

Licence VC Mitchell Park – Pavilion 1

Shire of Donnybrook Balingup

Donnybrook Football & Sporting Club Incorporated

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Details

Parties

Shire of Donnybrook-Balingup

of PO Box 94, Donnybrook, Western Australia 6239 (Licensor)

Donnybrook Football & Sporting Club Incorporated

Registration Number A0770198K of PO Box 117, Donnybrook, Western Australia 6239 (Licensee)

Background

- A The Licensor has the care, control and management of the Land pursuant to a management order.
- B The Licensor has agreed to licence and the Licensee has agreed to take a licence of the Licensed Premises upon the terms and conditions contained in this licence.

Agreed terms

1. Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Licence:

Agreed Hours means the times that the Licensee may utilise the Licensed Premises under the terms of this Licence, as specified in **Item 3** of the Schedule;

Amounts Payable means the Licence Fee and any other money payable by the Licensee under this Licence;

Centre means the centre or the building where the Licensed Premises are located;

CEO means the Chief Executive Officer for the time being of the Licensor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Licence;

Licensor's Covenants means the covenants, agreements and obligations set out or implied in this Licence, or imposed by law to be performed and observed by the Licensor;

Commencement Date means the date of commencement of the Term specified in **Item 6** of the Schedule;

Common Areas means all those parts of the Centre not exclusively leased or licensed to any tenant and intended for use by the tenants, licensees and/or users of the Centre and their respective invitees in common with each other including all parking areas, roads, walkways, kitchens, corridors, passageways, stairways, elevators, toilets and washrooms in on or about the centre and/or building;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

CPI Review means the licence fee process described in clause 3.2(2);

Further Term means the further term (if any) specified in Item 5 of the Schedule;

GST has the meaning that it bears in the GST Act;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Licensor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at Item 1 of the Schedule;

Licence means this deed as supplemented, amended or varied from time to time;

Licence Fee means the Licence Fee specified in **Item 7** of the Schedule as varied from time to time under this Licence;

Licensed Premises means the premises described in Item 2 of the Schedule;

Licensee's Agents includes:

- (a) the employees, officers, agents, contractors, invitees and licensees of the Licensee; and
- (b) any person on the Licensed Premises by the authority of a person specified in paragraph (a);

Licensee's Covenants means the covenants, agreements and obligations set out or implied in this Licence or imposed by law to be performed and observed by the Licensee;

Licensee's Share means the proportion that the area of the Licensed Premises bears to the total area of other premises which enjoy or share a benefit resulting from the relevant Non-specific Outgoing and where relevant taking into account the type of outgoing, adjusted by the Licensor (acting reasonably) to take into account relative usage by each tenant or user enjoying that benefit;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate constituted under section 7 of the *Land Administration Act 1997*;

Notice means each notice, demand, consent or authority given or made to any person under this Licence;

Non-specific Outgoings means all costs the Licensor incurs in relation to the use, conduct, operation, repair and maintenance of the Land, the Centre and/or the Common Areas (whether or not by direct charge or assessment and determined by reference to the amounts paid by the Licensor or if payment has not then been made by reference to the relevant invoice, assessment or statement of liability received by the Licensor or, if none has been received, by reference to the relevant third party agreement which creates the Licensor's obligation to pay) including:

- rates or assessments or other fees payable to an authority (for example water rates, electricity, gas, sewerage);
- (b) costs relating to the provision of water, gas, electricity, telephone, power, and other services;
- (c) costs the Licensor incurs in the maintenance of and repairs to the Land and the Centre;
- (d) costs of operating, repairing, and servicing any mechanical services;
- (e) costs relating to cleaning, pest control, liquid removal, waste removal and fire prevention for the Land and the Centre;
- (f) costs of heating and air conditioning for the Land and the Centre (including costs of repairs and maintenance);

BUT does not include:

- (i) any costs due solely to the Licensee's use of the Licensed Premises;
- (ii) any costs due solely to any other tenant's use of its premises; and
- (iii) expenditure on capital account or of a capital nature;

Party means the Licensor or the Licensee according to the context;

Permitted Purpose means the purpose set out in **Item 8** of the Schedule;

Schedule means the Schedule to this Licence;

Term means the term of years specified in Item 4 of the Schedule and any Further Term; and

Termination means the date of:

- (a) expiry of the Term or any Further Term by effluxion of time;
- (b) sooner determination of the Term or any Further Term; or
- (c) determination of any period of holding over; and

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

Grant of licence

2.1 Grant of licence

- (1) Subject to paragraph (2), the Licensor grants a licence to the Licensee to use the Licensed Premises for the Agreed Hours for the Term, on the terms and conditions provided for in this Licence.
- (2) This Licence is subject to and conditional on the approval of the Minister for Lands under the Land Administration Act 1997. The parties acknowledge that the Minister for Lands' consent to this Licence annexed hereto as **Annexure 2**.

2.2 Agreed Hours

- (1) The Licensee's use of the Licensed Premises is strictly limited to the Agreed Hours.
- (2) The Licensee may only use the Licensed Premises outside the Agreed Hours with the written consent of the Licensor, which consent shall be subject to the Licensee giving the Licensor seven (7) days written notification of such request and the Licensor having no existing commitment with any other licensee or person. The Licensor's normal hire fees may apply for such additional use; however, the Parties acknowledge and agree that terms and conditions of this Licence will apply to such additional use of the Licensed Premises.
- (3) If the Licensee uses the Licensed Premises outside of the Agreed Hours without the prior consent of the Licensor, the Licensor may issue the Licensee an invoice for such use in accordance with its normal fees and charges and the Licensee must pay such fee within 14 days of receipt.

3. Licence Fee and other Payments

3.1 Licence Fee

The Licensee covenants with the Licensor to pay to the Licensor the Licence Fee in the manner set out at **Item 7** of the Schedule on and from the Commencement Date clear of any deductions.

3.2 Licence Fee Review

The Licence Fee will be reviewed for each of the years of the Term (including any period of holding over) on the dates specified in **Item 10** of the Schedule. The reviewed Licence Fee will be determined by upon the basis of the minimum Gross Rental Value each financial year as adopted by the Licensor in its annual Budget.

3.3 Outgoings

- (1) The Licensee covenants with the Licensor to pay to the Licensor or to such person as the Licensor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Licensed Premises:
 - (a) auxiliary power supply and costs;
 - (b) consumables;
 - (c) charges for sewerage disposal;
 - (d) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges
 - (e) rubbish and recycling collection charges;
 - (f) telephone, electricity, gas and other power and light charges and including but not limited to meter rents and the cost of installation of any meter, wiring or connections AND where possible the Licensee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Licensee; and
 - (g) excesses arising from the building insurance obtained by the Licensor in respect of the Licensed Premises.
 - (h) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Licensee's use and occupation of the Licensed Premises.
- (2) If the Licensed Premises are not separately charged or assessed the Licensee will pay to the Licensor a proportionate part of any charges or assessments referred to paragraph (1) above, being the proportion that the Licensed Premises bears to the total area of the land or premises included in the charge or assessment, and in relation to such charges the Licensor may for such outgoings to be paid in advance by way of instalments.

3.4 Non-specific Outgoings

- (1) The Licensee must pay the Licensor the Licensee's Share of each Non-specific Outgoing on a quarterly basis.
- (2) The Licensee must pay the Licensor the Licensee's Share of the Non-Specific Outgoings no later than 1 month after the Licensor gives the Licensee a notice asking for payment.
- (3) The Licensor agrees to provide the Licensee with a written statement detailing all of the Licensor's expenditure on account of Non-Specific Outgoings to which the Licensee is liable to contribute, and the Licensee's Share of such outgoings.

- (4) The parties acknowledge and agree that the Licensee's Share and other tenants share towards the Non-Specific Outgoings may take into account relative use by each tenant, and in that regard the Licensee agrees to provide the Licensee with all relevant information in respect of the Licensee's use (including operating hours and use) of the Licensed Premises to permit the Licensor to make any necessary adjustments in relation to relative use.
- (5) Notwithstanding any other provision of this Licence, in the event that the Licensor determines (acting reasonably), at any time during the Term, that the methodology as set out in this Licence for the sharing or recovery of Non-specific outgoings for the Land and/or Centre does not appropriately reflect tenants' respective consumption or use of the Land and/or Centre, the Licensor may upon three months' written notice to the Licensee outlining the changes to the cost sharing arrangements.

3.5 Interest

Without affecting the rights, power and remedies of the Licensor under this Licence, the Licensee covenants to pay to the Licensor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

3.6 Costs

- (1) The Licensee covenants with the Licensor to pay to the Licensor all costs, legal fees, disbursements, and payments incurred by or for which the Licensor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Licence;
 - (b) any breach of covenant by the Licensee or the Licensee's Agents
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Licensee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Licensee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 3.6 or any matter arising out of this Licence.

3.7 Payment of money

Amounts Payable to the Licensor under this Licence must be paid to the Licensor at the address of the Licensor referred to in this Licence or as otherwise directed by the Licensor by Notice from time to time.

3.8 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

4. Insurance

4.1 Insurance to be effected

The Licensee must effect and maintain with insurers approved by the Licensor (noting the Licensor's and the Licensee's respective rights and interest in the Licensed Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out **Item 9** of the Schedule in respect of any one claim or such greater amount as the Licensor may from time to time reasonably require;
- (b) insurance to cover the Licensee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Licensee can and does ordinarily insure in their full replacement value, and loss from theft or burglary; and
- (c) a policy of employers' indemnity insurance, including workers' compensation insurance, against any liability under common law or statute to pay damages to an employee in respect of all employees of the Licensee employed in, about or from the Licensed Premises.

4.2 Licensor to obtain building insurance

The Licensor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Land and/or Centre against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

4.3 Details and receipts

In respect of the insurances required to be obtained by the Licensee pursuant to this clause the Licensee must:

- (a) on demand supply to the Licensor details of the insurances and give to the Licensor, annually, copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Licensor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Licensor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

4.4 Not to invalidate

The Licensee must not do or omit to do any act or thing or bring or keep anything on the Licensed Premises which might:

- (a) render any insurance effected under this clause, or any insurances on adjoining premises, void or voidable; or
- (b) cause the rate of a premium for the Licensed Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium) to be increased.

4.5 Report

Each Party must report to the other promptly in writing, and in addition verbally in an emergency:

- (a) any damage to the Licensed Premises of which they are aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Licensed Premises or to any person in or on the Licensed Premises.

4.6 Settlement of claim

The Licensor may, but the Licensee may not without prior written consent of the Licensor, settle or compromise any claims under any policy of insurance required by this clause.

4.7 Licensor as attorney

The Licensee irrevocably appoints the Licensor as the Licensee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by this clause;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by this clause;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

4.8 Licensee's equipment and possessions

The Licensee acknowledges it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Licensor does not take any responsibility for the loss or damage of the Licensee's property.

5. Indemnity

5.1 Licensee responsibilities

The Licensee is responsible and liable for all acts or omissions of the Licensee's Agents on the Licensed Premises and for any breach by them of any covenants or terms in this Licence required to be performed or complied with by the Licensee.

5.2 Indemnity

- (1) The Licensee indemnifies, and shall keep indemnified, the Licensor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Licensor and/or the Minister for Lands, or brought, maintained or made against the Licensor and/or the Minister for Lands, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Licensed Premises by the Licensee or the Licensee's Agents;
- (e) any work carried out by or on behalf of the Licensee on the Licensed Premises;
- (f) the Licensee's activities, operations or business on, or other use of any kind of, the Licensed Premises;
- (g) any default by the Licensee in the due and punctual performance, observance and compliance with any of the Licensee's covenants or obligations under this Licence; or
- (h) an act or omission of the Licensee.

5.3 Obligations continuing

The obligations of the Licensee under this clause:

- (a) are unaffected by the obligation of the Licensee to take out insurance, and the obligations of the Licensee to indemnify are paramount, however if insurance money is received by the Licensor for any of the obligations set out in this clause then the Licensee's obligations under clause 5.2 will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Licence.

5.4 No indemnity for Licensor's negligence

The parties agree that nothing in this clause shall require the Licensee to indemnify the Licensor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Licensor, or its servants, agents, contractors or invitees.

5.5 Release

- (1) The Licensee:
 - (a) agrees to use the Licensed Premises at the risk of the Licensee; and
 - (b) releases to the full extent permitted by law, the Licensor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Licensed Premises or arising from the Licensee's use or occupation of the Licensed Premises by the Licensee; and
 - (ii) loss of or damage to the Licensed Premises or personal property of the Licensee; and

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Licensor, or its servants, agents, contractors or invitees.

(2) The release by the Licensee continues after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Licence.

5.6 Limit of Licensor's liability

- (1) The Licensor is only liable for breaches of the Licensor's Covenants set out in this Licence which occur while the Licensor is the management body or registered proprietor of the Licensed Premises.
- (2) The Licensor will not be liable for any failure to perform and observe any of the Licensor's Covenants due to any cause beyond the Licensor's control.

6. Condition of Licensed Premises

6.1 Condition of Licensed Premises

The Licensed Premises are made available to the Licensee in the condition that they are in at the Commencement Date.

6.2 Maintenance and Cleaning

- (1) The Licensee must keep the Licensed Premises clean, tidy and free from rubbish.
- (2) The Licensee in common with other users of the Licensed Premises must keep Common Areas clean, tidy and free from rubbish.

(3) The Licensee must leave the Licensed Premises and Common Areas at the end of each period of use in the condition those areas were in at the beginning of the period of use.

6.3 Damage to the Licensed Premises

- (1) The Licensee must report to the Licensor any damage to the Licensed Premises, the Centre and/or Common Areas, or any of the equipment, facilities and services provided by the Licensor, sustained during the Licensee's use of the Licensed Premises immediately upon becoming aware of the damage.
- (2) The Licensee must pay to the Licensor the cost of repairing and making good any damage of the type referred to in paragraph (1) above where such damage is caused whether directly or otherwise by the Licensee or the Licensee's Agents, including the cost of labour and materials and replacement equipment, and must if required by the Licensor, itself repair and make good any such damage.
- (3) The Licensee must pay to the Licensor costs incurred by the Licensor in repairing and making good of any such damage.

6.4 Security of Licensed Premises

- (1) The Licensee must ensure that the building or buildings, and all of the Licensor's fixtures and fittings, are appropriately secured at all times during the Agreed Hours and at the conclusion of the Agreed Hours.
- (2) The Licensee will be responsible for any loss or damage to the Licensed Premises, and the Licensor's fixtures and fittings during the Agreed Hours and at the conclusion of the Agreed Hours, to the extent that any loss or damage was caused or contributed by an act or omission of the Licensee.
- (3) The Licensee covenants and agrees to pay to the Licensor or to such person as the Licensor may from time to time direct any security charges or call out charges which, in the Licensor's reasonable opinion, relate to the Licensee, the Licensee's Agents or the Licensee's use of the Licensed Premises.
- (4) The Licensee must not copy any key, or other security device, and must account for all keys and security devices upon Termination of this Licence.

6.5 Return of Licensed Premises to Licensor at conclusion of each period of use

- (1) The Licensee must vacate the Licensed Premises and remove all of the Licensee's equipment at the conclusion of each period of use, unless the Licensor otherwise agrees that such equipment may remain.
- (2) The Licensee must leave the Licensed Premises in a clean, safe and proper condition and the conclusion of each period of use.
- (3) Where the Licensee fails to remove its equipment, the Licensor may store such equipment at the Licensee's cost and the Licensee acknowledges and agrees that the Licensor may dispose of such equipment where the Licensee fails to collect such equipment within a reasonable period of time.

7. No Alterations without prior written consent

The Licensee must not make any alterations to the Licensed Premises or install any fixtures, partitions, fittings, signs or advertisements without the prior written permission of the Licensor, which may be withheld at the absolute discretion of the Licensor.

8. Use

8.1 Restrictions on use

The Licensee must not and must not suffer or permit a person to:

- (a) (i) use the Licensed Premises or any part of it for any purpose other than the Permitted Purpose; or
 - (ii) use the Licensed Premises for any purpose which is not permitted under any local planning scheme or any law relating to health;
- (b) do or carry out on the Licensed Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Licensed Premises any thing which causes a nuisance, damage or disturbance to the Licensor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the Licensed Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Licensed Premises;
- (f) display from or affix any signs, notices or advertisements on the Licensed Premises without the prior written consent of the Licensor;
- (g) to use or allow the Licensed Premises to be used for the consumption of alcohol without first obtaining the written consent of the Licensor; or
- (h) use the Licensed Premises as the residence or sleeping place of any person or for auction sales.

8.2 Sale of alcohol

The Licensee must not sell or supply liquor from the Licensed Premises or allow liquor to be sold or supplied from the Licensed Premises without the prior written consent of the Licensor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Licensing Regulations 1989 and Food Act 2008* and any other relevant written laws that may be in force from time to time.

8.3 No warranty

The Licensor gives no warranty:

(a) as to the use to which the Licensed Premises may be put; or

(b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Premises.

8.4 Licensed Premises subject to restriction

The Licensee accepts the Licensed Premises for the Term subject to any existing prohibition or restriction on the use of the Licensed Premises.

8.5 Indemnity for costs

The Licensee indemnifies the Licensor against any claims or demands for all costs, on a solicitor client basis, incurred by the Licensor by reason of any claim in relation to any matters set out in this this clause.

9. Entry and Inspection

The Licensee must permit the Licensor to enter the Licensed Premises at any reasonable time to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

10. Statutory obligations and notices

10.1 Comply with statutes

The Licensee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Licensed Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Licensed Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the Permitted Purpose;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Licensed Premises; and
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensed Premises or to the business the Licensee carries on at the Licensed Premises.

10.2 Safety and testing obligations

The Licensee acknowledges and agrees that it is fully responsible at its cost for ensuring that any the Licensee's fixtures or fittings located on the Licensed Premises, are regularly tested, maintained and inspected to ensure that such fixtures and fittings comply with all statutory requirements and are safe for use.

10.3 Indemnity if Licensee fails to comply

The Licensee indemnifies the Licensor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 10.1** and **10.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clauses 10.1 and 10.2.

10.4 No fetter

Notwithstanding any other provision of this Licence, the Parties acknowledge that the Licensor is a local government established by the *Local Government Act 1995*, and in that capacity, the Licensor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Licensor shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licensor in performing its statutory obligations or exercising any discretion.

11. Report to Licensor

The Licensee must immediately report to the Licensor:

- (a) any act of vandalism or any incident which occurs on or near the Licensed Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Licensee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Licensed Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Licensee and which affect the Licensed Premises and immediately deliver them to the Licensor.

12. Condition of Licensed Premises

12.1 Condition of Licensed Premises

The Licensed Premises are made available to the Licensee in the condition that they are in at the Commencement Date.

12.2 Maintenance and Cleaning

- (1) The Licensee must keep the Licensed Premises clean, tidy and free from rubbish.
- (2) The Licensee in common with other users of the Licensed Premises must keep Common Areas clean, tidy and free from rubbish.
- (3) The Licensee must leave the Licensed Premises and Common Areas at the end of each period of use in the condition those areas were in at the beginning of the period of use.

12.3 Damage to the Licensed Premises

- (1) The Licensee must report to the Licensor any damage to the Licensed Premises, the Centre and/or Common Areas, or any of the equipment, facilities and services provided by the Licensor, sustained during the Licensee's use of the Licensed Premises immediately upon becoming aware of the damage.
- (2) The Licensee must pay to the Licensor the cost of repairing and making good any damage of the type referred to in paragraph (1) above where such damage is caused whether directly or otherwise by the Licensee or the Licensee's Agents, including the cost of labour and materials and replacement equipment, and must if required by the Licensor, itself repair and make good any such damage.
- (3) The Licensee must pay to the Licensor costs incurred by the Licensor in repairing and making good of any such damage.

12.4 Security of Licensed Premises

- (1) The Licensee must ensure that the building or buildings, and all of the Licensor's fixtures and fittings, are appropriately secured at all times during the Agreed Hours and at the conclusion of the Agreed Hours.
- (2) The Licensee will be responsible for any loss or damage to the Licensed Premises, and the Licensor's fixtures and fittings during the Agreed Hours and at the conclusion of the Agreed Hours, to the extent that any loss or damage was caused or contributed by an act or omission of the Licensee.
- (3) The Licensee covenants and agrees to pay to the Licensor or to such person as the Licensor may from time to time direct any security charges or call out charges which, in the Licensor's reasonable opinion, relate to the Licensee, the Licensee's Agents or the Licensee's use of the Licensed Premises.
- (4) The Licensee must not copy any key, or other security device, and must account for all keys and security devices upon Termination of this Licence.

12.5 Return of Licensed Premises to Licensor at conclusion of each period of use

- (1) The Licensee must vacate the Licensed Premises and remove all of the Licensee's equipment at the conclusion of each period of use, unless the Licensor otherwise agrees that such equipment may remain.
- (2) The Licensee must leave the Licensed Premises in a clean, safe and proper condition and the conclusion of each period of use.
- (3) Where the Licensee fails to remove its equipment, the Licensor may store such equipment at the Licensee's cost and the Licensee acknowledges and agrees that the Licensor may dispose of such equipment where the Licensee fails to collect such equipment within a reasonable period of time.

12.6 Entry and Inspection

The Licensee must permit the Licensor to enter the Licensed Premises at any reasonable time to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

13. Default

- (1) This Licence is granted subject to the terms and conditions in this Licence and any failure by the Licensee to comply with any of those terms or conditions may result in the Termination of the Licence by the Licensor.
- (2) To terminate this Licence, the Licensor must give the Licensee a written notice stipulating the default and requiring the Licensee to remedy the default within one month of the service of the Notice.
- (3) If the default is not remedied to the satisfaction of the Licensor within one month of the service of a Notice under paragraph (2) above, the Licensor may terminate this Licence on the date of the expiration of the notice without prejudice to any rights the Licensor may have under this agreement.

14. Option to renew

If the Licensee at least three months, but not earlier than twelve months, prior to the date for commencement of the Further Term gives the Licensor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Licence or at law have been obtained; and
- (b) there is no subsisting default by the Licensee at the date of service of the Notice in :
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Licensee's Covenants,

the Licensor will grant to the Licensee a licence for the Further Term at the Licence Fee and on the same terms and conditions other than this clause in respect of any Further Terms previously taken or the subject of the present exercise and on such other terms and conditions as the Licensor may consider appropriate.

15. Holding over

- (1) If the Licensee uses the Licensed Premises after the expiry of the Term with the consent of the Licensor, the Licensee will be a monthly licensee of the Licensor at a licence fee equivalent to one twelfth of the Licence Fee for the period immediately preceding expiry of the Term and subject to paragraph (2) below otherwise on the same terms and conditions of this Licence provided that all consents required under this Licence or at law have been obtained to the Licensee being in possession of the Licensed Premises as a monthly licensee.
- (2) In the event that the Licensee is permitted to hold over the Licensed Premises pursuant to paragraph (1) above, the parties acknowledge and agree that the Licence Fee will continue to be reviewed in accordance with the terms of this Licence.
- (3) Either the Licensee or the Licensor may give notice to the other, at any time, to terminate the monthly licence and termination will take effect one month after the date of service of that notice.
- (4) If the Licensee is granted a new licence of the Licensed Premises following the expiration of the Term of this Licence, the parties acknowledge and agree that the Licensee will as a condition of the grant of the new licence be required to pay the new rental amount payable under the new licence from the date of expiration of this Licence, and in that regard the Licensee must pay to the Licensor any difference or shortfall between the licence fee amount paid under the holding over provision of this Licence and the new licence fee amount payable under the new licence, at the time of executing the new licence.

16. Obligations upon Termination

16.1 Peacefully surrender

On Termination the Licensee must:

- (a) peacefully surrender and yield up to the Licensor the Licensed Premises in a condition consistent with the observance and performance of the Licensee's Covenants under this Licence; and
- (b) surrender to the Licensor all keys and security access devices and combination for locks providing an access to or within the Licensed Premises held by the Licensee whether or not provided by the Licensor.

16.2 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Licensee must remove from the Licensed Premises all property of the Licensee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Licensor form an integral part of the Licensed Premises and promptly make good, to the satisfaction of the Licensor, any damage caused by the removal..

16.3 Licensor can remove property on re-entry

- (1) On re-entry the Licensor will have the right to remove from the Licensed Premises any property of the Licensee and the Licensee indemnifies the Licensor against all damage caused by the removal of and the cost of storing that property.
- The Licensor may, at any time after the expiration or sooner determination of the Term, give the Licensee a notice (Abandonment Notice) requiring the Licensee to remove all fittings, plant, equipment, or other articles not previously removed by the Licensee in accordance with the requirement of this clause (Remaining Items). On the Licensee's receipt of an Abandonment Notice, the Licensee shall have TWO (2) days within which to remove all Remaining Items and failing removal within that TWO (2) day period, all Remaining Items still on the Licensed Premises or in the Licensor's custody shall be deemed absolutely abandoned by the Licensee and shall automatically become the absolute property of the Licensor and may be sold by the Licensor or disposed of at any time and without further notice or obligation to the Licensee. The Licensor shall be entitled to keep the proceeds of any sales and those proceeds shall not be considered to reduce any arrears, damages or other moneys for which the Licensee may be liable.

16.4 Clause to survive termination

The Licensee's obligation under this clause will survive Termination.

17. No assignment, sublicensing, or hire

The Licensee must not assign its interest in the Licensed Premises nor sub-licence; hire to a third party, part with possession, or dispose of the Licensed Premises or any part of the Licensed Premises.

18. Licensee's acknowledgements

18.1 Nature of Licence

The Licensee acknowledges that:

- (a) this Licence does not grant exclusive possession of the Licensed or confer any estate or interest in the Licensed Premises;
- (b) other than the rights granted under this Licence, the grant of this Licence does not create or confer upon the Licensee any tenancy or any other estate or interest in the Licensed Premises; and

(c) the rights of the Licensee lie in contract only.

18.2 Agreed Hours

The Licensee acknowledges that:

- (a) it only has use of the Licensed Premises during the Agreed Hours and that other users of the Licensed Premises may be permitted to use the Licensed Premises at other times;
- (b) the Agreed Hours may be modified from time to time provided any proposed modification is agreed in advance with the Licensor and recorded in the Licensor's booking system; and
- (c) the Licensee must not obstruct any person or other organisation from using the Licensed Premises outside the Agreed Hours.

19. Provision of information

19.1 Provision of information

The Licensee agrees to provide to the Licensor:

- (a) a copy of the Licensee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any other information on the Licensee reasonably required by the Licensor.

19.2 Prior notice of proposal to change rules

The Licensee agrees that it will not change its rules of association under the *Associations Incorporations* Act 2015 without notifying the Licensor of its intention to make such a change prior to consideration of the required special resolution.

20. Damage or destruction

If the Licensed Premises are at any time during the Term destroyed or damaged to an extent as to be unfit for the occupation and use of the Licensee, either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Licence. The Term will terminate upon such notice being given and the Licensee must vacate the premises and surrender the same to the Licensor, but such termination will be without prejudice however to the liability of the Licensee under this Licence up to the date of termination.

21. Disputes

21.1 Referral of dispute: phase 1

Except as otherwise provided any dispute arising out of this Licence is to be referred in the first instance in writing to the Licensor's Representative as nominated in writing by the Licensor from time to time (Licensor's Representative) who shall convene a meeting within 10 days of receipt of such notice from the Licensee or such other period of time as is agreed to by the parties between the Licensor's Representative and an officer of the Licensee for the purpose of resolving the dispute (Original Meeting).

21.2 Referral of dispute: phase 2

In the event the dispute is not resolved in accordance with clause 21.1 of this Licence then the dispute shall be referred in writing to the CEO of the Licensor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Licensee for the purpose of resolving the dispute.

21.3 Appointment of arbitrator: phase 3

In the event the dispute is not resolved in accordance with clause 21.2 of this Licence then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act* 2012 (as amended from time to time) and the Licensor and the Licensee may each be represented by a legal practitioner.

21.4 Payment of Amounts Payable to date of award

The Licensee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Licensee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Licensor and the Licensee then the Licensor will refund to the Licensee the monies paid

22. Goods and services tax

22.1 Licensee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Licensor is liable to pay GST in connection with the licence of the Land or any goods, services or other Taxable Supply supplied under this Licence then, unless the Licensor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

- (a) the Licensor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Licensee shall pay the increased Basic Consideration on the due date for payment by the Licensee of the Basic Consideration.

22.2 Increase in GST

If, at any time, the GST Rate is increased, the Licensor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with clause 22.1(b).

22.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 22.2** the Licensor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Licensee to submit a claim for a credit or refund of GST.

23. Notice

23.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Licence or any other address nominated by a Party by Notice to the other.

23.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 23.2(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 23.2(b)**, on the fourth business day following the date of posting of the Notice.

23.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

24. General Provisions

24.1 Licensor's Consent

The Licensee acknowledges and agrees with the Licensor that:

- (a) if the Licensor consents to any matter referred to in this Licence, the Licensor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Licensor consents to any matter referred to in this Licence, the Licensee must, to the reasonable satisfaction of the Licensor, comply with any condition imposed by the Licensor.

24.2 Acts by agents

All acts and things which the Licensor is required to do under this Licence may be done by the Licensor, the CEO, an officer or the agent, solicitor, contractor or employee of the Licensor.

24.3 Statutory powers

The powers conferred on the Licensor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Licence, in addition to the powers conferred on the Licensor in this Licence.

24.4 Severance

If any part of this Licence is or becomes void or unenforceable, that part is or will be severed from this Licence to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

24.5 Variation

This Licence may be varied only by deed executed by the parties subject to such consents as are required by this Licence or at law.

24.6 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Licence do not, to the fullest extent permitted by law, apply to limit the terms of this Licence.

24.7 Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Licence.

24.8 Waiver

(1) Failure to exercise or delay in exercising any right, power or privilege in this Licence by a Party does not operate as a waiver of that right, power or privilege.

(2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

24.9 Governing law

This Licence is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

25. Additional terms, covenants and conditions

Each of the terms, covenants, and conditions (if any) specified in **Item 11** of the Schedule are part of this Licence and are binding on the Licensor and the Licensee as if incorporated into the body of this Licence. If there is any inconsistency between the provisions of **Item 11**. of the Schedule and the remaining provisions of this Licence, the provisions of **Item 11** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land and Centre

Land

Part of Reserve 23890, Lot 493 on Deposited Plan 183806 comprised in Certificate of Crown Land Title LR3106/474, as detailed on the plan annexed hereto as **Annexure 1**.

Centre

VC Mitchell Park – Pavilion 1

Item 2 Licensed Premises

That part of the Building constructed on the Land, and known as VC Mitchell Park – Pavilion 1, as detailed on the plan annexed hereto as **Annexure 1**.

Item 3 Agreed Hours

As stipulated in the Management Agreement annexed hereto as **Annexure 3** between the Licensor and the Licensee.

Item 4 Term

5 years*

Item 5 Further Term

5 years*

Item 6 Commencement Date

To be confirmed.

Item 7 Licence Fee

- (a) Subject to paragraph (b) below, \$1,667.00* plus GST per annum, payable annually in advance with the first payment due on the Commencement Date. The parties acknowledge that this amount has been determined upon the basis of the gross rental value for the Licensed Premises determined by the Valuer General.
- (b) Given the community benefits the Licensee provides to the community, the Licensee has agreed to provide a rent subsidy of 79%* on the following terms and conditions:
 - (i) the Licensee must continue to provide the community benefits and be eligible for such subsidy in accordance with the Licensor's policies; and

- (ii) the Licensee must complete to the Licensor's satisfaction a health check document, in the form required by the Licensor, annually on each anniversary of the Commencement Date or otherwise within a reasonable time upon written request from the Licensor, which document will include (without limitation) contact details and information on committee contacts, committee, membership, and financial management; and
- (iii) in the event the Licensee fails to comply with paragraphs (i) and (ii) above, the Licensor may withdraw the subsidy and the Licensee will be required to pay full Licence Fee in accordance with clause paragraph (a) above.

*Final figures to be confirmed

Item 8 Permitted Purpose

Community and sporting activities and uses reasonably ancillary thereto.

Item 9 Public Liability Insurance

Twenty million dollars (\$20,000,000.00).

Item 10 Review of Licence Fee

Annually on each anniversary of the Commencement Date.

Item 11 Additional terms and conditions

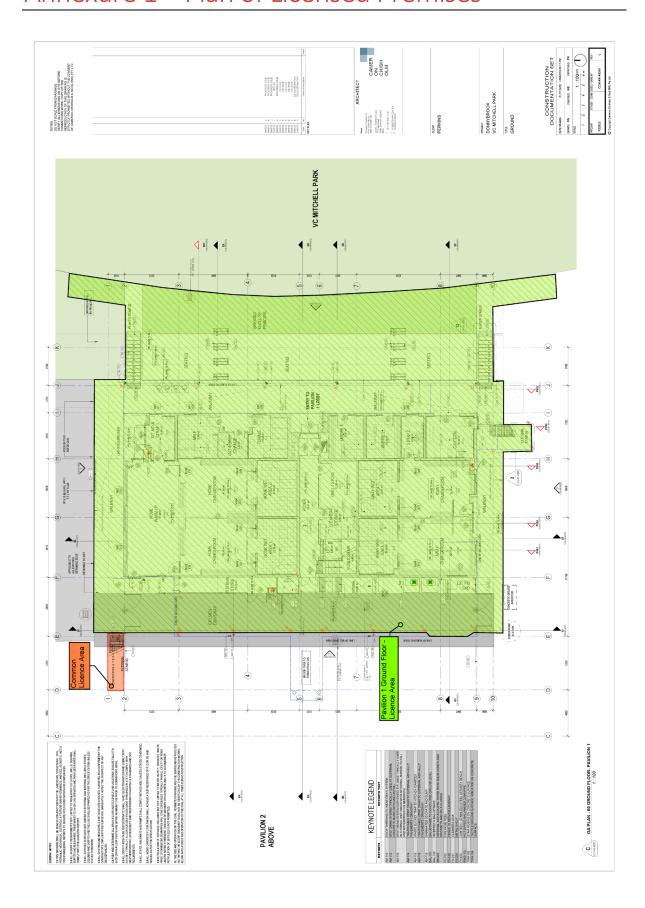
As stipulated in the Management Agreement annexed hereto as **Annexure 3** between the Licensor and the Licensee.

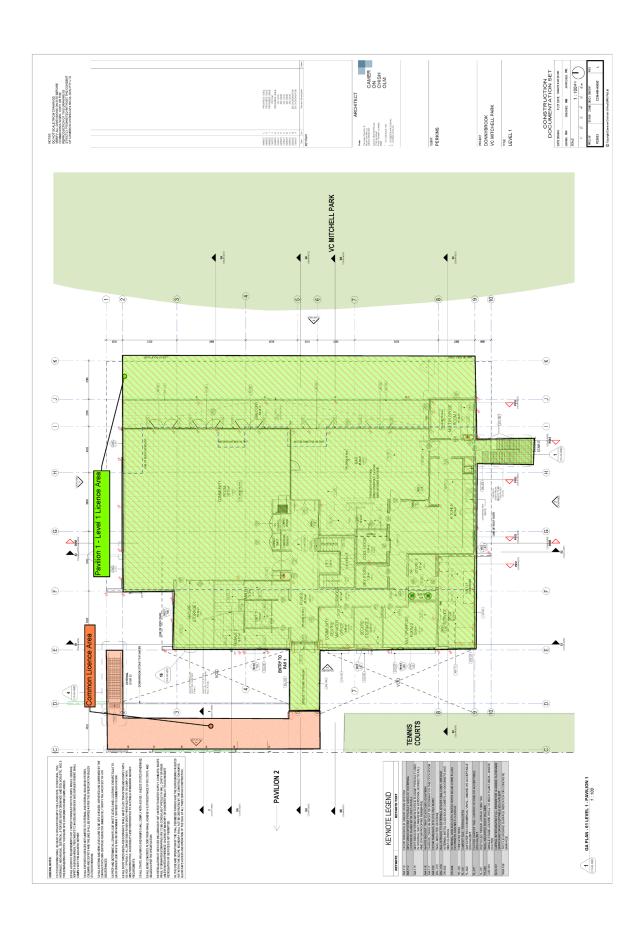
Signing page

EXECUTED by the parties as a Deed

Executed by the Shire of Donnybrook Balingup in accordance with section 9.49A of the <i>Local Government Act 1995</i> -	
Signature of Authorised Signatory	Full name of Authorised Signatory
olgriature of Additorised Signatory	Full Hairie of Authoriseu Signatory
Signature of Authorised Signatory	Full name of Authorised Signatory
Executed by the Donnybrook Football & Sporting Club Incorporated in accordance with the requirements of the constitution of the Licensee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Licensee indicated under his or her name-	
Office Holder Sign	Office Holder Sign
Name:	Name:
Address:	Address:
Office Held:	Office Held:

Annexure 1 – Plan of Licensed Premises







Annexure 2 – Minister for Lands' consent

Minister for Lands' consent letter for Reserve/Crown Land to be inserted. Consent must be obtained prior to the Commencement Date.

Annexure 3 – Management Agreement

Management Agreement to be inserted. Draft summary of proposal outlined below.



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General Servicing, Maintenance & Minor Repairs Licencee \$9,550.00 \$1,519.00 \$9.00		5	Air-conditioning Capital Repairs		\$0.00	\$0.00		As determined by Councile AMP - The risk of mechanical breakdown or nervoal in the first 10 years is very byx, Also requirement will have manufacture or averantly contract properties are in tiply unlably in the metrit Obergood Remayallite depends in collising out and planned ameliations. Any planned applies hosts to be a accordance with first section from each good to be a considered with first section and objects to determine the foundation.
Although Library Servicing, Maintenance & Repite Liberace \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.000	4		General Servining, Maintenance & Minor Repairs (Scheduled - Estimated)	Lizensee	00.036, 38	\$1,519.00		The amount is a ceimined up and control ment spinicaria and the board the Schaller standard ment and spin flash, line 21 & 2.3 applied north standard so natively and control ment and spinicaria and the file. Excludes spinical in part or maintenance, and represented in land vised planted plant and equipment. Spine reportability.
Come System Service & Repairs Licencee \$10.00 \$1	ю	>	Airconditioning Servicing, Maintenance & Repairs (Scheduled - Estimated)	Licensee	\$0.00	\$0.00		Set fem if notes service quotes an currently being sough from the impalation sub-confinator. As a minimum servicing will be required annually plus periodic servicing will be required annually plus periodic servicing will be required annually plus periodic servicing will be required annually servicing servicing will be serviced by a service of the service services and serviced annually servicing services. Also annually annually services and services annually serviced services annually serviced services and services annually serviced services annually serviced services and services annually serviced services and services and services and services annually services and servic
A kinetine we Additions - prior Principe Approaci Licencee \$0000 \$0000 \$0000	۰		Gas System Service & Perpaise	Lizensee	\$0.00	\$0.00		One from 14 marker.
Meer Fellung wild in applies, Licenzee \$1000 \$2000 \$		>	A Neral bros & Additions - prior Princip E Approval Mandatory	Lizensee	\$0.00	\$0.00	00 OS	(\$1.00) Shire Steff Time - Prior Approval by the Shire is mandatory. Existing steff to manage if applicable it., its resing /statutory applications.
Martillary Power Supply & Caret Licence \$1000			New Fixtures & Fillings, including wall hangings, memor abilis, sports equipment, franing equipment, sloage et selera - prox Approval by the Shire is mandatory.	Lizensee	\$0.00	\$000	00 DE	Stire Steff Time - Prior Approval by the Shire is manable by Estelling steff to manage it applicable i.e. kerming / statutory applications.
Sent Guarantee/Cach Bond Licencee \$1000	o	>	Auxiliary Power Supply & Coats	Lizensee	\$0.00	\$0.00		Emergency related on k. Litely to be Nii. Note - in the event of an emergency the Shire will take confroil of the building and pay to rany associated costs, this is a shandard obuse of each itemse agreement.
Duilding Insurance Excess - Shire related event Shire \$1000 \$		>	Bank Guarantee Kash Bond	Lizensee	\$0.00	\$0.00		Not required as per the Praperty Narragement Framework
2 Building transmisser Becoars: Liber not blood event (Cinhy Liberabooa \$0.000 \$0.000 \$0.000	_		Building Insurance Excess - Shire related event	Shiri	\$0.00	\$0.00	00.08	When there is an insurance event, that is not addired result of the Liberosecs addings, usage or fault.
Care bird Upgenders Shire \$0.00 \$0.00 \$0.00 Consumables Schleduled - Estimated) Libertoer \$0.00 \$0.00 \$0.00 Image: Construction of the mission of the	~	>	Building Insurance Excess - Userrelated event (Only applicable in the event of a claim)	Licensee	\$0.00	\$0.00		Licence to determine cost (State Staff Time - When there is an insurance event, that is a direct result of the Licence cactions, usage or but I. Obstate costs to administration of the staff of the cost of the cost of the cost of the costs
Control may black 50 sheduled - Estimated) Licentoee \$0.000 \$0.000 \$0.000	62	>	Capital Upgrades	Shine	\$0.00	\$0.00	00 OK	As determined by Councib AMP - Capital upgades are highly unitiely in the next 10 year period. Remenal will be dependant on volume of use, can and planned maintenance. Any planned capital years to be in accordance with the Asset Management Plan and budget as determined by Council.
Coats to Restore Premises on Termination Lizensee \$0.00 \$0.00 \$0.00	*		Consumables (Scheduled - Estimated)	Lizensee	\$0.00	\$0.00		Licensee to determine cost, Consumables to very broad but includes amenity and cleaning products. Parilling have been designed to avoid waste and minimize one gy use. Litely costs to include WC paper, hand wast scap, bin line to, cleaning products, and any Licensee defined consumables.
	8	>	Costs to Restore Premises on Termination	Licensee	\$0.00	\$0.00		Licensee bodelermine cost). Shine Shalf Tine - Low risk, applicable at end of license only. Existing shafts manage it applicable.

Page 1 of 4

Management Model Draft Outline inc. costs

\$0.00 \$0.00	*	PMF	tem/Responsibility	Responsible Party	Pavilion 1 (1270m2) est.	Pavilion 2 (217m2) est.	Shire (Lessor)	Notes on Items
Femalities Signor	26	D	Drainage and Sewerage Rates		\$0.00	00:04 pa	2.00	The new buildings will be connected to deep sewer via a lift pump and Shires stormwater drainage system.
Energetic y Lasge	27	D	Meter Rent	Licensee	\$0.00	\$0.00		recent accounts indicate costs (gasz brindings). Outmitty not applicable however that meter costs are charged by the utility providers, utility meter costs will be accounted to each Licensee prorata. Concernity on a policy accounted to a contract the costs are charged by the utility providers, utility meter costs will be accounted to each Licensee prorata.
Commentation Shire \$100 \$100 Companion Shire \$100 \$1	28	D	Electricity Usage	Licensee	\$0.00	\$0.00		Consequence to determine cost, Shire Staff Time - Both pavilions have been designed for efficient use of energy with timers and motion activation. Costs are unknown. Wheters and sub-meters have been installed for monitoring and consumption back charging, energy with timers and motion activations and some money of reimbusement.
Case Bottle Hire Octas	58	>	Emergency Services Levy	Shire	\$0:00	\$0.00		
Case Bortle Hire Costs	30	D	Gas Supply	Licensee	\$0.00	\$0.00	\$0.00	censees to establish accounts with Gas suppliers and negotiate ongoing usage costs. nitial conrection costs are included in building works budget.
Manual Continue Continue Statings, Equipment & Liberasee \$10.00	31	D	Gas Bottle Hire Costs	Licensee	\$0.00	\$0.00	\$0.00	tensees to establish accounts with Gas suppliers and negotiate ongoing hire costs. nitlal connection costs are included in building works budget.
Control Co	32	D	Insurance - Building	Shire	\$0.00	\$0.00	\$20,237.00	Only 50% of this sum is applicable for current FY.
March Resonance - Licensee's Public Liability Licensee \$0.00 \$0.00	33	D	Insurance – Licensee's Fixtures & Fittings, Equipment & Stock	Licensee	\$0.00	\$0.00	\$0.00	icensee to deferrine cost
Insurance - She'es' Fitures & Fitures & Studyner & Stock Shire \$0.00 \$0.00	34	D	Insurance - Licensee's Public Liability	Licensee	\$0.00	\$0.00	\$0.00	Joensee to determine cost
Insurance - Shie's Flutues & Flutues & Flutues & Shie	35	D	Insurance - Licensee's Workers Compensation	Licensee	\$0.00	\$0.00	\$0.00	Joensee to defermine cost
Insurance - Shire's Public Liability Shire \$0.00 \$0.00	36		Insurance - Shire's Fixtures & Fittings, Equipment & Stock	Shire	\$0.00	\$0.00	\$0.00	nduded at item 32
Insurance − Shire's Workers Correpnsation Shire \$0.00 \$0.00 Capal Costs − Lease Drafting Shire \$0.00 \$0.00 Capal Costs − Lease Drafting Shire \$0.00 \$0.00 Capal Costs − Lease Drafting Shire \$0.00 \$0.00 Capal Corsumption Changes Shire \$0.00 \$0.00 Capal Corsumption Changes Shire \$0.00 \$0.00 Capal Consumption Changes Shire \$0.00 \$0.00 Capal Consumption Changes Shire Shire \$0.00 \$0.00 Capal Consumption Changes Shire Shire \$0.00 \$0.00 Capal Consumption Changes Shire Shire Shire \$0.00 \$0.00 Capal Consumption Changes Shire	37		Insurance - Shire's Public Liability	Shire	\$0.00	\$0.00	\$0.00	ncluded at item 32
Construction Shire \$0.00 Shire \$0.00 \$0.00 Shire	38		Insurance – Shire's Workers Compensation	Shire	\$0.00	\$0.00	\$0.00	nduded at item 32
Construction District Shire \$0.00 \$0.00 Construction and Treatment Rates & Service Charges Uterscee \$5.00 \$0.00 Construction and Treatment Rates & Service Charges Uterscee \$5.00 \$1.75.00 \$1.75.00 Construction and Treatment Robertalinesetrs Uterscee \$5.00 \$1.75.00 \$1.75.00 Construction and Treatment Robertalinesetrs Charges and the respections Shire \$0.00 \$0.00 Construction and Treatment Robertalinesetrs Charges and the respections Shire \$0.00 \$0.00 Construction Resolve Robertalinesetry Robert	38	>	Legal Costs – Lease Draffing	Shire	\$0.00	\$0.00	\$0.00	\$0.00 Shire Staff Time - Initial cost only and existing staff cost. Cost risk is very low as standard license is proposed with this matrix spreadsheet as an annexure.
Core Consument Pales & Sentice Charges Shine	40	>	Legal Costs - Sub-Lease Drafting	Shire	\$0.00	\$0.00	\$0.00	Shire Staff Time - Initial cost only and existing staff cost.
Cylen Consumption Changes Litensee \$50.00 \$17.5.00 Cylen Experitory and Treatment (Potentialneedts- Litensee \$50.00 \$17.5.00 Cylen Terrate Inspections Shire \$0.00 \$0.00 Cylen Mean Service Provider Shire \$0.00 \$0.00 Cylen Service Provider Shire \$0.00 \$0.00 Cylen Service Provider Shire \$0.00 \$0.00 Cylen Service Dioposal Cheep Servich Shire \$0.00 \$0.00 Cylen Service Disposal Cheep Servich Shire \$0.00 \$0.00 Cylen Service Disposal Cheep Servich Shire \$0.00 \$0.00 Cylen Service Disposal Cheep Servich Shire \$0.00 \$0.00 Cylen Servich Shire Servich School Servich Servich Servich Servich Servich Servich Servich Servich Serv	14	>	Local Government Rates & Service Charges	Shire	\$0.00	\$0.00	\$0.00	See separate costs for waste charges.
Captropection and Treatment (Potentialnesets - Litensee \$550.00 \$175.00	42		Other Consumption Charges	Licensee	\$0.00	\$0.00	\$0.00	As per accounts established by the Licensee.
Marce State Stat	43	D	Pest Inspection and Treatment (Rodents/Insects - Estimate)	Licensee	\$350.00	\$175.00	\$0.00	\$0.00 Shire will procure and coordinate inspections and treatments for all applicable Shire assets and back charge the Licensees. Shire staff time required (Administration).
Phone/Internet - NBN Service Provider	44	>	Termite Inspections	Shire	\$0.00	\$0.00	\$0.00	Vat required for Pavillon 1 and 2, commercial construction, no throber structure.
Mixed Strate Stra	45		NBN Service Provider	Shire	\$0.00	\$0.00	\$0.00	biblie will procure and coaddnate NBN, Licensees to reinfourse the Shire prorata See Item 48a rifastructure coasts included in TOP.
PhoneInternet - NEN cost eint bursernent estimate Mired \$50.00 \$50.00 \$50.00	46	>	Phone/Internet - NBN	Mixed	\$1,440.00	\$720.00		Shire will procure and coordinate enterprise internet at a cost of \$386 (200/200ABPS) per month. This includes and with 10 Shird Managad COV Garmers, security, and future profind and Pavillon 2. \$80thnorth. Licenses to refreque the Shire at northal morthly rate it a fulling 1. \$120thnorth and Pavillon 2. \$80thnorth.
Redecorating	46a		Phone/Internet - NBN cost reimbursement estimate	Mixed	\$0.00	\$0.00	-\$2,160.00	icensees to reimburse the Shire at nominal monthly rate i.e. Pavillon 1-\$120/month and Pavillon 2-\$60/month.
Redecorating -requested by User	47	>	Redecorating	Shire	\$0.00	\$0.00	\$0.00	\$1.00 As determined by Councils AMP -Redecorating / upgrades are highly unlikely in the next 10 year period. Reneval will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.
Safety & Testing Chigathors - WH-C	48		Redecorating - requested by User	Licensee	\$0.00	\$0.00	\$0.00	thor Approval by the Shire is mandatory, whole if life costs to be considered.
Canaday Substanta Abuntanina Licensee \$0.00 \$0.00 \$0.00 Canada Substanta Abuntanina Shire \$0.00 \$0.00 \$0.00 \$0.00 Canada Portaria reinformement for Security Systems (Estimated) Ulcensee \$4.70.28 \$51.72 \$50.00 \$50.00 Canada Servation (Deposal Coep Sever) Shire \$0.00 \$0.00 \$0.00 \$1.000 Canada Socialed Waler Charges to Buildings Ulcensee \$2.400 \$0.00 \$0.00 \$0.00 Canada Socialed Waler Charges to Buildings Ulcensee \$2.400 \$0.00 \$0.00 \$0.00 Canada Socialed Waler Charges to Buildings Ulcensee \$2.400 \$0.00 \$0.00 \$0.00	49		Rubbish/ Recycling Blins, Waste Management	Licensee	\$1,668.00	\$417.00	\$0.00	avillon 2-120 line bits as per Obundi adopted Fees and Charges Schedule 2024-2026. Pavillon 1 - 1100 line hook bits as per commercial operators fees and charges (estimate).
Common Systems Monitoring Shire \$10.00 \$50.00	90		Safety & Testing Obligations - WHS	Licensee	\$0.00	\$0.00	\$0.00	see breakdown for RODs, Ernergency Lighting, Smoke Detectors and the like.
Provide reinfoursement for Security Systems (Estimated) Utensee \$478.28 \$61.72 \$45000	51	D	Security Systems Monitoring	Shire	\$0.00	\$0.00	\$560.00	Account established under Shire group account.
Compare Disposal (Deep Sever) Shire \$0.00 \$0.00 \$1,000 00 Commander Disposal Shire \$0.00 \$0.00 \$0.00 \$0.00 Commander Disposal Shire \$0.00 \$0.00 \$0.00 \$0.00 Commander Disposal Shire \$0.00 \$0.00 \$0.00 \$0.00 Commander Disposal Ulcensee \$2,400.00 \$0.00 \$0.00 \$0.00 Committy Committy Only Shire \$0.00 \$0.00 \$0.00 \$0.00	52		Prorata reimbursement for Security Systems (Estimated)	Licensee	\$478.28	\$81.72	-\$560.00	Amual monitoring fee is currently \$560, plus call out costs @ \$200 per event (staff or Night Guard). Icensees to ensure alarms are managed to avoid call out costs being onchanged.
Commenter Disposal Shire \$0.00 \$0.00 \$0.00 Commenter Disposal Shire \$0.00 \$0.00 \$0.00 Commenter Mater Charges to Buildings Licensee \$2.400.00 \$0.00 \$0.00 Commenter Mater Charges to Buildings Chine \$0.00 \$0.00 \$0.00	53	>	Sewage Disposal (Deep Sewer)	Shire	\$0.00	\$0.00	\$1,000.00	here is amulai service and maintenance costs for the lift pump. Salmate only - service quotes are currently being sought from the installation sub-contractor.
Calculation Shide \$0.00 \$0.00 Water & Associated Water Charges to Buildings Ucersee \$2,400.00 \$0.00 Calculation Shife \$0.00 \$0.00	55	>	Stormwater Disposal	Shire	\$0.00	\$0.00	\$0.00	Stammater managed using existing infrastructure.
Valet R. Associated Water Charges to Buildings Likensee	56	>	Structural Maintenance	Shire	\$0.00	\$0.00	\$0.00	As determined by Councils AMP - Requirements for structural markenance is highly unlikely in the next 10 year period. Maintenance will be dependent on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.
Seauthy OCTV Shire \$0.00	57	>	Water & Associated Water Charges to Buildings	Licensee	\$2,400.00	\$600.00	\$0.00	Meters and sub-meters have been installed for monitoring and consumption back changing. Internal building usage on U. 1899 (2012 was \$3,000 fron old) in order all building usage on U. 1899 (2012 was \$3,000 fron old) in order all building usage on U. 1899 (2012) was a fine of the old of the U. 1899 (2012) was a fine of the old of the U. 1899 (2012) was a fine of the old of the U. 1899 (2012) was a fine of the Old of the U. 1899 (2012) was a fine of the U. 189
	58	>	Security OCTV	Shire	\$0.00	\$0.00	\$0.00	Shire managed - integrated into Shire's existing network.

		Responsible harry			
			cost ba	cost pa	
=	LiquarLicense	Licensee	\$0.00	\$0.00	\$0.00 Licensee to determine
出	EFTPOG / Cash System	Licensee	\$0.00	\$0.00	\$0.00 Licensee to determine
60	Painting renewal (AMP)	Shire	\$0.00	\$0.00	\$0.00 As determined in Councils AMP - Requirements for painting renewal is highly unlikely in the next 10 year period. Renewal will be dependent on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.
12	Flooring renewal (AMP)	Shire	\$0.00	\$0.00	\$3.00 As determined in Councils AMP - Requirements for flooring renewal is highly unlikely in the next fluyway period. Maintenance will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.
8	Sliding Door Servicing & Repairs (Scheduled)	Shire	\$0.00	\$0.00	\$800.00 Only Function Room Operable Wall is Applicable.
E E	Elevator Service (Scheduled)	Shire	\$0.00	\$0.00	\$1,200.00 Estimate only - Service quotes are currently being sought from the installation sub-contractor.
E E	Elevator Capital Repairs	Shire	\$0.00	\$0.00	\$0.00 As determined by Councils AMP - Requirements for elevator capital repairs highly unlikely in the next 10 year period. Repairs will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.
Š	Roof Anchors Service & Certification (Annual)	Shire	\$0.00	\$0.00	\$700.00 Licensees must not have access to roof - include as notation in license agreement. Procurement and attendance to be coordinated for single annual visit in conjunction with Pecreation Centre.
8	Grease Trap Service & Clearances (Scheduled)	Licensee	\$600.00	\$600.00	\$0.00 Required as scheduled, clearance costs likely to be \$300 per visit per trap, assume 2 per annum per trap.
\an	Vandalism - External	Shire	\$0.00	\$0.00	\$1,000.00 Licensee to pay if vandalism responsibility can be proven (OSTV or attestation). Proposed "Reachive" budget \$1,000 for Pavilions (combined sum).
/an	Vandalism - Internal	Licensee	\$0.00	\$0.00	\$0.00 Unless under the control of the Shire or hirer or a result of break-in.
Sel	Solar System Service & Repairs (Annual)	Shire	\$0.00	\$0.00	\$0.00 Solar not included in current scope of works.
8	RCD Testing - Competent Person (6 monthly)	Licensee	\$0.00	\$0.00	\$0.00 A person competent can test the RODs and record test date. In the event of a fall, the Licensee is to notify the Shire.
l E	Smoke Detector Testing - Competent Person (6 monthly)	Licensee	\$0.00	\$0.00	\$0.00 A person competent can test the smake detectors and record test date. In the event of a fail, the Licensee is to notify the Shire.
2	RCD Testing - Electrical (Annual)	Shire	\$0.00	\$0.00	\$1,500.00 Procurement and attendance to be coordinated for single annual visit.
5	Smoke Detector Testing & Certification (Annual)	Shire	\$0.00	\$0.00	\$0.00 Included in item 73
Ē	Emergency & Exit Lighting Testing & Certification (Annual)	Shire	\$0.00	\$0.00	\$0.00 Included in item 73
E S	Early Warning Fire Indication System (Annual) (FIP, Detection)	Shire	\$0.00	\$0.00	\$0.00 included in tem 73
රී	Generator Service (Scheduled)	Shire	\$0.00	\$0.00	\$0.00 Generator is Shire asset and will only be used at this facility in the event of an emergency.
8	Generator Capital Works & Repairs	Shire	\$0.00	\$0.00	\$0.00 Generator is Shire asset and will only be used at this facility in the event of an emergency.
ě	Testing & Tagging - Licensee's equipment	Licensee	\$0.00	\$0.00	\$0.00 Testing and tagging is not mandatory - Licensee to pay if deemed necessary under their WHS Plan.
Tes	Testing & Tagging - Principle's equipment (being used by tenant)	Licensee	\$0.00	\$0.00	\$0.00 Testing and tagging is not mandatory - Licensee to pay if deemed necessary under their WHS Plan.
Ba	Backflow Prevention Device Service (Scheduled)	Shire	\$0.00	\$0.00	\$300.00 Infrastructure service cost.
ð	Outter Cleaning (Scheduled)	Shire	\$0.00	\$0.00	0.00 Low risk, gutters are unlikely to need cleaning - No access to roof by Licensee.
S	Catering Equipment Replacement	Shire	\$0.00	\$0.00	\$0.00 As determined by Councils AMP - Requirements for replacement of equipment is highly unlikely in the next 10 year period. Replacement will be dependant on yolume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council yolume.
ပိ	Catering Equipment Service & Maintenance	Licensee	\$0.00	\$0.00	\$0.00 Licensee to determine - Maintenance and servicing will dependant on usage and competency of Licensee.
Щő	Extraction Hood Service & Maintenance (Scheduled deaning & filters)	Licensee	\$900.00	\$300.00	\$0.00 Gost estimate only (may be carried out by Licensee). Licensee to establish service provider and pay on account. Cleaning is mandatory under Health Act.
证	First Aid Equipment & Kits	Licensee	\$0.00	\$0.00	\$0.00 Licensee to determine
å	Defibrillator Service & Maintenance	Shire	\$0.00	\$0.00	\$150.00 Community asset - mounted externally.
证	Fire Extinguishers	Licensee	\$300.00	\$100.00	\$0.00 Procurement and attendance to be managed by the Shire staff and back charged to the Licensee, this will ensure compilance.
Ö	Oleaning - Day-to-Day / Incidental / Post Hire - All Areas	Licensee	\$0.00	\$0.00	\$0.00 Unknown - Licensee to determine - Shire will pay for own use
Ö	Oleaning - Annual deep clean (estimate)	Licensee	\$2,540.00	\$434.00	\$0.00 Procurement and attendance to be managed by the Shire staff and back charged to the Licensee, this will ensure compliance.
ŭ	Floor Cleaning	Licensee	\$0.00	\$0.00	\$0.00 Unknown - Licensee to determine use and associated costs
S	Sanitary Bins	Licensee	\$450.00	\$150.00	\$0.00 Cost estimate only - Licensee to establish account with service provider. Shire Administration cost is \$450 per amum and Rec Centre is \$500 per amum.
ŝ	Sharps Containers	Licensee	\$0.00	\$0.00	\$0.00 Unknown - Licensee to determine
Se	Servicing and Maintenance of Audio Visual Fourinment	language			

