

DATE

2021

Between

Lithgow City Council

(ABN 59 986 092 492)

and

Australian Caravan Club Limited

(ACN 121 300 856)

MEMORANDUM OF UNDERSTANDING

Lithgow City Council

180 Mort Street

LITHGOW NSW 2790

Tel: (02) 6354 9999

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BETWEEN:

Lithgow City Council (ABN 59 986 092 492) of 180 Mort Street, Lithgow NSW 2790 (**LCC**)

AND

Australian Caravan Club Limited (ACN 121 300 856), having its registered office at Level 2, Unit2, 27A Howard Street, Nambour 4560 (**ACCL**)

BACKGROUND

- A. LCC is the Crown Land Manager of Lot 1 in DP1123449 situate at Geordie Street, Lithgow and locally known as 'Tony Luchetti Sportsground and Showground'.
- B. ACCL wishes to use that part of the Tony Luchetti Sportsground and Showground framed in bold on the plan annexed (**the Property**) for its annual National Muster to be held in October 2022 (**National Muster**).
- C. The parties wish to enter this Memorandum of Understanding (**MOU**) to set out the framework for the arrangement regarding the National Muster.
- D. The terms of this MOU are not exhaustive and the parties intend to enter a formal licence agreement by 30 November 2021.

The Parties agree as follows:

1. Duration of MOU

This MOU will apply from the date it is signed by both parties and will continue to apply until the earlier of:

- (a) the parties enter a licence agreement; or
- (b) either party gives notice in writing to the other that it no longer wishes to proceed with the arrangement. Such notice will be deemed given if sent:

(i) to Lithgow City Council, by email to council@lithgow.nsw.gov.au;

(ii) to Australian Caravan Club Ltd, by email to secretary@australiancaravanclub.com.au.

2. Duration of the National Muster

The National Muster will operate from Wednesday 12 October 2022 until Sunday 24 October 2022 inclusive (**Term**).

3. Property

(a) During the Term LCC will make the Property available to ACCL.

(b) As the Property is Crown Land, an agreement for use of the Property will be established by way of a licence agreement between ACCL and LCC. The licence agreement must be approved by a resolution of Council, placed on public exhibition for 28 days, and due consideration be given to any submissions received.

(c) LCC will take steps to satisfy the requirements of clause 3(b) by 30 November 2021.

4. Equipment and infrastructure

LCC will provide the following equipment and infrastructure during the Term:

- Generators
- Power distribution
- Showers
- Water supply to vans (materials only)
- Waste water collection tanks

5. Ground staff

LCC will provide 3 ground staff for 4 hours per day for 7 days. During this time, ground staff will remove rubbish and attend to grey water disposal. For the avoidance of doubt, ground staff will not clean toilets or showers or perform other services.

6. Event Fee

- (a) LCC estimates that the cost to accommodate the National Muster is in the vicinity of \$42,000.00. LCC will confirm the precise cost by 31 January 2022 and the precise cost will constitute the **Event Fee**.
- (b) ACCL agrees to pay the Event Fee plus GST to LCC as follows:
 - (i) 50% of the total by 30 June 2022; and
 - (ii) the balance to be paid by 30 September 2022.

7. Cancellation

- (a) If ACCL cancels or postpones the National Muster after [DATE TO BE INSERTED BEFORE SIGNING MOU – DETERMINED BY THIRD PARTY CANCELLATION/REFUND POLICY], ACCL agrees to reimburse LCC for any out of pocket costs incurred by LCC in preparedness for the National Muster, and LCC will provide evidence to ACCL of such out of pocket costs.
- (b) If LCC cancels the National Muster for public health or safety reasons prior to the event, LCC agrees to sustain any out of pocket costs incurred.
- (c) ACCL and its members will agree not to make any claim against LCC in relation to a cancellation under clause 7(b).

8. Event attraction package

- (a) ACCL has applied to LCC for an Event Attraction Package in the sum of \$5,000 (**EAP**).
- (b) If the EAP is approved, it may only be utilised if the National Muster proceeds. For the avoidance of doubt, the EAP may not be used to reimburse LCC for out of pocket costs referred to in clause 7(a) above or any other purpose.
- (c) If the EAP is approved and the National Muster proceeds, the EAP will be credited to the Event Fee.

9. Variation of this MOU

The parties may agree to vary any of the provisions of this MOU, but such agreement must be in writing and signed by both parties.

EXECUTED by Lithgow City Council (ABN)
59 986 092 492) by its duly Authorised)
Officer in the presence of:)

.....
Witness signature

.....
Craig Butler
General Manager

.....
Witness name

.....
Witness address

EXECUTED by Australian Caravan Club)
Limited (ACN 121 300 856) pursuant to)
section 127(1) of the Corporations Act)
2001

.....
Director

.....
Director/Secretary