



Mansfield Shire

Council:
Mansfield Shire Council (“Council”)

Licensee:
Mansfield & District Basketball Association (“the Licensee”)

Licensed Area:
Alex Pullin Stadium and Mansfield Sporting Complex

Our Ref: AG1255

Mansfield Shire Council
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Mansfield Shire Council Licence Agreement

THIS LICENCE is made on the 1 July 2025

Between

Mansfield Shire Council described in Item 1 of the Schedule

(Council)

Mansfield & District Basketball Association

(Licensee)

Recitals:

- a. The Council is the Managing Body of the Licenced Area.
- b. The Licensee has requested the Council to permit the Licensee to have the use and occupation of the Licenced Area for the Permitted Use for the Term.
- c. The Council has agreed to provide the Licensee with access to the Licenced Area for its use and occupation on the terms and conditions of this Licence.

The parties agree:

1. Definitions and Interpretation

1.1 Definitions

Term	Definition
Additional Provisions	Means the date listed in Item 15 of the schedule.
Annexure	Means an annexure to this Licence.
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 Licenced 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 <i>A New Tax System (Goods and Services Tax) Act 1999</i> (as amended).
Licence Fee	Means the licence fee specified in Item 8 of the Schedule.
Licenced Area	Means the licenced 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 Licenced Area during the Term of any Further Term.
Maintenance Schedule	Means the maintenance schedule attached to this Licence as Annexure B which contains the details of the Licensee's maintenance obligations under the Licence.
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 Licence

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

3. Licence Fee

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

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

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

6. Use of Licenced Area

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

The Council does not warrant that the Licenced 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 Licenced Area for the Permitted Use.

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

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

The Licensee is responsible for and must maintain at all times all licences and permits required for the Licensee's Permitted Use of the Licenced Area and obtain the Council's consent before varying any licence or permit or applying for any new licence or permit in respect of the Licenced Area.

The Licensee must keep the Licenced Area secure at all times when the Licenced Area is not being used by the Licensee.

7. Release and Indemnity

7.1. Acceptance of risk

The Licensee uses and occupies the Licenced 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 Licenced Area and the Licensee's use and occupation of the Licenced 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 Licenced Area in the name of the Licensee and noting the Council's interest for the amount of \$20 million (concerning 1 single event) or such other sum as reasonably required by the Council which is specified in Item 14 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. In the event that the insurance premiums increase, the Licensee must pay that increase.

The Council will take out and keep current:

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

8.1. Property Insurance

- (a) The Licensee may choose to maintain Property Insurance, during the License Term, for contents, equipment, materials, purchased or supplied by the Licensee.
- (b) 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 insure 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 maybe withheld by the Council in its

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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 Licenced 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

The community bookable hours for Alex Pullin Stadium and Sporting Complex are:

Monday to Friday 7:00am to 8:00am

3:45pm to 10:00pm

Saturday, Sunday, Public Holidays and School Holidays 7:00am to 10:00pm

- (a) Alex Pullin Stadium, referred to as the "Alex Pullin Stadium" (Annexure A)
(b) Mansfield Sporting Complex, referred to as "Mansfield Sporting Complex" (Annexure A)

11.1. Alex Pullin Stadium

- (a) Summer/Autumn season training and competition

The Summer/Autumn season training and competition period is defined as during ascheduled basketball competition in which the Licensee competes, typically being from August to December.

During this period the Licensee:

- ▶ has priority use for up four weekday afternoon/evening bookings per week, typically being Monday to Thursdays,
- ▶ has priority use for weekend competition games, typically being on Saturdays and Sundays from 8am till 6pm,
- ▶ must book using a Council booking form or onlinebooking system, and
- ▶ when not used by the Licensee, Council may make bookings 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 Alex Pullin Stadium in addition to that allowed for in the Summer/Autumn season and Winter/Spring training and competition period will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges Schedule.

Any Licensee use of the Alex Pullin Stadium for Community Meeting Room and Community Kitchen will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges

- (b) Winter/Spring season training and competition

The Winter/Spring season training and competition period is defined as during ascheduled basketball competition in which the Licensee competes, typically being from February to May.

During this period the Licensee:

- ▶ has priority use for up four weekday afternoon/evening bookings per week, typically being Monday to Thursdays,
- ▶ has priority use for weekend competition games, typically being on Saturdays and Sundays from 8am till 6pm,

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- ▶ must book using a Council booking form or onlinebooking system, and
- ▶ when not used by the Licensee, Council may make bookings 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 Alex Pullin Stadium in addition to that allowed for in the Summer/Autumn season and Winter/Spring training and competition period will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges Schedule.

Any Licensee use of the Alex Pullin Stadium for Community Meeting Room and Community Kitchen will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges

(c) Training and competition will continue in January, June and July where the Licensee competes.

During this period the Licensee:

- ▶ has priority use for up four weekday afternoon/evening bookings per week, typically being Monday to Thursdays,
- ▶ has priority use for weekend competition games, typically being on Saturdays and Sundays from 8am till 6pm,
- ▶ must book using a Council booking form or onlinebooking system, and
- ▶ when not used by the Licensee, Council may make bookings 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 Alex Pullin Stadium for Community Meeting Room and Community Kitchen will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges.

11.2. Mansfield Sporting Complex

(a) Summer/Autumn season training and competition

The Summer/Autumn season training and competition period is defined as during ascheduled basketball competition in which the Licensee competes, typically being from August to December.

During this period the Licensee:

- ▶ has priority use for up four weekday afternoon/evening bookings per week, typically being Monday before 6:45pm and after 8:15pm, Tuesdays after 6:00pm, Wednesdays and Thursdays,
- ▶ has priority use for weekend competition games, typically being on Saturdays and Sundays from 8am till 6pm,
- ▶ must book using a Council booking form or onlinebooking system, and
- ▶ when not used by the Licensee, Council may make bookings 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 will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges.

(b) Winter/Spring season training and competition

The Winter/Spring season training and competition period is defined as during ascheduled basketball competition in which the Licensee competes, typically being from February to May.

During this period the Licensee:

- ▶ has priority use for up four weekday afternoon/evening bookings per week, typically being Monday before 6:45pm

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and after 8:15pm, Tuesdays after 6:00pm, Wednesdays and Thursdays,

- ▶ has priority use for weekend competition games, typically being on Saturdays and Sundays from 8am till 6pm,
- ▶ must book using a Council booking form or onlinebooking system, and
- ▶ when not used by the Licensee, Council may make bookings 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 for the Summer/Autumn season and Winter/Spring training and competition period will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges.

(c) Training and competition will continue in January, June and July where the Licensee competes.

During this period the Licensee:

- ▶ has priority use for up four weekday afternoon/evening bookings per week, typically being Monday before 6:45pm and after 8:15pm, Tuesdays after 6:00pm, Wednesdays and Thursdays,
- ▶ has priority use for weekend competition games, typically being on Saturdays and Sundays from 8am till 6pm,
- ▶ must book using a Council booking form or onlinebooking system, and
- ▶ when not used by the Licensee, Council may make bookings with other community groups.

The cost of this access will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges.

12. Relationships 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 Licence Fee to the Council in the manner specified in Item 8 of the Schedule
- (b) The Licence 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) Refer to Licenced Area in accordance with the Annexure B – Schedule of Maintenance Responsibilities;

14.2. Removal of Rubbish and Waste

The Licensee must pay the costs for the removal of the Licensee's rubbish and waste from the Licenced Area for special events or any extra non-scheduled pick-ups.

14.3. Breach

If the Licensee breaches clause 14.1, the Council may serve a notice giving the Licensee 14 days to remedy the breach, failing which the Council may enter the Licenced 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.

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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 Licenced Area. The Licensee must ensure that any works or alterations on or to the Licenced 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 Licenced Area.

14.5. Damage

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

15. Default and Termination

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

- (a) this Licence automatically terminates; and
- (b) the Licensee must immediately remove the Licensee's Property from the Licenced 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 Licence in respect of any breach of the Licensee's obligations under this Licence, including the loss of benefit of the Licensee performing its obligations under this Licence 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 clause 13 the *consideration payable* by any party under this Licence represents the value of any *taxable supply* for which payment is to be made.

16.2. Liability to Pay Any GST

Subject to clause 16.4, if a party makes a *taxable supply* in connection with this Licence for a *consideration* which, under clause 16.1 or clause 16.3 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 Licence 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 16.2.

16.4. Tax Invoice

A party's right to payment under clause 16.2 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 Licence 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 Licence to the Council without deduction or right of set-off.

18. Licence Personal

The parties acknowledge and agree that this Licence 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 Licenced Area including the assignment of or sub-licensing of any part of the Licenced Area to another party.

19. Licensee's Obligations at End of Licence

At the end of this Licence, the Licensee must:

- (a) vacate the Licenced Area and give it back to the Council in a condition consistent with the Licensee having complied with its obligations under this Licence;
- (b) immediately remove from the Licenced 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 Licenced Area.

The Licensee acknowledges and agrees that anything remaining in the Licenced Area at the end of this Licence, 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 Licence; and
- (b) the Council's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Licence by the Licensee.

21. Damage or Destruction of Licenced Area

21.1. Reduction in Licence Fee

If the Licenced Area or any part of the Licenced Area is destroyed or damaged to the extent that the Licensee cannot use or have access to the Licenced 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 Licenced Area because the Licensee caused or contributed to the destruction or damage) then the Council will reduce the Licence Fee by a reasonable amount depending on the nature and extent of the destruction or damage until the Licensee can use or have access to the Licenced Area.

21.2. Reinstatement of Licenced Area

If the Licenced Area or any part of the Licenced 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 Licence, where the Council considers that the damage destruction is such that repairing it is impractical or undesirable; or
- (b) that the Council will commence reinstatement of the Licenced Area to a condition where the Licensee can use or have access to the Licenced Area.

21.3. Licensee's Right to Terminate

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

- (a) the Council does not give notice to the Licensee pursuant to clause 21.2; or
- (b) the Council does not commence reinstatement within 6 months of the date of damage or destruction.

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

21.4. Dispute Resolution

The Council and Licensee agree that if a dispute arises under this clause 21, 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 meets 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 licence for the Further Term described in Item 11 of the Schedule if the Licenced 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 licence, 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 Licence at the date of giving written notice or at the end of the Term;
- (c) has not persistently defaulted under this Licence 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;
- (e) pays the Council's reasonable costs for the preparation, negotiation and finalisation of the new licence.

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

23.2. Overholding

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

- (a) the Licensee occupies the Licenced Area subject to the same terms and conditions as contained in this Licence;
- (b) the Council or the Licensee may end this Licence 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 licence fee by giving the Licensee one month's written notice.

23. Additional Provisions

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

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

24. Other Matters

24.1. Governing Law, Jurisdiction and Service

This Licence 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 Licence may be sent to the nominated email address property@mansfield.vic.gov and thus sent are taken to be received.

In addition, notices of dispute in connection with this Licence must be left at or posted by prepaid post to the address of the addressee as stated in this Licence, 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 Licence 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 Licence and any warranty, representation, guarantee or other term and condition of any nature not contained in this Licence is of no force or effect.

24.4. Severance

If any provision of this Licence 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 Licence 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 Licence.

24.7. No Waiver or Variation

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

24.8. Non-merger of Provisions

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

24.9. Policy/Acts

In 2020, the Victorian State Government passed the Gender Equality Act which is designed to improve workplace gender equality in the Victorian Public Sector. As the level of government closest to the community, Victorian Councils have a mandate to create healthy, safe, and inclusive communities.

Gender equality is, first and foremost, a human right. It implies women, men, boys and girls of all classes and races participate as equals and have equal value. They enjoy equal access to resources, freedoms and opportunities to exercise control.

The Fair Access Policy (the Policy) seeks to address known barriers experienced by women and girls in accessing and using community sports infrastructure. The Policy aims to progressively build capacity and capabilities of Mansfield Shire Council in the identification, and elimination of systematic causes of gender inequality in policy, programs, communications, and delivery of services in relation to community sports infrastructure. Council will undertake all necessary and proportionate steps towards implementation of the Fair Access Policy.

Sport is a highly visible and valued feature of Councils culture and identity. The sport and active recreation sector

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provide opportunities for enriching our communities through the promotion of respect and fair mindedness for all people, while also supporting the physical and mental wellbeing of all Victorians. Council is well positioned to design and implement place-based, integrated action plans that progress gender equality in community sport.

All sporting clubs will adhere to these policies.

25. Costs

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

26. Interpretation

In this Licence:

- (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 Licence shall if expressed in the singular include the plural and vice versa and cognate expression shall have a corresponding meaning;
- (d) the obligations imposed and the benefits conferred under this Licence 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 Licence 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 favour of two or more persons is made for the benefit of them jointly and for each of them severally.

Mansfield Shire Council **Licence Agreement**

EXECUTED as an agreement.

SIGNED SEALED AND DELIVERED by)
on behalf of **MANSFIELD SHIRE**)
COUNCIL, pursuant to an instrument of)
Delegation authorised by Resolution of the) Signature
Mansfield Shire Council in the presence of)
_____) Kirsten Alexander
) (Print) Full Name of Signatory

..... Signature of Witness*

33 Highett Street, Mansfield

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

EXECUTED by MANSFIELD & DISTRICT BASKETBALL ASSOCIATION
in accordance with
S22 of the Associations Incorporation Act 2009:

President

.....
{Print) Full Name

Schedule

Item 1	Council	Mansfield Shire Council of 33 Highett Street, Mansfield, Victoria 3722.
Item 2	Licensee	Mansfield & District Basketball Association
Item 3	Licensed Area	The areas outlined on the plans attached to this Licence in Annexure A being part of the property described as Mansfield Sporting Complex and Alex Pullin Stadium
Item 4	Council's Installations	Any works of a capital nature including to any fittings, fixtures and chattels contained in the Licensed area, must have written consent by an authorised Council Officer prior to commencement.
Item 5	Commencement Date	1 July 2025
Item 6	Expiry Date	30 June 2030
Item 7	Term	5 Year Licence
Item 8	Licence Fee	<p>50% of Licence Fee will be paid 31 December and 50% of Licence Fee will be end of Financial Year. Both payments need to be made in the same Financial Year.</p> <p>The Annual Licence Fee is \$27,930 ex.GST.</p> <p>This fee includes:</p> <ul style="list-style-type: none">• Alex Pullin Stadium, Canteen, Community Office & Community Storage• Mansfield Sporting Complex and Storage Room 3 <p>The Licence Fee will be increased each year by the Australian Bureau of Statistics' All groups CPI, index for Melbourne. This index currently resides at: https://www.abs.gov.au/statistics/economy/price-indexes-and-inflation/consumer-price-index-australia</p> <p>All other usage fees will be based upon the Mansfield Shire <i>Council's Fees & Charges Schedule</i>.</p>
Item 9	Allocation of Hours of Use	Refer to Clause 11 Hours outside this period will be charged as per Mansfield Shire Council's Fees & Charges Schedule
Item 10	Permitted Use	Utilise the facilities for activities directly related to basketball
Item 11	Further Term	2 Further term of 5 Years
Item 12	Last Date for exercising option for Further Term	Not less than 3 months before the end of the Term.
Item 13:	Licence Fee payable during Further Term	Fee is to be reviewed as part of the annual external valuation assessment.
Item 14:	Amount of Public Risk Insurance Cover	Minimum public risk Insurance to be held by the licence holder is \$20,000,000.

Mansfield Shire Council Licence Agreement

Item 15:	Additional Provisions	<p>The Licensee must complete all sections and sign a seasonal/annual Licensed Area Booking Form or replacement online system form.</p> <p>The Licensed Area is not to be used by the Licensee at any time that is not specified in the above dates listed. Mansfield Shire Council reserves the right to terminate the usage agreement should this be breached.</p> <p>The Licensee shall manage the facility during the hours of competition and training and will maintain and manage the canteen facilities for their own profit.</p> <p>The Licensee shall not permit any offensive or illegal act, trade, or business at any time during the term or 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 as a result of this activity. The licenced area must be clean and tidy after use.</p> <p>Waste and recycle requirements are to be negotiated with the Council Waste Management Officer on 03 5775 8580. Should the stadiums 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 Licenced Area during the Licence period. This responsibility extends to all participants, spectators, invitees, guests, officials, and visitors associated with the hire.</p> <p>No alterations of the Licenced Area including maintenance are to be undertaken without the consent of an authorized Council representative.</p> <p>During the occupancy the Licensee is responsible for the security of the venue and any space or storage areas being used. All persons who enter the stadiums during the booking time are responsibility of the Licence holder.</p> <p>Lost/ Damages / Stolen keys incur a replacement cost charged as per Mansfield Shire Council's current Fees & Charges Schedule.</p> <p>The Licensee will be responsible for payment of any security call out fees that occur during their booking times or occupancy.</p> <p>The Licensee is responsible, during the period for the supervision and control of ALL persons who enter the Licenced areas.</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 within the Licenced Area.</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 Licenced Area will not be responsible for any expenses incurred by the Licensee.</p> <p>At the cessation of use it is the responsibility of the Licensee to ensure the Licenced Area are left in a clean and tidy condition.</p> <p>All equipment including furnishings, are to be returned to their original storage, rubbish be placed in the bins provided, and all equipment not belonging to the stadiums is to be removed.</p>
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Mansfield Shire Council Licence Agreement

		<p>Licensees are required to provide their own sporting, event equipment. Equipment not belonging to the Licensee is not to be removed from the Licenced area without prior authorisation.</p> <p>The Licensee agrees to be responsible for any maintenance costs incurred as a result of participants or activities.</p> <p>The Licensed areas are not to be used by the Licensee at any time that is not specified in the booking form. Unauthorised (i.e., without a current booking form) will incur the cost equivalent of a full day hire. As specified in the Council Fees and Charges Schedule.</p> <p>The Licensee is responsible for ensuring all doors and windows are securely locked and lights turned off before leaving. The Licensee agrees to incur all costs associated as a result of failing to complete the above.</p> <p>Smoking (including e-cigarettes) and Alcohol is prohibited inside any buildings or within the licensed area. Intoxicated persons will not be granted admission. It is the responsibility of the Licence holder to ensure all legal requirements of public tobacco laws are upheld.</p> <p>The Licensee must, on demand, pay any costs incurred by the Council to repair or make good any damage (including loss of equipment) arising out of or incidental to their Licence.</p> <p>Terms of payment of accounts is fourteen days. Payments are to be made via EFT.</p>
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Figure 1: Pozi - Aerial View of 25 View Street, Mansfield (highlighted in red)

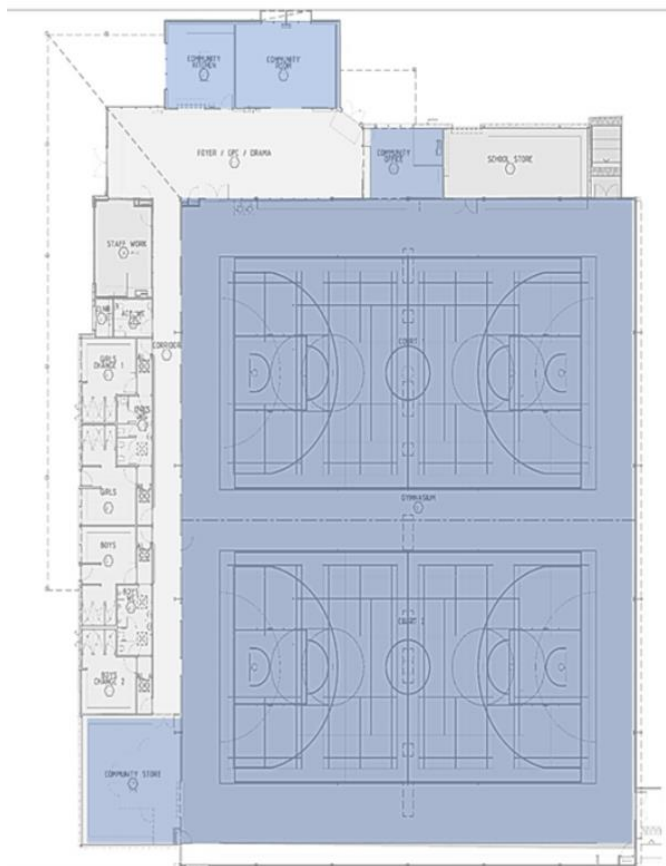


Figure 2: Floor Plan - 25 View Street, Mansfield (highlighted in blue are included in the Licence Fee)

Mansfield Sporting Complex



Figure 3: Pozi - Aerial View of 35 Highett St, Mansfield (highlighted in red)

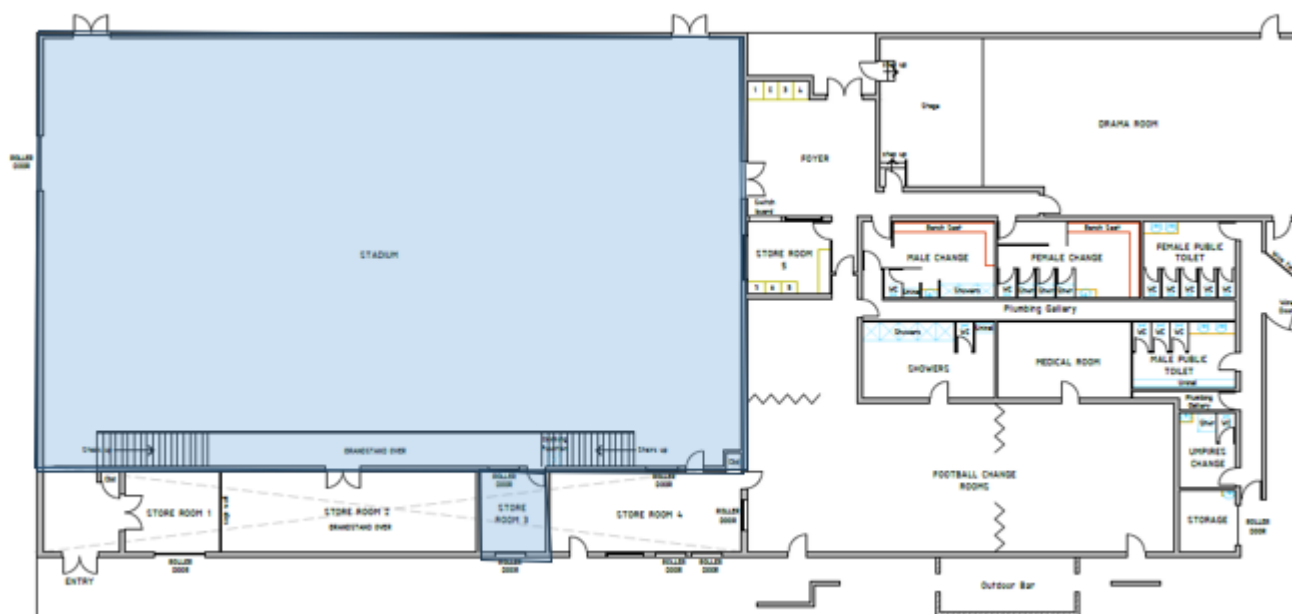


Figure 4: Floor Plan 35 Highett St, Mansfield (highlighted in blue are included in the Licence Fee)

Annexure B – Schedule of Maintenance Responsibilities

Alex Pullin Stadium and Mansfield Sporting Complex

Item	Council Responsibility	User Group Responsibility
Building		
Electric Wiring and Fittings in Building	<ul style="list-style-type: none"> ▶ All building wiring from the main supply to and including the switchboard. 	<ul style="list-style-type: none"> ▶ Report any faults to Council ▶ Cost of repairs if damage caused by misuse
Light Fittings and Globes	<ul style="list-style-type: none"> ▶ Repair or replace faulty fittings ▶ Replace globes/lamps (energy) 	<ul style="list-style-type: none"> ▶ Cost of repairs if damage caused by misuse ▶ Cost of any additional light fittings required ▶ Keep clean
Exhaust Fans	<ul style="list-style-type: none"> ▶ Repair or replace faulty fittings 	<ul style="list-style-type: none"> ▶ Keep clean and maintain in operable condition ▶ Cost of repair and replacement as required if caused by misuse
Power Points	<ul style="list-style-type: none"> ▶ Repair or replace faulty power points ▶ Cost of any additional power points required 	<ul style="list-style-type: none"> ▶ Cost of repairs if damage caused by misuse
Tag and Testing of Non-Hardwired Electrical Equipment	<ul style="list-style-type: none"> ▶ No responsibility 	<ul style="list-style-type: none"> ▶ Tag and testing as per legislation by a licenced contractor
Plumbing: Any works undertaken must have written Council approval prior to works beginning and be carried out by a qualified contractor.		
Internal Toilets	<ul style="list-style-type: none"> ▶ Repair or replace faulty fittings 	<ul style="list-style-type: none"> ▶ Internal repairs due to misuse ▶ Keep clean and maintain in operable condition
Plumbing and Fixtures, including Hot Water Services	<ul style="list-style-type: none"> ▶ Major maintenance ▶ Purchase, installation, maintenance, repair and replacement costs due to age or fault 	<ul style="list-style-type: none"> ▶ Internal repairs due to misuse, includes shower drains blocked by dirt, grass clippings and other debris ▶ All costs associated with additional fixtures not standard within the building
Essential Services		
Fire Extinguishers, Hydrants and Hose Reels	<ul style="list-style-type: none"> ▶ Initial installation and servicing 	<ul style="list-style-type: none"> ▶ Cost of replacement due to misuse ▶ Report any faults to Council
Emergency and Exit Lighting	<ul style="list-style-type: none"> ▶ Installation, maintenance, repair and replacement costs 	<ul style="list-style-type: none"> ▶ Report any faults to Council ▶ Initial installation and servicing
Essential Services (incl. smoke alarms, fire exit doors)	<ul style="list-style-type: none"> ▶ Maintenance of essential safety measures to an operational level ▶ Ensure emergency floor plans are current 	<ul style="list-style-type: none"> ▶ Induction of facility users ▶ Ensure emergency floor plans are visible at all times
Tag and Testing of items that form part of the building	<ul style="list-style-type: none"> ▶ Tag and testing as per legislation by a licenced contractor 	<ul style="list-style-type: none"> ▶ No Responsibility

Mansfield Shire Council Licence Agreement

Item	Council Responsibility	User Group Responsibility
Security		
External Locks and Keys	<ul style="list-style-type: none"> ▶ Require access to building ▶ Require access to electrical switchboard and meter boxes ▶ Any change to external locks/doors hardware will be detailed by Council 	<ul style="list-style-type: none"> ▶ Installation, maintenance, repair and replacement costs due to misuse ▶ Ensure Council have access to the Building, switchboard and meter boxes when required
Security System	<ul style="list-style-type: none"> ▶ Purchase, installation, service and maintenance if required 	<ul style="list-style-type: none"> ▶ Cost of repairs and maintenance due to misuse
Security lighting around sporting complex	<ul style="list-style-type: none"> ▶ Initial installation in new or redeveloped facilities ▶ Maintenance, repair or replacement due to age or structural fault 	<ul style="list-style-type: none"> ▶ Cost of any enhancements
Vandalism (internal)	<ul style="list-style-type: none"> ▶ No responsibility except where damage exceeds Council's excess (approx. \$3,000). Council to submit claim 	<ul style="list-style-type: none"> ▶ Cost of all repairs up to Council's insurance excess if damage is to be found due to misuse.
Vandalism (external)	<ul style="list-style-type: none"> ▶ No responsibility except where damage exceeds Council's excess (approx. \$3,000). Council to submit claim 	<ul style="list-style-type: none"> ▶ Maintenance, cleaning and painting as required if found to be due to misuse ▶ Cost of all repairs up to Council's insurance excess if damage is to be found due to misuse.
Building Fabrics		
Windows	<ul style="list-style-type: none"> ▶ Major structural maintenance ▶ Repair or replacement due to item age or fault 	<ul style="list-style-type: none"> ▶ Repairs due to misuse
Painting of Ceilings, Walls and Other Surfaces	<ul style="list-style-type: none"> ▶ Repair or replacement due to item age or fault ▶ External painting 	<ul style="list-style-type: none"> ▶ Repairs due to misuse
Ceilings	<ul style="list-style-type: none"> ▶ Repair or replacement due to item age or fault ▶ Major structural maintenance 	<ul style="list-style-type: none"> ▶ Repairs due to misuse
Doors	<ul style="list-style-type: none"> ▶ Maintenance, repair or replacement of all external and internal doors due to age ▶ Maintenance, repair or replacement of all internal doors including cupboard and storeroom doors ▶ Major structural maintenance 	<ul style="list-style-type: none"> ▶ Regular cleaning and repair due to misuse.
Floor Surfaces and Coverings	<ul style="list-style-type: none"> ▶ Major structural maintenance 	<ul style="list-style-type: none"> ▶ Any repair, maintenance, upgrade and replacement costs due to misuse
Roofs	<ul style="list-style-type: none"> ▶ All maintenance and repair costs 	<ul style="list-style-type: none"> ▶ No responsibility

Mansfield Shire Council Licence Agreement

Item	Council Responsibility	User Group Responsibility
Skylights	<ul style="list-style-type: none"> ▶ Maintenance, repair or replacement due to age or structural damage. 	<ul style="list-style-type: none"> ▶ Repair if damage through misuse
Guttering	<ul style="list-style-type: none"> ▶ Maintenance, repair or replacement due to age or structural damage 	<ul style="list-style-type: none"> ▶ Repair if damage through misuse
External and Internal Walls	<ul style="list-style-type: none"> ▶ Structural maintenance ▶ External painting ▶ Regular cleaning ▶ Internal repainting as required 	<ul style="list-style-type: none"> ▶ Repair if damage through misuse
Building Alterations	<ul style="list-style-type: none"> ▶ Assessing all requests and if approved, ensuring satisfactory completion of work, even when totally funded by the user group 	<ul style="list-style-type: none"> ▶ Seek Council approval
Internal Fittings		
Window Coverings	<ul style="list-style-type: none"> ▶ Installation, cleaning, repair and replacement 	<ul style="list-style-type: none"> ▶ Repair and replacement due to misuse
Heating/Cooling fixtures	<ul style="list-style-type: none"> ▶ Initial installation as part of capital development or major renewal ▶ Installation of additional (or new) heating or cooling ▶ Repair, replacement and maintenance costs including annual inspection ▶ Maintenance, repair or replacement due to age or structural damage. 	<ul style="list-style-type: none"> ▶ Repair and replacement due to misuse
Other Permanent Fixtures	<ul style="list-style-type: none"> ▶ Initial installation of basic equipment as part of sporting complex 	<ul style="list-style-type: none"> ▶ Regular cleaning of all fixtures and repair/replacement
Canteen / Kitchens (where applicable)		
Food handling areas	<ul style="list-style-type: none"> ▶ Installation, cleaning, repair and replacement of basic equipment cupboards, sink and bench tops 	<ul style="list-style-type: none"> ▶ Keep clean and maintain in accordance with the Health Act ▶ Upgrade and replacement costs if fault of user
Stoves and cooking equipment	<ul style="list-style-type: none"> ▶ Installation, cleaning, repair and replacement of basic equipment 	<ul style="list-style-type: none"> ▶ Keep clean and maintain in operable condition ▶ Repairs, maintenance, upgrade and replacement costs if fault of user
Refrigerators and dishwashers	<ul style="list-style-type: none"> ▶ No responsibility 	<ul style="list-style-type: none"> ▶ Purchase, installation, repair, replacement and maintenance costs
Utilities		
Water	<ul style="list-style-type: none"> ▶ Initial installation of water supply ▶ Cost of Services ▶ Any required maintenance, repair, replacement, or upgrade to the facilities water supply 	<ul style="list-style-type: none"> ▶ No responsibility

Mansfield Shire Council Licence Agreement

Item	Council Responsibility	User Group Responsibility
Electrical	<ul style="list-style-type: none"> ▶ Cost of service ▶ Any required maintenance, repair, replacement, or upgrade to the facilities electrical supply (including main switchboard) 	<ul style="list-style-type: none"> ▶ No responsibility
Gas	<ul style="list-style-type: none"> ▶ Any required maintenance, repair, replacement, or upgrade to the facilities gas supply 	<ul style="list-style-type: none"> ▶ No responsibility
Telephone and communications	<ul style="list-style-type: none"> ▶ No responsibility 	<ul style="list-style-type: none"> ▶ All installation, connection, maintenance, repair, replacement, upgrade and usage/equipment costs
Rubbish (within Council garbage collection)	<ul style="list-style-type: none"> ▶ Weekly emptying of rubbish bins as part of Council's waste service ▶ Putting out bins for collection ▶ Costs associated with garbage 	<ul style="list-style-type: none"> ▶ Picking up rubbish around the Licenced area ▶ Costs associated with garbage collection for any additional bins or removal of garbage ▶ Putting out additional bins for collection
Rubbish (outside Council garbage collection)	<ul style="list-style-type: none"> ▶ No responsibility 	<ul style="list-style-type: none"> ▶ Picking up rubbish around the Licenced area ▶ Costs associated with garbage collection for any additional bins or removal of garbage ▶ Putting out additional bins for collection ▶ Costs associated with garbage ▶ Removal of all rubbish
Other		
Stadium cleaning	<ul style="list-style-type: none"> ▶ As per cleaning schedule 	<ul style="list-style-type: none"> ▶ Regular cleaning of the facility after each use ▶ Advise Council Asset Maintenance of any issues
External Toilets	<ul style="list-style-type: none"> ▶ Council to supply toilet paper/hand soap and hygiene service for sanity bins 	<ul style="list-style-type: none"> ▶ Regular cleaning of the facility ▶ Advise Council if stock is required
Covered areas for spectators – attached to building	<ul style="list-style-type: none"> ▶ Maintenance responsibility as per rest of building 	<ul style="list-style-type: none"> ▶ Cleaning
Signage	<ul style="list-style-type: none"> ▶ Install, maintain and replace all essential signage ▶ Install, maintain and replace all Council branded signage 	<ul style="list-style-type: none"> ▶ Install, maintain and replace all Club branded signage ▶ Seek Council approval of signage
Pest Control	<ul style="list-style-type: none"> ▶ All structural pest control i.e., Termites 	<ul style="list-style-type: none"> ▶ No responsibility
Other equipment /facilities added to stadiums by a Group (Inc. Furniture)	<ul style="list-style-type: none"> ▶ No responsibility 	<ul style="list-style-type: none"> ▶ All maintenance, repair and replacement costs ▶ Insurance of equipment and contents
No Smoking	<ul style="list-style-type: none"> ▶ Advise User Group of Council's NO Smoking Policy 	<ul style="list-style-type: none"> ▶ Ensure no smoking occurs in the building or within 5m of any doorway or window ▶ Display No Smoking Signage

Mansfield Shire Council Licence Agreement

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.
- ▶ **Asset maintenance:** 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.