a thorough inspection covering breakages, cleanliness and general wear and tear of the facility.

The Licensee must, at its cost and to Council's satisfaction, clean the facility prior to the change cover inspection.

Only one inspection will be conducted at each site, should the facility not be cleaned for the inspection, the Council Officer will engage a commercial cleaner to clean the facility to a standard, where the pavilion can be handed over to the incoming Licensee This cleaning cost will be invoiced to the outgoing Licensee. Where co-occupied the costs will be shared.

Any maintenance or damage requirements identified during the inspection will be carry out by Council and it is deemed a result of miss use the Licensee will be invoiced for these repairs.

55. SECURITY AND ACCESS

The Licensee is responsible to ensure the facilities are securely locked when not in use. Clear access and egress points must be maintained at all times. All emergency and exits and fire doors must be clear of obstructions.

56. SCHOOLS BOOKINGS

All schools are to contact Recreation Services to book any sportsground or pavilion. Where possible, Council will give the Licensee notification when a school group has booked a pavilion or sportsground that may impact on its allocated times.

57. SCOREBOARDS

Electronic scoreboards are to be fully funded and maintained by the Licensee. Licensees wishing to install a scoreboard, must first seek Council approval on the board size, location and provide evidence that the board can be fully funded by the Licensee.

58. SHARED USE AGREEMENT

Where the facility has a co-occupant, Licensees are required to complete a Shared Use Agreement

that outlines each occupier's responsibility. A sample of this agreement is attached to the Licence as Annexure F.

59. SIGHT SCREEN

Sight screens are the sole responsibility of the Licensee and Licensees have full renewal and maintenance responsibilities.

Only portable sight screens are permitted on premier level cricket grounds.

60. SIGNAGE

Community Billboard advertising boards

Community events can be advertised to assist Local Community organisations to assist with the publicity of significant events. Permits are available to place advertising boards at three pre-determined, strategically located Council properties.

There are three sites within the City of Monash where advertising boards can be placed temporarily, contact the Community Laws Department on 9518 3555.

These sites are located at:

- corner Stephenson Rd and High Street Rd
- corner Springvale Rd and Waverley Rd
- corner Huntingdale Rd and High Street Rd

The following conditions needs to be adhered to in relation to erecting advertising signage.

- Posts have been erected so that boards can be securely mounted
- Signs must be limited to 2 metres x 2 metres in size
- No permit fee will apply to local community groups
- No commercial advertising is permitted other than as incidental in sponsorship to the function. Accordingly, reference to any sponsor(s) should not dominate the sign and address the telephone number of such sponsor (s) should be omitted.
- The billboard is to be removed on the date indicated, or Council may impound it.

Naming of a Council Sports and Recreation Facilities

Licensees should refer to the Guidelines for 'Community Request for the Naming of Council Facilities'.

Internal Pavilion signage

Wherever possible, signs inside Licensee rooms and pavilions should be placed at eye level to make them easier to read.

Licensees should consider a small sign on the pavilion advising of the times the pavilion and oval are used by the tenants.

Signage around the reserve

Licensees must obtain Council's written approval prior to installing any signage at a sport and recreation facility. All approved sponsorship signage is to be attached to the perimeter fence of a playing field only and should be facing inwards. No other signage around the reserve will be approved. Signage must only be used during your permitted season, removing such signage should be completed with the Licensee is out of season. Council is responsible for the installation of wayfinding, directional and reserve / pavilion.

Licensees are responsible for the installation and removal of all approved signage. Licensees must clean and maintain all approved signage in a good condition. Where a Licensee is requested to remove a sign and does not do so within 14 days, Council may remove the sign and the Licensee will be responsible for covering the costs associated with the sign's removal, storage and or disposal.

61. SMOKING

Under the Tobacco Act 1987, smoking is prohibited within ten meters of outdoor public children's playground equipment, skate parks and sporting venues during junior organized sport.

Licensees are advised that smoking is prohibited in all Council owned buildings including sports pavilions, with no person able to smoke within five metres of doorways or open windows. It is the responsibility of Licensee to uphold this requirement in the interests of community health.

Any evidence of smoking within a Council pavilion will result in a review of the user group's allocation of that pavilion, which may also jeopardise any future allocations.

Licensees must display no smoking signs as requested.

62. SPORTS GROUND LIGHTING

Council is responsible for the supply and construction of training standard lighting of 50lux. The Licensee is required to fund 20% of the cost of upgrading from 50lux to 100lux and 100% of the costs from 100lux to 150lux.

Council's contribution will be dependent on funding available within the capital works budget. Council must receive a Licensee's financial contribution before any work can commence.

Sports ground lighting on Council land remains the property of Council and cannot be removed in part or full.

Council will maintain floodlight towers and fittings, and undertake globe replacements. Globes may not necessarily be replaced as soon as the fault is reported due to costs associated with completing such repairs. Licensees will be responsible for the costs of all replaced globes.

Lighting use required beyond 9 pm will require prior permission from Council.

63. SUBLETTING

The Licensee is not permitted to sublet hire or enter into any agreement for the use of any part of the licensed area. All booking enquiries must be directed to Council's Recreation Services team.

64. TEMPORARY CLOSURE OF GROUNDS

Council reserves the right to close any sports ground in poor weather conditions or to protect the playing surface, complete capital or maintenance works, or to allow rehabilitation of the ground after damage.

Council will endeavor to notify any Licensee affected by a ground closure as early as possible to allow for alternative arrangements.

65. TERMINATION OF USE

Upon cessation or termination of authorisation of use, the Licensee will remove all property of the Licensee, return all keys and settle all outstanding claims by Council for fees or reimbursements for damage or otherwise, as soon as practicable. The Licensee must cease to use the facility for sports immediately upon the authorisation ending.

66. UTILITY CHARGES

Licensee are responsible for paying the utility charges related to their allocation. This includes all telephones, electricity, and gas accounts. The Licensee is not required to pay for water and garbage collection.

Where there is more than one Licensee, the Licensee will use its best endeavours to agree with the other Licensees upon the apportionment of the utility bills at the commencement of their respective seasons.

It is recommended that the Licensees enter into a shared use agreement for the distribution of utility costs, a sample of the shared use agreement is available as an annexure.

If there is any dispute as to the apportionment of the utility bills the Licensee agrees and acknowledges that the dispute will be determined by Council's Active Monash Department, whose decision will be final and binding on the parties.

Prior to the Seasonal Changeover (for Co-occupants), the utility bills should be reconciled and re-addressed by mail to the incoming tenant to avoid costly disruptions of the services.

67. VEHICLES

The Licensee must ensure that vehicles are not driven on to the playing fields, passive recreation or open space areas. The Licensee, its members, visitors and invitees are required to comply with all notified parking restrictions. Subject to the direction of Council officers, the Licensee is responsible for the control of vehicles parked in the reserve by members and visitors.

No motor vehicle, bicycle, scooter, cart or other vehicle, whether propelled by mechanical, human or animal power, may be driven through any sports ground without prior permission from Council.

Emergency vehicles are exempt.

68. THE VICTORIAN GOVERNMENT'S FAIR PLAY CODE

The Victorian Government's Fair Play Code of conduct for Sport and Recreation in Victoria, outlines the standards of behavior expected for everyone involved in sport and Recreation.

The Fair Play Code encourages appropriate standards of behaviour to enable every Victorian to be involved in sport and recreation that is safe, welcoming and inclusive. It also includes integrity, respect, responsibility, fairness and safety as 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.

69. WASTE AND LITTER MANAGEMENT

Hard rubbish Collection

Licensees within a reserve in the City of Monash, can access Council's hard rubbish service. For further information and to book this service, contact Council's Service Centre on 9518 3555.

Hard rubbish includes all waste that will not fit in your garbage bin, including: furniture, e-waste, appliances, and general junk;

Hard rubbish collection will NOT collect:

- mattresses;
- car parts, batteries or tyres;
- gas bottles;
- chemicals and liquids (including paint and oil);

- commercial or business waste;
- waste material from building, renovation or demolition (including timber, bricks, concrete, rubble, fencing and pallets);
- items which are too heavy to be lifted by two people; and
- broken glass, asbestos, cardboard or newspapers.

Size limits

The maximum amount of hard waste is three cubic metres. The maximum length or height of any individual item is two metres.

Recycling and Waste

Recycling and waste must be correctly separated into the correct waste streams provided:

- Mixed recycling (yellow lid); plastic cutlery, plastic plates, paper, cardboard, plastic bottles, plastic containers, glass, cartons, cans and aluminium foil.
- Landfill (red lid); bin bags, cling wrap, plastic wrappers and polystyrene.
- When vacating the venue, the contents of the bins must be emptied into the corresponding secure Council bins.
- When emptying the mixed recycling, please ensure that the contents are emptied out of the plastic bin bags (the bin bag can then be placed in the landfill bin).

Dumped and Illegal Rubbish

Rubbish dumped on Council land should be reported to Council's Customer Service team for immediate removal.

70. WATER

Council will pay all water utility bills for the pavilions and reserves. Where stipulated, the Licensee will be on-charged the full or partial costs of the water bills.

71. WITHDRAWAL OF SPORTSGROUNDS

The Licensee acknowledges and agrees that Council may at any time withdraw from the Licensee either permanently or for a period of time, the use of any facility or part facility for any reason including but not limited to:

- The sportsground is unplayable due to inclement weather;
- The sportsground is unsafe for match play;
- The sportsground requires surface repairs and/or redevelopment works;
- The sportsground is required for a community event;
- Breach by the Licensee any of these Conditions of Use.

The Licensee it will not be entitled to any compensation, or the reimbursement of the Licence Fee (or any other money payable by the Licensee to Council under this Licence) if Council makes a determination; and

The Licensee must ensure it takes steps to prevent over use of playing surfaces to minimise the prospect of ground usage restrictions being imposed.

ATTACHMENT 3 – MAINTENANCE SCHEDULE

Without limiting the Licensee's obligations under Clause 2.5 of the Licence, the Licensee must comply with the Licensee's obligations set out in this maintenance schedule:

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

The following definitions apply to this Maintenance Schedule:

1. Programmed or Preventative Maintenance/ Servicing to maintain in good working order

This means any scheduled or routine servicing which occurs regularly to ensure that the item continues to work in good order.

2. Reactive repair if damaged in the normal course of operations in order to keep in good condition

This means that unplanned damage has occurred to the item and a repair is required to ensure that the item continues to work in good order.

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

The Occupier is liable for the cost of repair or replacement of any item as a result of misuse, negligence or vandalism by the Occupier or the Occupier's guests, invitees and contractors. The repair or replacement will be undertaken by Council and charged to the Occupier.

Where the Sporting Reserve and/or Pavilion is shared between users, the costs will be split between users if the responsibility for the damage cannot be identified.

4. To replace if asset is at the end of its useful utility

When an asset reaches the end of its useful utility or life as a result of age, unrepairable fault or structural defects, it will be replaced with a like-for-like asset.

General

Any work must reasonably be carried out by a qualified tradesperson including scheduled or routine servicing and inspections where required, repairing of faults and cleaning; replacement due to structural defects, and/or age; and approval of any works carried out by agents of the responsibility party.

No reimbursement will be provided to the Licensee unless replacements are approved by Council prior to works being undertaken.

Report and reporting requirements

The Occupier must as soon as practicable, report in writing by email, fax or letter, any issues that may require Council's attention.

Significant works, whether Council or the Occupier's responsibility should be reported to Council in writing.

Where Council has full responsibility, the Occupier is to report any problems for Council's consideration.

Misuse or damage caused by the club

Where the tenant is found to have misused or damaged Council property, the tenant will be responsible for the costs of repairing any item.

Insurance claims

Where items are subject to an insurance claim, responsibility will be determined by Council's Insurer on case-by-case basis.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
BUILDING / PAVILION		
Air conditioning, evaporative coolers, heating & fixed ventilation fans in social spaces only.	Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
CCTV	Council approval is required for all installations of CCTV at a pavilion or a reserve. https://www.monash.vic.gov.au/About-Us/Council/Governance/Policies-and-Procedures/CCTV-Surveillance-System-Policy	Nil
Cool rooms	Clubs to fund purchase of unit, installation and ongoing maintenance costs.	Nil
Curtains, drapes, blinds	Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Doors <ul style="list-style-type: none"> • roller doors • roller shutters • security grills & screens • door furniture • cupboard doors • door closers • automatic doors 	Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Electrical fittings (supply mains, sub mains, switchboards, fittings & power points)	Report any defects or damage to Council.	Maintain according to Australian Standards. Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Essential Safety Measures (ESM) as per Australian Standard 1851	Provide Council with means of access to building. Ensure all paths of travel and standards are complied with.	Complete and document inspections and rectify any works.
Floor surfaces & coverings (fixed)	Keep clean, report any defects, damage or trip hazards to Council.	Reactive repair if damaged in the normal course of operations. To replace if unrepairable.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
Fly screens - windows	Keep clean and in good condition. Report any defects or damage to Council.	Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Furniture – tables, chairs, and player benches	Keep clean and in good condition. Report any defects or damage to Council.	New buildings only, Council will supply tables and chairs in social rooms and players benches within the change room area (if not permanently fixed to the wall).
Garbage collection	Pay all appropriate fees and charges for garbage collection. Where appropriate place all bins on the kerb side for collection and return to compound once collected.	Council responsible for collection of garbage at the pavilion / reserve, including sanitary bins.
Glass / windows	Keep clean and in good condition. Report any defects or damage to Council	Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Grease traps	Nil	Programmed Servicing in accordance with the Environmental Protection Authority Guidelines, to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Installation & maintenance of essential services items (e.g. exit signs, emergency lighting, firefighting equipment, such as fire extinguishers, fire blankets, hoses & cabinets)	Report to Council any lost or damaged items. Should a fire extinguisher be discharged the tenant must report this to Council with the detail as to why discharge occurred. The cost of recharging of fire extinguisher could be charged to the club if the discharge was as a result of misuse or inappropriate behaviour by the Club.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Intercom (security) units	Nil	Nil
Keys & locks (including lock cylinders)	No fitting of additional locks or copying keys are permitted by user groups. Keep locks in good condition. Report any defects or damage to Council. The cost of lost/ non-returned keys and re-keying of the building will be charged to the user group.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
Kitchen canopies/exhaust fans	Nil	Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Kitchen fixtures e.g. deep fryer, fridge, freezers, dishwashers	User responsible for own equipment.	Provide space for the tenants to install at their own costs.
Kitchen fixtures e.g. stove, cook top, oven, range-hood, benchtops and cabinets and any built in fixtures	Install repair and maintain any non-fixed appliances. Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Light globes	Replace all globes below the height of 2.5m.	Replace all globes greater than a height of 2.5m.
Painting – internal and external surfaces	Keep clean and in good condition.	Paint and maintain. Programmed Works to maintain in good condition. Reactive repair if damaged in the normal course of operations.
Pest control	Ensuring the venue is clean and tidy and free of items that might attract pests.	Programmed Treatment Reactive treatment in the case of outbreaks.
Plumbing – maintenance & repairs, including roof guttering	Report any defects or damage to Council.	Programmed Servicing in accordance with the Plumbing Regulations 2018 to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Removal of graffiti	Report any graffiti to Council.	Arrange for the removal of graffiti.
Security <ul style="list-style-type: none"> • Audible security systems/alarms - maintenance • Back to base security systems – maintenance & monitoring 	User to fund all costs associated with the installation. The installation must be completed by a Council approved contractor.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Security lighting on pavilions	Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
Signage – supply and maintain	Inwards facing sportsground fence sponsorship signage only in accordance with Council signage policy.	Standard Council location sign or any statutory building signs.
Structural maintenance, including footings, foundations, stumps, timber frame, ceilings, roofing, skylights, spouting, downpipes, walls, window frames (excluding glazing), floors, verandas, balustrades & handrails	Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Swipe security system	Keep in good condition. Report any defects or damage to Council. The cost of lost/non-returned swipe cards of the building will be charged to the user group. Groups should report any lost or missing swipe cards.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Tag and testing of electrical items	Clubs are responsible for the tag and testing of their own electrical items. The club must provide to Council a copy of the annual tag and testing certificate.	Programmed Testing and Tagging for all council supplied electrical items.
Telephones & data wiring, television antennas, Foxtel or similar.	Install repair and maintain the clubs equipment.	Nil
Vertical transportation (lifts)	Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing in accordance with AS 1735 Lifts, Escalators and Moving Walks to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
UTILITIES		
Utility charges: water, sewer - maintenance	Nil	Council for the connection and payment of water and sewage charges.
Utility connection, management and charges: electricity, gas, telephone	Tenants responsible for the connection and payment of utilities.	Nil

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
SPORTS GROUND		
Athletic track line marking	Nil	Maintain all markings.
Baseball field	Responsible for game day preparation of the en-tout-cas surface, including ongoing line marking and diamond dragging.	Responsible for turf grass and en-tout-cas reactive and programmed maintenance.
BMX track	Must maintain, repair all track surfaces and fittings.	Maintain the external fencing, car park, and surrounding gardens.
Coaches box / player shelters	Keep clean and in good condition. Report any defects or damage. To incur the cost of repairing if damage is as a result of misuse by the User.	Install and maintain coaches boxes / player shelters as per the sports requirements.
Cricket nets	Report any defects or damage to Council.	Install, repair and maintain
Fencing and gates (sportsground, court, reserve and safety fencing)	Keep clean and in good condition. Report any defects or damage.	Installation, maintenance and replacement of fencing and gates as per the sports requirements.
Floodlighting (including sportsground and court lighting)	Paying all costs associated with the maintenance of sportsground lighting as managed by Council and fund 20% of the capital investment for the lighting infrastructure up to 100 lux. Levels above 100 lux will be fully funded by the tenants.	Installation, maintenance and replacement of sportsground lighting. Audits of the pole infrastructure and lux levels. An annual maintenance fee will be on charged to the tenants.
Goals	Report any defects or damage. Where required install and remove post padding and netting as per sports requirements.	Installation, removal, maintenance and replacement of goal posts.
Line marking (grassed surfaces)	Undertake all line marking in accordance with Council requirements and standard ground dimensions. Ensuring boundary run-offs comply with the relevant sporting code standards. No herbicide, lime or domestic paints are to be used when marking the lines.	Audits of line marking to ensure compliance with the minimum run off requirements set by sporting associations and report to clubs when line markings do not comply.

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
PA system	Install, repair and maintain, clubs must ensure it is lower than 15db.	Nil
Portable goals	Provide, maintain and store in accordance with Standards Australian handbook – HB 227 – 2003: Portable soccer goal posts – manufacture, use and storage.	Council supplies, maintains and replaces portable goals on synthetic grass surfaces.
Scoreboards	Clubs agree to pay all costs for the installation, maintenance and supply of the scoreboard. This payment is inclusive of Project Management and Contingency fees. As per the scoreboard installation guidelines.	Clubs wishing to install an electronic scoreboard must seek Council approval prior to commencing any works. The electronic scoreboard installation must be completed by a Council approved contractor.
Sportsground – irrigation and drainage	Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Sportsgrounds – grass / synthetic surfaces	Inspect prior to use to ensure there is no risk to users. The club must keep evidence that the inspection has been completed. Should defects to the surface be found the tenant must report this to Council for rectification	Maintain surface to a playable condition
Synthetic cricket wicket	Report any defects or damage to Council.	Install, repair and maintain
Synthetic cricket wicket covers	To incur the cost of repairing if damage is as a result of misuse by the User.	Install, repair and maintain

SPORTING PAVILIONS AND RESERVES

MAINTENANCE SCHEDULE

ITEM	TENANT'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
GENERAL		
Turf cricket wickets	Report any defects or damage to Council. To incur the cost of repairing if damage is as a result of misuse by the User.	Maintain centre turf wickets and practice turf wickets
Turf cricket wickets covers	Summer clubs to install and remove turf wicket covers. Winter clubs to assist Council to install and remove turf wicket covers.	Install, repair and maintain centre turf wicket covers
Car parks and lighting	Keep clean and in good condition. Report any defects or damage to Council.	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Cleaning	Keeping clean and free of rubbish pavilion, sportsground and surrounds at all times.	Nil
Grounds maintenance <ul style="list-style-type: none"> • garden, lawn • paving & footpaths • trees (removal & pruning) 	Nil	Programmed Servicing to maintain in good working order. Reactive repair if damaged in the normal course of operations. To replace if unrepairable.
Hard rubbish collection	Tenants can book in free hard rubbish collection. Contact Customer service to arrange this collection.	Nil

ATTACHMENT 4 – MONASH ENVIRONMENTAL SUSTAINABILITY GUIDELINES

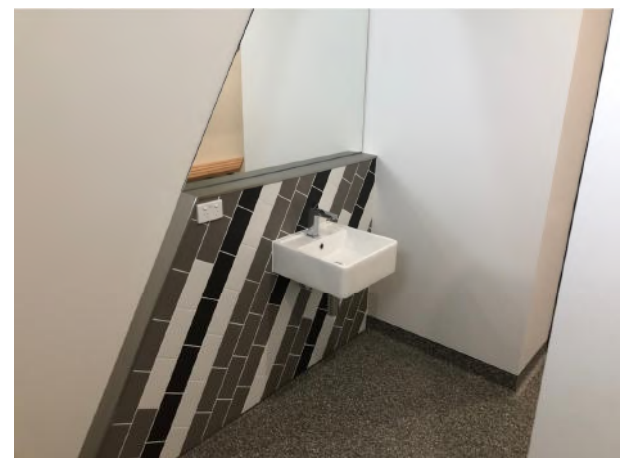
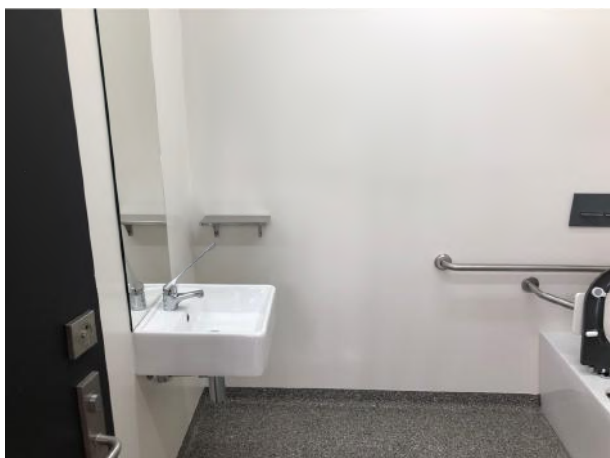
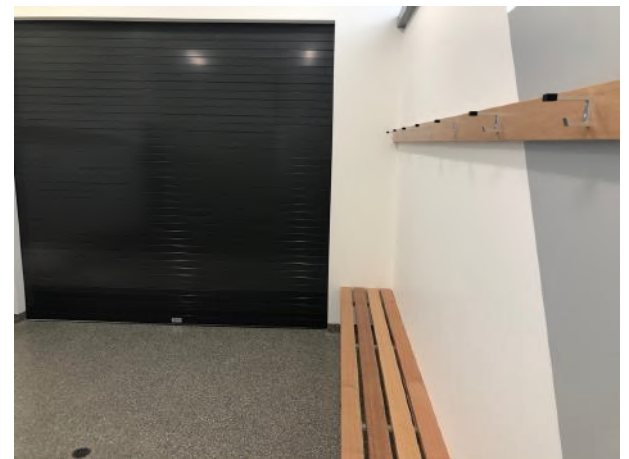
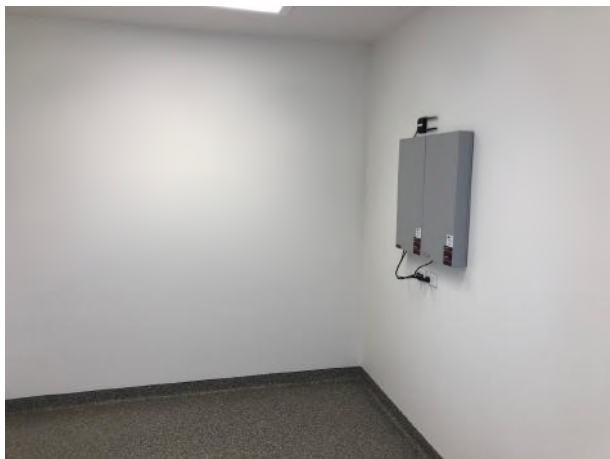
Monash Environmental Sustainability Guidelines

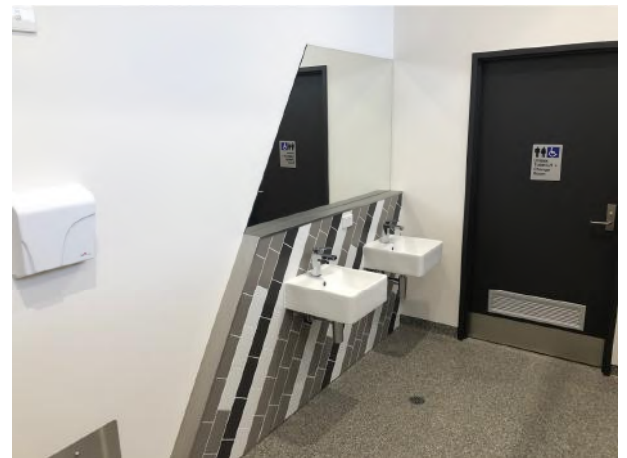
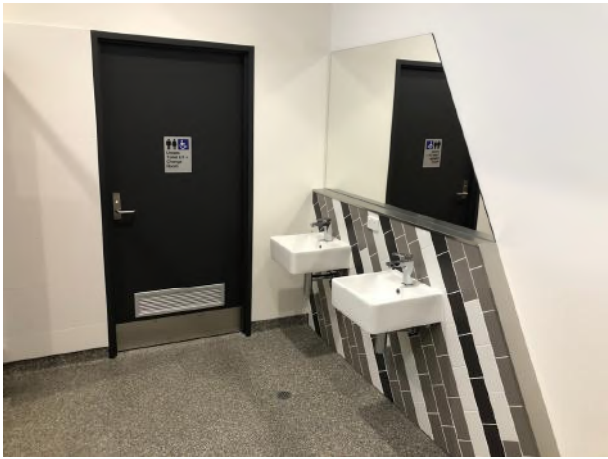
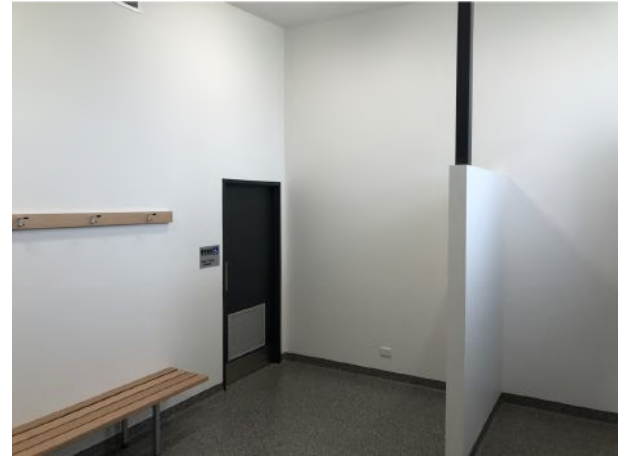


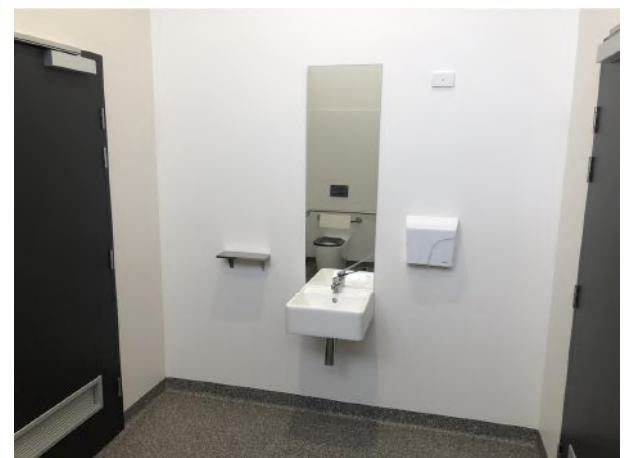
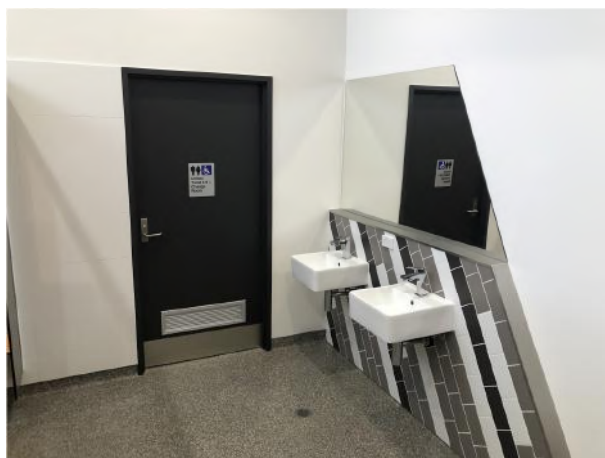
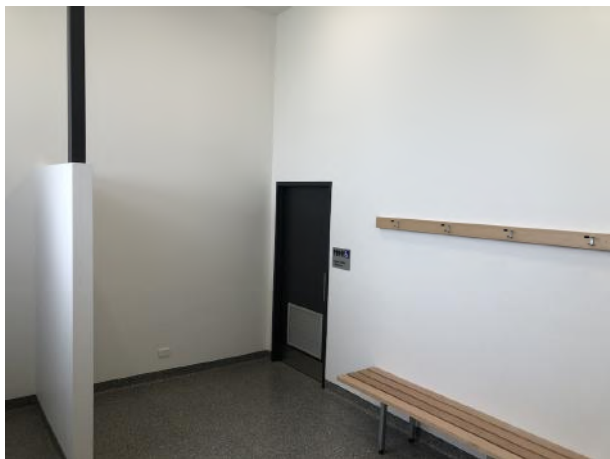
Council's Environmental Sustainability Strategy guides the decisions and actions across Council and is a basis for ensuring sustainable outcomes for our community. We encourage Users of Council facilities to take an Environmentally Sustainable approach to benefit our environment by implementing the following Guidelines:

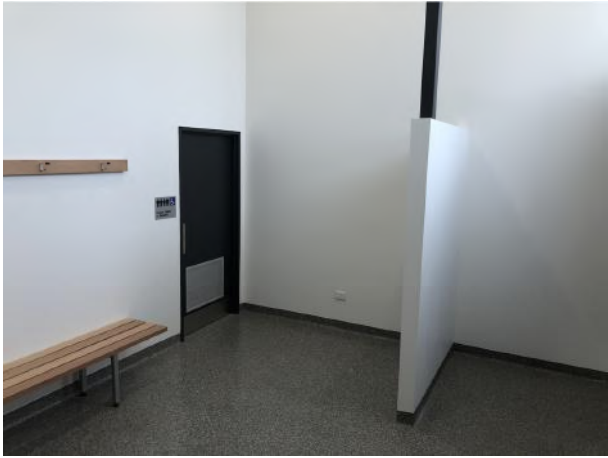
- a) Improve the environmental performance of your Area through avoidance and/or diversion of waste from landfill, use of recycled content materials, water and energy efficiency initiatives to minimise their impact on the local biodiversity;
- b) Be responsible for the presentation of bins for collection, including moving bins on the nature strip or agreed location for collection (within 24 hours of collection) and returning these within 24 hours of collection including re-attaching bins to the designated hitching rails or bin storage areas; ensuring landfill waste is bagged and recycling and organic waste is loose in bins; ensuring bin lids are closed and bins are not overflowing; and periodically cleaning bins when required;
- c) Recycle materials and separate food waste for composting in order to minimise waste to landfill;
- d) Collaborate with Council in the provision of waste auditing processes by providing a suitable contact, and preparedness to make reasonable changes to the management of waste to minimise waste volumes and contamination;
- e) Preparation of a Waste Management Plan if at least 1000 litres of waste is created per week by the licensee operations; and/or an audit indicates that contamination levels of recycling bins exceeds 5%; and /or contamination levels of organics bins exceeds 1%;
- f) Use reasonable endeavours to minimise energy use, minimise carbon emissions, water use, low impact cleaning and resource consumption in the occupied Area;
- g) As far as practicable, select environmentally appropriate materials for use within the occupied Area, including the use of crockery and re-usable cups and avoid excess packaging;
- h) Collaborate with the Council where possible to incorporate ecologically sustainable design principles into the design and operation of the occupied Area and observe any relevant ecologically sustainable design principles outlined in the Monash Planning Scheme;
- i) Annually provide to Council:
 - copies of the Occupier's energy and water costs and consumption data (including copies of energy and water accounts) to determine energy and water performance and support future efficiency opportunities for the occupied Area;
 - a report providing reasonable details of all sustainability initiatives implemented in respect of the occupied Area during the preceding 12 month period;

ATTACHMENT 5 – CONDITION AT COMMENCEMENT

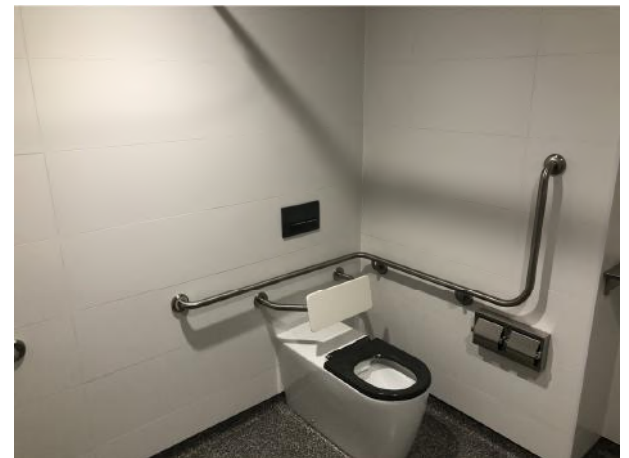
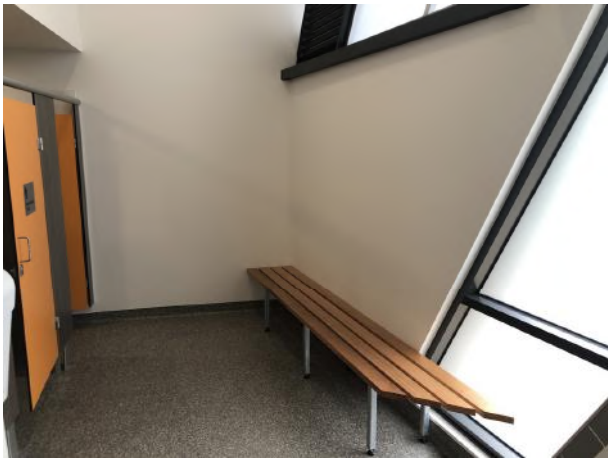


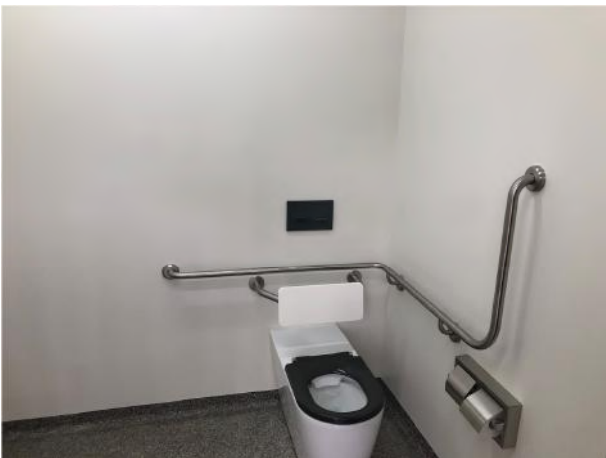












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otc123@optusnet.com.au
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Peter Splatt - Secretary
prsplatt@gmail.com
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Michael Roberts
m-troberts@bigpond.com
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