

## Draft Key Terms - Deed of Agreement for the Use of Lathlain Park

This attachment summarises the proposed key terms for a new Deed of Agreement between the Town of Victoria Park and Indian Pacific Limited, trading as the West Coast Eagles. The proposed deed will provide landlord approval for the continued playing of specified games on Oval 1 at Lathlain Park / Mineral Resources Park. The terms are provided for Council's consideration and are subject to final legal drafting and execution by the parties.

### Council approval and legal status

All negotiations, discussions and correspondence with the Town are non-binding on Council and do not create a binding legal relationship. A binding arrangement will only be created following Council authorisation, completion of any required legal and governance processes, preparation or review of the deed by the Town's lawyers to the satisfaction of the Chief Executive Officer, and execution of the deed by all parties.

The proposed deed is a landlord approval under the existing lease arrangements. It does not constitute planning approval, development approval, building approval, liquor approval or approval to operate outside any applicable statutory approval or the approved Lathlain Park Management Plan 2024.

### Proposed key terms

Reference Schedule:	Proposed final position:
<b>Owner</b>	Town of Victoria Park (ABN 77 284 859 739)
<b>Tenant</b>	Indian Pacific Limited (ABN 009 178 894)
<b>Lease</b>	A lease between the Owner and Tenant dated 13 July 2016.
<b>Premises</b>	As described in the existing lease. Any required variation to the premises or lease area is to be dealt with through separate documentation, if required.
<b>Variation term</b>	Up to 10 years commencing on the Effective Date and expiring on the End Date, unless the deed ends earlier in accordance with its terms.
<b>Effective Date</b>	22 December 2025, subject to final legal drafting.
<b>End Date</b>	22 December 2035, unless the deed ends earlier in accordance with its terms.
<b>Relationship with existing lease</b>	The existing lease remains in full force and effect except to the extent varied by the deed. The deed will provide landlord approval for the playing of specified games on Oval 1 but is not intended to vary the lease more broadly.
<b>Key Terms:</b>	
<b>1. Condition precedent</b>	This Deed is conditional on the Owner executing this Deed and this Deed will have no force and effect until the Owner has executed this Deed.
<b>2. Variation of Lease</b>	<ul style="list-style-type: none"> <li>a) With effect from the Effective Date, the playing of Games on Oval 1 will be permitted subject to and in accordance with the terms and conditions of this Deed.</li> <li>b) Except as varied by this Deed, the Lease remains in full force and effect.</li> </ul>
<b>3. Term of Deed</b>	<ul style="list-style-type: none"> <li>a) The Parties acknowledge and agree that: <ul style="list-style-type: none"> <li>i. this Deed will automatically expire on the End Date and the rights granted under by this Deed to permit the playing of Games will cease to apply; and</li> <li>ii. with effect from the End Date, the Lease will be interpreted without regard to this Deed.</li> </ul> </li> <li>b) Prior to the end date, the Tenant may: <ul style="list-style-type: none"> <li>i. apply to the WAPC for approval to play Games at the Premises; and</li> <li>ii. request that the Owner considers entering into another Deed with respect to the use of the Premises for the playing of Games.</li> </ul> </li> </ul>
<b>4. WAFL, AFLW and AFL Men's Pre-Season Games permitted on Oval 1</b>	Without limiting the terms of the Lease, subject to the Tenant complying with the terms and conditions set out in this Deed, the Tenant is permitted to use Oval 1 for the playing of WAFL, AFLW and AFL Men's Pre-Season Games during the Variation Term.

Reference Schedule:	Proposed final position:
<b>5. Oval 2</b>	<ul style="list-style-type: none"> <li>a) The Tenant must not play, or permit to be played, any WAFL, AFLW or AFL Men's Pre-Season Games on Oval 2 at any time.</li> <li>b) The Tenant must not restrict or prohibit, or permit to be restricted or prohibited, public access to Oval 2 when any WAFL, AFLW or AFL Pre Season Games are being played.</li> <li>c) The Tenant must not, and the Tenant must ensure that its Permitted Persons do not, use Oval 2 for car parking or parking any motorcycles, trailers, trucks, caravans or any other vehicle at any time.</li> <li>d) For the avoidance of doubt, this clause 5 shall not supersede any of the provisions of the Lease relating to Oval 2.</li> </ul>
<b>6. Compliance with 2024 LPMP</b>	WCE must comply with the Lathlain Park Management Plan 2024 at all times, together with any relevant statutory approvals, plans, protocols or operational requirements applying to games and events at Lathlain Park.
<b>7. Annual fixtures</b>	The Tenant must provide annual AFLW, WAFL and AFL Men's Pre-Season (or similar) fixtures to the Owner within a reasonable time prior to the commencement of each season and in any event prior to the commencement of each season once available.
<b>8. Maximum number of game days</b>	<p>The Tenant acknowledges and agrees that the maximum number of days the Tenant will be permitted to use Oval 1 for playing WAFL, AFLW and AFL Men's Pre-Season Games per calendar year is 45, of which no more than:</p> <ul style="list-style-type: none"> <li>a) 3 games may be AFL Men's Pre-Season Games; and</li> <li>b) 20 Games may be played under lights</li> </ul>
<b>9. Night games</b>	No more than 20 games under lights per calendar year. If any part of a game is played under lights, that game is to be treated as a night game.
<b>9A. Emergency Game</b>	<ul style="list-style-type: none"> <li>a) Notwithstanding any other provision of this Deed, the Tenant may request the Owner's approval to use Oval 1 for the playing of a Game on Monday and/or Thursday in the event of an Emergency Situation.</li> <li>b) In the event of an Emergency Situation the Tenant must: <ul style="list-style-type: none"> <li>i. notify the Owner as soon as practicable after becoming aware of the Emergency Situation and, where reasonably possible, not less than 24 hours prior to the Game</li> <li>ii. obtain the Owner's prior written approval (not to be unreasonably withheld);</li> <li>iii. ensure that the Game is conducted in accordance with all requirements of this Deed of Agreement.</li> <li>iv. comply with any reasonable operational requirements of the Owner, including in relation to community impacts and recovery of additional direct costs incurred.</li> </ul> </li> </ul>
<b>10. AFL Premiership Season</b>	The Tenant acknowledges and agrees that the playing of AFL Premiership Season games or matches at any time is prohibited.
<b>11. Game Days</b>	<p>During the Variation Term:</p> <ul style="list-style-type: none"> <li>a) WAFL;</li> <li>b) AFLW; or</li> <li>c) AFL Men's Pre-Season,</li> </ul> <p>Games can only be played on Friday, Saturday, Sunday and Public Holidays in the State, and where applicable under key term: 9A Emergency Game on Monday and Thursday., aligned with the requirements in the 2024 LPMP.</p>
<b>12. Crowd Capacity and Crowd Management Plan</b>	<ul style="list-style-type: none"> <li>a) The Tenant must not permit, or allow to be permitted, any more than 6,500 spectators or persons to the Premises at any time.</li> <li>b) The Parties acknowledge that crowd capacity at the Premises is to be measured and controlled by the Crowd Management Plan.</li> <li>c) The Tenant must comply with the Crowd Management Plan at all times.</li> </ul>
<b>13. Special Events Management Plan</b>	The Tenant to comply with the terms, limitations and requirements of the Lathlain Park Management Plan 2024 and any applicable statutory approvals or operational requirements.
<b>14. Perth Demons</b>	<ul style="list-style-type: none"> <li>a) The Tenant acknowledges that the Perth Demons will continue to use Oval 1 for their fixtured games in collaboration with the Tenant.</li> </ul>

Reference Schedule:	Proposed final position:
	<p>b) Subject to any right of the Perth Demons to use Oval 1, the Tenant agrees and undertakes that, if the Perth Demon's access to and use of Oval 1 in accordance with the Lease will be impacted or reduced by the playing of WAFL, AFLW and AFL Men's Pre-Season Games in accordance with this Deed, then the Tenant will be responsible to:</p> <ul style="list-style-type: none"> <li>i. do all things required to procure the Perth Demons to agree to alternative access and use of Oval 1; and</li> <li>ii. to provide such alternative access and use of Oval 1 to the Perth Demons,</li> </ul> <p>to the satisfaction of the Perth Demons.</p>
<p><b>15. Notify Neighbours</b></p>	<p>The Tenant must:</p> <ul style="list-style-type: none"> <li>a) provide annual WAFL, AFLW and AFL Men's Pre-Season fixtures to any owners, tenants or occupiers of any property in the Neighbouring Area (200m radius of Lathlain Park) within a reasonable period before the commencement of each season; and</li> <li>b) ensure that the WAFL, AFLW and AFL Men's Pre-Season fixtures are readily available on the Tenant's and its associated club websites.</li> </ul>
<p><b>16. Transport Impact Assessment, Traffic Management Plan and Travel Plan</b></p>	<p>The Tenant to comply with the terms, limitations and requirements of the Lathlain Park Management Plan 2024 and any applicable statutory approvals or operational requirements.</p>
<p><b>17. No Nuisance</b></p>	<ul style="list-style-type: none"> <li>a) The Tenant must not do, or permit to be done, anything which may be a nuisance, disturbance, anti-social behaviour or annoyance (<b>Nuisance</b>) to the Owner, Perth Demons or any owners, tenants or occupiers of any property in the Neighbouring Area.</li> <li>b) In connection with any Nuisance, the Tenant must promptly inform the Owner of any complaints received and report to the Owner, when requested, as to the actions taken by the Tenant to prevent Nuisances.</li> </ul>
<p><b>18. Alcohol</b></p>	<p>WCE may sell alcohol at the premises only if it obtains and maintains all required liquor licences or permits, complies with the Liquor Control Act 1988 (WA), all licence conditions and any other relevant legal requirements, provides licence documentation to the Town when required, and indemnifies the Town in relation to relevant breaches, subject to final legal drafting.</p>
<p><b>19. Costs</b></p>	<ul style="list-style-type: none"> <li>a) The Tenant must pay the Owner's costs of and associated with the preparation of this Deed, noting the Tenant has put forth the drafting of the amendments with the intention to reduce costs.</li> <li>b) The Tenant must pay its own costs in connection with the preparation, negotiation, and execution of this Deed.</li> <li>c) The Tenant must pay the duty (if any) payable in relation to this Deed.</li> </ul>
<p><b>General provisions</b></p>	<p>The deed is expected to retain standard provisions dealing with notices, governing law and jurisdiction, severance, entire agreement, supervening laws, counterparts, construction, default, definitions and interpretation, subject to final legal drafting.</p>

## Note

This attachment is intended to provide Council with a clear summary of the proposed deed terms. It is not a substitute for the final deed and does not limit the ability of the Town's lawyers to refine drafting, terminology and structure, provided the final deed remains generally consistent with the substance of the key terms authorised by Council.