Mansfield Shire

Lessor:

Mansfield Shire Council ("Council")

Lessee:

Delatite Cricket Club Incorporated ("the Licensee")

Premises:

Lords Reserve, Bonnie Doon Recreation Reserve and College Park Field 2

Our Ref: AG 1257

DRAFT

Mansfield Shire Council
www.mansfield.vic.gov.au

33 Highett Street
Mansfield, VIC, 3722
Private Bag 1000
Mansfield VIC 3724

T: 03 5775 8555
E: council@mansfield.vic.gov.au

Mansfield Shire Council

LICENCE

CROWN LAND (RESERVES) ACT 1978
Section 17B

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

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

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

.....
Licensor or Authorised person

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

.....
Licensee

Approved by as delegate for the Minister on .....

.....

NOTE:

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

INDEX

SCHEDULE

PLAN

LICENCE CONDITIONS

1 Grant

2 Licensee's Obligations (Positive)

- **2.1 Licence fee**
- **2.2 Rates and Taxes**
- **2.3 Indemnity**
- **2.4 Public Liability Insurance**
- **2.5 Maintenance,**
- **2.6 Fire Protection Works**
- **2.7 Condition at Termination**
- **2.8 Notice of Defects and other matters**
- **2.9 Compliance with Law**
- **2.10 Arrears and Interest**
- **2.11 Further Conditions**

3 Licensee's Obligations (Negative)

- **3.1 Use of Licensed premises**
- **3.2 Create nuisance**
- **3.3 Allow rubbish**
- **3.4 Hazardous Chemicals**
- **3.5 Assignment**
- **3.6 Licensor's Entry**
- **3.7 Void insurance**
- **3.8 Erection of Improvements**

4 General Conditions

- **4.1 Termination upon Default**
- **4.2 Termination without Default**
- **4.3 Ownership of Improvements**
- **4.4 Licensee's Chattels**
- **4.5 Licensor may remove and dispose of property**
- **4.6 Licensor's Agents**
- **4.7 Notices**
- **4.8 Debt recovery**
- **4.9 Additional Approvals**

5 Definitions

6 Interpretations

DRAFT

SCHEDULE

ITEM

1	**Licence Number:**	AG1257-2026-10
2	**Licensor:**	Mansfield Shire Council
3	**Licensee:**	Delatite Cricket Club Incorporated
4	**Licensee's Address:**	29 Apollo Street, Mansfield VIC 3722
5	**Commencement Date:**	6 October 2026 expiring on 5 October 2029
6	**Term:**	3 years plus 2 x 3-year options. The last date for exercising option not more than 6 months or no less than 3 months before the end of the Term.
7	**Licence fee:**	$2,160.34 per annum (ex GST) Commencing Fee Comprising of: Lords Reserve: $1,012.67 exc GST Bonnie Doon Recreation Reserve: $638.63 exc GST College Park Field 2: $509.64 exc GST
8	**Annual CPI Adjustment:**	The Licence Fee will be adjusted annually on each anniversary of the Commencement Date by the percentage change in the Consumer Price Index (All Groups CPI, Melbourne) published by the Australian Bureau of Statistics, or any replacement index applied calculated from 1 July.
9	**Market Review/ Assessment:**	Upon expiry of the Initial Term and prior to the commencement of any renewed or subsequent term, Council will undertake a review of the Licence Fee in accordance with Council's Property Leasing and Licensing Policy as in force at that time. The review may consider the applicable community user category, rental assessment methodology, the Licensee's use and occupation of the Licensed Area, any liquor licence held by the Licensee, and any other relevant factors under the Policy. Any revised Licence Fee determined by Council will apply from the commencement of the renewed or subsequent term.
10	**Payable:**	Licence fees are payable annually in October, in advance, and must be paid within 30 days of the date of Council's tax invoice.
11	**Reservation description:**	The Reserve comprises a community sporting and recreation facility incorporating a cricket oval and pitch, fenced playing area, two pavilion buildings, cricket practice nets, associated pedestrian pathways, storage shed, public toilet amenities and public barbecue facilities, together with all ancillary improvements,

DRAFT

landscaping, services and infrastructure located within the Reserve.

12 Licensed premises:

Lords Oval – Entire Reserve, the new Lords Pavilion and, subject to Council obtaining ownership and management responsibility for the existing Lords Pavilion, the existing Lords Pavilion. Should Council not obtain ownership or management responsibility for the existing Lords Pavilion, that building will be excluded from the Licensed Premises.

Bonnie Doon Recreation Reserve – Entire Reserve and Clubrooms
College Park Field 2 – Reserve, storage, shade sail and table and chairs

13 Areas:

Lords Oval
2,6005 M2/ 2.60 ha– 29 Apollo Street Mansfield
CA 14 Sec 29 Township of Mansfield
Property# 12208351

Bonnie Doon Recreation Reserve
37,802 M2/ 3.78ha - 2 Davon Street Bonnie Doon
Various CA 11 Parcels Property# 12213237

College Park Field 2
11,222 M2/ 1.12 HA– 34 Bellview Court Mansfield
Freehold Mansfield Shire Council Lot 2 LP68954
Property# 12213237

14 Powers under which licence granted: Section 17B *Crown Land (Reserves) Act 1978*

15 Specified Purposes:

The use of the reserve and pavilion buildings for cricket, sporting, social, educational and community purposes, including training, matches, competitions, meetings, functions, administration, fundraising activities and all uses associated with or ancillary to the operation of a community sporting club.

16 Amount of Public Liability Insurance:

$20 million public liability insurance (for any one occurrence), with Council noted as an interested party on the policy.

17 Licensor Address: 33 Highett Street, Mansfield VIC 3722

18 Special Conditions:

18.1 Bookings and Authorised Use

The Licensee must complete and maintain a current seasonal or annual Licensed Area booking form, or such online booking system as may be approved by Council from time to time.
The Licensed Area must only be used during the dates, times and purposes approved by Council. Council may terminate this Licence if the Licensed Area is used outside the approved dates, times or purposes without Council's prior written consent. Unauthorised use of the

DRAFT

Licensed Area may incur a charge equivalent to the applicable full day hire fee in accordance with Council's Fees and Charges Schedule.

18.2 Licensed Area Management
The Licensee must manage and supervise the Licensed Area during all periods of occupation and use. The Licensee may operate the canteen facilities for its own benefit and profit during periods of authorised use.

18.3 Protection of the Licensed Area
The Licensee must not drive any peg, stake or similar object into the playing surface or Licensed Area without Council's prior written approval.
The Licensee must not permit vehicles to enter or travel upon the Licensed Area unless authorised in writing by Council.

18.4 Line Marking
The Licensee is responsible for all temporary line marking associated with its activities.
All line marking must comply with the requirements of Council and the applicable sporting governing body. Only non-toxic and non-permanent marking materials may be used.
No additional markings may be applied without Council's prior written approval.

18.5 Conduct and Nuisance
The Licensee must not permit any unlawful, offensive or inappropriate activity within the Licensed Area. The Licensee must not cause or permit any nuisance, disturbance, damage, annoyance or inconvenience to Council, neighbouring occupiers or users of adjoining land.

18.6 Cleaning and Waste Management
The Licensee must keep the Licensed Area in a clean, tidy and sanitary condition at all times during and following its use of the Licensed Area.
The Licensee is responsible for the collection, removal and lawful disposal of all rubbish, litter and waste generated through its activities and must comply with any reasonable waste management requirements imposed by Council.
The Licensee must take reasonable steps to minimise waste and encourage recycling in accordance with Council's waste management practices.

18.7 Supervision and Attendance
The Licensee must provide an adequate number of suitable and competent supervisors to ensure the safe management of all activities conducted within the Licensed Area.
The Licensee is responsible for the conduct and safety of all participants, spectators, officials, volunteers, invitees, guests and visitors attending the Licensed Area in connection with the Licensee's activities.

18.8 Alterations
The Licensee must not undertake any alteration, improvement or modification to the Licensed Area without Council's prior written approval.
This clause does not prevent the Licensee from undertaking routine maintenance activities expressly permitted under this Licence or the Maintenance Responsibility Matrix.

18.9 Keys and Security
The Licensee is responsible for all keys issued by Council. The replacement cost of any lost, stolen or damaged keys will be charged in accordance with Council's Fees and Charges Schedule. The Licensee must reimburse Council for any security call-out costs arising during the Licensee's period of occupation or use. The Licensee must ensure that all doors, windows, gates, lighting and security systems are properly secured upon vacating the Licensed Area.

18.10 Alcohol
Where the consumption or sale of alcohol is permitted, the Licensee must comply with all requirements of the Liquor Control Reform Act 1998 (Vic), any applicable liquor licence and any direction issued by a regulatory authority. The Licensee must not permit service to, or the admission of, intoxicated persons within any licensed area.

18.11 Security and Responsibility for Occupants
The Licensee is responsible for the security of all areas occupied by the Licensee, including any storage areas made available under this Licence.
All persons entering the Licensed Area during the Licensee's occupation are the responsibility of the Licensee.

18.12 Child Safety
Persons under 18 years of age must not be left within the Licensed Area without appropriate supervision by a responsible adult.
The Licensee is responsible for ensuring appropriate supervision of all children attending the Licensed Area in connection with the Licensee's activities.

18.13 First Aid
The Licensee must provide and maintain appropriate first aid equipment for its activities and ensure such equipment is readily accessible during periods of use.

18.14 Licensee Expenses
Council is not responsible for any costs, expenses, losses or liabilities incurred by the Licensee arising from the Licensee's occupation or use of the Licensed Area.

18.15 End of Use Requirements
Upon completion of each period of use, the Licensee must:
a) leave the Licensed Area in a clean and tidy condition;
b) return any furniture, fittings and equipment to their designated storage locations;
c) remove all equipment, materials and property belonging to the Licensee; and
d) place all rubbish in the designated waste receptacles.
The Licensee must not remove any Council-owned equipment or property without Council's prior written approval.

18.16 Damage and Cost Recovery
The Licensee is responsible for any maintenance, repair or replacement costs arising from the acts, omissions or activities of the Licensee or any person attending the Licensed Area in connection with the Licensee's use. The Licensee must reimburse Council on demand for any reasonable costs incurred by Council in repairing damage to, or replacing, any part of the Licensed Area or Council property arising from the Licensee's occupation or use.

18.17 Smoking
Smoking, including the use of electronic cigarettes and vaping devices, is prohibited within the Licensed Area except in areas specifically designated by Council.
The Licensee must ensure compliance with all applicable tobacco and smoke-free legislation.

18.18 Payment of Accounts
Any amount payable by the Licensee under this Licence must be paid within fourteen (14) days of the date of invoice unless otherwise agreed in writing by Council.

19. Times and Hours of Licensee Use
The Licensee's access and priority booking relate to three sections of the Licenced Area:

a. Lords Oval, referred to as "Lords Oval" (Annexure A)

b. College Park – Field 2, referred to as "College Park - Field 2" (Annexure A)
c. Bonnie Doon Recreational Reserve, referred to as "Bonnie Doon Recreational Reserve" (Annexure A)

The Licensee must provide Council, in writing, with its seasonal training schedule, match days and playing times in advance of each season. This information will enable Council to manage facility bookings, coordinate reserve scheduling, and undertake field preparation and sowing activities to property@mansfield.vic.gov.au

19.1. Lords Licensed Area

Spring/Summer Season Training and Competition Period

The Spring/Summer Season Training and Competition Period means the period during which the Licensee participates in an organised cricket competition, generally from 6 October to 6 March. Dates are to be confirmed annually through the Council booking process and may vary according to competition schedules.

During this period the Licensee:

(a) has priority use for up to three weekday afternoon/evening bookings per week, typically being Monday, Tuesday and Thursdays,
(b) has priority use for home weekend competition games, typically being on Saturdays from 8am till 8pm,
(c) must book the Licensed Area using a Council booking form or online booking system, and
(d) when not used by the Licensee, Council may make bookings of the Licensed Area 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 Licensed Area in addition to that allowed for in the Spring/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.

19.2. College Park – Field 2

Spring/Summer season training and competition

The Spring/Summer season training and competition period is defined as during a scheduled cricket competition in which the Licensee competes, typically being from 18 October to 18 February. Dates are to be confirmed annually through the Council booking process and may vary according to competition schedules.

During this period the Licensee:

- has priority use for up to two weekday afternoon/evening bookings per week, typically being Wednesday and Thursdays,
- has priority use for home weekend competition games, typically being on Saturdays from 8am till 12pm,
- has access only to those facilities at College Park expressly approved by Council, including the designated playing field and any approved storage area
- must book the Licensed Area using a Council booking form or online booking system, and
- when not used by the Licensee, Council may make bookings of the Licensed Area 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 Licensed Area in addition to that allowed for in the Spring/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.

19.3. Bonnie Doon Recreational Licensed Area

Spring/Summer season competition

The Spring/Summer season competition period is defined as during a scheduled cricket competition in which the Licensee competes, typically being from 18 October to 18 February. Dates are to be confirmed annually through the Council booking process and may vary according to competition schedules.

During this period the Licensee:

- has priority use for home weekend competition games, typically being on Saturdays from 8am till 8pm,
- must book the Licensed Area using a Council booking form or online booking system, and
- when not used by the Licensee, Council may make bookings of the Licensed Area 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. Priority use means a preferential right to book and occupy the Licensed Area during approved times, but does not confer exclusive possession.

Any Licensee use of the Licensed Area in addition to that allowed for in the Spring/Summer season competition period will be charged at the community use rates specified as per Mansfield Shire Council's current Fees & Charges Schedule.

20. Relationships with Other Users of the Licensed Area

Council may make the Licensed Area available for use by other parties at times other than those specified by the Licensee in the seasonal/annual Licensed Area booking.
The Licensee must leave the Licensed Area in a clean and tidy condition after each use.

21. Removal of Rubbish and Waste

The Licensee is responsible for all costs associated with the removal and disposal of rubbish, litter and waste generated through its occupation and use of the Licensed Area.
The Licensee must pay the costs of any additional waste, recycling, cleaning or rubbish removal services required as a result of its activities, including special events, functions or non-routine collections.
Where Council incurs costs arising from the Licensee's failure to maintain the Licensed Area in a clean and satisfactory condition, those costs, including cleaning, waste removal, recycling, disposal and rectification works, are recoverable from the Licensee as a debt due and payable to Council.

22. Default and Termination

Council may terminate this Licence by written notice where the Licensee fails to remedy a breach within 14 days after receiving notice of the breach, 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.

23. Licensed Area Condition, Inspections and Safety Responsibilities

23.1 Council Handover

Council will undertake an annual inspection of the Licensed Area, typically scheduled in February each year, to assess whether the facility is reasonably fit for purpose for its intended use. The inspection may include matters such as the playing surface, lighting, line marking, boundary run-offs and surrounding infrastructure.

Council will provide the Licensed Area to the Club/User in a condition suitable for use, subject to any limitations, restrictions or maintenance requirements advised by Council from time to time. The Club/User acknowledges that the annual inspection may not occur immediately prior to the commencement of each season.

23.2 Club/ User Responsibility for Use

From the commencement of the Club's licensed use of the Facility, the Club/ User is responsible for determining whether the Licensed Area is safe and suitable for each use and for managing all risks associated with its activities.
Before each match, training session or other use of the Facility, the Club/ User must:

- inspect the playing surface and surrounding areas;
- conduct inspections in accordance with:
  - the requirements of the relevant sporting governing body; and
  - any reasonable directions issued by Council.
- determine whether the Licensed Area is safe and suitable for the intended activity;
- not permit use of the Licensed Area where it is unsafe to do so; and
- take all reasonable steps to identify, manage and minimise risks arising during its use of the Facility.

Council is not responsible for conducting pre-use or pre-match inspections.

23.3 Hazard, Incident and Near Miss Reporting

If the Club/ User identifies any hazard, defect, damage or unsafe condition at the Facility, the Club/ User must:

- immediately take reasonable steps to make the area safe, including restricting, modifying or suspending use where necessary; and
- notify Council, in writing, as soon as practicable, providing sufficient information to enable Council to assess and respond to the issue.

Incident and Near Miss Reporting

For the purposes of this Agreement:

- Incident means any event occurring at the Licensed Area that results in, or has the potential to result in, injury, illness, harm, property damage, disruption or a significant risk to health and safety.

- Near Miss means an incident that did not result in injury, illness, harm, property damage or disruption but had the potential to do so.

The Club/ User must notify Council of any Incident or Near Miss that:

- results in injury requiring medical treatment;
- involves attendance by emergency services;
- causes damage to Council property;
- presents an immediate or ongoing safety risk; or
- could reasonably have resulted in serious injury, significant property damage or closure of the Facility.

The Club/ User must notify Council:

- within 24 hours of becoming aware of any serious Incident or immediate safety risk (i.e. serious injury; Emergency services attendance; Significant property damage; or an immediate or ongoing safety risk); and
- within three (3) business days of becoming aware of any other reportable Incident, Near Miss or safety issue.

Reports must be submitted to Council's Property Team in writing to property@mansfield.vic.gov.au or through any reporting process nominated by Council and, where reasonably available, include:

- the date, time and location of the event;
- a description of the incident or near miss;
- contributing factors or hazards identified;
- details of persons involved (where appropriate);
- actions taken to make the area safe; and
- any relevant photographs or supporting information.

24 Maintenance Responsibilities and Reporting

Unless otherwise provided in this Agreement, Council remains responsible for structural repairs, capital renewal and maintenance of Council-owned assets, including irrigation systems, major turf renovations, drainage, lighting infrastructure, buildings, grandstands, fencing, car parks and other major infrastructure.

The Club/ User is responsible for routine operational maintenance associated with its use of the Facility, including:

- keeping the Licensed Area clean and tidy;
- removing rubbish generated through Club/ User activities;
- reporting damage, defects and maintenance issues;
- Minor upkeep of player and spectator areas;
- Replacing or repairing minor consumable items under the Club's control;
- Maintaining safe access to areas used by the Club/ User during licensed activities;
- removing temporary equipment and signage following use; and
- taking reasonable steps to prevent further deterioration or damage until Council is able to assess the issue.

The Club/ User must report:

- any maintenance issue presenting an immediate safety risk within 24 hours of becoming aware of the issue; and
- all other maintenance defects requiring Council intervention within five (5) business days.

Following notification, Council will assess reported defects and determine the appropriate

response having regard to the nature and level of risk.

25 Cleaning and Housekeeping
The Licensee must, following each use of the Licence Area, ensure that all clubrooms, change rooms, kitchens, storage areas and any other facilities used by the Licensee are cleaned and left in a neat, tidy and sanitary condition. The Licensee must remove all rubbish generated by its activities, secure all buildings and storage areas, and ensure that the facilities are maintained to a standard satisfactory to Council. Any cleaning or rectification works required as a result of the Licensee's failure to comply with this clause may be undertaken by Council at the Licensee's cost.

26 Records and Compliance
The Club/ User must maintain records of:

- pre-use inspections;
- hazards identified;
- Incidents and Near Misses;
- maintenance issues reported; and
- actions taken to manage safety risks.

The Club/ User must provide these records to Council upon request.
The Club/ User must cooperate with any investigation undertaken by Council in relation to an Incident, Near Miss or safety concern. This is in addition to any reporting requirements imposed by a sporting governing body, insurer or applicable law.

Failure to comply with the obligations of this clause may constitute a breach of this Agreement. Without limiting any other rights available under this Agreement, Council may require the Club/ User to implement corrective actions, provide additional safety documentation, undertake further risk management measures or suspend use of all or part of the Licensed Area where

Council reasonably considers that non-compliance presents an actual or potential risk to health or safety. Repeated or serious non-compliance with this clause may be taken into account by Council when considering the Club's continued use of the Facility, renewal of this Agreement or future allocation of Council-managed sporting facilities

27. Maintenance Responsibility Matrix
Refer to Licenced Area in accordance with Annexure B Schedule of Maintenance Responsibilities.

28. Events, Noise and Crowd Management
The Licensee must obtain Council's written approval for amplified sound, temporary structures, or events expecting attendance above fifty. The Licensee must comply with any curfew, noise limits and weather-related directions issued by Council and relevant authorities.

29. Force Majeure
Neither party is liable for any failure or delay in performing its obligations (other than payment) to the extent caused by events beyond its reasonable control, including natural disasters, epidemics, pandemics, government orders or directions, or emergency works. Council may suspend access where required for safety or compliance; booking fees will be credited (not refunded) for the affected period.

30. Security and Surveillance
The Licensee must not install any surveillance or security recording devices at the Licensed Area without Council's prior written consent. If consent is given, the Licensee must implement appropriate signage, access controls and retention limits and must manage any personal

information and footage in accordance with the Privacy and Data Protection Act 2014 (Vic) and any applicable Council policy. Council may require the removal of any non-compliant device and the Licensee must comply at its cost. The Licensee must comply with Council's Privacy and Data Protection Policy in its collection, storage and handling of personal information.

31. 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 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.

DRAFT

LICENCE CONDITIONS

1 Grant

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

2 Licensee's Obligations (Positive)

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

2.1 Licence fee

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 7 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 10 of the Schedule without demand, deduction, set off or abatement.

2.2 Rates and Taxes

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed premises.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 Indemnity

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

2.4 Public Liability Insurance

A public liability insurance policy over the Licensed Area (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 16 of the Schedule), which is endorsed (as follows), to note:

> 'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Energy, Environment and Climate Action its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 16 of the Schedule for any one occurrence.'

2.5 Maintenance

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

2.5.1.1 Keep the licensed Area free of pest animals and weeds;

2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 Fire Protection Works

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

2.7 Condition at Termination

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

2.8 Notice of Defects and other matters

2.8.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed Area and of any circumstances likely to cause any damage risk or hazard to the licensed Area or any person on it;

2.8.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed Area and full details of the circumstances of it;

2.8.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and

2.8.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 Compliance with Law

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

2.10 Arrears and Interest

2.10.1 Pay to the Licensor: -

2.10.1.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the ***Penalty Interest Rates Act 1983*** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;

2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

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

3 Licensee's Obligations (Negative)

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

3.1 Use of Licensed premises

Use the licensed Area for any purpose other than the specified purpose referred to in Item 12 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do nor cause or permit anything to be done which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed Area or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

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

3.4 Hazardous Chemicals

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

3.5 Assignment

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

3.6 Licensor's Entry

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

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

3.6.1.2 inspection; or

3.6.1.3 any other lawful purpose.

3.7 Void insurance

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

3.8 Erection of Improvements

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

4 General Conditions

4.1 Termination upon Default

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

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval Licensed Area of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Ownership of Improvements

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

4.4 Licensee's Chattels

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed Area and forthwith make good all damage caused to the licensed Area by the affixing, retention or removal Area of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 Licensor may remove and dispose of Licensee's chattels

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

4.6 Licensor's Agents

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

4.7 Notices

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

4.8 Debt recovery

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

4.9 Additional Approvals

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

5 *Definitions*

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

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

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

"**Department**" means the Department of Energy, Environment and Climate Action or its successor in law;

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

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

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

"**licensed premises**" means the land and structures described in Item 10 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Energy, Environment and Climate Action or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

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

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

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

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

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

"**Secretary**" means The Secretary to the Department of Department of Energy, Environment and Climate Action the body corporate established under the *Conservation, Forests and Lands Act 1987*;

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

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

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

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

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

6 *Interpretations*

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

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

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

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

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

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

Annexure A – Plan of Licensed Area

Lords Licensed Area



Red = New Lords Pavillion
Blue = Old Lords Pavillion

College Park – Field 2



Bonnie Doon Recreational Licensed Area



DRAFT

Annexure B – Schedule of Maintenance Responsibilities

Lords Oval, College Park – Field 2 and Bonnie Doon Recreational Licensed Area

Item	Council Responsibility	User Group Responsibility
Licensed Area fencing	Fences around playing surface Major and minor maintenance where funds allow	Undertake regular inspections of Licensed Area fencing during season Report any major structural damage to Council Damaged caused by misuse
Sponsorship signage	Approval of location and design	Seek Council approval of signage before installation Purchase, maintenance, repair and replacement costs
Scoreboards	Approval of location, design and type	Purchase, maintenance, repair and replacement costs Cost for installation and removal All utility costs where applicable
Cricket pitches and cricket nets	Asset inspections Notify Council of issues and near misses	Levelling of soil during the season and matches to maintain safety. Maintenance and pitch preparation Any existing approved storage location may continue to be used unless otherwise agreed by the parties.
Reserve lighting and poles	Grant assistance with funding upgraded set of training lights Purchase, installation, maintenance, repair and upgrade costs.	Any works are to have prior written approval from Council and be undertaken by professional contractors in accordance with all legislation and Council requirements. Any concerns or cracking should be reported to Council immediately

Item	Council Responsibility	User Group Responsibility
Building		
Electrical Wiring and Fittings in Building	All building wiring from the main supply to and including the switchboard.	Report any faults to Council Cost of repairs if damage caused by misuse
Light Fittings and Globes	Repair or replace faulty fittings Replace globes/lamps (energy efficient)	Cost of repairs if damage caused by misuse Cost of any additional light fittings required Keep clean

Exhaust Fans	Repair or replace faulty fittings	Keep clean and maintain in operable condition Cost of repair and replacement as required if caused by misuse
Power Points	Repair or replace faulty power points	Cost of repairs if damage caused by misuse Cost of any additional power points required
Tag and Testing of Non-Hardwired Electrical Equipment	No responsibility	Tag and testing as per legislation by a licensed contractor
Plumbing and Electrical : Any works undertaken must have written Council approval prior to works beginning and be carried out by a licenced contractor.		
Internal Toilets	Repair or replace faulty fittings	Keep clean Report leaks or faults Pay for repairs if misused
Plumbing and Fixtures, including Hot Water Services	Major maintenance Purchase, installation, maintenance, repair and replacement costs due to age or fault	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 Safety Measures		
Fire Extinguishers, Hydrants and Hose Reels	Installation of required equipment and servicing Responsibility for statutory signage (e.g. emergency exits, fire safety).	Cost of replacement due to misuse Report any faults to Council
Emergency and Exit Lighting	Installation, maintenance, repair and replacement costs Responsibility for statutory signage (e.g. emergency exits, fire safety).	Report any faults to Council Initial installation and servicing
Emergency Repairs and Infrastructure Renewal	Major works to replace or upgrade physical structure Urgent safety repairs	Report issues to Council immediately Liaise with Council for long-term planning for consideration in Asset Plans and potential Capital Works budgets
Essential Services (incl. smoke alarms, fire exit doors)	Servicing and inspection of Essential Safety Measures Responsibility for statutory signage (e.g. emergency exits, fire safety). Ensure emergency floor plans are current	Induction of facility users Ensure emergency floor plans are visible at all times and users are familiar with emergency procedures

Tag and Testing of items that form part of the building	Tag and testing as per legislation by a licensed contractor	No Responsibility
Item	**Council Responsibility**	**User Group Responsibility**
Security		
External Locks and Keys	Require access to electrical switchboard and meter boxes Any change to external locks/doors hardware will be undertaken by Council	Allow access to building Installation, maintenance, repair and replacement costs due to misuse Ensure Council have access to the Building, switchboard and meter boxes when required
Security System	Service and maintenance (if installed) Any further upgrades required to be assessed within available budget	Any access or security systems (including CCTV) must have prior written Council approval before installation. Appropriate signage must be installed for CCTV in line with Privacy Legislation, and no systems are permitted in private areas (e.g., bathrooms, change rooms). Cost of repairs and maintenance due to misuse Clean and de cobweb ensure operating effectively
Security lighting around Reserve	Initial installation in new or redeveloped facilities as determined by available funding Maintenance, repair or replacement due to age or structural fault	Cost of any specific club requirements
Vandalism (internal)	No responsibility except where damage exceeds Council's excess (approx. $3,000). Council to submit claim	Cost of all repairs up to Council's insurance excess if damage is to be found due to misuse.
Vandalism (external)	No responsibility except where damage exceeds Council's excess (approx. $3,000). Council to submit claim	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	Major structural maintenance Repair or replacement due to item age or fault	Repairs due to misuse
Painting of Ceilings, Walls and Other Surfaces	Repair or replacement due to item age or fault External painting	Repairs due to misuse

Ceilings	Repair or replacement due to item age or fault Major structural maintenance	Repairs due to misuse
Doors	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	Regular cleaning and repair due to misuse.
Item	**Council Responsibility**	**User Group Responsibility**
Floor Surfaces and Coverings	Major structural maintenance	Any repair, maintenance, upgrade and replacement costs due to misuse
Roofs	Maintenance, repair or replacement due to age or structural damage	No responsibility
Skylights	Maintenance, repair or replacement due to age or structural damage.	Repair if damage through misuse
Guttering	Maintenance, repair or replacement due to age or structural damage	Repair if damage through misuse
External and Internal Walls	Structural maintenance Repainting as required within budget availability	Repair if damage through misuse Patch repair and paint holes in walls through damage
Building Alterations	Assessing all requests and if approved, ensuring satisfactory completion of work, even when totally funded by the user group	Seek Council approval
Internal Fittings		
Window Coverings	Installation, cleaning, repair and replacement	Repair and replacement due to misuse
Heating/Cooling fixtures	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.	Repair and replacement due to misuse

DRAFT

Other Permanent Fixtures	Initial installation of basic equipment as part of sporting complex	Regular cleaning of all fixtures and repair/replacement
Canteen / Kitchens (where applicable)		
Food handling areas	Installation, cleaning, repair and replacement of basic equipment cupboards, sink and bench tops	Keep clean and maintain in accordance with the Health Act Upgrade and replacement costs
Stoves and cooking equipment	Installation, cleaning, repair and replacement of basic equipment	Keep clean and maintain in operable condition Comply with Environmental Health requirements Repairs, maintenance, upgrade and replacement costs
Item	Council Responsibility	User Group Responsibility
Refrigerators and dishwashers	No responsibility	Purchase, installation, repair, replacement and maintenance costs
Utilities		
Water	Initial installation of water supply Cost of Supply and Usage Any required maintenance, repair, replacement, or upgrade to the facilities water supply	Use of water-efficient appliances and equipment When installing or replacing fixtures (e.g., taps, toilets, dishwashers), choose products with high water efficiency ratings (e.g., WELS-rated appliances). Repair of leaks as soon as possible If you notice dripping taps, leaking pipes, or faulty fixtures, act quickly to prevent water waste and potential damage. Report major leaks to Council immediately. Ensuring water-saving initiatives to conserve water Implement measures like signage to encourage responsible water use, install aerators on taps, and avoid unnecessary water consumption during cleaning or other events.
Electricity	Council will be responsible for 100% electricity costs associated with the facility. New Lords Pavilion has solar and batteries installed.	Use energy-efficient appliances Report major issues to Council Implement energy-saving initiatives (e.g., signage, turning off appliances and heating/cooling when exiting). The Licensee's annual licence fee has been determined having regard to the Licensee's licensed use and occupation during the approved cricket season.

		The Licensee is not separately responsible for electricity costs outside its approved licensed use period.
Gas	Any required maintenance, repair, replacement, or upgrade to the facilities gas supply	No responsibility
Telephone, Communications & ICT Internet	No responsibility	All installation, connection, maintenance, repair, replacement, upgrade, and usage/equipment costs Responsibility for Wi-Fi or network infrastructure and payment of service
Insurance	Council to maintain insurance policy for the building	Maintain a current insurance policy for contents and public liability of $20 million per occurrence.
Waste Collection (within Council garbage collection)	Pay costs associated with standard garbage and recycling collection i.e one bin of each type.	Picking up rubbish around the Licensed 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 Ensure large volumes are taken to nearest Waste Transfer Centre at User Group's cost
Environmental sustainability	No responsibility	Ensure waste minimization, recycling initiatives, and appropriate disposal of food scraps.
Other		
Event or temporary structure approvals	No responsibility	If the user group installs marquees or temporary facilities (other than gazebos not exceeding 3m x 3m used for shade on match days or training sessions, which do not require approval provided they are securely weighted or tied down and removed after use), prior written Council approval is required, and the user group must ensure compliance with all relevant safety standards and regulations, including ensuring structures are securely tied down.
OH&S Requirements	Issues handled jointly with Delatite Cricket Club	Notify Council
Pest Control	All structural pest control i.e., Termites	Ensure waste is appropriately sorted to reduce vermin, ants, etc Setting pest traps

DRAFT

Item	Council Responsibility	User Group Responsibility
Other equipment /facilities added to a Group (Inc. Furniture)	No responsibility	All maintenance, repair and replacement costs Insurance of equipment and contents
No Smoking	Advise User Group of Council's NO Smoking Policy	Ensure no smoking or vaping occurs in the building or within 5m of any doorway or window Display No Smoking signage Ensure cigarette butts are picked up and disposed of properly
Landscaping and Grounds		
Grass Cutting, Brush Cutting & Spraying of Grounds	Council responsibility	Basic maintenance to support amenity and safety Additional grass cutting as required Volunteer/community working bees
Trees	Tree inspections Any tree works as required New tree installations as determined by Field Operations, including associated watering during the establishment period	Report dangerous trees to Council Assist with watering any new trees during the establishment period and continue watering as required after establishment

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.

DRAFT