



**Mansfield Shire**

## **License**

**Council:**  
**Mansfield Shire Council (“Council”)**

**Licensee:**  
**Mansfield Athletics (“the Licensee”)**

**Licensed Area:**  
**Lords Oval**

**Our Ref: AG1420**

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**THIS LICENSE** is made on the 1 October 2023

**BETWEEN:**

**Mansfield Shire Council described in Item 1 of the Schedule**

**(Council**

**Mansfield Athletics**

**(Licensee)**

**RECITALS:**

- A. The Council is the Managing Body of the Licensed Area.
- B. The Licensee has requested the Council to permit the Licensee to have the use and occupation of the Licensed Area for the Permitted Use for the Term.
- C. The Council has agreed to provide the Licensee with access to the Licensed Area for its use and occupation on the terms and conditions of this License.

**THE PARTIES AGREE:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this License:

**Additional Provisions** means the clauses (if any) specified in Item 14.

**Annexure** means an annexure to this License.

**Commencement Date** means the commencement date listed in Item 5 of the Schedule.

**Council's Installations** means all those fittings, fixtures and chattels contained in the Licensed Area at the Commencement Date.

**Expiry Date** means the date listed in Item 6 of the Schedule.

**Further Term** means the Further Term listed in Item 11 of the Schedule.

**GST** means GST within the meaning of the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended).

**License Fee** means the license fee specified in Item 8 of the Schedule.

**Licensed Area** means the licensed area described in Item 3 of the Schedule.

**Licensee's Property** means the Licensee's fixtures, fittings, plant and equipment, goods, and personal property which the Licensee brings onto the Licensed Area during the Term or any Further Term.

**Maintenance Schedule** means the maintenance schedule attached to this

License as Annexure B which contains the details of the Licensee's maintenance obligations under the License.

**Permitted Use** means the use stated in Item 10 of the Schedule.

**Term** means the term specified in Item 7 of the Schedule.

**2. GRANT OF LICENSE**

In consideration of the payment of the License Fee, the Council will permit the Licensee to use and occupy the Licensed Area and any improvements on the Licensed Area from the Commencement Date in common with the Council and persons authorized by the Council for the Term and if applicable any Further Term.

**3. LICENSE FEE**

The Licensee must pay the License Fee to the Council in the manner specified in Item 8 of the Schedule.

The License Fee shall be increased at the intervals and in the manner specified in Item 8 of the Schedule.

The Licensee must pay to the Council the increased License Fee at the intervals and in the manner specified in item 8 of the Schedule.

**4. PAYMENT OF RATES, TAXES AND SERVICES**

Not Applicable

**5. LICENSEE'S ACKNOWLEDGEMENTS**

The Licensee acknowledges and agrees with the Council that:

- (a) it inspected the Licensed Area prior to the Commencement Date.
- (b) the Licensee is not entitled to exclusive occupation of all the Licensed Area.
- (c) the Council may use, or permit other persons authorized by the Council to use or access the designated parts of the Licensed Area.
- (d) this License does not create any estate or interest in the Licensed Area, other than a contractual right.
- (e) this License does not constitute a lease at law and the Licensee will not claim before a court or tribunal that this License constitutes a lease at law; and
- (f) in the event that a court or tribunal determines that this License is a lease at law, the Council may, at its option, terminate this License by written notice to the Licensee with immediate effect.

On and from the Commencement Date, the Licensee accepts the condition of the Licensed Area, Council's Installations, and any improvements on the Licensed Area, and shall not be entitled to make any claim for loss or damage by reason of the condition of the Licensed Area, Council's Installations, or any improvements on the Licensed Area.

## **6. USE OF LICENSED AREA**

The Licensee must only use the Licensed Area for the Permitted Use. The Licensee must not use the Licensed Area for any other purpose.

The Council does not warrant that the Licensed Area is suitable for the Permitted Use and the Licensee acknowledges it has made its own enquiries and satisfied itself that it can use the Licensed Area for the Permitted Use.

The Licensee must comply with all laws and any requirements of any authority in connection with the Licensed Area and the Licensee's use and occupation of the Licensed Area.

The Licensee must not do anything in connection with the Licensed Area which may cause a nuisance or interfere with any other person.

The Licensee is responsible for and must always maintain all licenses and permits required for the Licensee's Permitted Use of the Licensed Area and obtain the Council's consent before varying any license or permit or applying for any new license or permit in respect of the Licensed Area.

## **7. RELEASE AND INDEMNITY**

### **7.1 Acceptance of risk**

The Licensee uses and occupies the Licensed Area entirely at the Licensee's own risk.

### **7.2 Release of Council**

The Licensee releases the Council from all costs, claims, liability, loss, or damage incurred or suffered by the Licensee directly or indirectly in connection with the Licensed Area and the Licensee's use and occupation of the Licensed Area.

### **7.3 Indemnity**

The Licensee agrees to indemnify and to keep indemnified the Council, its employees, and agents, and each of them, from and against all actions, costs, liability, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Licensee's use of the Hired Area or impacted areas.

Licensee indemnity shall be reduced proportionally to the extent that any act or omission of the Council, its employees, or agents, contributed to the loss or liability.

## **8. INSURANCE**

The Licensee must:

- (a) take out and keep current public liability insurance cover in relation to the Licensed Area in the name of the Licensee and noting the Council's interest for \$20 million (concerning 1 single event) or such

other sum as reasonably required by the Council which is specified in Item 13 of the Schedule

- (b) produce satisfactory evidence to the Council on or before the Commencement Date that the insurance referred to in clause 8(a) has been affected
- (c) ensure that the insurance policies effected by the Licensee contain a condition that the insurer will notify the Council at least 14 days before the policies will lapse.
- (d) pay all insurance premiums at least 14 days before the due date for payment and produce to the Council copies of the certificate of currency on or before each anniversary of the Commencement Date: and
- (e) 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 premiums increase, the Licensee must pay that increase.

The Council will take out and keep current:

- (f) Building insurance cover for all improvements on the Licensed Area; and insurance for the Council's Installations for their full replacement value.

Property Insurance

- (g) The Licensee may choose to maintain Property Insurance, during the License Term, for contents, equipment, materials, purchased or supplied by the Licensee.
- (h) In the event of insured damage requiring repairs or replacement, Council's Property Insurance Policy covers cleaning of the building structure, walls, fixed cupboards, bench tops and floor coverings. Council's policy does not extend to indemnify the Licensee.

Contents, equipment, materials purchased or supplied by the Licensee and not forming a fixture or fitting of the Licensed Area, remain the property of the Licensee and are not insured by the Council. This includes equipment such as refrigerators, computers, and furniture, etc.

Council will not ensure personal belongings, money and private property brought onto the premises.

## **9. SIGNAGE**

- (a) The Licensee must obtain the Council's prior written consent which consent may be withheld by the Council in its absolute discretion 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.
- (b) The Licensee must not display, and the Council reserves the right to remove any signs, advertisements or notices placed on or attached to any part of the Licensed Area which are deemed offensive or contrary to Council policies applying during the Term.

## **10. HEAVY EQUIPMENT AND INFLAMMABLE SUBSTANCES**

The Licensee must obtain the Council's prior written consent before bringing onto the Licensed Area any heavy plant or equipment or inflammable substances, except to the extent to which it is consistent with the Licensee's use and occupation of the Licensed Area for the Permitted Use.

## 11. TIMES AND HOURS OF LICENSEE USE

### Lords Recreational Reserve

- (a) Summer season training and competition  
The Summer season training and competition period is defined as during a scheduled athletics training and competition in which the Licensee trains and competes, typically being from October to March.

During this period the Licensee:

- has priority use for up to two weekday afternoon/evening bookings per week, typically being Monday and Friday,
- must book the Oval using a Council booking form or online booking system, and when not used by the Licensee, Council may make bookings of the oval with other community groups.

Licensee priority use is defined as, Council will inform a Licensee representative by email of a community booking at least 24 hours before Council confirms the community booking. This gives the Licensee the opportunity to object to a community booking if it clashes with permitted priority Licensee use.

The cost of this access is included in the Licensee's annual usage fee.

Any Licensee use of the oval in addition to that allowed for the summer season training and competition period will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges Schedule.

- b) Winter season  
Winter season is defined as the remaining period outside of the summer season training & competition summer training periods.

During this period the Licensee:

- has no priority use,
- must book the Oval using a Council booking form or online booking system
- Council may make bookings of the oval if there is no prior Licensee booking, and will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges Schedule

## 12. RELATIONSHIP WITH OTHER USERS OF THE PREMISES

Council may make the premises available for use by other parties at times other than those specified by the Licensee in the seasonal/annual facility booking.

The Licensee must leave the premises in a clean and tidy condition after each use.

## 13. FEES

- (a) The Licensee must pay the License Fee to the Council in the manner specified in Item 8 of the Schedule
- (b) The License Fee shall be increased at the intervals and in the manner specified in Item 8 of the Schedule
- (c) The Licensee must pay to Council the Increased Fee at the intervals and in the manner specified in Item 8 of the Schedule.

## **14. REPAIRS, MAINTENANCE AND DAMAGE**

### **14.1 Repairs and Maintenance**

The Licensee must at the Licensee's cost keep and maintain in good condition and repair (fair wear and tear excepted):

- (a) the Licensed Area including the interior and exterior of all improvements on the Licensed Area
- (b) the Council's Installations.
- (c) sewerage pipes and other sanitary arrangements on the Licensed Area; and

### **14.2 Removal of Rubbish and Waste**

Not Applicable

### **14.3 Breach**

If the Licensee breaches clause 12.1, the Council may serve a notice giving the Licensee 14 days to remedy the breach, failing which the Council may enter the Licensed Area to carry out such repairs, maintenance and works at any reasonable time after giving the Licensee reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Licensee to the Council on demand.

### **14.4 Works**

The Licensee must obtain the prior written consent of the Council before carrying out any works or alterations on or to the Licensed Area. The Licensee must ensure that any works or alterations on or to the Licensed Area are carried out:

- (a) strictly in accordance with plans and specifications approved by the Council.
- (b) in a proper and workmanlike manner.
- (c) to the Council's reasonable satisfaction and in accordance with the Council's reasonable requirements; and
- (d) in accordance with all rules and requirements of any authorities having jurisdiction over the Licensed Area.

### **14.5 Damage**

The Licensee must give the Council prompt written notice of any material damage to the Licensed Area or anything likely to be a risk to the Licensed Area or any person in the Licensed Area.

## **15. DEFAULT AND TERMINATION**

If the Licensee breaches any obligation under this License and fails to remedy such breach within 14 days of written notice by the Council, then:

- (a) this License automatically terminates; and
- (b) the Licensee must immediately remove the Licensee's Property from the Licensed Area and if the Licensee fails to do so, the Council may treat the Licensee's Property as abandoned and deal with the Licensee's Property as the Council sees fit, at the Licensee's cost.

The Licensee shall remain liable for any loss or damage suffered or incurred by the Council after the termination of this License in respect of any breach of the Licensee's obligations under this License, including the loss of benefit of



the Licensee performing its obligations under this License up to the expiration of the Term.

**16. GST**

**16.1 Amounts Otherwise Payable Do Not Include GST**

Except where express provision is made to the contrary and subject to this clause 17 the *consideration* payable by any party under this License represents the *value* of any *taxable supply* for which payment is to be made.

**16.2 Liability to Pay Any GST**

Subject to clause 17.4, if a party makes a *taxable supply* in connection with this License for a *consideration* which, under clause 17.1 or clause 17.3 represents its *value*, then the party liable to pay for the *taxable supply* must also pay at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

**16.3 Reimbursements**

If this License requires a party to pay, reimburse or contribute to an amount paid or payable by the other party in respect of an *acquisition* from a third party for which the second party is entitled to claim an *input tax credit* the amount required to be paid, reimbursed or contributed by the first party will be the *value* of the *acquisition* by the second party plus, if the second party's recovery from the first party is a *taxable supply*, any GST payable under clause 17.2.

**16.4 Tax Invoice**

A party's right to payment under clause 17.2 is subject to a valid tax *invoice* being delivered to the party liable to pay for the *taxable supply*.

**16.5 Interest Payable**

The Licensee must pay to the Council on demand interest at the rate per annum equal to the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) on any money payable by the Licensee under this License and remaining unpaid for 7 days. Interest will be computed from the date on which such payment became due until the date that payment is made by the Licensee.

**17. NO DEDUCTION OR SET-OFF**

The Licensee must pay all amounts due under this License to the Council without deduction or right of set-off.

**18. LICENSE PERSONAL**

The parties acknowledge and agree that this License is personal to the Licensee and is not capable of assignment or transfer in any way and the Licensee must not deal with its interest in the Licensed Area including the assignment of or sub-licensing of any part of the Licensed Area to another party.

**19. LICENSEE'S OBLIGATIONS AT END OF LICENSE**

At the end of this License, the Licensee must:

- (a) vacate the Licensed Area and give it back to the Council in a condition consistent with the Licensee having complied with its obligations under this License.
- (b) immediately remove from the Licensed Area the Licensee's Property and make good any damage caused by such removal; and
- (c) return to the Council all keys and other security devices required for access to the Licensed Area.

The Licensee acknowledges and agrees that anything remaining in the Licensed Area at the end of this License, including the Licensee's Property will become the property of the Council and the Council may treat the Licensee's Property as abandoned and deal with the Licensee's Property as the Council sees fit, at the Licensee's cost.

**20. COUNCIL'S CONSENT**

The Licensee must pay to the Council within 7 days of demand:

- (a) the Council's reasonable costs in giving any consent or approval under this License; and
- (b) the Council's costs (including charges on a solicitor-own client basis) incurred because of a breach of this License by the Licensee.

**21. DAMAGE OR DESTRUCTION OF LICENSED AREA**

**21.1 Reduction in License 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 insurer of the Licensee or the Council 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 License Fee by a reasonable amount depending on the nature and extent of the destruction or damage until the Licensee can use or have access to the Licensed Area.

#### 21.2 **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:

- (a) terminating this License, where the Council considers that the damage or destruction is such that repairing it is impractical or undesirable; or
- (b) 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.

#### 21.3 **Licensee's Right to Terminate**

The Licensee may give written notice to the Council terminating this License where:

- (a) the Council does not give notice to the Licensee pursuant to clause 22.2; or
- (b) the Council does not commence reinstatement within 6 months of the date of damage or destruction.

The Licensee acknowledges that the Council does not have any obligation to reinstate the Licensed Area and will not be liable to pay the Licensee any compensation if it does not reinstate the Licensed Area.

#### 21.4 **Dispute Resolution**

The Council and Licensee agree that if a dispute arises under this clause 22, the aggrieved party must give a written notice to the other party that there is a dispute ("**Dispute Notice**").

Upon receipt of the Dispute Notice by the other party, both parties must within 30 days of the date of the Dispute Notice meet and attempt to resolve the dispute ("**Resolution Period**").

If the parties are unable to resolve the dispute within the Resolution Period, the parties agree that the dispute must be referred to the chairperson of the Council's relevant committee ("**Chairperson**") who shall convene a meeting between the parties within 30 days of the referral. The Chairperson shall determine the dispute and notify the parties of the Chairperson's decision within 5 business days of the date of the meeting. The parties agree that the Chairperson's decision will be final and binding on the parties.

## **22. FURTHER TERM**

### **22.1 Option for a Further Term**

The Council may agree, at its sole discretion, to grant to the Licensee a new license for the Further Term described in Item 11 of the Schedule if the Licensed Area is not required by the Council for any other purpose and if the Licensee:

- (a) gives to the Council written notice asking for a new license, not earlier than 6 months or later than 3 months, before the end of the Term (the last date for exercising the option for the Further Term is specified in Item 12 of the Schedule.
- (b) is not in breach of any of the terms or conditions of this License at the date of giving written notice or at the end of the Term.
- (c) has not persistently defaulted under this License throughout the Term.
- (d) complies with all reasonable requirements of the Council including where the Licensee is a corporation, incorporated association, or other legal entity, procuring such directors, shareholders or members of the Licensee as may be reasonably required by the Council to execute a guarantee and indemnity in a form approved by the Council and providing whatever other form and amount of security the Council may reasonably require; and
- (e) pays the Council's reasonable costs for the preparation, negotiation, and finalization of the new license.

The new license for the Further Term if granted, will commence on the day after this License ends and contain the same terms and conditions as this License but with no option for a further term where the last option for the Further Term has been exercised. The License Fee and the method to adjust the License Fee during the Further Term is specified in Item 8 of the Schedule.

### **22.2 Overholding**

If the Licensee continues in occupation of the Licensed Area after the end of the Term, without objection by the Council:

- (a) the Licensee occupies the Licensed Area subject to the same terms and conditions as contained in this License.
- (b) the Council or the Licensee may end this License during any period of overholding by giving 30 days written notice to the other party expiring at any time: and
- (c) the Council may increase the monthly license fee by giving the Licensee one month's written notice.

## **23. ADDITIONAL PROVISIONS**

This License is subject to the Additional Provisions contained in Item 15 of the Schedule.

To the extent of any inconsistency between this License and the Additional Provisions, the Additional Provisions will prevail.

## **24. OTHER MATTERS**

### **24.1 Governing Law, Jurisdiction and Service**

This License is governed by the law applicable in Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

### **24.2 Notices**

Notifications, consents, approvals, requests or demands in connection with this License may be sent to the email addresses nominated and to [property@council.com.au](mailto:property@council.com.au) and thus sent are taken to be received.

In addition, notices of dispute in connection with this License must be left at or posted by prepaid post to the address of the addressee as stated in this License, or to such other address notified in writing by that party to the other party and is taken to be received:

- (a) if hand delivered, upon delivery.
- (b) if posted in Australia, on the fifth business day after posting; and
- (c) if posted outside Australia, on the seventh business day after posting.

### **24.3 Entire Understanding**

This License and the documents referred to in or contemplated by it embody the entire agreement and understanding between the parties concerning its subject matter and succeeds and cancels all other agreements and understandings concerning the subject matter of this License and any warranty, representation, guarantee or other term and condition of any nature not contained in this License is of no force or effect.

### **24.4 Severance**

If any provision of this License is deemed to be unlawful or unenforceable, such provision will be severed and all other provisions will remain in force.

### **24.5 No Waiver or Variation**

A provision of, or a right created under, this License may not be waived or varied except in writing signed by the parties.

### **24.6 Table of Contents**

The Table of Contents and any headings are for ease of reference only and do not affect the interpretation of this License.

### **24.7 Recitals**

The parties acknowledge that the Recitals are true and correct and shall form part of this License.

### **24.8 Non-Merger of Provisions**

A provision of this License which can and is intended to operate after its conclusion will remain in full force and effect.

**24.9 Costs**

Each party must pay its own costs of and incidental to the negotiation, preparation, and execution of this License.

**25. INTERPRETATION**

In this License:

- (a) a reference to a person includes a reference to a corporation, firm, partnership, association, or other entity, and vice versa.
- (b) a reference to any gender includes a reference to all other genders.
- (c) any word or expression defined anywhere in this License shall if expressed in the singular include the plural and vice versa and a cognate expression shall have a corresponding meaning.
- (d) the obligations imposed and the benefits conferred under this License on each of the parties will be binding and inure for the benefit of the respective parties and each of their respective executors, administrators, successors in title, legal personal representatives and permitted assigns and a reference to any party to this License includes the party's executors, administrators, successors in title, legal personal representatives and permitted assigns; and
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally and an agreement, representation or warranty made in favor of two or more persons is made for the benefit of them jointly and for each of them severally.

**EXECUTED** as an agreement.

**SIGNED SEALED AND DELIVERED** by )  
 )  
on behalf of **MANSFIELD SHIRE** ) .....  
**COUNCIL**, pursuant to an instrument of )  
Delegation authorized by Resolution of the )  
Mansfield Shire Council in the presence of )  
\_\_\_\_\_ )  
(Print) Full Name of Signatory

Signature  
**Kirsten Alexander**

.....  
Signature of Witness\*

(Print) Full Name of Witness\*  
33 Highett Street, Mansfield

\*Signature and identity have been verified by  
Legal Officer for Mansfield Shire Council

**EXECUTED by MANSFIELD ATHLETICS)**  
in accordance with )  
S22 of the Associations Incorporation Act 2009: )

-----  
President

.....  
{Print) Full Name

**SCHEDULE**

<b>Item 1</b>	<b>Council</b>	Mansfield Shire Council of 33 Highett Street, Mansfield, Victoria 3722.
<b>Item 2</b>	<b>Licensee</b>	Mansfield Athletics
<b>Item 3</b>	<b>Licensed Area</b>	The areas shaded in red on the plans attached to this License in Annexure A being part of the property described as Lords Oval, Mansfield VIC 3720
<b>Item 4:</b>	<b>Council's Installations</b>	Any works of a capital nature including to any fittings, fixtures and chattels contained in the Licensed area. Must have written consent by an authorized Council Officer prior to commencement.
<b>Item 5:</b>	<b>Commencement Date</b>	1 October 2023
<b>Item 6</b>	<b>Expiry Date</b>	30 September 2028
<b>Item 7:</b>	<b>Term</b>	Five Year License Agreement
<b>Item 8:</b>	<b>License Fee</b>	<p>A License Fee will be payable annually on 1 October of the Financial Year.</p> <p>The License Fee will be \$887.00 (Exc. GST) per annum</p> <p>The License Fee will be increased each year by the Australian Bureau of Statistics' All groups CPI, index for Melbourne. This index currently resides at: <a href="https://www.abs.gov.au/statistics/economy/price-indexes-and-inflation/consumer-price-index-australia">https://www.abs.gov.au/statistics/economy/price-indexes-and-inflation/consumer-price-index-australia</a></p> <p>The market value assessment will occur on a five-year cycle.</p> <p>All other usage fees will be based upon the <i>Mansfield Shire Council's Fees &amp; Charges Schedule</i>.</p>
<b>Item 9:</b>	<b>Allocation of Hours of Use</b>	Monday 3:45pm to 4:45pm and Friday 4pm to 6:30pm – Weekly
<b>Item 10:</b>	<b>Permitted Use</b>	Utilize the facilities for activities directly related to athletics
<b>Item 11:</b>	<b>Further Term</b>	2 x 1 Term
<b>Item 12:</b>	<b>Last Date for exercising option for Further Term</b>	Not less than 3 months before the end of the Term.



<p><b>Item 13:</b></p>	<p><b>License Fee payable during Further Term</b></p>	<p>Fee is to be reviewed as part of the annual external valuation assessment.</p>
<p><b>Item 14:</b></p>	<p><b>Amount of Public Risk Insurance Cover</b></p>	<p>Minimum public risk Insurance to be held by the license holder is \$20,000,000.</p>
<p><b>Item 15</b></p>	<p><b>Additional Provisions</b></p>	<p>No stakes or pegs are to be driven into the grass areas and no vehicles may traverse the grassed areas without written approval from Council.</p> <p>The Licensee is responsible for non-permanent ground markings in the oval. Line marking is to be completed in accordance with Council requirements and the standard sporting ground dimensions. No other line marking will be permitted unless arrangements are made with Council. No herbicide or line is to be used in Line Marking.</p> <p>The Licensee agrees to be responsible for any maintenance costs incurred because of participants or activities undertaken during the hire period and all associated repairs to Storage Locker.</p> <p>The Licensee shall not permit any offensive or illegal act, trade, or business at any time during the term hereof to be exercised in the facility and will not permit any act, matter, or thing whatsoever at any time during the term hereof to be done in or upon the premises what shall or may cause annoyance, grievance, damage or disturbance to the Council or occupiers or owners of adjoining or neighboring lands or buildings.</p> <p>The Licensee is responsible for all damage and rubbish generated on site and nearby because of this activity. The venue must be clean and tidy after use. Waste and recycle requirements are to be negotiated with the Council Waste Management Officer on 03 5775 8580. Should the reserve be left in an inappropriate condition, the Licensee will incur all additional cleaning and rubbish removal charges.</p> <p>The Licensee is responsible for providing suitable number of competent attendants and supervisors to ensure efficient supervision and safety of people within the facility during the License period. This responsibility extends to all participants, spectators, invitees, guests, officials, and visitors associated with the hire.</p> <p>Lost/ Damages / Stolen keys incur a replacement cost charged as per Mansfield Shire Council's current <i>Fees &amp; Charges Schedule</i>.</p>

	<p>Alcohol and tobacco (including e-cigarettes) will not be consumed in the Licensed areas. Intoxicated persons will not be granted admission. It is the responsibility of the license holder to ensure all legal requirements of the public liquor and tobacco laws are upheld.</p> <p>During the occupancy of the Licensed Area, the Licensee is responsible for the security of the venue and any space or storage areas being used. All persons who enter the Licensed Area during the booking time are the responsibility of the License holder.</p> <p>The Licensee is responsible, during the period for the supervision and control of ALL persons who enter the facility.</p> <p>Persons under the age of 18 cannot be left within the facility without supervision of a responsible adult. This responsibility extends to all persons including participants, spectators, invitees, guests, officials, and visitors associated with the hire, change rooms, toilets, canteen, office, and storerooms.</p> <p>It is the responsibility of the Licensee to provide and store their own first aid equipment.</p> <p>The Mansfield Shire Council or the Licensed Area will not be responsible for any expenses incurred by the Licensee.</p> <p>Licensees are required to provide their own sporting, event equipment. Equipment not belonging to the Licensee is not to be removed from the building without prior authorization.</p> <p>The Licensee agrees to be responsible for any maintenance costs incurred because of participants or activities undertaken during the hire period.</p> <p>The Licensee is responsible for ensuring all doors and windows are securely locked and lights turned off before leaving the premises. The Licensee agrees to incur all costs associated because of failing to complete the above.</p> <p>Terms of payment is fourteen days. Payments are to be made via EFT.</p>
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## ANNEXURE A - PLAN OF LICENSED AREA



### Notes:

- **Misuse:** Use incorrectly, mistreat or abuse.
- **Working at Height:** Club are not permitted to undertake any works above 2.1 meters without meeting the appropriate OH&S requirements.
- **Approval:** No work may begin until written approval has been received from Council.
- **Qualified trades:** Any approved works undertaken must be carried out by a suitably qualified contractor approved by Council.
- **Maintenance of installations:** If Clubs allow any installations to deteriorate to a condition that is a danger to the community or is inappropriate for a built structure in a Council reserve, it will be removed by Council and the Club will be charged accordingly.