

Key Terms	
Council Approval and LGA Compliance	All negotiations, discussions and correspondence are non-binding on the Council and do not create a license or agreement to license. Pre-requisites for any binding legal relationship to be created include a Council resolution, Local Government Act compliance and conclusion of appropriate license documentation drafted by the Town's lawyers to the Town's satisfaction and executed by all parties.
Licensor	Town of Victoria Park ABN 77 284 859 739
Licensee	Victoria Park Xavier Hockey Club Inc. ABN 92 084 554 734.
Premises	<ul style="list-style-type: none"> • That part of the Land and the Building located at and known as the Club Rooms at Fletcher Park Pavilion, Weston Street, Carlisle WA 6101 comprising an area of approximately 964m². • Access on a non-exclusive basis for the field shaded red in <i>Annexure A</i>. • Non-Exclusive License for the Liquor Licence area shown in <i>Annexure C</i>, comprising an area of approximately 1145m². <p>For the avoidance of doubt, the Premises does not include the public toilets attached to the Building comprising an area of approximately 6m² (Shaded yellow in <i>Annexure A</i>)</p>
Agreement Type	Seasonal License
Term	3 years (1 April – 30 September each year)
Further Term	3 years
Rent	\$2,744.15+GST (as of season 2024)
Goods and Services Tax (GST)	The Licensee will be required to pay GST as it applies to payments under the License. All amounts referred to in this proposal do not include GST.
Rent Review	CPI increase on each anniversary date of commencement.
Commencement Date	Upon execution of the License agreement.
Outgoings	<p>(a) The Licensee is responsible for their proportionate share of outgoings attributable to the premises, including all operating/running costs, including but not limited to all utilities related to their use (e.g. electricity, gas, water, telecommunications).</p> <p>(b) A 20% discount to apply to the on-charging of water and electricity costs.</p>
Maintenance	<p>(a) The Licensee must undertake cleaning responsibilities in accordance with Cleaning Guide (<i>Annexure B</i>) and must always keep the premises in a clean and sanitary state;</p> <p>(b) The Licensor is responsible for reasonable maintenance of the facility (subject to availability of funds on the Towns</p>

	budget), including responsibility for the facility's structure, as well as any capital development of the facility to the extent that any of the forgoing arise from fair wear and tear only.
Cleaning	The Licensee will arrange for its own cleaners to clean the Premises at its own cost and to align with the cleaning guide as outlined in <i>Annexure B</i> .
Assignment & Sublicense	Prior written consent, in accordance with Head Agreement and subject to the Town being satisfied with the terms and conditions of any sublicense agreement.
Permitted Use	Hockey club, including social activities and the playing of other sports which could reasonably be expected to be associated with the Permitted Use. The Premises must not be used for any illegal or immoral purpose or for any business or commercial purpose.
Operating Hours	Hours to be within applicable planning and legislative parameters. If the hours are altered or changed, the Licensee must notify and gain approval from the Licensor.
Insurance	<p>The Licensee will be responsible for obtaining appropriate insurance (e.g. public liability insurance, contents insurance etc.) A copy of the Licensees' certificates of currency only will be provided upon request by the Licensor.</p> <p>The Licensor continues to self-insure the building through the LGIS. The License agreement to state that provided each party complies with these insurances, no further requirement applies to take out further insurances.</p>
Documentation and Costs	Each party will be responsible for its own legal costs and disbursements incurred in the preparation, negotiation, and finalisation of the License.
Make Good	The Licensee will be required to remove all Licensee's property and leave the Premises in a clean and tidy condition. It will make good any damage to the Premises caused by such removal (fair wear and tear excepted).
Special Conditions	<p>(a) The License agreement to be drafted by the Towns lawyers.</p> <p>(b) The License will include a redevelopment clause, whereby if the Town wishes to significantly redevelop the site the License can be terminated by the Town giving six months written notice to the Licensee to vacate the premises and the same written notice to the Licensee will indicate that the License will be terminated six months from the date of notice.</p>
Liquor Licensing Provisions	<p>The Licensee must (at its cost and at all times during the Term):</p> <p>(a) comply with all conditions imposed under the Liquor Licence.</p> <p>(b) comply with the Liquor Control Act.</p>

Annexure A:



Annexure B:

Annexure B: Seasonal user cleaning guide for town of victoria park facilities

Please note: Any damage to the facilities caused through seasonally-hiring Club representatives and /or their guests must be repaired prior to the end of season.

General

1. Clean all windows, window sills, sliding doors and tracks, fly and security screens.
2. Hard floor surfaces and skirtings to be disinfected and mopped clean, removing all marks.
3. Carpets to be professionally dry cleaned (not steam cleaned).
4. Clean all light fittings and switches; globes to be present and working.
5. Clean all walls and doors paying particular attention to areas around light switches, handles and scuff areas
6. Cobwebs to be removed around windows, ceilings, cornices, any vents and light fittings.

Kitchen

7. Clean inside and outside surfaces of all cupboards, drawers, doors and open shelving.
8. All stove, griller, drip trays and oven equipment to be left clean and free of grease.
9. Exhaust/extraction/rangehood fans, filters and surfaces to be left clean and grease free.
10. Stainless steel sink(s) to be left clean and shiny – use appropriate stainless steel cleaner.
11. Rangehood and filter to be left clean and free of grease and grime, filters to be removed to be cleaned.
12. Clean inside, underneath and behind any refrigerators, freezers or dishwashers.

Internal toilets and change rooms

13. Sweep and clean all floor and wall surfaces
14. Clean mirrors, tiles, windows, window sills and doors
15. Toilets and showers to be cleaned and disinfected, including toilet surrounds, toilet roll holder, toilet walls and doors.
16. Stainless steel sinks and benches to be left clean and shiny with tap surrounds clean of all scum build-up.

External

17. Sweep external paved areas and remove any rubbish within 2 metres of the facilities structural boundary.
18. Remove all cobwebs from eaves, window frames and light fixtures.
19. Clean all exterior building surfaces (to be free of dust, dirt and cobwebs, etc.).
20. For further information contact the Town of Victoria Park **Building Assets Officer** on **08 9311 8111**.

Annexure C:

