

DATE

2021

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Between

**LITHGOW CITY COUNCIL  
(ABN 59 986 092 492)**

and

**WALLERAWANG INDOOR SPORTS ASSOCIATION INC.  
(ABN 42 954 842 448)**

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**LICENCE AGREEMENT  
FOR USE AND MANAGEMENT OF  
WALLERAWANG INDOOR SPORTS CENTRE**

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**Lithgow City Council**  
180 Mort Street  
LITHGOW NSW 2790  
Tel: (02) 6354 9999  
Fax: 6351 4259  
Email: [council@lithgow.nsw.gov.au](mailto:council@lithgow.nsw.gov.au)

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**"Department"** means the Department of Education and Communities of the State of New South Wales or its successor.

**"Easement"** means Easement Registered No AM119192 over part of the school land, which provides access to the Carpark and the Centre.

**"Expiry Date"** means 31 October 2023.

**"Fund"** means the fund referred to in Clause 9 of this Licence Agreement.

**"Guidelines"** means the Licensee's management plan and guidelines adopted by the Committee for the management and operation of the Centre, a copy of which is annexed hereto and marked "C".

**"Joint Use and Management Agreement"** means the agreement between Lithgow City Council and the Minister for Education dated 14 December 2016 in relation to the use and management of the Centre and the Carpark, a copy of which is annexed hereto and marked "D".

**"Land"** means the land owned by the Licensor and comprised in certificate of title folio identifier 21/1217065.

**"Law"** means any requirement of any statute, regulation, regulatory instrument, proclamation or common law present or future, whether local, state, federal or otherwise.

**"Licence Fee"** means \$1 per annum.

**"Licensor"** means Lithgow City Council, its successors or assigns.

**"Manager"** means the Manager Property, Assets Management Directorate of the Department and includes the person for the time being acting in that position.

**"Minister"** means the Minister for Education, and includes the successors in office of the Minister.

**"Option Term"** means a term of twenty (20) years.

**"Option Term Commencing Date"** means 1 November 2023.

**"Option Term Expiry Date"** means 31 October 2043.

**"Principal"** means the principal of the School and includes the person for the time being acting in that position.

**"Purpose"** means social, educational, cultural, recreational and sporting activities to the School, members of the public and to bodies or associations wishing to conduct such activities.

**"School"** means the Wallerawang Public School.

**"Term"** means the period from the Commencing Date until the Expiry Date.

1.2. Except where the context otherwise requires:

- (a) A word importing the singular number shall be regarded as importing the plural number and vice versa; and
- (b) A reference to a Clause, Recital or Schedule is a reference to a Clause, Recital or Schedule to this Licence Agreement and a reference to a Paragraph is a reference to that Paragraph in the Clause in which the reference occurs.

## **2. TERM**

This Agreement will continue in force for the Term from the Commencing Date until the Expiry Date, unless previously terminated as provided in this Licence Agreement.

## **3. OPTION TERM**

If the Licensee wishes to renew this Licence Agreement from the Option Term Commencing Date it may do so only if:

- (a) it gives the Licensor notice of renewal in writing not less than 3 months and not more than 6 months prior to the Expiry Date; and
- (b) at the time of serving notice on the Licensor all obligations of the Licensee under this Licence Agreement have been complied with or remedied in accordance with the terms of any notice to remedy given to the Licensee.

## **4. LICENCE FEE**

4.1. The Licensee must pay the Licence Fee to the Licensor, or as otherwise directed by the Licensor, on or before 1 November each year.

4.2. The Licensee acknowledges that this Licence Agreement and the Licence Fee is contingent upon the Licensee maintaining its registration as a not-for-profit association under the *Associations Incorporation Act 2009* and continuing to operate the Centre in this capacity.

## **5. CLASSIFICATION OF LAND - COMMUNITY LAND**

5.1. The Licensee acknowledges that:

- (a) the Land is classified as community land within the meaning of Division 1 of Part 2 of Chapter 6 of the *Local Government Act 1993* and Division 2 of Part 2 of Chapter 6 of the *Local Government Act 1993* governs the way the Land can be used; and
- (b) a licence for community land may be granted only in accordance with an express authorisation in a plan of management; and
- (c) the Licensor's 2013 Generic Plan of Management authorises the granting of a licence for, inter alia:

- (i) the playing of organised and informal sporting activities and the use of associated facilities including clubrooms, change rooms, public toilets, etc; and
- (ii) refreshment kiosks and restaurants; and
- (iii) community activities.

5.2. This Licence Agreement (and any sub-licence requested under clause 15) must be authorised under a plan of management, placed on public notice and exhibition and be approved by the Minister for Local Government in certain circumstances.

5.3. The Licensee acknowledges the requirements set out in this clause 5 and must not do anything on the Land that would cause a breach of the Licensor's governance requirements for community land under the *Local Government Act 1993*.

## **6. USE AND MANAGEMENT OF THE CENTRE**

6.1. The Licensor will make the Centre available in accordance with this Licence Agreement for the Purpose.

6.2. The Licensee has established and will maintain a Committee in accordance with its Constitution. The Committee is responsible for overseeing the operation of the Centre, including the promotion, management, care and control of the Centre, in accordance with the Guidelines.

6.3. By 30 September each year during the Term the Licensee must provide to the Licensor a copy of:

- (a) the minutes of its last annual general meeting; and
- (b) financial statements lodged with the secretary in accordance with Part 5 of the *Associations Incorporation Act 2009*; and
- (c) its register of members, established under clause 2 of schedule 1 of the *Associations Incorporations Act 2009*; and
- (d) its register of committee members, established under section 29 of the *Associations Incorporation Act 2009*.

6.4. Subject to the approval of the Minister and the Licensor, the Licensee may amend its Constitution or Guidelines **PROVIDED THAT** should there be any inconsistency with the provisions of the Constitution or the Guidelines and this Licence Agreement then the provisions of this Licence Agreement shall prevail.

## **7. USE OF CENTRE BY SCHOOL**

The Licensee acknowledges and agrees that:

- (a) This Agreement operates contemporaneously with the Joint Use and Management Agreement and should there be any conflict between the provisions of this Licence Agreement and the rights of the Minister for Education under the Joint Use and Management Agreement, the provisions of the Joint Use and Management Agreement shall prevail, unless otherwise agreed in writing by the Licensor and the Minister.
- (b) On weekdays during school terms (public holidays excepted) the Minister is entitled to the exclusive use of the Centre and the Carpark for use by the School between the hours of 8.00am and 4.00pm.
- (c) If the Centre is required for school purposes at any time outside the hours specified in sub-clause 7(b) then the Principal may make application to the Licensee for the use of same and the School will have priority to use the Centre for all of its requirements provided that such booking is within one month of the date of application and there is no prior booking when the Principal makes the application.
- (d) No charge will be made for the use of the Centre for normal school purposes pursuant to sub-clauses 7(b) and 7(c).
- (e) If, on any occasion, the Centre is not required for school purposes between the hours specified in sub-clause 7(b), the Principal may consent (such consent not to be unreasonably withheld) to the Centre being hired or used at the discretion of the Licensee.

## **8. USE OF CENTRE BY LITHGOW DISTRICT NETBALL ASSOCIATION AND OTHER DULY CONSTITUTED SPORTS ASSOCIATIONS**

- 8.1. The parties acknowledge that in or about 2002-2003 Lithgow District Netball Association ("LDNA") agreed to relocate their netball competition to the Centre and subsequently made a financial contribution, via grant funding, towards the construction of four outdoor courts.
- 8.2. In recognition of the matters set out in clause 8.1, the Licensee shall ensure that LDNA has exclusive use of the outdoor courts, and priority use of the Centre, for the netball competition during the running of the regular Saturday competition between March and September each year during the Term.
- 8.3. The Licensee shall ensure that other duly constituted community sports associations, approved by the Licensor from time to time, wishing to run a regular competition at the Centre shall have priority use of the Centre during the running of their regular competition.

## **9. MANAGEMENT OF FUNDS**

- 9.1. The Licensee may determine and charge fees and the payment of a security bond for the hire of the Centre. The fees and bond will form a Fund that the Licensee has the management, care and control of in accordance with this Licence Agreement.

- 9.2. The Licensee may authorise payments from the Fund for the proper and normal running expenses of the Centre, including payments for the purchase of items of equipment, furniture, fittings or other facilities, which are for the purposes of the Centre.
- 9.3. If there are any funds remaining after the payment of such expenses and the purchase of such items, the remainder may be used at the discretion of the Licensee for the purpose of carrying out improvements and repairs to the Centre from time to time approved by the Minister and the Licensor and for such other purposes as may be approved by the Minister and the Licensor.
- 9.4. If, at the termination or expiry of this Licence Agreement, there are funds remaining that have not been allocated for payments under clauses 9.2 or 9.3, then the Minister and the Licensor will be entitled to such funds in the proportion they contributed as set out in Recital C of the Joint Use and Management Agreement.

## **10. APPROVALS AND IMPROVEMENTS**

- 10.1. The Licensee must first obtain the written approval of the Manager and Licensor before undertaking any structural alteration, addition or improvement to the Centre, or installing any permanent fixture to the Centre.
- 10.2. The parties may agree that the Fund is to be used to pay for any such alterations, additions or improvements to the Centre. If the Fund does not contain sufficient funds to pay for such alterations, additions or improvements, then the same will be paid for by the Licensor if the Licensor determines that the alteration, addition or improvement is justified.

## **11. OWNERSHIP OF EQUIPMENT/FITTINGS ETC.**

- 11.1. The parties agree that any items of equipment, furniture, fittings or facilities, which are in the Centre, or which are subsequently purchased by the Licensee during the term of this Licence Agreement, are owned by the Licensor and the Licensee must not encumber, secure, charge or mortgage any items of equipment, furniture, fittings or facilities or any part thereof.
- 11.2. In the event of termination or expiry of this Licence Agreement the items of equipment, furniture, fittings and facilities referred to in clause 11.1 and all other items of equipment, furniture, fittings or facilities, will be retained by the Licensor.

## **12. CLEANING, MAINTENANCE, REPAIRS**

- 12.1. The Licensee will arrange to keep clean the Centre and appurtenances when it is in use and will attend to all arrangements for the hire of the Centre during the periods when the School is not open for students.
- 12.2. The Licensee will be responsible for the caretaking and general security of the Centre when the Centre is available for use by a hirer and otherwise unavailable for the use of students of the School.
- 12.3. The Licensor must maintain in a state of good condition and serviceable repair the:



- (a) essential services;
- (b) the roof;
- (c) the ceiling;
- (d) the external walls and external doors and associated door jambs
- (e) the floors of the premises, provided the Licensee complies with the floor maintenance program, a copy of which is annexed and marked "E",

and must fix structural defects, unless the defects were caused by the Licensee, in which case the Licensee must fix the structural defects.

- 12.4. The Licensee must otherwise maintain the Centre in its condition at the Commencing Date and promptly do repairs needed to keep it in that condition, but the Licensee does not have to alter or improve the Centre or repair damage due to fair wear and tear.

Upon the Expiry Date or sooner termination, the Licensee must deliver up the Premises to the Licensor in the condition and state of repair at the Commencing Date, fair wear and tear excepted.

### **13. HIRE OF CENTRE**

The Licensee will determine the arrangements for hire of the Centre. The Licensee may arrange for bookings for the hire of the Centre and may appoint or hire a booking officer or agent through which booking arrangements may be made.

### **14. DAMAGE OF CENTRE**

Subject to clause 23.1, the Licensor agrees to repair or replace promptly, at least to the standard existing immediately prior to the damage, the Centre and its contents or any part thereof partially destroyed or damaged by fire, storm or tempest or other force majeure event.

### **15. NO ASSIGNMENT, NOVATION OR SUB-LICENCE**

- 15.1. This Licence is personal to the Licensee and Licensor and neither party shall assign this Licence nor grant any sublicense without the prior written consent of the other party.
- 15.2. The Licensee must not sub-licence any part of the Centre without the Licensor's prior written consent, which the Licensor may withhold in its absolute discretion.
- 15.3. A request for the Licensor's consent to sub-licence any part of the Centre must be made in writing to the Licensor, and the Licensee must provide such information about the proposed sub-licensee as the Licensor may reasonably request.
- 15.4. The Licensee must pay the Licensor's reasonable legal costs (if any) in connection with any consent of the Licensor.

### **16. INSURANCES AND INDEMNITIES**

- 16.1. The Licensor must keep and maintain the following insurances:

- (a) public liability insurance for at least \$20,000,000 (for each accident or event);
- (b) workers' compensation insurance for its officers, employees, agents or contractors;
- (c) building insurance for the Centre against theft, malicious damage, fire, storm or tempest or other force majeure event;
- (d) property insurance for equipment and contents against theft, malicious damage, fire, storm or tempest or other force majeure event.

16.2. The Licensee must keep and maintain the following insurances:

- (a) public liability insurance for an amount of not less than \$20,000,000 (for each accident or event);
- (b) workers compensation for its members, officers, employees, agents or contractors;
- (c) any other insurances required by law that the Licensee is required to maintain.

16.3. The Licensee indemnifies the Licensor and keeps the Licensor indemnified against all claims against the Licensor as a consequence of the Licensee's:

- (a) use of the Centre; and/or
- (b) default or negligence,

except if and to the extent that a Claim arises because of the Licensor's default or negligence.

16.4. The Licensee releases the Licensor from any Claim which the Licensee may have against the Licensor in connection with or arising from the Licensee's use of the Centre, unless the Claim arises from the Licensor's default or negligence.

## **17. ACCESS**

The contractors authorised by the Licensee will be entitled to have access to the Land for the purpose of complying with instructions of the Licensee as regards cleaning, maintenance and security of the Centre as required by this Licence Agreement PROVIDED THAT such access will be had at such times as may be approved by the Principal and in having such access and complying with such obligations the contractors will not unduly interfere with the activities of the staff or students at the School.

## **18. SCHOOL PROPERTY**

Nothing contained in this Licence Agreement entitles the Licensor or the Licensee or any invitee to use any building structure, facility, fixture, fitting equipment or appliance within the grounds of the School other than the Carpark in accordance with the terms of the Carpark Licence.

## **19. SIGNS AND ADVERTISING**

Notwithstanding any other provision of this Licence Agreement the Licensee must not, without the prior approval in writing of the Licensor, erect, display, affix or exhibit on or to the exterior of the Centre any signs, lights, embellishments, advertisements, names or notices PROVIDED HOWEVER that the Licensor will not withhold consent in respect of a sign which identifies the Licensee and which otherwise conforms with the standard signs contained in other parts of the Centre or advertises such activities which the Licensee may be conducting in the Centre.

## **20. UTILITY SERVICES**

The Licensee is responsible for connection to service providers, and payment of all service and usage charges for telephone, gas, water and electricity which may properly be assessed in respect of the Centre. The Licensor must sign, within seven (7) days of request, any documents required by the Licensee to facilitate the Licensee's connection to services.

## **21. NOTICES**

Any notice given under this Licence Agreement:

- (a) must be in writing addressed to the intended recipient at the address shown below or the address last notified in writing by the Licensee or the Licensor (as appropriate):
  - (i) The Secretary  
Wallerawang Indoor Sports Association Inc.  
Wallerawang Indoor Sports Centre  
Barton Avenue  
WALLERAWANG NSW 2845  
Facsimile: (02) 6355 7877
  - (ii) The General Manager  
Lithgow City Council  
180 Mort Street  
LITHGOW NSW 2790  
Facsimile: (02) 6351 4259
- (b) must be signed by an authorised representative of the sender; and
- (c) will be taken to have been given or served:
  - (i) in the case of delivery in person, the date of delivery;
  - (ii) in the case of being sent by ordinary post, two business days after it was posted; and
  - (iii) in the case of delivery by facsimile transmission, when a confirmation report is received showing confirmation or receipt.

## **22. DISPUTES**

- 22.1. In the event of any dispute or difference between the parties as to any matter or thing arising out of this Licence Agreement, and if after diligent efforts to resolve the dispute or difference it remains unresolved, the parties may submit the matter to an agreed independent third party for dispute resolution and both parties shall abide by the ensuing decision.
- 22.2. The parties must share equally the fees and out of pocket expenses of the independent third party for the decision, and bear their own expenses.
- 22.3. The parties agree to continue performing their obligations under this Licence Agreement while the dispute or difference is being dealt with in accordance with this clause 22.

## **23. TERMINATION**

### **23.1. Termination due to acquisition or force majeure event**

Notwithstanding any other provision of this Licence Agreement:

- (a) if the Centre or any part thereof is acquired by compulsory process for any public purpose; or
- (b) if the Centre is totally destroyed or damaged by fire, storm, tempest or other force majeure event; or
- (c) if the Centre is partially destroyed or damaged by fire, storm, tempest or other force majeure event to the extent that the Centre cannot be used for the Purpose and Licensor elects not to repair or rebuild the Centre after its damage,

then either party may terminate this Licence Agreement by giving the other three (3) months' notice in writing.

### **23.2. Termination for breach**

If and whenever there is a breach by the Licensee of any of the terms or conditions of this Licence Agreement, the Licensor may provide the Licensee with a notice in writing specifying the nature of the breach and requiring the Licensee to rectify the breach within the period specified in the notice. The period specified in the notice must, in the opinion of the Licensor, be reasonable having regard to the nature of the breach. If the Licensee has not rectified the breach to the Licensor's reasonable satisfaction by the expiration of the period specified in the notice, the Licensor may terminate this Licence Agreement by giving one (1) months' notice in writing to the Licensee but without prejudice to any Claim which the Licensor may have against the Licensee in respect of any breach of this Licence Agreement.

### **23.3. Termination due to expiry or termination of Carpark Licence and/or Easement**

- (a) Annexed to this agreement and marked "F" is a plan identifying the location of the Centre, the Carpark and the Easement AM119192.
- (b) The parties acknowledge and agree that the continuation of this Licence Agreement is subject to and conditional upon the continuation of the Carpark Licence and Easement.

- (c) In the event that the Carpark Licence is terminated or expires and/or the Easement is released, varied or modified, resulting in restricted access to the Centre, this Licence Agreement will automatically terminate, and neither party will be liable for compensation to the other or entitled to make a Claim against the other.

## **24. GENERAL COVENANTS – THE LICENSEE**

### **24.1. Compliance with laws**

The Licensee must comply with all laws, statutes, regulations, orders and requirements of all relevant authorities with regard to the conduct of its activities at the Centre, including but not limited to the supply of foodstuffs at the Centre, employment of persons and work health and safety.

### **24.2. Waiver, Variation**

None of the provisions of this Licence Agreement shall be taken either at law or in equity to have been varied, waived, discharged or released by the Licensor or the Licensee except by express agreement by both parties.

### **24.3. Floor Overloading**

The Licensee must not, and must not allow, anything to be done that may overload the walls or floors of the Centre that might cause strain or sag to the walls or floors or otherwise cause damage.

### **24.4. Sanitary facilities**

The Licensee must not use, or allow to be used, the toilets, sinks and drainage and other plumbing facilities in the Centre for any purpose other than the purpose for which they were constructed.

### **24.5. Pest Control**

The Licensee must take all reasonable steps to keep the Centre free from rodents, vermin, insects, pests, birds and animals and if required by the Licensor engage, from time to time, pest exterminators approved by the Licensor.

### **24.6. Infectious Illness**

The Licensee must, in the event of any infectious illness occurring in the Centre, give notice to the Licensor and to the proper public authorities and thoroughly fumigate and disinfect the Centre to the satisfaction of the Licensor and such public authorities and otherwise comply with all reasonable and lawful requirements in this regard.

### **24.7. Notice of Defects**

The Licensee must give the Licensor prompt notice in writing of any accident or defect in any services or fixtures, fittings, plant or equipment in the Centre and of any circumstances likely to be or to cause any danger, risk or hazard to the Centre or any person at the Centre.

**25. MISCELLANEOUS**

**25.1. No Tenancy**

The parties acknowledge and agree that this Licence Agreement is not, and not to be construed as, a demise or be deemed to create any lease or tenancy in favour of the Licensee.

**25.2. No Partnership**

Nothing contained in this Licence Agreement shall be deemed to constitute a partnership between the parties.

**25.3. Governing Law**

This Licence Agreement is governed by the laws of New South Wales.

**25.4. Severability**

If any part of this Licence Agreement is void or voidable then that part is severed from this Licence Agreement but without affecting the continued operation of the remainder of the Licence Agreement.

**25.5. Rights Cumulative**

The rights and remedies under this Licence Agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

**EXECUTED** by the parties as an agreement

**EXECUTED** by **LITHGOW CITY** )  
**COUNCIL (ABN 59 986 092 492)** by )  
its General Manager pursuant to section )  
377 of the Local Government Act 1993, in )  
the presence of: )

.....  
Witness signature

.....  
General Manager

.....  
Witness name

.....  
Witness address

**EXECUTED** by **WALLERAWANG** )  
**INDOOR SPORTS ASSOCIATION INC.** )  
**(ABN 42 954 842 448)** by its duly )  
Authorised Officer in the presence of: )

.....  
Witness signature

.....  
Authorised Officer signature

.....  
Witness name

.....  
Authorised Officer name

.....  
Witness address

DRAFT

DATED

14 December

2016

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**MINISTER FOR EDUCATION**

("The Minister")

and

**CITY OF LITHGOW COUNCIL**

("The Licensee")

---

**LICENCE AGREEMENT FOR CAR PARKING AT  
WALLERAWANG PUBLIC SCHOOL**

---

LEA ARMSTRONG  
Crown Solicitor  
60-70 Elizabeth Street  
SYDNEY NSW 2000  
DX 19 SYDNEY

Tel: (02) 9224-5079  
Fax: (02) 9224-5077  
Ref: EDU53400885  
T02 Claire Armour



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## REFERENCE SCHEDULE

**THIS LICENCE AGREEMENT** is made the *14th* day of *December* 2016

**BETWEEN** MINISTER FOR EDUCATION of the State of New South Wales ("the Minister") of the one part

**AND** CITY OF LITHGOW COUNCIL ABN 59 986 092 492 of Council Chambers, Mort Street, Lithgow in the State of New South Wales ("the Licensee") of the other part

**WHEREAS:**

- A. The Minister is the registered proprietor of the Land ("the Land").
- B. The Licensee is a council established under the Local Government Act 1993.
- C. The parties intend that the Licensee may use an area within the School for car parking purposes.
- D. The parties have agreed to enter into this Licence for the purpose of setting out the terms and conditions of use of the Car Park.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. Definitions and Interpretation**

1.1 In this Licence unless the contrary intention appears:

"**Child Protection Procedures**" means the procedures to be followed in the document Responding to Allegations against Employees in the Area of Child Protection and the procedures for reporting concerns about suspected risk of harm to children and young people in the document Protecting and Supporting Children and Young People Policy and Procedure as amended or updated from time to time;

"**Car Park**" means the car park on the site of the School.

"**Commencement Date**" means the date specified in Item 4 of the Reference Schedule;

"**Department**" means the Department of Education and Communities of the State of New South Wales;

"**Land**" means the Land specified at Item 1 of the Reference Schedule;

"**Licence Fee**" means the fee referred to in clause 3;

**"Licensee"** includes its officers, employees, agents, contractors and invitees;

**"Manager"** means the Manager Property of the Asset Management Directorate of the Department of Education and Communities of the State of New South Wales and includes the person for the time being acting as such;

**"Minister"** includes the successors in office of the Minister and any delegate of the Minister authorised to execute the powers of the Minister in relation to this Licence;

**"Principal"** means the principal of the School;

**"Purpose"** means the purpose specified in Item 7 of the Reference Schedule;

**"School"** means the school specified in Item 2 of the Reference Schedule;

**"Term"** means the term of the licence referred to in Item 4 of the Reference Schedule.

## **2. Interpretation**

2.1 Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.
- (e) A reference to a clause is to a clause of this Licence.
- (f) A reference to any party to this Licence or any other agreement or document includes the party's successors and permitted assigns.

## **Part 2: Licence Grant and Financial Obligations of Licensee**

### **3. Licence**

3.1 In consideration of the Licence Fee and subject to the terms and conditions of this Licence the Minister grants to the Licensee, licence and authority to use the Car Park and the Land for the Purpose.

#### **4. Licence Fee**

##### **Fee**

- 4.1 The Licensee shall pay the Licence Fee to the Minister or as the Minister directs.
- 4.2 The Licence Fee is the amount specified in Item 5 of the Reference Schedule.

##### **Manner of Payment**

- 4.3 The Licence Fee is payable in the manner as specified in Item 6 of the Reference Schedule.

#### **5. Goods and Services Tax**

- 5.1 In this clause:

"GST" refers to the goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act") and the terms used in this clause have the meanings as they are defined in the *GST Act*.

- 5.2 It is agreed that the Licence Fee and any other monies that the Licensee must pay to the Minister are inclusive of GST.
- 5.3 The Minister agrees to deliver to the Licensee tax invoices for the supply in respect of the Licence Fee or other monies paid under this Licence, in a form that complies with the *GST Act* and the regulations, to enable the Licensee to claim input tax credits in respect of the taxable supply.

### **Part 3: Use of Premises**

#### **6. Term**

- 6.1 The Licence shall, subject to the provisions of clause 35, operate for the Term from the Commencement Date with an option to renew the Licence for a further term specified in Item 10 of the Reference Schedule. The Licensee may exercise the option in accordance with clause 34.

#### **7. Use**

- 7.1 The Licensee will use the Car Park and Land solely for the Purpose.

#### **8. Hours**

- 8.1 The hours of use will be as specified in Item 8 of the Reference Schedule. The Principal may grant an extension of these hours if the Licensee makes an application in writing to the Principal.

**9. Not Used****10. Public Risk**

- 10.1 The Minister will accept responsibility for the insurance of the Car Park in respect of public risk during the periods the Car Park is used for School purposes and the Licensee will accept responsibility for the insurance of the Car Park in respect of public risk during its use of the Car Park.

**11. Conditions of Use****Compliance with Minister's Requirements**

- 11.1 The Licensee will comply with all reasonable requirements of the Minister in matters pertaining to the use of the Car Park and the Land by the Licensee.

**Compliance with Laws**

- 11.2 The Licensee, will in all respects, observe and comply with the provisions of every law, statute, ordinance, rule, regulation or by-law for the time being in force and affecting the occupation or user of the Car Park and the Land.

**Minister to Approve Signs**

- 11.3 The Licensee is not permitted to exhibit any signs unless they are submitted to and approved by the Minister in writing.

**12. Damage to Car Park**

- 12.1 The Licensee will at its expense maintain and repair at its cost any damage to the Car Park and the Land caused by the Licensee.
- 12.2 The Licensee will ensure that it will keep the Car Park clean and tidy during the periods that it uses the Car Park.

**13. No Alcohol or Drugs**

- 13.1 The Licensee must not, under any circumstances at any time bring or permit or suffer to be brought into or be consumed on the Car Park any alcoholic beverage or any drug of any kind.

**14. Offensive Behaviour/Improper Conduct**

- 14.1 The Licensee will not, under any circumstances at any time permit or suffer any disorderly, riotous improper or offensive behaviour in the Car Park or on the Land

nor permit or suffer any person who is drunk or guilty of disorderly, improper or offensive conduct to be or to remain at the Car Park or on the Land.

- 14.2 The Licensee acknowledges and agrees that the Licensee will investigate any complaint of improper conduct and will ensure that if the Licensee determines that the conduct of any of the Licensee's employees, invitees or contractors is improper or inappropriate then such employees or contractors will cease to use the Car Park and the Land.

## **15. Minister's Staff**

- 15.1 Under no circumstances shall the Licensee be entitled to look to any employee of the Minister for assistance in carrying out any obligation under this Licence.

## **16. Access Routes**

- 16.1 The Licensee will ensure that all persons who enter the Land pursuant to this Licence use only the route or routes to and from the Car Park as the Principal will from time to time nominate or approve.

## **17. Child Protection**

- 17.1 The Licensee will comply with any directions made by the Principal and/or the Minister in matters pertaining to child protection and child safety.

- 17.2 The Licensee acknowledges that it:

- (a) has read and is aware of the Child Protection Procedures copies of which are available from the Department;
- (b) will ensure its employees and agents are aware of and have read the Child Protection Procedures;
- (c) will adopt and apply the Child Protection Procedures;
- (d) will comply and ensure compliance with any directions made by the Principal and or the Minister in matters relating to child protection and child abuse, such directions to be in accordance with the Child Protection Procedures, and including, but not limited to:
  - (i) a direction to dismiss any person in the management or employ of the Licensee whom the Minister or the Department reasonably believes after having considered and adopted the Child Protection Procedures so far as they are relevant, has engaged in improper conduct of a sexual nature against the child/children;

- (ii) directions as to the procedures to be followed by the Licensee in response to allegations of improper conduct of a sexual nature and/or child abuse by the Licensee's employees and agents;
- (e) will adopt and apply the current Code of Conduct issued by the Minister relating to child protection from abuse; and
- (f) will comply and demonstrate compliance with, if required by the Minister and to its satisfaction, the Advocate for Children and Young People Act 2014 for the purposes of employment screening for child-related employment.

## **18. Notice of Accidents and Damage**

- 18.1 The Licensee will give to the Principal prompt notice in writing of any accident to any person in the Car Park or on the Land or of any damage to the Car Park or of any defective, unsafe, weakened or faulty improvement or installation in the Car Park or on the Land.

## **19. Inspection**

- 19.1 The Minister, the Principal and any person authorised by either the Minister or the Principal shall at all times be at liberty without any notice to the Licensee enter the Car Park for the purpose of observing the manner in which the Car Park is being used or conducted or for the purpose of ascertaining whether the Licensee is complying with the provisions of this Licence.

## **20. Minister's Use of Car Park**

- 20.1 The Licensee acknowledges that the Minister and its employees, agents, contractors or invitees may use the Car Park at any time and from time to time.

## **Part 4: Indemnity and Insurances**

### **21. Indemnity**

- 21.1 The Licensee indemnifies the Minister and the State of New South Wales and its agents, employees and contractors ("those indemnified") against any action, claim, demand, loss, damage, liability, costs, charges or expenses (including solicitor and client costs), to which those indemnified incur or are liable for or in connection with:
- (a) any damage, loss, injury or death, to the extent caused or contributed to by the Licensee;
  - (b) any default by the Licensee under this Licence; and
  - (c) the use or occupation of the Car Park or the Land by the Licensee.



- 21.2 This indemnity shall apply despite any act or thing that the Licensee may be authorised or obliged to do under this Licence and despite any waiver that has been given to the Licensee.
- 21.3 This indemnity is a continuing obligation and remains in full force and effect after the expiry or other end of this Licence in respect of any act, deed, matter or thing happening before such expiry or other end.

## **22. Insurance**

### **Public Liability**

- 22.1 Without in any way limiting the liability of the Licensee under Clause 21.1, the Licensee will not later than the day following the date of the execution of this Licence take out and whilst this Licence remains in force, keep on foot in the name of the Minister and the Licensee with an insurer to be approved by the Minister, a policy of insurance (but limited to Twenty million dollars (\$20,000,000.00) or such other amount as the Minister may from time to time determine for any one (1) accident) so that the Minister is indemnified against all the matters mentioned or referred to in Clause 21.1 to which the Minister shall or may be liable.
- 22.2 The Licensee shall pay all premiums and other moneys payable in respect of all such insurances as the same when they are due and payable and provide evidence of such payments if requested by the Minister.

### **Workers Compensation**

- 22.3 The Licensee shall take out and will keep in force an appropriate workers' compensation policy with a licensed insurer under the *Workers Compensation Act 1987* in respect of any employees of the Licensee who are employed in connection with the Car Park.

## **Part 5: Default, Termination and Revocation**

### **23. Default and Termination**

- 23.1 If the Licensee breaches any of its obligations under this Licence and such breach is not remedied within the time required by the Minister then the Minister may by notice in writing to the Licensee terminate this Licence immediately and upon receipt of such notice the licence granted under this Licence is ended.

### **24. Essential Conditions**

- 24.1 The obligations of the Licensee under this Licence and specified as clause 24.2 are essential conditions, the breach of which entitles the Minister to immediately determine this Licence in accordance with this clause by notice in writing and

recover from the Licensee damages for the breach of that essential condition. Such damages may include for the loss of the benefit of the Licence for the period from the date of its end until the due date for the expiration of the Term subject to the Minister's obligation to endeavour to abate the loss.

24.2 The following are essential conditions:

- clauses 4, 7, 8, 11.2, 12, 14 and 23

## **25. Revocation**

25.1 The Licensee may revoke this Licence at any time after the date of this Licence and, in such event, no claim for compensation for expenditure on the Car Park or otherwise shall be made against the Minister and any outstanding liabilities of the Licensee to the Minister pursuant to this Licence will not merge on the revocation of this Licence.

## **Part 6: Other Miscellaneous Matters**

### **26. Stamp Duty, Legal Costs Etc**

26.1 The Licensee must pay:

- (a) the Minister's reasonable legal costs and expenses (including but not limited to valuation fees, survey costs, subdivision fees (if applicable) and administrative charges) of and incidental to the preparation and if applicable registration of this Licence; and
- (b) any stamp duty payable for this Licence.

26.2 The Licensee must also pay:

- (a) all costs on any surrender or other termination of the Licence; and
- (b) all costs incurred in the remedying of or attempting to remedy any breach or default by the Licensee including the costs of the Minister's solicitors properly incurred by the Minister in consequence of the breach or default.

### **27. Waivers**

27.1 No consent by the Minister to any breach of a condition of this Licence by the Licensee is to be construed so as to constitute a consent to a breach by the Licensee of any other condition or as a waiver of any right conferred upon the Minister under this Licence.

**28. Licence is Personal**

- 28.1 The Licence granted is personal to the Licensee and must not be assigned, transferred, mortgaged, charged or otherwise dealt with without the prior written consent of the Minister.

**29. Variations**

- 29.1 None of the provisions of this Licence shall be taken either at law or in equity to have been varied, waived, discharged or released by the Minister unless by his express consent in writing.

**30. Minister's Opinion**

- 30.1 Any opinion to be formed by the Minister under this Licence may be formed by him on such materials as he might think sufficient and in such case the Minister shall be deemed to be exercising merely administrative functions.

**31. Approvals and Consents**

- 31.1 Any approval or consent which may be made or given by the Minister under this Licence may be made or given subject to such conditions or restrictions as he may from time to time impose.
- 31.2 The Manager may make or give any approval or consent that may be made or given by the Minister under this Licence.

**32. Notices****Notice to Licensee**

- 32.1 Any notice or communication required to be or that may be given to the Licensee by the Minister shall be sufficiently given if signed by the Manager or the Minister's delegate and addressed to the Licensee and either left at or sent by post to the office of the Licensee last known to the Minister.

**Notice to Minister**

- 32.2 Any notice or communication required to be or that may be given to the Minister by the Licensee shall be sufficiently given if signed by the Secretary of the Licensee addressed to the Manager and either left at or sent by post to the address specified in Item 9 of the Reference Schedule.

### **Service of Notices**

- 32.3 Any notice or communication given or served under this Licence by post shall be deemed to have been duly given or served at the time when the letter would in the ordinary course have been delivered.

### **33. Holding Out**

- 33.1 The Licensee shall not act as or represent itself to be the servant or agent of the Minister or the State of New South Wales.

### **34. Option to Renew**

- 34.1 If the Licensee desires to take a renewed licence of the Car Park from the expiration of the Term, the Licensee must give the Minister notice in writing, not less than three (3) months and not more than six (6) months prior to the expiration of the Term of this Licence.

- 34.2 The Minister will at the expense and cost of the Licensee grant a further licence of the Car Park to the Licensee for the term specified in Item 10 of the Reference Schedule on the same terms and conditions of this Licence excepting this clause 34 provided that:

- (a) the Car Park is not required for School or other public purposes;
- (b) the Licensee is not in breach of any of the terms of the Licence at the time of exercising this option; and
- (c) the Licensee has substantially complied with this Licence during the Term.

### **35. Public Purposes**

- 35.1 The Minister may at any time and from time to time during the Term give to the Licensee not less than three (3) months notice in writing that the Land and the Car Park are required by the Minister for public purposes of the State of New South Wales and upon the expiration of the time specified in the notice this Licence will cease and determine.

### **36. Interdependency**

- 36.1 This Licence is interdependent with a Joint Use and Management Agreement between the Minister and the Licensee dated the 14<sup>th</sup> day of December ..... 2016 ("Joint Use and Management Agreement") in respect of Wallerawang Indoor Sports Centre to the effect that:

- (a) a breach of a term of this Licence will be deemed to be a breach of the Joint Use and Management Agreement; and

- (b) a breach of a term of the Joint Use and Management Agreement will be deemed to be a breach of this Licence.

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IN WITNESS whereof the said parties hereto have executed this Licence on the date mentioned on page 1 of this Licence.

SIGNED by me ANTHONY PERRAU  
as delegate for the **MINISTER FOR EDUCATION**  
pursuant to section 125 of the *Education Act*  
1990 and I hereby declare I have no notice of the  
revocation of such delegation in the presence of:-

[Signature]  
Witness

[Signature]  
Delegate

SIGNED for and on behalf of **CITY OF LITHGOW COUNCIL** ABN 59 986 092 492  
By the Authorised Officer whose signature  
appears opposite in the presence of:

[Signature]  
Signature of Witness

[Signature]  
Authorised Officer  
**ANDREW CHRISTOPHER MUIR**  
[Signature]  
Name of Officer

TRINITY JANE NEWTON  
Name of Witness

ACTING GENERAL MANAGER  
Position



**Wallerawang Indoor Sport &  
Recreation Centre**

**ABN:42 954 842 448  
P.O. Box 118, Wallerawang  
2845 NSW**

## Wallerawang Indoor Sports Association Incorporated

Certificate of Incorporation Y 2297311

# Constitution

**Reviewed for Consultation  
22 March 2019**

Associated documents include:

- The Wallerawang Indoor Sports Association Management Plan
- The Lease Agreement between the Wallerawang Indoor Sports Association Inc (WISA) and the Lithgow City Council
- The Joint Use and Management Agreement between the Minister for Education and the Lithgow City Council
- Licence Agreement for car parking at the Wallerawang Public School between the Minister for Education and the Lithgow City Council

**Rules for the Wallerawang Indoor Sports Association  
Incorporated under the Associations Incorporation Act,  
1984**

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## Part 1 Preliminary

### 1 Definitions

(1) In these rules:

*Director-General* means the Director-General of the Department of Fair Trading.

*Licence Agreement* means the Licence Agreement between Lithgow City Council (ABN 59 986 092 492) and Wallerawang Indoor Sports Association Inc. (42 954 842 448) regarding use and management of the Wallerawang Indoor Sports and Recreation Centre situated at Barton Avenue, Wallerawang and comprised in Lot 21 of Deposited Plan 1217065.

*Management Plan* means the document titled 'Wallerawang Indoor Sports Association Inc. Management Plan for the Wallerawang Indoor Sport & Recreational Centre' renewed 22 March 2019.

*ordinary member* means a member of the committee who is not an office-bearer of the association, as referred to in rule 11(2).

*secretary* means:

- (a) the person holding office under these rules as secretary of the association, or
- (b) if no such person holds that office – the public officer of the association.

*Special general meeting* means a general meeting of the association other than an annual general meeting.

*the Act* means the *Associations Incorporation Act 2009*.

*the Centre* means the Wallerawang Indoor Sport and Recreation Centre situate at Barton Avenue, Wallerawang being Lot 21 in Deposited Plan 1217065

*the committee* means the management committee of the association

*the regulation* means the *Associations Incorporation Regulation 2016*.

(2) In these rules:

- (a) a reference to a function includes a reference to a power, authority and duty, and
- (b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

(3) The provisions of the *Interpretation Act 1987* apply to and in respect of these rules in the same manner as those provisions

## REFERENCE SCHEDULE

- Item 1: The Land**  
(Cl.1.1) Folio Identifier 22/830058
- Item 2: The School**  
(Recital C and Cl.1.1) Wallerawang Public School at Barton Avenue, Wallerawang
- Item 3: Not Used**
- Item 4: The Term**  
(Cl.5.1) 20 years commencing on 1 November 2003
- Item 5: Licence Fee**  
(Cl.4.1) \$1.00 per annum (if demanded)
- Item 6: Manner of Payment**  
(Cl.4.2) Payable to the Principal or the Manager
- Item 7: Purpose**  
(Cl.7.1) Access to, and use of, the Car Park for car parking purposes only.
- Item 8: Hours**  
(Cl.8) 4:00 pm to 8:00 am Monday to Thursday  
4:00 pm Friday to 8:00 am Monday
- Item 9: Service of Notices**  
(Cl.32.2) Asset Management Directorate  
Department of Education and Communities  
Level 4, 35 Bridge Street  
SYDNEY NSW 2000
- Item 10: Option**  
(Cls.5.1, 34) 20 years



would so apply if these rules were an instrument made under the Act.

## **2 Objects of the Association**

- The name of the association is the Wallerawang Indoor Sports Association Incorporated, registered ABN 42 954 842 448 (“the association”).
- The association is registered as a not-for-profit organisation under the *Associations Incorporation Act 2009* (NSW).
- To organise and facilitate the smooth operations of the Centre in accordance with the Management Plan and the Licence Agreement.
- To promote Junior Development in all sports played at the centre
- Our purpose is for wellbeing, social, educational, cultural, recreational and sporting activities to the School, members of the public and to bodies or associations wishing to conduct such activities
- To promote State, National and International usage of the Centre
- To co-operate with affiliated sporting organisations to further sport within the local region
- The Wallerawang Public School to have usage of the Centre in accordance with the Joint Use and Management Agreement dated 14 December 2016 between Lithgow City Council and the Minister for Education
- The Lithgow Netball Association to have priority for usage of the Wallerawang Indoor Sports Arena for the running of its annual Saturday competition.

## **Part 2 Membership**

### **2 Membership qualifications**

A person is qualified to be a member of the association if, but only if:

- (a) the person is a person referred to in section 6(1) (a) of the Act and has not ceased to be a member of the association at any time after incorporation of the association under the Act,  
or
- (b) the person is a natural person
  - (i) who has been nominated for membership of the association as provided by rule 3, and
  - (ii) who has been approved for membership of the association by the committee of the association.

### **3 Nomination / Application for membership**

- (1) An applicant for membership of the association:
  - (a) must be made in writing in the form set out in Appendix 1 to these rules or as determined by the committee from time to time, and
  - (b) must be lodged with the secretary of the association accompanied by the applicable registration fee.
- (2) As soon as practicable after receiving an application for membership, the secretary must refer the application to the committee which is to determine whether to approve or to reject the application.
- (3) As soon as practicable after the committee makes that determination, the secretary must:
  - (a) notify the applicant, in writing, that the committee approved or rejected the application (whichever is applicable) and provide the new member with current membership package
  - (4) the secretary must enter the applicants name in the register of members and, on the name being so entered, the applicant becomes a member of the association.

#### **4 Cessation of membership**

A person ceases to be a member of the association if the person:

- (a) dies, or
- (b) resigns membership, or
- (c) is expelled from the association.

#### **5 Membership entitlements not transferable**

A right, privilege or obligation which a person has by reason of being a member of the association:

- (a) is not capable of being transferred or transmitted to another person, and
- (b) terminates on cessation of the person's membership.

#### **6 Resignation of membership**

- (1) A member of the association is not entitled to resign that membership except in accordance with this rule.
- (2) A member of the association who has paid all amounts payable by the member to the association in respect of the member's membership may resign from membership of the association by first giving to the secretary written notice of at least one month (or such other period as the committee may determine) of the

member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.

- (3) If a member of the association ceases to be a member under clause (2), and in every other case where a member ceases to hold membership, the secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

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#### **Register of members**

- (1) The public officer of the association must establish and maintain a register of members of the association specifying the name and address of each person who is a member of the association together with the date on which the person became a member.
- (2) The register of members must be kept at the principal place of administration of the association and must be open for inspection, free of charge, by any member of the association at any reasonable hour.
- (3) A member of the association may obtain a copy of any part of the register on payment of a fee of \$1 for each page copied or, if some other amount is determined by the committee, that other amount.

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#### **Fees and subscriptions**

- (1) A member of the association must, on admission to membership, pay to the association a fee of \$1 or, if some other amount is determined by the committee, that other amount.
- (2) In addition to any amount payable by the member under clause (1), the association will pay on behalf of the member an annual membership fee as set by the committee or, if some other amount is determined by the committee, that other amount:
  - (a) except as provided by paragraph (b), before 31<sup>st</sup> March in each calendar year, or
  - (b) if the member becomes a member on or after 31<sup>st</sup> March in any calendar year – on becoming a member a pro-rata payment will be accepted for that membership in each succeeding calendar year.

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#### **Members' liabilities**

The liability of a member of the association to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association is limited to the amount, if any, unpaid by the member in respect of membership of the association as required by rule 8.

**10 Resolution of disputes and Disciplining of members**

- (1) Disputes between members (in their capacity as members) of the association, and disputes between members and the association, are to be referred to the Management Committee for resolution: to be dealt with in accordance with the associations' policies and procedures.
- (2) A complaint may be made to the committee by any person that a member of the association:
  - (a) has persistently refused or neglected to comply with a provision or provisions of these rules, or
  - (b) has persistently and wilfully acted in a manner prejudicial to the interests of the association.

**Part 3 The Management Committee**

**11 Powers of the management committee**

The committee is also known as the Management Committee of the association and, subject to the Act, the Regulation and these rules and to any resolution passed by the association in general meeting:

- (a) is to control and manage the affairs of the association, and
- (b) may exercise all such functions as may be exercised by the association, other than those functions that are required by these rules to be exercised by a general meeting of members of the association, and
- (c) has power to perform all such acts and do all such things as appear to the committee to be necessary or desirable for the proper management of the affairs of the association.

**12 Composition and membership of management committee**

- (1) The committee is to consist of:
  - (a) the office-bearers of the association, and
  - (b) 4 ordinary members
- (2) each of whom is to be elected at the annual general meeting of the association under rule 13.
- (3) The office-bearers of the association are to be:
  - (a) the president
  - (b) the vice-president
  - (c) the treasurer,
  - (d) the secretary,
  - (e) the Wallerawang school representative, and
  - (f) the Lithgow netball representative.

- (g) the Wallerawang FUTSAL representative
  - (h) the Wallerawang basketball representative
  - (i) the public officer
- (4) A committee member may hold up to two (2) offices (other than both the offices of president and vice-president). Notwithstanding that a committee member holds two offices, the committee member's vote at a committee meeting, general meeting or special meeting is counted as one (1) and the member's presence at a meeting is counted as one (1) for the purposes of a quorum.
  - (5) There is no maximum number of consecutive terms for which a committee member may hold office.
  - (6) Each member of the committee is, subject to this constitution, to hold office until immediately before the election of committee members at the annual general meeting next following the date of the member's election, and is eligible for re-election.
  - (7) In the event of a casual vacancy occurring in the membership of the committee, the committee may appoint a member of the association to fill the vacancy and the member so appointed is to hold office in accordance with clause 12(6).
  - (8) The association may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of office-bearers or ordinary members of the Committee.

### 13

#### **Election of members**

- (1) Nominations of candidates for election as office-bearers of the association or as ordinary members of the committee:
  - (a) must be made in writing, signed by 2 member of the association and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
  - (b) nominations of candidates for the positions of treasurer and public officer must be accompanied with two (2) referees, and
  - (c) must be delivered to the secretary of the association at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place. All correspondence must remain confidential and be tabled at the annual general meeting.
- (2) Notwithstanding clause 13(1), the office-bearer positions referred to in rule 11(2)(e), (f), (g) and (h) are appointed by their respective governing bodies, and are not elected at the annual general meeting.
- (3) If insufficient nominations are received to fill all vacancies on the committee, the candidates nominated are taken to be elected and

further nominations are to be received at the annual general meeting.

- (4) If insufficient further nominations are received, any vacant positions remaining on the committee are taken to be casual vacancies.
- (5) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (6) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (7) The ballot for the election of office-bearers and ordinary members of the committee is to be conducted at the annual general meeting in such usual and proper manner as the committee may direct.
- (8) Only members being 18 years of age or older, who are present in person or by proxy, shall be entitled to vote. All such members shall be entitled to one vote.

**14 Secretary**

- (1) the Secretary of the association must, as soon as practicable after being appointed as secretary, lodge notice with the association of his or her address.
- (2) It is the duty of the secretary to keep minutes of:
  - (a) all appointments of office-bearers and members of the committee,
  - (b) the names of members of the committee present at a committee meeting or a general meeting, and
  - (c) all proceedings at committee meetings and general meetings.
- (3) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

**15 Treasurer**

It is the duty of the treasurer of the association to ensure:

- (a) that all money due to the association is collected and received and that all payments authorised by the association are made,  
and
- (b) that correct books and accounts are kept showing the financial affairs of the association, including full details of all receipts and expenditure connected with the activities of the association.

**16 Casual vacancies**



For the purposes of these rules, a casual vacancy in the office of a member of the committee occurs if the member:

- (a) dies, or
- (b) ceases to be a member of the association, or
- (c) becomes an insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth, or
- (d) resigns office by notice in writing given to the secretary, or
- (e) is removed from office under rule 16, or
- (f) becomes a mentally incapacitated person, or
- (g) is absent without the consent of the committee from all meetings of the committee held during a period of 6 months.

17

#### **Removal of member**

- (1) The association in general meeting may by resolution remove any member of the committee from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.
- (2) If a member of the committee to whom a proposed resolution referred to in clause (1) relates makes representations in writing to the secretary or president (not exceeding a reasonable length) and requests that the representation be notified to the members of the association, the secretary or the president may send a copy of the representations to each member of the association or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

18

#### **Committee meetings and quorum**

- (1) The committee must meet at least four (4) times in each period of twelve (12) months at such place and time as the committee may determine
- (2) Additional meetings of the committee may be convened by the president or by any member of the committee.
- (3) Oral or written notice of a meeting of the committee must be given by the secretary to each member of the committee at least 24 hours (or such other period as may be unanimously agreed on by the members of the committee) before the time appointed for the holding of the meeting.
- (4) Notice of a meeting given under clause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the committee members present at the meeting majority agree to treat as urgent business.

- (5) A minimum of 50% plus one of the total committee members (calculated at the time of the meeting) constitutes a quorum for the transaction of the business of a meeting of the committee. For example, if there is a total of 10 committee members, a quorum equals 6.
- (6) No business is to be transacted by the committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (7) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (8) At a meeting of the committee:
  - (a) the president or, in the president's absence, the vice-president is to preside, or
  - (b) if the president and the vice-president are absent or unwilling to act, such one of the remaining members of the committee as may be chosen by the members present at the meeting is to preside.

19

**Delegation by committee to sub-committee**

- (1) The committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of the association as the committee thinks fit) the exercise of such of the functions of the committee as are specified in the instrument, other than:
  - (a) this power of delegation, and
  - (b) a function which is a duty imposed on the committee by the Act or by any other law.
- (2) A function the exercise of which has been delegated to a sub-committee under this rule may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- (3) A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (4) Despite any delegation under this rule, the committee may continue to exercise any function delegated.
- (5) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this rule has the same force and effect as it would have if it had been done or suffered by the committee.

- (6) The committee may, by instrument in writing, revoke wholly or in part any delegation under this rule.
- (7) A sub-committee may meet and adjourn, as it thinks proper.

20

#### **Voting and decisions**

- (1) Questions arising at a meeting of the committee or of any sub-committee appointed by the committee are to be determined by a majority of the votes of members of the committee or sub-committee present at the meeting.
- (2) Each member present at a meeting of the committee or of any sub-committee appointed by the committee (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- (3) Subject to rule 19(5), the committee may act despite any vacancy on the committee.
- (4) Any act or thing done or suffered, or purporting to have been done or suffered, by the committee or by a sub-committee appointed by the committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the committee or sub-committee.

### **Part 4 Annual General & Special General Meetings**

21

#### **Annual general meetings – holding of**

- (1) With the exception of the first annual general meeting of the association, the association must, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the association, convene an annual general meeting of its members.
- (2) The association must hold its first annual general meeting:
  - (a) within the period of 18 months after its incorporation under the Act, and
  - (b) within the period of 6 months after the expiration of the first financial year of the association.
- (3) Clauses (1) and (2) have effect subject to any extension or permission granted by the Director-General under section 37(2)(b) of the Act.

22

#### **Annual general meetings – calling of and business at**

- (1) The annual general meeting of the association is, subject to the Act and to rule 21, to be convened on such date and at such place and time as the committee thinks fit.

- (2) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
  - (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
  - (b) to receive from the committee reports on the activities of the association during the last preceding financial year,
  - (c) to elect office-bearers of the association and ordinary members of the committee,
  - (d) to receive and consider the statement which is required to be submitted to members under part 5 of the Act.
- (3) An annual general meeting must be specified as that type of meeting in the notice convening it.

23

#### **Special general meetings – calling of**

- (1) The committee may, whenever it thinks fit, convene a special general meeting of the association.
- (2) The committee must, on the requisition in writing of at least thirty (30%) per cent of the total number of members, convene a special general meeting of the association.
- (3) A requisition of members for a special general meeting:
  - (a) must state the purpose or purposes of the meeting, and
  - (b) must be signed by the members making the requisition, and
  - (c) must be lodged with the secretary, and
  - (d) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (4) If the committee fails to convene a special general meeting to be held within 1 month after that date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.
- (5) A special general meeting convened by a member or members as referred to in clause (4) must be convened as nearly as is practicable in the same manner as general meetings are convened by the committee and any member who consequently incurs expenses is entitled to be reimbursed by the association for any expense so incurred.

24

#### **Notice**

- (1) Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, at least 14 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- (2) If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under clause (1), the intention to propose the resolution as a special resolution.
- (3) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under rule 21(2).
- (4) A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

25

#### **Procedure**

- (1) No item of business is to be transacted at a general meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.
- (2) A minimum of 50% plus one of the total number of members of the management committee, counted at the date of the meeting, (being members entitled under these rules to vote at a general meeting) constitute a quorum for the transaction of the business of an *annual* general meeting
- (3) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
  - (a) if convened on the requisition of members, is to be dissolved,  
and
  - (b) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- (4) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting will be dissolved.

26

**Presiding member**

- (1) The president or, in the president's absence, the vice-president, is to preside as chairperson at each general meeting of the association.
- (2) If the president and the vice-president are absent or unwilling to act, the members present must elect one of their numbers to preside as chairperson at the meeting.

27

**Adjournment**

- (1) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of the association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in clauses (1) and (2), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

28

**Making of decisions**

- (1) A question arising at a general meeting of the association is to be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (2) At a general meeting of the association, a poll may be demanded by the chairperson or by at least seven (7) members present in person or by proxy at the meeting.
- (3) If a poll is demanded at a general meeting, the poll must be taken;
  - (a) immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment, or
  - (b) in any other case, in such manner and at such time before the close of the meeting as the chairperson directs;and the resolution of the poll on the matter is taken to be the resolution of the meeting on that matter.

29

**Special resolution**

A resolution of the association is a special resolution:

- (a) if it is passed by a majority which comprises at least three-quarters of such members of the association as, being entitled under these rules so to do, vote in person or by proxy at a general meeting of which at least 21 days' written notice specifying the intention to propose the resolution as a special resolution was given in accordance with these rules, or
- (b) where it is made to appear to the Director-General that it is not practicable for the resolution to be passed in the manner specified in paragraph (a) if the resolution is passed in a manner specified by the Director-General.

**30            Voting**

- (1) On any question arising at a general meeting of the association a member has one vote only.
- (2) All votes must be given personally or by proxy but no member may hold more than one (1) proxy.
- (3) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- (4) A member or proxy is not entitled to vote at any general meeting of the association unless all money due and payable by the member or proxy to the association has been paid, other than the amount of the annual subscription payable in respect of the then current year.
- (5) Only members being 18 years of age or older, who are present in person or by proxy, shall be entitled to vote.

**31            Appointment of proxies**

- (1) Each member is to be entitled to appoint another member as proxy by notice given to the secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.
- (2) The notice appointing the proxy is to be in the form set out in Appendix 2 to these rules.

**Part 5   Miscellaneous**

**32            Insurance**

The association will maintain public liability insurance of not less than \$20 million.

**33            Funds – source**

- (1) The funds of the association are to be derived from membership fees, annual subscriptions of members, hiring charges, donations, sponsorship and, subject to any resolution passed by the association in general meeting, such other sources as the committee determines.
- (2) All money received by the association must be deposited as soon as practicable and without deduction to the credit of the association's bank account.
- (3) The association must, as soon as practicable after receiving any money, issue an appropriate receipt.

**34 Funds – management**

- (1) Subject to any resolution passed by the association in general meeting, the funds of the association are to be used in pursuance of the objects of the association in such manner as the committee determines.
- (2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 members of the committee or employees of the association, being members or employees authorised to do so by the committee.

**35 Alteration of objects and rules**

The statement of objects and these rules may be altered, rescinded or added to only by a special resolution of the association.

**36 Custody of books**

Except as otherwise provided by these rules, the public officer must keep in his or her custody or under his or her control all records, books and other documents relating to the association.

**37 Inspection of books**

The records, books and other documents of the association must be open to inspection, free of charge, by a member of the association at any reasonable hour.

**38 Service of notices**

- (1) For the purpose of these rules, a notice may be served on or given to a person:
  - (a) by delivering it to the person personally, or
  - (b) by sending it by pre-paid post to the address of the person, or
  - (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
- (2) For the purpose of these rules, a notice is taken, unless the contrary is proved, to have been given or served:



- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
- (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
- (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent, or if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

**39**

**Dissolution**

If, on the winding up of the association, any property of the association remains after satisfaction of the debts and liabilities of the association and the costs, charges and expenses of that winding up, that property shall be distributed:

- (a) to another incorporated association having objects similar to those of the association or
- (b) for charitable purposes, which incorporated association or purposes, as the case requires shall be determined by resolution of the members.

For the purpose of this clause 39, the funds referred to in clause 8.5 of the Licence Agreement constitute a liability of the association.

# Appendix 1

(Rule 3 (1a))

## APPLICATION FOR MEMBERSHIP

See separate document

## Appendix 2

(Rule 31 (2))

### FORM OF APPOINTMENT OF PROXY

I, ..... of .....  
*(full name)* *(address)*

being a member of .....  
*(name of incorporated association)*

hereby appoint ..... of .....  
*(full name of proxy)* *(address)*

being a member of that incorporated association, as my proxy to vote for me on my behalf at the general meeting of the association (annual general meeting or special general meeting, as the case may be) to be held on the

.....day of.....  
*(month and year)*

and at any adjournment of that meeting.

\* My proxy is authorised to vote in favour of/against (delete as appropriate) the resolution (insert details).

\* to be inserted if desired.

.....  
Signature of member appointing proxy

Date.....

NOTE: A proxy vote may not be given to a person who is not a member of the association.

**Wallerawang  
Indoor Sports  
Association Inc.**

**Management Plan**

**For**

**The Wallerawang Indoor Sport &  
Recreational Centre**

Renewed 22<sup>nd</sup> March 2019 in preparation for WISA Committee discussion followed by joint consultation between the Wallerawang Indoor Sports Association and the Lithgow City Council to sanction the document.

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## WALLERAWANG INDOOR SPORTS ASSOCIATION INC.

### ASSOCIATED DOCUMENTATION

The Management Plan is one of 5 documents that when combined together provide an overview of the operations and arrangements in place to ensure the successful operation of the Wallerawang Indoor Sport and Recreational Centre including the outdoor netball courts (known collectively as 'the Centre and / or the Stadium').

Associated documents include:

- The Wallerawang Indoor Sports Association Inc. Constitution
- The Licence Agreement between the Wallerawang Indoor Sports Association Inc (WISA) and the Lithgow City Council
- The Joint Use and Management Agreement between the Minister for Education and the Lithgow City Council
- Licence Agreement for car parking at the Wallerawang Public School between the Minister for Education and the Lithgow City Council

Key references:

- Joint Use Agreement
  - 3.2 The promotion, management, care and control of the Centre will be the responsibility of the Committee
  - 8.3 The Committee will be responsible for the caretaking and general security of the Centre when the Centre is available for use by a hirer and otherwise unavailable for the use of pupils of the School
  - 9.1 The Committee will determine the arrangements for hire of the Centre. The Committee may arrange bookings for the hire of the Centre and its contents or may appoint or hire a booking officer or agent through which booking arrangements may be made
- Licence Agreement
  - The Committee has responsibility for management of the Wallerawang Indoor Sports Centre located on the site identified as Lot 21 in DP 1217065 which is owned by the Lithgow City Council and termed the Wallerawang Indoor Sports and Recreation Centre

### MISSION STATEMENT

TO PROVIDE AND MANAGE A COMMUNITY FACILITY WHICH WILL ENABLE THE ATTRACTION OF ALL RECREATIONAL AND SPORTING ACTIVITIES, EDUCATIONAL, WELLBEING, CULTURAL ACTIVITIES FOR THE BENEFIT OF THE CITIZENS OF THE GREATER LITHGOW LOCAL GOVERNMENT AREA.

### RULES OF THE MANAGEMENT COMMITTEE

1. For the purposes of this Management Plan “**Management Committee**” or “**Committee**” means the committee constituted under the constitution of the Wallerawang Indoor Sports Association Inc.
2. Be available for daily usage during school hours (8:00am – 4:00pm) by the Wallerawang Public School. It was a condition of funding that the facility be available for daily usage by the school free of charge for a period of 20 years commencing 1 November 2003 (plus one option term of 20 years. Any

variation of this agreement must be on a mutually agreeable basis between Wallerawang Public School and the Management Committee.

3. The management committee is to accept the Department of Fair Trading model constitution as the foundation for its' own constitution.
4. The management committee is to consist of a President, Vice-President, Secretary, Treasurer, School Representative, and a representative of major hirers of the facility (these representatives, known as Sports Coordinators, must be nominated by their own individual committee and should attend all meetings and participate in the ongoing management of the Centre. Where a particular sport holds more than one position on the management committee i.e. as a hirer representative and or executive member then the executive member must declare an interest on any major decision pertaining to that sport. Major hirers that provide more than one representative to the Management Committee will only be allowed one vote when decision making processes occur.
5. The Committee will ensure that the facility remain a multi-purpose indoor sport and recreation centre and all sports be encouraged to utilise the facility.
6. The Management Committee must also consider sports who are major users of the facility when giving priority to Weekend usage. Lithgow District Netball Association (LDNA) during the running of their regular Saturday competition from March to September each year are to be given priority for hiring of the stadium for Saturday usage. This is due to the resolution that Lithgow District Netball Association made to re-locate to the indoor stadium and their subsequent decision to contribute financial assistance to the facility.
7. In the event that a dispute arises regarding hiring of the facility, and the Committee has not been able to resolve the dispute despite best efforts, the Committee will refer the matter to Lithgow City Council for resolution.

4

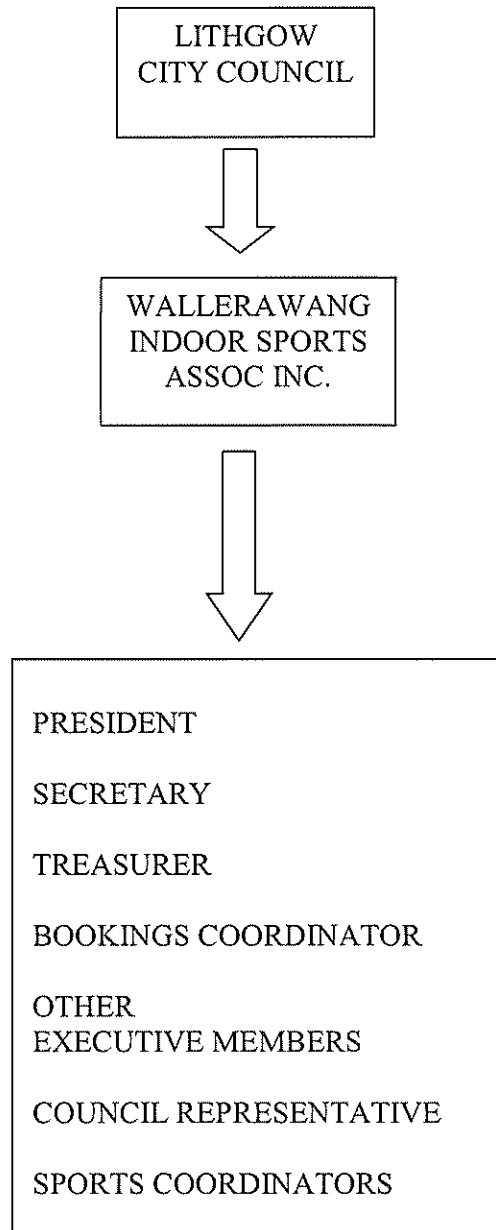
## GUIDELINES OF THE MANAGEMENT COMMITTEE

1. Manage the Centre's usage and operations in a professional, ethical and transparent manner ensuring that necessary operating costs are met by Centre income.
2. Establish, maintain and monitor security controls and safety measures with respect to accessing the Centre, usage of available resources and areas, registration and insurance of players, Public Liability Insurance and safety.
3. Ensure a broad range of activities and sports are available, noting that many regular users will require volunteers to coordinate the activity or sport.
4. Develop the centre as a community focus point for the residents of the Greater Lithgow Local Government area.
5. Allow all **major groups** (*defined as those groups running regular competitions*) equal opportunity to use the facility at equal rates of hire, in accordance with the stadium hire rates as varied by the Management Committee from time to time. This is achieved by ensuring that the Management Committee has designated representatives from all major groups utilising the centre.
6. Promote Junior Development in Sport.
7. Allow maximum use by the maximum number of people taking into account the differing needs of:  
  
Age Ranges  
Male / Female Users  
Special needs groups e.g. youth, disabled etc.
8. Be available seven days a week and open as many hours a day as demand requires.
9. Keep the centre clean and in good and substantial order and condition including all machinery, plant, equipment, fixtures, fittings and furnishings. Ensure that the building and all exits, entrances, plant and machinery meet Work Health and Safety requirements.
10. Attract and promote State, National and International competitions to the Centre.
11. Allow for discounts if needed for special needs groups, and Junior Development in sport.
12. Our purpose is for wellbeing, social, educational, cultural, recreational and sporting activities to School, members of public and to bodies or associations wishing to conduct such activities.



## MANAGEMENT STRUCTURE

### WALLERAWANG INDOOR SPORTS CENTRE AND NETBALL COURTS



The Centre is owned by Lithgow City Council and licensed to Wallerawang Indoor Sports Assoc. Inc. (and concurrently licensed to The Minister for Education pursuant to the Joint Use and Management Agreement dated 14 December 2016). The centre is managed by the Wallerawang Indoor Sports Association Inc who will be responsible for the management and operations of the facility.

## **CANTEEN MANAGEMENT**

The canteen at the Stadium is operated by volunteer staff.

Goods and materials purchased for the canteen will be in accordance with the committee's purchasing policy.

A stocktake and reconciliation will be completed on a regular basis, with the results included in a report to the management committee each month.

All profits made by the canteen shall be deposited into the association bank account. The committee will use these profits to enhance the facility.

All Canteen hirers need to supply WISA with a copy of their Safe Food Handling Certificate or their certificate for a Nominated Food Safety Supervisor, the NSW food industry is subject to requirements outlined in the:

- Australia New Zealand Food Standards Code (FSANZ)
- Food Act 2003 (NSW)
- Food Regulation 2015

An exception to these Canteen Protocols exists where the canteen is operated or coordinated by a hirer.

## **HOURS OF OPERATION**

The hours of operation of the centre will depend upon demand. A Booking Coordinator is engaged by the WISA Inc Management Committee to ensure the centre runs smoothly and that cross over events have time provisioned for pack up and set up time without compromising either sport. The canteen will only operate when volunteers are available to provide the service or when the hirer operates the canteen.

## **KEYS AND ACCESS ARRANGEMENTS**

The Management Committee controls access to the Centre. The Booking Coordinator is responsible for opening and closing the centre for all scheduled bookings and usage outside of school hours. The booking coordinator manages the calendar and therefore knows when to attend the Centre for opening and closing. Unauthorised usage is not allowed. There may be times where the booking coordinator makes an alternate arrangement with a user in relation to opening or closing.

WISA Management Committee Members and Council Staff are provided an access key to the Centre however this key is not to be utilised for the opening or closing of the Centre for competitions unless arrangements are agreed upon and coordinated with the Booking Coordinator in advance. Committee Members are allocated keys for accessing the centre when preparing for sports, cleaning up designated areas or stocking and preparing the canteen.

Committee members breaching trust in relation to the provision of keys will be advised of any recognised concerns and if further issues are raised may be required to return their key. Committee members that stand down from the association must return their key immediately.

### **CLEANING ARRANGEMENTS**

The Centre is cleaned regularly on a shared structure. Cleaners, provided an allocation via cleaning contractors servicing the Department of Education, routinely clean the foyer, toilets, tiered seating and windows leading in to the centre. WISA Inc provides an honorarium service payment allowing for 8 hrs cleaning per week to ensure the floor is washed, bins are emptied and any minor maintenance tasks are completed. Hirers are also required to accept responsibility and ensure that at the completion of their event bins are emptied to the outside otto bins, tiered seating areas are cleaned of any rubbish and spills, toilets are checked for cleanliness (and cleaned when fouled), canteen is clean and tidy with stock returned to appropriate storage areas along with checking the external grounds when spectators and players are using outdoor areas.

### **INCOME COLLECTION AND BANKING**

The general procedure for income and banking of the centre will be based upon all income received being written in the receipt book. Receipts will be transferred to the Cash Receipts Journal by the Committee Treasurer.

The canteen income will be recorded by the canteen manager and banked via the association treasurer.

Canteen stock-takes should be done regularly (monthly) with a reconciliation to previous stock-takes and sales. This will be reported to the management committee at the quarterly meetings.

All users must be provided with an invoice and when paid a receipt is issued. Invoices for stadium hire must be paid within 14 days.

Individual Sporting Groups running their own competitions will be responsible for the collection of their own game fees.

In the event where the Management Committee will be running competitions the fees will be given to the competition organiser who should reconcile fees collected and then pass to the treasurer for banking.

Advertising fees will be receipted by a WISA representative and passed on to the Treasurer for banking.



## **VENDING OR GAME MACHINE INCOME**

In the event of drink, confectionary or game machines being placed in the centre the machine will be cleared in accordance with the contract depending on ownership.

Money collected must be receipted.

## **TELEPHONE**

The placement of a Public Telephone in the centre is not essential. The usage of the stadium telephone is monitored by the committee and is not to be used for personal telephone calls by users of the centre. Sports Coordinators are encouraged to use the centres phone when coordinating events rather than incurring personal costs on mobile phones (personal equipment usage costs will not be reimbursed).

## **WI/FI**

Wi/Fi will be available at the centre, any hirer that wishes to use the Wi/Fi a fee will apply.

## **PURCHASING**

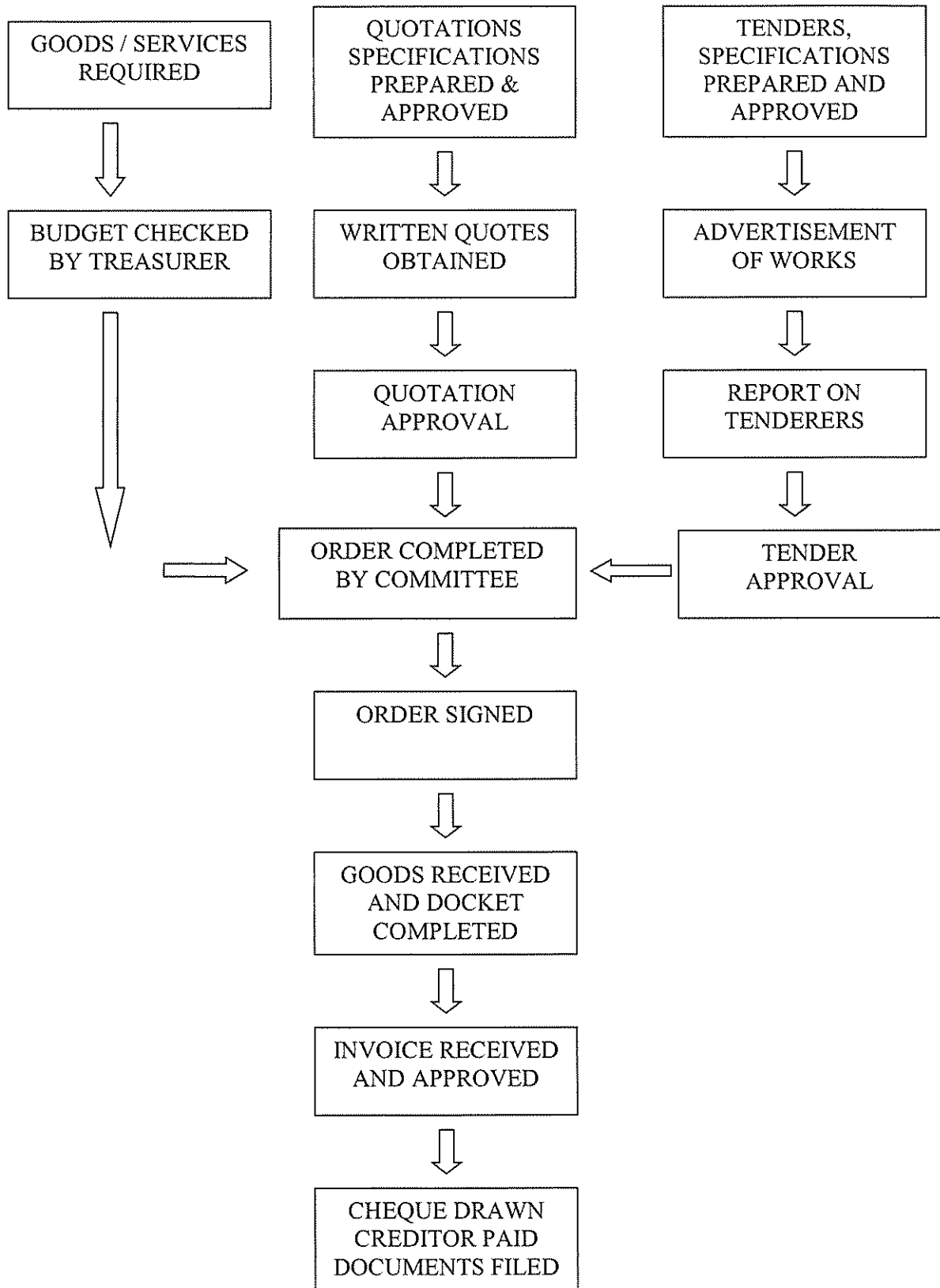
All purchasing for goods over \$250.00 made on behalf of the Wallerawang Indoor Sports Centre will be by Purchase Order.

Orders must be signed by a designated officer.

Goods received dockets must be issued for all items received. The person taking delivery of incoming goods must mark the goods received, advise OK for payment and sign. These are passed onto the Treasurer as proof of receipt and when supplier invoice is received matched and approved for Payment.

Any significant purchases e.g. purchases over \$5,000 for such goods as the replacement of lights or major repairs may require two written quotes. Major works such as floor refurbishment will be by public tender.

**PURCHASING POLICY**



## FEES AND CHARGES

### ADVERTISING FEES

Any sponsorship will be subject to contractual arrangements which will address the annual fees and charges and responsibilities of both Management Committee and the other party.

The advertising charges for the stadium are:

Stadium naming rights will be considered by the committee and Lithgow City Council if an application arises. Fee will be determined on application but the fee will need to be substantial in excess of \$15,000 p.a. to be considered plus signwriting and other associated cost being provided by the sponsor.

Court name \$4,500.00 for 3 years (no writing is to be placed on the stadium floor).

The purchase of capital equipment such as Scoreboards, Shot Clocks, Backboards or Equipment shall remain signed for their natural life.

Any variation to these fees must be considered in advance and approved by the Management Committee.

Additionally, any contracts relating to advertising are required to be reported for determination before a continuation of any arrangement.

Those who advertise in the centre and help with ongoing sponsorship need to be acknowledged for their contribution. Thank them often and send them correspondence in the form of annual reports or seasonal newsletters.

### STADIUM HIRE FEES

#### **Usage Agreement**

Any user wishing to hire the centre is required to enter into a "WISA Usage Agreement." All hirers should be referred to the association Bookings Coordinator.

All criteria detailed on the agreement must be met prior to approval. This includes providing a copy of Public Liability Insurance (minimum 20 million dollar policy) to the bookings co-ordinator. Public Schools are exempted from this provision as they have pre-existing insurance for this purpose.

Time slot preference will be given to users wishing to hire the facility for the running of an ongoing competition.

Lithgow and District Netball Association. Due to the financial contribution made to the centre by the Lithgow & District Netball Association in the funding of the sports centre the association will receive priority calendar placement and reduced costs for training sessions booked in advance.

Junior Development Programs attract a 30% discount which must be approved by WISA Management prior to the commencement of the hiring period. Price reduction consideration will also be given for special circumstances.

The canteen may be available to operate at a set rate of \$ 100.00 per day (9:00am – 4:00pm). This is pending the availability of canteen staff.

## **COSTS SCHEDULE**

### **Times**

4:00pm – 10:00pm Monday to Friday

9:00am – 10:00pm Saturday and Sunday

### **Court Hire**

\$50.00 per hour (1 x court)

\$100.00 per hour (2 x courts)

### **Daily Rate for Saturday and Sunday**

1 x court = \$ 350.00 per day

2 x courts = \$ 700.00 per day

Bookings include the complimentary use of the following facilities:

Foyer

Toilets

Car park

### **Community Room**

The community room is available for hire. Charges are set at \$30 per hour or \$90 per day. No alcohol permitted.

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### **Note:**

(1) Any casual user requiring the use of the centre during the hours of 8:00am and 4:00pm Monday to Friday during school terms will need to contact the Principal at Wallerawang Public School on 0263551210.

(2) During the LDNA (netball) season the Community is used exclusively by the association on Saturday's.

(3) Junior Development Programs attract a 30% discount. Price reduction consideration may also be given for special circumstances.

## **Special Events**

The centre may be booked for special activities that occur annually, bi-annually or as a one off event. Event coordinator must enter into a WISA Usage Agreement. Additional requirements exist for this type of booking. A 20% non-refundable deposit secures the booking. A pre-inspection process occurs prior to the event and a post inspection following the event. Any damage incurred will be at the cost of the hirer. This amount will be invoiced directly to the hirer.

## **CORRESPONDENCE**

All correspondence from the Wallerawang Indoor Centre must be on Wallerawang Indoor Sports Association Management Committee letterhead.

All correspondence should be approved by the Management Committee Members, The Secretary, The Treasurer, The President or any two mentioned.

All Correspondence received must be collected and recorded by the Secretary. In certain circumstances correspondence is received by other committee members. This correspondence must be tabled during the next general meeting at the time where incoming correspondence is actioned.

## **INSURANCE**

The insurance for the Stadium, outdoor netball courts and grounds surrounding the centre is included on Lithgow City Council's Global Policy. Public Liability Insurance is the responsibility of the lessee and any casual hirers of the centre.

Other insurances will be the responsibility of the Management Committee and are as follows:

1. Casual Hire
2. Public Liability for Competitions and functions
3. Contents of building

An incident report is required to be completed in respect of all accidents and incidents at the Stadium (whether involving a member of management committee or a member of the public (e.g. slip or fall)). An accident / incident register is located in the foyer with the first aid kit.

Any loss must be recorded and reported to the management committee immediately who will notify Lithgow City Council. The insurance company must be advised within 24 hours including the weekend periods. If an insurance claim pertains to the building or fixtures and fittings which are covered by Council then the Council General Manager must be notified in writing of any loss or damage immediately.



## **CONFIDENTIALITY**

Management Committee Members are not to comment to the public or make statements about Committee policies or activities, unless authorised to do so. Disciplinary action may be taken by the Management Committee for members breaching this.

## **PUBLICITY AND ADVERTISING**

The Management Committee are authorised to make statements to the press in respect of running of competitions, tournaments and promotion.

## **NOTICE BOARDS**

Notice Boards are prominently placed in the centre for the use of displaying draws and results. Personal information or Business Advertising is not to be displayed on the notice board unless a contribution has been made to the centre and is approved by the WISA Management Committee.

## **HIRERS**

Any HIRER using the Stadium will be required to provide umpires and court controllers for games conducted at the Stadium.

The hirers will also be responsible for ensuring that all players, referees or officials are registered and/or insured and that competition draws and operations are within the scope of the time frame available to the Stadium. Additionally, the Stadium reserves the right to charge an administration fee to the Associations for the preparation of competition draws where management committee members are required to be actively involved in effecting the hirers' competitions. The Management Committee will negotiate allocation of timeslots for individual hirers.

## **STADIUM ACCOMMODATION**

Provision of overnight accommodation at the Stadium for teams and officials is not allowed.

## **COMPLAINTS PROCEDURE**

First and foremost for any complaints you must identify if you are receiving a complaint or merely a suggestion. Any formal complaints made to a member of the management committee directly by either individual hirers, users of the facility or the general public are to be recorded on a complaint form. This will start the process of customer satisfaction. Formal complaints received must be discussed by the management committee at their next meeting quarterly meeting. For serious or urgent complaints a special meeting of the committee must be called to handle the matter promptly.

Complaints will be treated fairly and equitably by the committee with the parties involved given the chance to respond to allegations before a decision is passed down to rectify the problem.

Procedures to follow when dealing with the complainant:

- The President of the association manages complaints however this role can be delegated where a suitably skilled committee member volunteers to do so.
- Introduce yourself, find out and use the complainant's name.
- Listen to the complainant and acknowledge their concerns.
- Try to calm the complainant by speaking to them in a friendly manner.
- If the complainant is upset then try to move the unhappy person away from other customers.
- If the problem can be fixed immediately then do so.
- Respect is vital.
- Never blame or make excuses.
- If the situation warrants it, apologise and say you're sorry that this has occurred as this is not an acknowledgment of guilt.
- For serious situations then ask the complainant if they would like to make a formal complaint and if so, fill in a complaint form for them to sign.
- If the complaint is not of a serious nature and the complainant does not wish to make a formal complaint then merely record the matter on the register.
- Explain the process of how the complaint will be handled.
- Refer the complaint to the next meeting of the management committee.
- Always give the complainant feedback after the outcome has been decided upon.

When the complaint involves unacceptable behaviour from either a player, official, coach etc.

- Any procedure implemented must be fair and just to all parties
- The appropriate notification of any complaint or charge is to be provided to the accused person
- All parties must be given the opportunity to present their case
- In the event that this matter is to be referred to a Tribunal then the panel selected must act in a fair and equitable manner free from any bias. Those who complain and the accused must have the right to an appeal.

## **CODE OF CONDUCT**

The centre code of conduct for Committee members, Parents, Players and Officials should be displayed for all users of the facility.

## **MANAGEMENT COMMITTEE**

The Management Committee must to the best of their ability abide by the rules of the centre.

- We have a Duty of Care to all of our members, volunteer members and customers to take reasonable care to avoid acts or omissions which we can reasonably foresee might result in injury or damage.
- We have a Duty to Act Honestly and in good faith and in the best interests of the organisation and avoid situations of conflict of interests. Where executive

members or general members are on boards or committees where they may receive an individual gain or benefit from that committee's decision then they should declare an Interest and abstain from the decision making process.

- Encourage and recognise the important role volunteers play in the running of the centre.
- Encourage good sportsmanship and fair play.

### **SPECTATORS AND PARENTS**

Parents and spectators need to observe the following guidelines set down by all major sporting organisations.

- Remember that many of the people running competitions are volunteers whose efforts deserve appreciation and acknowledgment not frustration or abuse.
- Encourage players with positive comments rather than criticism.
- Abuse of players, referees or officials is not acceptable and may lead to expulsion from the centre.
- Deliberately striking or intention of causing grievous bodily harm to an official or player is not acceptable and may result in expulsion from the centre.

### **PLAYERS**

Players utilising the centre are asked to:

- Acknowledge that referees are part of the game and they can make mistakes just like a player can. Appreciate their effort and their importance as the game cannot be played without them. Referees receive very little recognition but a thankyou at the end of the game by the players goes a long way.
- If you disagree with an official raise the matter with your coach and go through the right channels.
- Deliberately striking or intention of causing grievous bodily harm to an official or player is not acceptable and may result in expulsion from the centre.
- Encourage your team members with positive comments and reassurance if needed.
- Appreciate and applaud good performance.
- Play fair and according to the rules.
- Have fun and enjoy your sport.

### **OFFICIALS**

Referees, Court Supervisors and Bench Officials are expected to

- Conduct themselves professionally showing no bias.
- Respect the rights of the players.
- Control games in a professional manner ensuring players are not put at risk.

### **NOTE**

- The committee reserves the right to contact the NSW Police Service for the management of serious incidents or breaches of this code.

## **CONTACTING THE MANAGEMENT COMMITTEE**

The WISA Inc Management Committee operates generally through the gmail email system. Items can be raised or enquiries made by emailing [wisa2845@gmail.com](mailto:wisa2845@gmail.com)

The Management Plan is reviewed annually by the Management Committee. Alterations to the Plan can only occur following consultation with the WISA Executive Members. Alterations must be minuted by the Secretary and endorsed by the committee. A copy of the new document must be supplied to Lithgow City Council representatives along with all WISA executive members.



**Minister for Education**

("The Minister")

**and**

**Lithgow City Council**

("The Council")

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**JOINT USE AND MANAGEMENT AGREEMENT**

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I V KNIGHT  
Crown Solicitor  
60-70 Elizabeth Street  
SYDNEY NSW 2000

DX 19 SYDNEY  
Tel: (02) 9224-5079  
Fax: (02) 9224-5144  
Ref: EDU53400885  
T02 Claire Armour

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## Joint Use and Management Agreement

THIS AGREEMENT is made on .....*14th*..... day of ...*December*... 2016.

**BETWEEN** THE MINISTER FOR EDUCATION of the State of New South Wales for and on behalf of the said State, 35 Bridge Street, Sydney in the State of New South Wales ("the Minister") of the first part; and

**AND** LITHGOW CITY COUNCIL ABN 59 986 092 492 of Council Chambers, Mort Street, Lithgow in the State of New South Wales ("the Council") of the second part

### WHEREAS:

- A. The Council is the registered proprietor of the Land.
- B. The Centre was constructed by Council on the Land.
- C. The Minister contributed \$200,000.00, the (then) Department of Sport and Recreation contributed \$200,000.00 and the Council contributed \$100,000.00 towards the construction cost.
- D. The Centre was opened on or around 1 November 2003.
- E. The Minister and the Council are desirous that the Centre should be made available for the purposes of social, educational, cultural, recreational and sporting activities to the School, to members of the public and to bodies or associations desiring to conduct such activities and have constituted the Management Committee for the purpose of managing the Centre.
- F. The parties have agreed to enter into this Agreement for the purpose of setting out the terms and conditions upon which the Minister and the Council intend to make available the Centre and the Carpark for the activities referred to in Recital E above.

IT IS AGREED by the Minister and the Council as follows:

### 1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires:

"Carpark" means the Wallerawang Indoor Sports Centre carpark situated on the Land;



**"Centre"** means the facilities or a part of them constructed on the Land and known as Wallerawang Indoor Sports Centre;

**"Committee"** means the Management Committee of Wallerawang Indoor Sports Association Incorporated (Certificate of Incorporation Y2297311) constituted under its constitution annexed to this Agreement and marked "A";

**"Council"** means Lithgow City Council or its successors;

**"Department"** means the Department of Education and Communities of the State of New South Wales or its successor;

**"Fund"** means the fund referred to in Clause 5.1 of this Agreement;

**"Land"** means all that piece or parcel of land located at Wallerawang, in the Parish of Lidsdale, County of Cook being Lot 21 in Deposited Plan 1217065 being the whole of the land comprised in Folio Identifier 21/1217065;

**"Manager"** means the Manager Property, Assets Management Directorate of the Department and includes the person for the time being acting in that position;

**"Minister"** includes the successors in office of the Minister;

**"Mayor"** means the Mayor of Lithgow City Council for the time being and includes the successors in the office of the Mayor;

**"Principal"** means the principal of the School and includes the person for the time being acting in that position;

**"School"** means the Wallerawang Public School;

**"Secretary"** means the Secretary of the Department and includes the person for the time being acting in that position and any delegate of the Secretary authorised to exercise the powers of the Secretary in relation to this Agreement.

1.2 Except where the context otherwise requires:

- (a) a word importing the singular number shall be regarded as importing the plural number and vice versa; and
- (b) a reference to a Clause, Recital or Schedule is a reference to a Clause, Recital or Schedule to this Agreement and a reference to a Paragraph is a reference to that Paragraph in the Clause in which the reference occurs.

## 2. Term

2.1 This Agreement will continue in force from the commencement date of 1 November 2003 until the expiry of a period of twenty (20) years together with one (1) option period of twenty (20) years to renew the Agreement with such options to be

exercised in accordance with Clause 20 and unless previously terminated as provided in this Agreement.

### **3. Management**

- 3.1 The Council will make the Centre available in accordance with this Agreement for the purposes specified in Recital E.
- 3.2 The promotion, management, care and control of the Centre will be the responsibility of the Committee.
- 3.3 Subject to the approval of the Minister and the Council, the Committee may amend its Constitution **PROVIDED THAT** should there be any inconsistency between the provisions of this Agreement and the Constitution then the provisions of the Agreement shall prevail.

### **4. Use**

- 4.1 On weekdays during school terms (public holidays excepted) the Minister will be entitled to the exclusive use of the Centre and the Carpark for the purposes of the School between the hours of 8:00am and 4:00pm.
- 4.2 If the Centre is required for school purposes at any time outside the hours specified in Clause 4.1 then the Principal may make application to the Committee for the use of same and the School will have priority to use the Centre for all of its requirements provided that such booking is within one month of the date of application and there is no prior booking when the Principal makes the application.
- 4.3 No charge will be made for the use of the Centre for normal school purposes pursuant to Clauses 4.1 and 4.2.
- 4.4 If, on any occasion, the Centre is not required for school purposes between the hours specified in Clause 4.1, the Principal may consent, such consent not to be unreasonably withheld, to the Centre being hired or used at the discretion of the Committee.

### **5. Funds**

- 5.1 The Committee may determine and charge fees and the payment of a security bond for the hire of the Centre. The fees and bond will form a Fund that the Committee has the management, care and control of in accordance with this Agreement.
- 5.2 The Committee may authorise payments from the Fund for the proper and normal running expenses of the Centre, including payments for the purchase of items of equipment, furniture, fittings or other facilities, which are for the purposes of the Centre.

5.3 If there are any funds remaining after the payment of such expenses and the purchase of such items, the remainder may be used at the discretion of the Committee for the purposes of carrying out improvements and repairs to the Centre from time to time and for such other purposes as may be approved by the Minister and the Council.

5.4 If, at the termination of this Agreement, there are funds remaining that have not been allocated for payments approved by the Committee for any authorised purpose, then the Minister and the Council will be entitled to such funds in the proportion they contributed as set out in Recital C.

## **6. Approvals and Improvements**

6.1 The written approval of the Manager and Council must first be obtained before any structural alteration, addition or improvement is carried out to the Centre or any permanent fixture installed therein.

6.2 The parties may agree that the Fund is to be used to pay for any such alterations, additions or improvements to the Centre. If the Fund does not contain sufficient funds to pay for such alterations, additions or improvements, then the same will be paid for by the Council.

## **7. Ownership of Equipment/Fittings etc.**

7.1 The parties agree that any items of equipment, furniture, fittings or facilities, which are not fixtures, and which are in the Centre or which are subsequently purchased by the Committee during the term of this Agreement, are owned by the Council.

7.2 In the event of termination of this Agreement the items of equipment, furniture, fittings and facilities described in Clause 7.1 and all other items of equipment, furniture, fittings or facilities, not being fixtures, will be retained by the Council.

## **8. Cleaning, Maintenance, Repairs**

8.1 The cost of any repairs and maintenance that are required as a consequence of the use of the Centre shall be paid for from any security bond held by the Committee for the hire of the Centre by a hirer or from the Fund or partly from one and partly from the other.

8.2 The Committee will arrange to keep clean the Centre and appurtenances when it is in use and will attend to all arrangements for the hire of the Centre during the periods when the School is not open for pupils.

8.3 The Committee will be responsible for the caretaking and general security of the Centre when the Centre is available for use by a hirer and otherwise unavailable for the use of pupils of the School.

## **9. Hire**

- 9.1 The Committee will determine the arrangements for hire of the Centre. The Committee may arrange for bookings for the hire of the Centre and may appoint or hire a booking officer or agent through which booking arrangements may be made.

## **10. Damage of Centre**

- 10.1 Subject to clause 19, the Council agrees to repair or replace promptly, at least to the standard existing immediately prior to the damage, the Centre and its contents or any part thereof partially destroyed or damaged by fire, storm or tempest or other act of God.

## **11. Insurance and Indemnity**

- 11.1 The Minister will be responsible for insuring the Centre against all risks associated with workers' compensation insofar as it relates to employees of the Department and their use of the Centre.
- 11.2 The Council will be responsible for insuring the Centre against all risks associated with workers' compensation insofar as it relates to the officers, employees, agents or contractors of the Council and of the Committee and their use of the Centre.
- 11.3 The Council will be responsible for insuring the Centre against all risks associated with public liability insofar as it relates to all hirers and other users of the Centre and to the officers, employees, agents or contractors of the Council and of the Committee and their use of the Centre.
- 11.4 The Council will indemnify members of the Committee, the Minister and the State of New South Wales against any claims, actions, suits, costs and demands made with respect to the abovementioned risks **UNLESS** caused by the negligent act or omission of the Department's employees, agents or contractors.
- 11.5 Insurance of the Centre, and any equipment provided by the Department, against fire, storm or tempest or other act of God shall be taken out and kept on foot by the Council in the names of the Minister and the Council. Such insurance shall be taken out for an amount and with a company as the Minister and the Council may agree upon. The premiums for such insurance shall be paid from the Fund held by the Committee or by the Council.
- 11.6 Insurance of the Centre, and any equipment provided by the Department, against theft and malicious damage shall be taken out and kept on foot by the Council in the names of the Minister and the Council. Such insurance shall be taken out for an amount and with a company as the Minister and the Council may agree upon.
- 11.7 Insurance of the contents of the Centre supplied by the Committee, against theft and malicious damage shall be taken out and kept on foot by the Committee in the name

of the Council. Such insurance shall be taken out for an amount and with a company as the Minister and the Council may agree upon. The premiums for such insurance shall be paid from the Fund held by the Committee.

## **12. Services**

- 12.1 The Council will be responsible for payment of all charges for gas, water and electricity which may properly be assessed in respect of the Centre and will be reimbursed by the Committee for such proportion of such charges as the parties determine are referable to use of the Centre by hirers thereof.

## **13. Access**

- 13.1 The contractors authorised so to do by the Committee will be entitled to have access to the Land for the purpose of complying with instructions of the Committee as regards cleaning, maintenance and security of the Centre as required by this Agreement **PROVIDED THAT** such access will be had at such times as may be approved by the Principal and in having such access and complying with such obligations the contractors will not unduly interfere with the activities of the staff or pupils at the School.

## **14. School Property**

- 14.1 Nothing contained in the Agreement shall entitle the Council, the Committee or any invitee to use any building structure facility fixture fitting equipment or appliance within the grounds of the School other than the carpark of the School in accordance with the terms of the Licence Agreement for Car Parking at Wallerawang Public School between the Minister and the Council dated the                      day of                      20

## **15. Waiver, Variation**

- 15.1 None of the provisions of this Agreement shall be taken either at law or in equity to have been varied waived discharged or released by the Minister or the Council unless by the Minister's or the Council's express consent in writing respectively.

## **16. Consents and Approvals**

- 16.1 Any approval or consent which may be made or given by the Minister under this Agreement may be made or given by the Secretary.

## **17. Notices**

- 17.1 Any notice given under this Agreement:
- (a) must be in writing addressed to the intended recipient at the address shown below or the address last notified by the intended recipient to the sender:

- (i) Secretary  
Department of Education and Communities  
Level 4  
35 Bridge Street,  
SYDNEY NSW 2000  
Attention: Manager Property, Asset Management Directorate  
Telephone: (02) 9561 8904  
Facsimile: (02) 9561-8438
- (ii) The General Manager  
Lithgow City Council  
Address: 180 Mort Street  
LITHGOW NSW 2790  
Telephone: (02) 6354 9999  
Facsimile: (02) 6351 4259

- (b) must be signed by a person duly authorised by the sender; and
- (c) will be taken to have been given or made:
  - (i) in the case of delivery in person or by post when delivered or received, or left at the above address; and
  - (ii) in the case of delivery by facsimile when a confirmation report is received on the facsimile machine showing confirmation or receipt;

## **18. Disputes**

- 18.1 In the event of any dispute or difference between the parties as to any matter or thing arising out of this Agreement then such dispute or differences shall be submitted by the parties for arbitration by the Manager, or equivalent, of the Council and Manager provided that should they fail to agree the matter in dispute shall be submitted to an agreed independent third party for dispute resolution and both parties shall abide by the ensuing decision.
- 18.2 The parties must share equally the fees and out-of-pocket expenses of the independent third party for the decision, and bear their own expenses.

- 18.3 The parties agree to continue performing their obligations under this Agreement while the dispute or difference is being dealt with in accordance with this Clause.

## 19. Termination

- 19.1 Notwithstanding any other provision of this Agreement:

- (a) if the Centre or any part thereof is acquired by compulsory process for any public purpose, or
- (b) if the Centre is totally destroyed or damaged by fire, storm, tempest or other act of God, or
- (c) if the Centre is partially destroyed or damaged by fire, storm, tempest or other act of God to the extent that the Minister cannot use the Centre for the purposes of the School and the Council elects not to repair or rebuild the Centre after its damage,

then either the Minister or the Council may terminate this Agreement as it applies to the Centre by giving to the other three (3) months notice in writing.

- 19.2 If a notice is given as provided in Paragraph 19.1 then at the expiration of such notice the obligations of all the parties shall absolutely cease and determine **PROVIDED THAT** should this Agreement be so determined the Centre shall be valued by the Valuer General in the case of Paragraph 19.1(a) as at the date of compulsory acquisition and in the case of Paragraph 19.1(b) or 19.1(c) as at the date immediately prior to the day the Centre was totally or partially destroyed or damaged and the amount of such valuation shall be shared by the Minister and the Council in the same proportion as the Minister and Council have contributed to the total costs of construction.
- 19.3 If and whenever there is a breach by the Council of any of the terms or conditions of this Agreement, then the Minister may provide the Council with a notice in writing specifying the nature of the breach and requiring the Council to rectify that the breach within the period specified in that notice. The period specified in the notice will, in the opinion of the Minister, be reasonable given the nature of the breach. If Council has not rectified the breach to the Minister's reasonable satisfaction by the expiration of the period specified in the notice, the Minister may terminate this Agreement by one (1) month's notice in writing to the Council but without prejudice to any claim which the Minister may have against the Council in respect of any breach of this Agreement.
- 19.4 If the Minister terminates this Agreement in accordance with Clause 19.3 and without prejudice to the Minister's rights against the Council in respect of the breach, Council will, within six (6) months of the date of the termination, reimburse the Minister for a proportion of his contribution towards the construction cost of the Centre as set out in Recital C.

19.5 For the purposes of Clause 19.4, the proportion of the Minister's contribution towards the construction cost of the Centre which must be reimbursed by the Council will be reduced by 2.5% for each year or part of a year which has elapsed between the commencement date of this Agreement of 1 November 2003 and the date of the termination of this Agreement to the effect that, by way of example, should this Agreement be terminated:

- (a) on the fifth (5<sup>th</sup>) anniversary of the commencement date, the Council must reimburse the Minister for 87.5% of his contribution;
- (b) following the twelfth (12<sup>th</sup>) anniversary of the commencement date, the Council must reimburse the Minister for 67.5% of his contribution;
- (c) following the twenty-eighth (28<sup>th</sup>) anniversary of the commencement date, the Council must reimburse the Minister for 27.5% of his contribution; and
- (d) following the fortieth (40<sup>th</sup>) anniversary of the commencement date, no reimbursement by the Council to the Minister is required.

## 20. Option Renew

20.1 If the Minister wishes to take a renewed Agreement from the expiration of the term of this Agreement and if the Minister gives the Council notice of this in writing, not less than three (3) months and not more than six (6) months prior to the expiration of the term of this Agreement, then the Council will enter into a renewed Agreement with the Minister for a further term of twenty (20) years from the expiration of the term of this Agreement subject to the same terms and conditions of this Agreement (except this Clause 20.1 will be deleted and other amendments will be made to the Agreement to reflect the further term).

## 21. Interdependency

21.1 This Agreement is interdependent with the Licence Agreement for Car Parking at Wallerawang Public School between the Minister and the Council dated the ...14<sup>th</sup> day of... December... 2014 ("Car Parking Licence") to the effect that:

- (a) a breach of a term of this Agreement will be deemed to be a breach of the Car Parking Licence; and
- (b) a breach of a term of the Car Parking Licence will be deemed to be a breach of this Agreement.

## 22. Easement

22.1 The School is situated on land adjacent to the Land and identified as the whole of the land comprised in Folio Identifier 22/830058.



- 22.2 The Minister has granted the Council a right of carriageway over part of the School land.
- 22.3 The easement has been registered on the title to the Land and the title to the School land as Easement Registered No AM119191 [complete] ("Easement").
- 22.4 The Easement provides that the Minister has the right to release, vary or modify the right of carriageway.
- 22.5 The Minister and the Council agree that:
- (a) upon expiration of the term of this Agreement, or if this Agreement is renewed under Clause 20, the expiration of the term of that Agreement, or
  - (b) the termination of this Agreement,
- the Minister will release the Easement.

## 23. Miscellaneous

### No Tenancy

- 23.1 The parties acknowledge and agree that nothing herein contained shall amount to or be construed as a demise or be deemed to create any lease or tenancy in favour of the Minister.

### No Partnership

- 23.2 Nothing contained in this Agreement shall be deemed to constitute a partnership between the parties.

### Laws to apply

- 23.3 This Agreement will be interpreted and construed and the rights of the parties shall be determined in accordance with the laws of the State of New South Wales.

### Severability

- 23.4 If any part of this Agreement is void or voidable then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

### Assignment

- 23.5 The Council must not assign or novate this Agreement without first obtaining the written consent of the Minister.

**Rights Cumulative**

23.6 The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

**IN WITNESS** whereof the Minister and the Council have executed this Agreement the day of the year first hereinbefore mentioned

This agreement is executed on \_\_\_\_\_ 20\_\_\_\_.

Signed by ANTHONY PERRAU as )  
Delegate of the **MINISTER OF EDUCATION** )  
pursuant to section 125 of the *Education Act* )  
1990 and I hereby certify that I have no notice of )  
the revocation of such delegation )

Ohw )  
..... )  
(Witness)

APerrau )  
..... )  
(Minister's Delegate)

DAWN FESHER )  
..... )  
(Print name)

Signed for and on behalf of **CITY OF** )  
**LITHGOW COUNCIL** )  
**ABN 59 986 092 492** )  
by the Authorised Officer whose signature )  
appears opposite in the presence of: )

AMuir )  
..... )  
(Signature of Authorised Officer)

[Signature] )  
..... )  
(Signature of witness)

**ANDREW CHRISTOPHER MUIR** )  
~~Koger William Sarley~~ )  
..... )  
(Name of Authorised Officer)

TRINITY JANE NEWTON )  
..... )  
(Name of witness)

ACTING GENERAL MANAGER )  
..... )  
(Position)

## ACTIVE SPORTS FINISHER FLOOR CLEANING PROCEDURES

The procedures listed below are designed to guide the maintenance staff in the proper day-to-day cleaning procedures of the timber sports floor surface.

### DAILY PROCEDURES

Sweep the floor using a regular, soft bristle push broom, to rid the floor of sand and other grit that is tracked onto the floor.

Using an untreated scissor broom, sweep the floor the length of the floor area, shaking any collected dust and grit from the scissor broom at each end.

### WEEKLY PROCEDURES

The procedure described below is intended to rid the sports floor of build-up of films left from shoes and other materials that come into contact with the floor. The solution described below will restore lustre to the floor finish and surface.

- 🌀 Mix one cup of Velocity Green Earth Cleaner in a 20 litre bucket.  
**(Velocity cleaner available from Shoreline Sports Floors  
[www.shorelinefloors.com.au](http://www.shorelinefloors.com.au))**
- 🌀 Immerse a Enhanced Floor Cleaning Micro Fibre Towel into Velocity/water solution until it is completely wet. Wring the towel to a damp state, voiding it of excessive water.
- 🌀 Lay the Micro Fibre Towel at one corner of the floor area, place the Enhanced Floor Bar on the towel and fold the front, side and edges up into space provided for weights, place weights in the bar to hold micro fibre towel together.
- 🌀 Walk the length of the floor area, stopping the opposite end of the starting end. Moving over three feet, reverse the Micro Fibre towel and walk the floor back to the starting position.
- 🌀 Reimmerse the towel into the Velocity/water solution to rid it of collected dust and dirt, wring to a damp state and repeat the above procedures, until the entire floor has been covered.
- 🌀 A live demonstration can be found on our website at [www.shorelinefloors.com.au](http://www.shorelinefloors.com.au)



## YEARLY PROCEDURES

The procedure described below needs to be completed on an annual basis to make sure the Timber Floor surface is returning the required slip resistance to user groups and appropriate finish thickness is protecting the painted enamel line markings.

- 🌀 100 grit abrade of the total floor area.
- 🌀 Vacuum and mop surface.
- 🌀 Apply one coat of **Active Sports Finisher** to the total floor area (DIN Certified)

**Please contact Shoreline Sports Floors in regards to the required annual maintenance. Shoreline can provide a range of cost affective maintenance packages, which will protect your facilities greatest asset.**

## AS NECESSARY PROCEDURES

To remove black shoe heel and sole marks, rub the mark with a rag that has been soaked in white spirits.

Gum may be removed by using a plastic scraper and rubbing the affected area with a rag, soaked in white spirits.



## CARING FOR YOUR CUSTOM BUILT FLOOR

### Protecting Your Investment

#### **Coating System:**

Your new timber floor has been finished with multiple coats of the finest Oil Modified Urethane. This finish has been specifically designed for sports building and sports usage. Caring for your coating program should include some of the following:

#### **Protective Mats:**

Entrances to the sports flooring area should have protective matting installed allowing footwear to be wiped clean and dry before entering the sports playing area.

Stones lodged within the tread of the footwear should be removed.

Footwear: Specifically designed sports footwear should be worn when on your timber sports floor.

Normal street shoes should be avoided. It is normal for the sports shoes to leave rub marks on the top of the coating; these marks may remove with normal foot traffic.

#### **Tables and Chairs:**

Any tables and/or chairs that are to be installed or positioned on the sports floor should have careful consideration shown that all protective plastic caps are fitted correctly and that there are no exposed metalwork to the feet and or legs. As these caps wear they should be replaced with new ones to help protect the coating surface.

To reduce the risk of damage, tables and chairs should be lifted and not dragged across your floor.

#### **Sports Equipment:**

Installation and removal of the sports equipment should be carried out by trained facility staff. When changing the sports equipment do not let the base of any game posts drop or slide across the timber floor as this will damage the coating program.

Wooden sports equipment should have polyurethane protective covers fitted to help minimised damage. Roller skates should utilize non marking urethane wheels and stoppers. Roller blades should utilize soft non marking urethane wheels. Protruding metalwork and bolts should be fitted with protective caps.

**Please note that Shoreline Sports Floors does not recommend using any type of tape on the Timber Floor surface due to the floor damage which can be caused by certain adhesives. Please contact Shoreline Sports Floors for further information.**



ANNEXURE "F"

EASEMENT AM119192, RIGHT OF WAY - PART 22/830058  
REG PROP - MINISTER FOR EDUCATION  
BURDENED LOT - LOT 22 DP 830058 (SERVIENT TENEMENT)  
BENEFITTING LOT - LOT 21 AND 22 DP 1217065 (DOMINANT)

WALLERWANG PUBLIC SCHOOL CARPARK - PART 22/830058  
REG PROP - MINISTER FOR EDUCATION  
LICENCE TO LITHGOW CITY COUNCIL

WALLERWANG INDOOR SPORTS CENTRE - 21/1217065  
REG PROP - LITHGOW CITY COUNCIL  
LICENCE TO MINISTER FOR EDUCATION  
PROPOSED LICENCE TO WISA

