

LICENCE – MOUNT BARKER AMATEUR SWIM
CLUB

Draft Licence

Meeting Date: 28 March 2022

Number of Pages: 11

SHIRE OF PLANTAGENET

AND

MOUNT BARKER AMATEUR SWIM CLUB

LICENCE AGREEMENT

Mount Barker Memorial Swimming Pool Function Room



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PARTIES SHIRE OF PLANTAGENET of Lowood Road Mount Barker, Western Australia
(the Licensor)

and

The person or persons described in Item 1 of Schedule 1 (the Licensee)

RECITALS

The Licensor grants a licence for the Licensee to use the Licensed Premises during the license period and subject to the provisions of this Licence Agreement. The Licensor and the Licensee agree:

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Licence, unless the contrary intention appears:

Bond means the bond payable by the Licensee pursuant to this Licence specified in Item 5 of Schedule 1;

Commencement Date means the commencement date of the Term specified in Item 3 of Schedule 1;

GST means a tax, impost or other duty raised on the supply of goods and services and imposed by the Commonwealth of Australia or a state or territory of the Commonwealth of Australia;

Land means the land described in Item 2A of Schedule 1;

Licence Fee means the licence fee payable by the Licensee pursuant to this Licence specified in Item 4 of Schedule 1;

Licence Fee Review means the licence fee review, if any, specified in Item 6 of Schedule 1;

Licensed Premises means the premises described in Item 2B of Schedule 1;

MBASC means the Mount Barker Amateur Swim Club.

Permitted Use means the permitted use specified in Item 7 of Schedule 1;

Term means the term of this Licence as specified in Item 3 of Schedule 1 commencing on the Commencement Date and any shorter period in the event of the early determination of the Term.

2. LICENCE

2.1 Licence

The Licensor grants a Licence to the Licensee and the Licensee takes a Licence of the Licensed Premises on and subject to the terms of this Licence.

2.2 Term

The Term commences on the Commencement Date specified in Item 3 of Schedule 1 and expires on the expiry date specified in Item 3 of Schedule 1.

2.3 Licence Fee

The Licensee must pay to the Licensor, by annual instalments in advance upon demand of the Licensor, the Licence Fee specified in Item 4 of Schedule 1.

2.4 Licence Fee Review

The Licence Fee will be reviewed annually, as specified in Item 6 of Schedule 1.

2.5 Bond

The Licensee must pay to the Licensor on commencement of the Licence, the Bond specified in Item 5 of Schedule 1, to be held by the Licensor for the term of the Licence.

2.6 Licence Periods

The licence agreement is seasonal and applicable for the swimming pool season, commencing on 1 November annually. Access to the function room by the MBASC is Monday and Wednesday afternoons, 3.00pm to 6.00pm and one Saturday per month for personal best time trials, 10.00am to 12.00noon. Access at other times is to be booked via pool management at the General Public hire fee rate.

3. LICENSEE'S OBLIGATIONS

3.1 Cleaning

The Licensee must keep and maintain the Licensed Premises well cleansed and drained in good sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Licensee must observe, perform, discharge, execute and take such sanitary measures and precautions as are required by or under any written law.

3.2 Make good damage

At the Licensee's own expense from time to time the Licensee must make good any breakage, defect or damage to the Licensed Premises or any adjoining premises or facilities or any other property caused by want of care, misuse or abuse on the part of the Licensee or otherwise occasioned by any breach or default of the Licensee under this Licence.

3.3 Rubbish

The Licensee must not permit any rubbish or garbage to accumulate on the Licensed Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

3.4 Compliance with written laws

The Licensee must comply with, carry out and perform the requirements of the Local Government Act, the Health Act and any other Act, ordinance, town planning scheme, local law, regulation or written law or of any notice, requisition or order under a written law applicable to the Licensed Premises or the use or occupation of the Licensed Premises.

3.5 Permitted purpose and operation of Licensee's affairs

- (1) The Licensee must use the Licensed Premises only for the purpose specified in Item 7 of Schedule 1.
- (2) The Licensed Premises are licensed to the Licensee on a non-exclusive basis.

3.6 Shared Use

- (1) The Licensee acknowledges that the use of the Licensed Premises is non-exclusive and that the Licensee must allow the public and other users right of access to the Licensed Premises, and that the whole of the Land does not form part of the Licensed Premises.
- (2) The Licensee will be provided with storage space in the Licensed Premises and all items must be cleared from public view and stored in the cupboards provided when the Licensee is not in attendance.

3.7 Notice of Intention to Use

- (1) Prior to the Licensee using the Licensed Premises, the Licensee must provide to the Licensor reasonable written notice of the dates and times that it intends to use the Licensed Premises for the Permitted Use. The Licensee's use of the Licensed Premises at all times is subject to prior bookings of the Licensed Premises and approval by the Licensor.
- (2) Such approval will not be unreasonably withheld by the Licensor, and the Licensee will be the priority user for the dates and times nominated.

3.8 Restrictions on Use

The Licensee must not:

- (a) disturb any other permitted users of the Licensed Premises;
- (b) overload and services;
- (c) without prior written permission from the Licensor, install locks or other security devices, additional to any that the Licensor has installed, that inhibit access to the public or Licensor;
- (d) alter the Licensed Premises, or do any building work or other works without the Licensor's prior consent; or

- (e) do anything that may invalidate the Licensor's insurance or increase the Licensor's premiums.

3.9 Insurances

- (1) The Licensee must, at the Licensee's expense, effect and keep current, with an insurance company approved by the Licensor the following insurances in relation to the Licensed Premises:
 - (a) A policy covering the Licensee's fittings, fixtures and chattels contained in or about the Licensed Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

3.11 Indemnity

- (1) The Licensee must indemnify the Licensor and keep the Licensor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Licensor may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Licensed Premises or the use by the Licensee of the Licensed Premises or to any person or the property of any person using or entering or near any entrance to the Licensed Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Licensee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Licensed Premises with its consent or approval expressed or implied.

3.12 Alterations and improvements

- (1) The Licensee must not, without the prior written consent of the Licensor, make or permit to be made any alteration in or additions to the Licensed Premises or remove from the Licensed Premises any improvement and the Licensee must not cut maim or injure or suffer to be cut maimed or injured any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.
- (2) The Licensee shall have the right to utilise the available wall space within the Licensed Premises to display MBASC memorabilia.

3.13 Licensee to make good

At the expiration of this Licence:

- (1) The Licensee must yield up the Licensed Premises to the Licensor in the condition required by the Licence.
- (2) The Licensee must remove any memorabilia, fixtures, fitting and chattels brought onto the Licensed Premises. The Licensee must not do or allow any damage to the Licensed Premises in such removal. If, however any damage occurs the Licensee will immediately make it good.

3.14 Assignment or subletting

The Licensee must not assign the Licence without the prior written consent of the Licensor.

3.15 Signs

The Licensee must not, without the prior written consent of the Licensor, affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Licensed Premises or in any place visible from outside the Licensed Premises any placard, sign, notice, poster, hoarding or advertisement.

DRAFT

SCHEDULE 1

Item 1	Licensee's Name and Address:	Mount Barker Amateur Swim Club of Post Office Box 397, Mount Barker WA 6324
Item 2A	Land:	Portion of Lot 3/301 Albany Highway being the whole of the land comprised in Certificate of Title Volume 1378 Folio 287
Item 2B	Licensed Premises:	Mount Barker Memorial Swimming Pool Function Room
Item 3	Term:	Five Years
	Commencement Date:	1 April 2023
	Expiry Date:	31 March 2028
Item 4	Licence Fee:	\$480.00 per year
Item 5	Bond	\$500.00
Item 6	Licence Fee Review	The Licence Fee is to be reviewed annually as part of the Licensor's budget process and shall not be less than the licence figure for the previous period.
Item 7	Permitted Purpose:	Swimming Club

The undersigned agree to the terms and conditions of the Licence as set out above.

The Common Seal of **Shire of Plantagenet**)
was hereunto affixed pursuant to a)
resolution of the Council in the presence of)

Cr Chris Pavlovich
Shire President

John Fathers
Acting Chief Executive Officer

Executed in accordance with the Constitution)
of **Mount Barker Amateur Swim Club**)

Signed

Signed

Print Name and Authority to Sign

Print Name and Authority to Sign

PLAN OF PREMISES

