CONFIDENTIAL ITEMS 2003 – JULY 2026

#	Date	Item Title	Confidential Order Details	Item being kept confidential - Agenda/ Attachment/ Minutes	Reason regarding retention or recommend-action to release	Resolution Regarding Action	Last Review Date	Next Review Date	Date Released
246a	24 July 2024	SSRP Board - Licence Agreement Variation	Section 90 (3) (b) Order 1. Pursuant to Section 90(3)(b) Pursuant to Section 90(2) of the Local Government Act 1999 the Board orders that all members of the public except the Executive Manager, General Manager Corporate Services, Tourism and Business and Development Officer, Venue Coordinator, Treasurer Alexandra and Eastern Hills Cricket Association and the Minute Secretary be excluded from attendance at the meeting for Agenda Item 12.1 License Agreement Variation Request. The Board is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information, the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Board is: conducting business; or would prejudice the commercial position of the Board. In addition the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Board is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of the Board's commercial position may severely prejudice the Board's ability to be able to negotiate a cost-effective proposal for the benefit of the Board and the community in this matter and in relation to other contract negotiations. Section 91(7) Order 6. Pursuant to Section 90 (3) (b) 6. That having considered Agenda Item 12.1 License Agreement, in confidence under 90(2) and (3)(b) of the Local Government Act 1999, the Board pursuant to Section 91(7) of the Act orders that the Board report, related documents and all minutes be retained in confidence except for the provision	Report, related documents and all minutes	The Board is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information, the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Board is: conducting business; or would prejudice the commercial position of the Board. In addition the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Board is satisfied that the principle that the meeting be conducted in a place	Board report, related documents and all minutes be retained in confidence except for the provision of notification of the Board's resolution to the Licensee, and that all other information will remain confidential until licence negotiations are complete or such lesser period as may be determined by the Chief Executive Officer and that this order be reviewed every 12 months	7 Oct 25	Within 12 months	*Report, Attachments and Minutes released on the website on the 6 November 2026*

CONFIDENTIAL ITEMS 2003 – JULY 2026

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			of notification of the Board's resolution to the Licensee, and that all other information will remain confidential until licence negotiations are complete or such lesser period as may be determined by the Chief Executive Officer and that this order be reviewed every 12 months		open to the public has been outweighed in the circumstances because the disclosure of the Board's commercial position may severely prejudice the Board's ability to be able to negotiate a cost-effective proposal for the benefit of the Board and the community in this matter and in relation to other contract negotiations.				

12. CONFIDENTIAL REPORTS

12.1 REPORT TITLE: LICENCE AGREEMENT VARIATION REQUEST

DATE OF MEETING: 24 JULY 2024

FILE NUMBER: DOC/24/101875

ATTACHMENTS: 1: DOC/24/101954 – Letter from AEHCA
2: CON/21/254 – Executed License AEHCA

Key Contact Alison Hancock, Executive Manager

Manager/Sponsor Andrew Stuart, Chief Executive Officer

Community Plan 2020-2035:
Community Wellbeing
CW Goal 1 Activity and movement Physical and mental health and wellbeing is supported by opportunities to access parks and natural areas, quality open space and recreation and sporting facilities.

Annual Business Plan:
The Annual Business Plan provides for the income generated from the regular licence agreements entered into for the SSRP.

Summit Sport and Recreation Park Terms of Reference:
2.1 The Board will:
2.1.1 maximise participation of the facility and seek to minimize the cost

7.4 Management and Other Agreements
- Negotiate and execute the management agreements (i.e. lease/licence) that are in accordance with the approved SSRP Business Plan and Operations and Governance Model and approved Council Policies, with the user groups.

Purpose:
To seek a resolution of the SSRP Board to determine the response to the request contained within the AECHA letter requesting payment terms on their outstanding debt and also consideration of a future reduction in the license fee and utility cost waiver.

Summary – Key Issues:
1. The Alexandra and Eastern Hills Cricket Association (AECHA) met with staff on 8 July 2024 to raise issues of financial sustainability with Council staff.

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2. The two key issues arising from that meeting and subsequent letter are:
   - Current debt and its repayment structure
   - Ongoing license fee expectation and affordability for the Association.

Recommendation:

Section 90 (3) (b) Order

1. **Pursuant to Section 90(3)(b)**
   Pursuant to Section 90(2) of the Local Government Act 1999 the Board orders that all members of the public except the Executive Manager and the Minute Secretary be excluded from attendance at the meeting for Agenda Item 12.1 License Agreement Variation Request.

   The Board is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Board is:

   conducting business; or
   would prejudice the commercial position of the Board

   In addition the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Board is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of the Board's commercial position may severely prejudice the Board's ability to be able to negotiate a cost-effective proposal for the benefit of the Board and the community in this matter and in relation to other contract negotiations.

2. **That the Summit Sports and Recreation Park Board receive and note the letter from Mr Mark Stokes on behalf of the AECHA (attachment 1).**

3. **That the Summit Sports and Recreation Park Board determine:**
   a. **that the current outstanding debt owed by the AECHA for the 2023/24 season be [maintained/reduced]**
   b. **that a repayment plan be [approved/not approved] and the terms of that repayment plan are:**
      i. **[to be recorded at the meeting].**
   c. **That the license fee payable for the 2024/25 season and the 2025/26 season:**

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i. **Remains as per the terms and conditions of the original license**
ii. **Is set at $[to be determined at the meeting]**

iii. **That the expectation for utility costs associated with the AECHA usage:**
    1. **remains as per the terms and conditions of the license agreement**
       OR
    2. **is set at $[to be determined at the meeting]**
       OR
    3. **are waived for the remainder of the license period.**

4. **That the Summit Sports and Recreation Park Board note that a fees and charges independent review is currently being undertaken and will be reported to the Board at its next meeting.**

Section 91(7) Order

5. **Pursuant to Section 90 (3) (b)**
That having considered Agenda Item 12.1 License Agreement, in confidence under 90(2) and (3)(b) of the Local Government Act 1999, the Board pursuant to Section 91(7) of the Act orders that the Board report, related documents and all minutes be retained in confidence except for the provision of notification of the Board's resolution to the Licensee, and that all other information will remain confidential until licence negotiations are complete or such lesser period as may be determined by the Chief Executive Officer and that this order be reviewed every 12 months.

Background:

1. The AECHA recently met with Council staff on 8 July 2024 to discuss their ongoing financial viability and affordability of the current license fee arrangements.

2. At that meeting were members of the executive group of the AECHA and a representative from the SACA.

3. It was disclosed at the meeting at the meeting that the SACA had been contributing a financial amount to the AECHA for the past two license years to assist with the affordability of the license.

4. The AECHA advised that if Council required the payment of the License outstanding amounts when they are due and payable, that the AECHA would risk an insolvency event.

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5. A letter was subsequently received from the AECHA on 11 July 2024 (attachment 1).

Discussion:

6. The AECHA willingly entered into a license with Council dated 21 November 2021 for a period of 5 years with a further right to renewal of another 5 years.

7. During the meeting held on 8 July 2024 with AECHA and SACA representatives, after financial sustainability issues were raised with Council staff, a number of strategies were discussed, including:
   a. Termination of the license
   b. License agreement being auspiced by SACA
   c. License agreement being assigned to SACA for broader cricket usage
   d. License agreement being amended to reduced timeframe span available to AECHA for use (therefore reducing cost).

8. None of the above options were considered acceptable to AECHA.

9. The SACA representative advised at the meeting that they were not willing to take on the license agreement.

10. AECHA advised that they wanted the current license agreement and usage pattern (availability) to remain, but for the future years license fee expectation to be reduced.

11. Council staff have modelled the current program pattern of usage of the AECHA and determined it be to of $66,115 value if managed via the Council adopted fees and charges schedule. Therefore, if the AECHA program was to continue under this standard pattern then a license agreement of the current form and nature is the most affordable option (albeit with reduced terms and conditions of use may be an option that the Board wishes to explore)

12. Given the recent HFL commentary on affordability and to inform the Fees and Charges Schedule going forward, Council staff had already commissioned an independent review of the cost modelling and fees and charges attributed to the SSRP to determine whether the cost model is reasonable and appropriate when compared to other state facilities. This work is due to Council staff at the end of August 2024.

13. If the Board were to 'cap' the license fee or waive the responsibility for utility fees, then effectively it would be subsidising the use of the facility by the AECHA by $15-25,000 per annum depending on usage.

14. There are precedent issues to consider for any amendment to the license fee on other license holders at the site.

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Community Engagement:

Informing only	The Executive Manager will convey the Board's decision to the AECHA upon resolution.

Budget:

15. The License fee for the 2023/24 summer season was **$15,289.32** as it was reduced taking into account the disruption (and therefore unavailability) to the AECHA as a result of the 2024 Gather Round. The license was charged for 21 of the 26 weeks applicable to the license period as per the license agreement.

16. A full season's license fee would have been $18,929.63 if not for the disruption to the cricket season as a result of the 2024 Gather Round.

17. The utilities payable for the 2023/24 summer season totalled $21,993.01. $3,106.91 has been received towards payment of utilities.

18. The current account balance for AECHA is **$34,175.42.**

19. An invoice for $33,101.18 for the FY2023 license fee and utility was paid in August 2023.

Statutory/Legal:

The terms and conditions of usage by AECHA are set out in a legally binding contractual agreement.

Staff Resource Requirements:

The Council's Venue Co-ordinator will continue to provide support to the SSRP Board through programming the license program via the Scheduling Plan lodged by the licensee as well as casual user booking arrangements at the Summit facility.

Social:

The SSRP was constructed to be a regional facility, open and accessible to all individuals and user groups. It was not envisaged that it be the home ground for one particular group but rather be shared and utilised for state, regional as well as grassroots sport and leisure/entertainment opportunities.

Asset Management:

The current AFL oval is being maintained at a high service level, which has the effect of an increased cost of maintenance. This was in reflection of the provision of a higher and better use standard than other ovals across the region that are usually depicted as 'home grounds' for grassroots and local football clubs. This higher standard has been maintained in order to attract regional, state and national games and entertainment opportunities.

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Conclusion:

The Board needs to determine the response to the letter from AECHA.

Previous Decisions By/Information Reports to the Summit Sport and Recreation Park Board

Meeting Date	18 May 2023	CM Reference	DOC/23/61036
Title	ALEXANDRA AND EASTERN HILLS CRICKET ASSOCIATION LICENCE AGREEMENT		
Purpose	To table correspondence received from Finlayson Lawyers on behalf of the Alexandra and Eastern Hills Cricket Association (A&EHCA) requesting a negotiated commercial settlement for their 2022/23 cricket season licence fees due to disruption to their use of the Summit oval site as a consequence of the AFL Gather Round game held on 15 April 2023 and to determine the Board's response.		

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Alexandra & Eastern Hills Cricket Association Inc.
PO Box 384
Mount Barker, SA 5255

Alison Hancock
Mount Barker District Council
6 Dutton Road
Mount Barker, SA 5251

Wednesday, 10 July 2024

REQUEST TO VARY LICENCE AGREEMENT FOR REMAINING TERM

Dear Alison,

The Alexandra & Eastern Hills Cricket Association ("the Association") currently has a Licence Agreement ("the Agreement") with Mount Barker District Council ("the Council") for a five-year term to use the Summit Sport and Recreation Park ("the Summit") for cricket. The Agreement has another two cricket seasons to run before the end of the term.

Over the first three years of the Agreement, it has become evident that the Association cannot generate enough revenue to cover the costs of holding the licence for the Summit. The cost pressures incurred have resulted in the Association running the risk of insolvency that has required the committee to take immediate actions to avoid that outcome. As an incorporated association, the committee cannot allow the Association to have debts that exceed cash and as such the Association cannot continue to incur the costs associated with the Agreement for the Summit.

The Association formally requests that the Agreement be varied by mutual agreement between the Council and the Association from the date of 1 October 2024 such that:

1. Item 5 is varied to insert the text "*Year 4 $13,636 (exclusive of GST) for Season 2024/25 and Year 5 $13,636 (exclusive of GST) for Season 2025/26*" after the sentence ending "…less than $15,000", and
2. A new clause is added as part of Clause 13 to read "*13.9 The Licensee's liability for all utilities consumed in the Licensed Area, Rates and Taxes and Outgoings during the fourth and fifth Season during the Term will be zero*".

The intent of the requested changes is to limit the liability the Association has for use of the Summit to $15,000 per season for the remainder of the term of the Agreement. The Association has determined that any expense more than this is not affordable by the Association.

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The Association requests advice from Council on this matter by 31 July 2024. While the Association is committed to continuing to use the Summit for community cricket, if the above cannot be agreed the Association will need to commence termination of the Agreement in accordance with Clause 7. If early termination is required to ensure solvency of the Association, the Council will be asked for relaxation of the notice periods for termination in the Agreement.

If you have any queries at all that you need clarified, please don't hesitate to contact me.

Yours Sincerely,



Mark Stokes
President A&EHCA
0419 814 876

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DATE : Friday 12 November 2021

MOUNT BARKER DISTRICT COUNCIL

("**Licensor**")

- and -

ALEXANDRA & EASTERN HILLS CRICKET ASSOCIATION

("**Licensee**")

LICENCE AGREEMENT

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LICENCE AGREEMENT

12 November 2021

PARTIES

MOUNT BARKER DISTRICT COUNCIL of Local Government Centre, 6 Dutton Road, Mount Barker SA 5251 ("**Licensor**")

and

ALEXANDRA & EASTERN HILLS CRICKET ASSOCIATION (ABN 42 402 998 854) of Town Oval Mount Barker 5251 South Australia Australia ("**Licensee**")

PART 1 - PRELIMINARY

1. INTERPRETATION

1.1 Definitions

In this licence, unless the context otherwise requires:

Annual Report means a report provided to the Licensor regarding Licensee and Licensee Agents' activities during the previous Season (calendar year) including recommendations to the Licensor regarding negotiated licence variations for the ensuing season.

Authority means any governmental, semi-governmental or other authority having jurisdiction or authority in respect of the Licensed Area, including the Licensor in that capacity.

Building means the area marked "Building B" within the Licensed Area.

Centre Wicket Area means the central part of the Playing Field designated for turf cricket wickets.

Claim means any action, proceeding, account, right, claim or demand whether present or future, certain or contingent, due or may become due, known or unknown and including all costs and expenses (including all legal expenses).

Commencement Date means the date of the commencement of this licence as specified in Item 4 of the Schedule.

Common Amenity Area means the area outside of the Licensed Area as identified in Annexure 2.

Common Amenity Outgoings means the costs the Licensor is responsible to meet associated with the operation and maintenance of the Common Amenity Area during the term of the Licence as agreed.

CPI means Consumer Price Index (all groups index for Adelaide).

Cricket Purposes means any use of the Licensed Area by or through the Licensee for the purpose of developing, promoting, encouraging, playing, managing or controlling the sport of cricket or any use reasonably incidental or ancillary to such use and also the use of the

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Licensed Area for training, workshops, carnivals, school holiday programs, coaching clinics or other events relating to or in furtherance of that purpose.

Environmental Incident means any act event or incident resulting from or causing environmental damage (including the presence or release of any liquid, solid, gas, odour, sound or vibration).

Expiry Date means the date in Item 4.

Initial Term means the initial term of this licence described in Item 4.

Land means the land described in Item 2.

Licence Fee means the fee described in Item 5.

Licensed Area means the area described in Item 3.

Licensee's Agents means each of the Licensee's agents, contractors, subcontractors, employees, officers, volunteers, invitees, sub-licensee, patron or any other person claiming through or under the Licensee.

Licensee's Facilities means all of the Licensee's fixtures, fittings, plant, machinery, cables and other equipment in the Licensed Area required for the Permitted Use.

Licensor means the Mount Barker District Council (including its delegate the Summit Sport and Recreation Park Board) together with its agents, contractors, subcontractors, employees, officers, volunteers, invitees, sub-licensee, patron or any other person claiming through or under the Licensor.

Licensor's Facilities means fixtures, fittings, plant, machinery, cables, pipes, alterations, additions and other equipment in, on or under the Licensed Area or Land as at the Commencement Date or otherwise installed or brought onto the Licensed Area or Land during the Term.

Loss means any loss, damage, death or injury including any loss or damage.

LMA means the land management agreement noted against the Land, a copy of which is attached at Annexure 5.

Major Event means an event organised or authorised by the Licensor which involves more than 8 hours of continuous use of the Licensed Area or part thereof.

Outgoings means the following costs, expenses and charges; electricity, gas and oil, SA Water and Council water charges, wastewater disposal and sullage, security service charges, insurance of the improvements on the Land against fire and other risks, cleaning, the cost of providing public internet wi-fi and kerbside waste disposal charges in respect of or incurred during the Season.

Permitted Use means the activities the Licensor permits can be undertaken upon the Licensed Area as per Item 6.

Playing Field means the area marked as Premier Oval within the Licensed Area

Playing Surface means the natural turf on the Premier Oval including the Centre Wicket Area.

Rates and Taxes means all present and future rates, service charges, levies, assessments, duty and charges of any Statutory Authority, other department or

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authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land, Sports Precinct or Licensed Area and includes water and sewer charges, but excludes land tax, emergency services levy and council rates in respect of or incurred during the Season.

RCLA means the *Retail and Commercial Leases Act 1995*, as amended from time to time.

Renewal Term means the term described as such in Item 4.

Repair & Maintenance Guide means the guide attached at Annexure 3, which provides specific details of the obligations and responsibilities of the Licensee and the Licensor with respect to any repair and maintenance issue within the Licensed Area.

Revenue means the income sources detailed in Item 10.

Room means a space within the Building forming part of the Licensed Area and includes any plant, equipment, fixture or fittings within the room being owned or leased to the Licensee.

SACA means South Australian Cricket Association Limited ACN 623 135 393.

Schedule refers to the table marked "Schedule" within this licence.

Scheduling Plan means the annual schedule of games, training sessions, Room bookings and Cricket related events for each season required to be provided by the Licensee to the Licensor prior to the commencement of that Season.

Season means the Cricket season generally commencing 1 October and ending 31 March in each year, with minor variations to be agreed with the Licensor, having regard to the proposed seasonal usage of the Licensed Area by other licensees or users.

Sponsorship Policy means the Summit Sport and Recreation Park Sponsorship Policy as in Annexure 2.

Sports Precinct means the facility known as the Summit Sport and Recreation Park and being the area outlined in red on the plan attached at Annexure 1.

Term means the Initial Term, any extension or renewal of that term and any period during which the Licensee holds over under the terms of this licence.

Usage Report means an annual retrospective report that outlines the usage of the Licensed Area including the actual usage by user groups (listed in the Scheduling Plan and inclusive of available demographic data) plus casual use.

1.2 General

In this licence, unless the context otherwise requires:

1.2.1 a reference to any document is a reference to that document as varied, novated or replaced from time to time;

1.2.2 the singular includes the plural and vice versa;

1.2.3 a reference to a gender includes all genders;

1.2.4 the use of the word "including" does not limit what else might be included;

1.2.5 a reference to a thing includes all or any part of it;

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1.2.6 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.7 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;

1.2.8 a reference to a party includes that party's legal personal representatives, successors and permitted assigns;

1.2.9 a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally;

1.2.10 headings are inserted in this document for convenience only and are not intended to affect its interpretation;

1.2.11 a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under it and consolidations, amendments, re-enactments or replacements of any of them; and

1.2.12 a reference to an "Item" means an Item in the Schedule.

PART 2 – LICENCE

2. GRANT OF LICENCE

2.1 The Licensor grants to the Licensee a non-exclusive licence to use the Licensed Area during the Season and otherwise on the terms and conditions contained in this licence.

2.2 The Licensee must not do, omit to do (or suffer or permit any other person to do or omit to do) any act, matter or thing that would constitute a breach by the Licensor of the Licensor's obligations under the LMA if the Licensor itself performed or omitted to perform that act, matter or thing.

2.3 In erecting or displaying any advertisement, or acknowledgement of sponsorship, the Licensee must comply with the Sponsorship Policy.

2.4 The Licensor will not erect or display in the Licensed Area any advertisement for, or acknowledgement of sponsorship by, any entity which provides goods or services in competition with any entity which the Licensee acknowledges the sponsorship of, or permits to advertise its goods or services, at the Licensed Area and for which the Licensee has provided notice of to the Licensor as per the Sponsorship Policy.

3. DEALINGS WITH THE LICENCE

3.1 Subject to this clause 3, the Licensee must not, except with the Licensor's prior written consent, assign, transfer or otherwise deal with its interest in the Licensed Area under this licence.

3.2 Where the Licensor grants consent to an assignment or transfer, the Licensee (i.e. the party assigning or transferring the rights under this licence) will not be released or discharged from any accrued obligation under this licence as at the effective date of the assignment or transfer.

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3.3 The Licensee must provide the Licensor with details of the proposed sublicence, hire agreement or other dealing including a copy of the proposed agreement and details of the sub-licence or hire fees.

3.4 The Licensee is responsible for ensuring that any sublicensee or hirer complies with this licence and all of the terms of the sublicence or hire agreement.

3.5 The consent of the Licensor will not be required if the Licensee intends to sublicence, hire or otherwise grant rights to use or occupy the Licensed Area to a party listed and approved as a user in the Scheduling Plan.

3.6 Without limiting clause 3.5, the consent of the Licensor will not be required to any sub-licence, hire or other granting of occupation or rights by the Licensee in respect of the Licensed Area (or any part thereof) to any bodies, incorporated associations, body corporates or persons who intend to use the Licensed Area for the Permitted Use without the need for those persons to be listed and approved as a user in the Scheduling Plan.

3.7 Clause 3.6 applies only within the hours of the Scheduling Plan and use (including Permitted Use) outside the hours of the Scheduling Plan will require Licensor consent.

4. LICENSOR ACCESS TO THE LICENSED AREA

4.1 The licence is not exclusive to the Licensee, subject to clause 35.

4.2 At any time (other than when an activity pursuant to the Scheduling Plan is in progress, except in the case of an emergency) and without notice, the Licensor may access the Licensed Area to inspect the Licensed Area and / or to carry out any work this licence allows (including accessing common infrastructure or undertake maintenance, provided the Licensor takes reasonable steps not to interfere with the Licensee's activities upon the Licensed Area.

4.3 The Licensor has the right to hire the Licensed Area out at all times when the Licensee is not utilising the Licenced Area in accordance with the Scheduling Plan or any other time of use that has been approved by the Licensor, subject to clause 35.

PART 3 – TERM

5. TERM

This licence commences on the Commencement Date and continues until the Expiry Date as detailed in Item 4, except if surrendered earlier or terminated in accordance with this licence.

6. HOLDING OVER

If after the Term of this licence, the Licensee continues to use the Licensed Area with the Licensor's consent:

6.1 the provisions of this licence continue to apply, with necessary variations as a month by month holding over arrangement; and

6.2 either Licensor or Licensee may terminate the licence during holding over effective immediately on giving the other party one month's written notice.

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7. TERMINATION

This licence may end as a result of the following:

7.1 the Term ending; or

7.2 the Licensee may terminate this licence early by providing the Licensor with six months' written notice of its desire to terminate the licence early; or

7.3 a termination pursuant to clause 9.1.; or

7.4 if the playing surface is not maintained to a reasonable standard due to Licensee over use or abuse, and the Licensee does not remedy this within a period of 30 days after the Licensor gives the Licensee written notice to remedy and the Licensor then serves notice of termination on the Licensee.

8. SUSPENSION OF ACTIVITIES

8.1 Subject to this clause 8, the Licensor may interrupt or suspend the Licensee's activities on or access to part or all of the Licensed Area for a period of time as notified by the Licensor in writing if:

8.1.1 the Licensor, acting reasonably, suspects activities upon the Licensed Area do not comply with this licence and:

(a) the Licensor serves notice ("Show Cause Notice") on the Licensee providing particulars of the activities which it says do not comply with the licence, the relevant clause(s) of the licence and the way in which they do not so comply, and requiring the Licensor to either cease the alleged non-compliance within seven days (except in case of emergency, in which case a shorter period may be specified as is reasonable in the circumstances) or to show cause as to why the alleged non-compliance is not a basis for interruption or suspension of activities; and

(b) the Licensee fails to cease the alleged non-compliance within the time specified in the Show Cause Notice and fails to show cause as to why the alleged non-compliance is not a basis for interruption or suspension of activities;

8.1.2 an Environmental Incident has occurred within the Sports Precinct that affects the Licensed Area or users of the Licensed Area and which necessitates such interruption or suspension to protect the Licensed Area and/or persons who would otherwise be within the Licensed Area;

8.1.3 the Playing Field's surface will suffer further damage from further use following inclement weather, or from accumulated wear and tear, yet to be remediated;

8.1.4 the Playing Field's surface is unsafe for persons who would be engaged in such activities; or

8.1.5 the Licensor, acting reasonably, requires access to the Licensed Area for other purposes such as maintenance / renovation, provided that the Licensor may only carry out maintenance after a failure by the Licensee to remedy the relevant breach under clause 9.1.1 and must use its reasonable endeavours to ensure that any work or other activity which it carries out on the Licensed Area pursuant to this clause 8.1 is completed by a time, and to the extent necessary, to enable the Licensee to continue to conduct all activities pursuant to the Scheduling Plan.

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8.2 Except in the case of emergency, the Licensor must provide seven days' written notice to the Licensee of the Licensor's intention to interrupt or suspend the Licensee's activities on or access to the Licensed Area.

8.3 If, after the seven day notice period has expired, the Licensee has not remedied the issue identified in the notice, or the issue is otherwise still unresolved, then the Licensor may (acting reasonably) interrupt or suspend (subject to the proviso specified in clause 8.1.5 in relation to the power given by that clause) the Licensee'sactivities upon or access to the Licensed Area for a stated period of time until such time as the matter is rectified.

8.4 During the notice period, the Licensee is liable for any claims, injuries and damages arising as a result of any decision of the Licensee to continue to use or allow access to the Licensed Area.

9. **DEFAULT**

9.1 The Licensor may terminate this licence, where there is a default, by giving the Licensee 30 days' written notice of its intention to terminate if the Licensee:

9.1.1 breaches this licence and the non-compliance can be remedied but the Licensee does not remedy it within a period of 30 days after the Licensor gives the Licensee written notice to remedy;

9.1.2 breaches this licence and the non-compliance cannot be remedied but the Licensor can be compensated and the Licensee does not pay the Licensor compensation for the breach within a period of 30 days after the Licensor gives the Licensee written notice to pay;

9.1.3 for at least 30 days fails to pay to the Licensor any money due from the Licensee to the Licensor under this licence;

9.1.4 in the reasonable opinion of the Licensor, has ceased to trade, has abandoned the Licensed Area or allowed anything likely to bring the Building or the Licensor into disrepute and the Licensee does not remedy the relevant circumstances within a period of 30 days after the Licensor gives the Licensee written notice to remedy or

9.1.5 is deregistered, suffers the appointment of a provisional liquidator, suffers the appointment of a controller over any of its assets, or (except to reconstruct or amalgamate while solvent) becomes an externally-administered body corporate (all within the meaning of the *Corporations Act 2001* as applied to the Licensee under the *Associations Incorporation Act 1995*).

9.2 Termination does not affect either party's rights concerning any previous breach or matter.

10. **END OF TERM** Except where the Licensor notifies the Licensee otherwise, the Licensee must take away the Licensee's Facilities from the Licensed Area when this licence ends.

10.2 The Licensee must make good the Licensed Area including any damage caused by the removal of the Licensee's Facilities to the Licensor's reasonable satisfaction, which must be undertaken prior to the expiry of this licence.

10.3 The Licensor's Facilities must remain within the Licensed Area when the Term ends.

10.4 The Licensee must, at the end of the Term, return all keys and access security

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arrangements in the possession of the Licensee to the Licensor.

11. RENEWAL

11.1 If a Renewal Term is specified in Item 4 and the Licensee wishes to express its interest in such Renewal Term, the Licensee must serve a written notice on the Licensor not less than six months and not more than 12 months before the expiry of the Initial Term, stating that it wishes to express an interest in the renewal of this licence.

11.2 If such notice is given, the Licensor and the Licensee must in good faith commence negotiations in respect of a renewal or extension of this licence for the Renewal Term and the terms (if any upon which such renewal or extension may be granted.

11.3 The Licensee acknowledges and agrees that the grant of an extension or renewal of the licence for the Renewal Term and the commercial terms applicable to any such extension or renewal is in the Licensor's discretion.

PART 4 – FEE

12. LICENCE FEE

12.1 Licence Fee

The Licensee must pay to the Licensor or as the Licensor directs the Licence Fee at the times and in the manner set out in Item 5.

12.2 Review of Licence Fee

12.2.1 The Licence Fee will be reviewed as at each of the Review Dates in accordance with the change in the CPI over the preceding 12 calendar month period ending on the final day of the quarter that ended immediately before the relevant Review Date.

12.2.2 The Licence Fee will not decrease following a review.

PART 5 – OUTGOINGS

13. OUTGOINGS

13.1 The Licensee will be responsible for all Outgoings in relation to the Licensed Area during a Season.

13.2 The Licensee will be responsible for and pay when due the full amount of all accounts, invoices, assessments and charges with regard to the consumption, use or supply of electricity, gas and oil, SA Water and Council water charges, wastewater disposal and sullage, security service charges, insurance of the improvements on the Land against fire and other risks, cleaning, the cost of providing public internet wi-fi and kerbside waste disposal charges and any and all other services and utilities supplied to or used from the Licensed Area in respect of or incurred during the Season:

13.2.1 if such services or utilities are not separately metered/billed, a reasonable estimate by the Licensor of the charges payable by the Licensee, showing the basis of the Licensor's calculation, will be prima facie evidence of the amount payable; or

13.2.2 in an amount as otherwise agreed.

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13.3 The Licensee agrees to pay all Rates and Taxes charged or levied in respect of the Licensed Area during a Season.

13.4 If any of the Rates and Taxes and Outgoings are not separately charged, assessed, levied or incurred in respect of the Licensed Area, the Licensee must pay the Licensee's share of the Rates and Taxes and Outgoings as they apply or are charged, assessed levied or incurred in respect of the Sports Precinct or the Land during the Season, as reasonably determined by the Licensor provided that the Licensor must if so requested by the Licensee promptly provide in relation to each amount payable by the Licensee pursuant to this clause 13.4 a copy of the original invoice or assessment and a statement as to the basis for the calculation of the Licensee's share of the amount of the invoice or assessment.

13.5 The Licensor will be responsible for all Common Amenity Outgoings relating to the Common Amenity Area as described in Annexure 2.

13.6 The Licensor must reimburse the Licensee for all reasonable costs incurred as a result of the Licensed Area being directly hired out by the Licensor for Major Events, which may be invoiced to the Licensor following the conclusion of the event.

13.7 Notwithstanding any other provision of this Lease, the Licensee's liability for all utilities consumed in the Licensed Area, Rates and Taxes and Outgoings during the first Season during the Term will be capped at $2,500.00 (excluding GST).

13.8 The Licensee may request reimbursement for Outgoings for casual hire of the Building at a fixed rate of $5 per hour (indexed 2% annually). Reimbursement of casual hire of sports lights costs will be agreed and calculated separately.

14. LIGHTING TOWER REPLACEMENT

14.1 The Licensee will play an active role in pursuing State Government or other funding for lighting tower renewal prior to end of its useful asset life.

14.2 The Licensor does not guarantee funding for lighting tower renewal at the end of their useful life. Any request for the Licensor to contribute to capital to fund renewal will be subject to the Licensor's ordinary budget process, which is undertaken on an annual basis at the relevant time.

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15. REPAIR AND MAINTENANCE

15.1 The Licensee and Licensor have agreed to undertake and meet the associated costs for the items of repair and maintenance as listed in the Repair & Maintenance Guide as per Annexure 3.

15.2 To the extent there is any inconsistency between the detail in the Repair & Maintenance Guide and this licence, the terms of this licence will prevail.

15.3 Where there is an obligation on the Licensee to repair or maintain, the Licensee will repair and maintain in accordance with:

15.3.1 service levels provided by the Licensor to the Licensee; and/or

15.3.2 manufacturers' product manuals which set out manufacturers' specification.

15.4 The Licensee must, at its cost:

15.4.1 repair any damage or defect to the Licensed Area or the Land caused by the Licensee or the Licensee's Agents; and

15.4.2 keep the Licensed Area, the Licensor's Facilities within the Licensed Area, and Licensee's Facilities in good repair and condition subject to fair wear and without any obligation to carry out structural or capital works.

15.5 The Licensor may serve the Licensee with a notice requiring the Licensee to repair any damage or defect the Licensee is responsible to repair within a reasonable time.

15.6 If the Licensee fails to repair any damage or defect within that time, the Licensor may at the Licensee's cost, enter the Licensed Area to carry out repairs.

15.7 Any damage caused by the Licensor will be remedied by the Licensor.

15.8 Notwithstanding any other provision of this Licence, the Licensee's obligations in this Licence in respect of repairs and maintenance to any parts of the Licensed Area:

15.8.1 are limited to repairing want of repair or damage caused by the Licensee, a sub-licensee of the Licensee or any other person the Licensee permits to enter the Premises or repairing of damage or replacements required as a result of an occurrence over which the Licensee had control at a time when the Licensee was in occupation of the Licensed Area;

15.8.2 exclude repairs of a capital or structural nature unless the damage is caused by the deliberate or neglectful act of the Licensee or other person on the Licensed Area invited by the Licensee.

Notwithstanding any other provision of this Licence, all obligations in respect of the preparation, maintenance and repair of the Playing Surface, Centre Wicket Area and turf wickets in the Licensed Area must be undertaken by the Licensor at the Licensor's costs to a standard consistent with Hills Association turf wickets

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PART 6 - USE

16. PERMITTED USE

16.1 The Licensee must only use the Licensed Area for the Permitted Use.

16.2 With respect to the Permitted Use, the Licensee acknowledges the following: Playing Field lights must be switched off in the hours from 10pm – 7 am;

16.2.2 the Licensed Area must be available for community use when not in use by the Licensee.

16.3 The Licensee may occupy and use the Rooms only for:

16.3.1 activities associated with the Permitted Use;

16.3.2 meetings of any of its officials and / or any of its members;

16.3.3 activities associated with the operation of a kiosk / canteen in connection with the Permitted Use of the playing fields and associated official Cricket functions, event or business;

16.3.4 hosting Licensee related fund-raising events associated with the Permitted Use, subject to availability (noting that the Licensor has access to utilise and hire out the Licensed Area, for non-cricket related activities, when not in use by the Licensee for its ordinary activities as contained in the Scheduling Plan;

16.4 The Licensee must provide to the Licensor prior to commencing any of the above activities a copy of all permits, certificates and any other authorisations that may be required from the Licensor or any other governmental, civic or municipal authority to undertake the activity. This includes any insurances required by approved user groups or hirers. The cover should be for Public Risk and Property Insurance for a minimum of twenty million ($20,000,000.00) dollars per claim or any other amount which the Licensor advises the Licensee (from time to time).

16.5 Subject to clauses 4.3, 13.4 and 13.6 the Licensor reserves the right to utilise the Licensed Area to undertake any casual hire, special or community event.

17. MANNER OF USE

17.1 The Licensee in exercising its rights under this licence must not at any time contravene any law, lawful notice or directive of any relevant Authority.

17.2 The Licensee must not:

17.2.1 cause a nuisance to others (including any residents proximate to the Sports Precinct);

17.2.2 allow a Room last used by the Licensee or the Licensee's Agents to be left other than in a clean, hygienic and tidy condition after each use;

17.2.3 allow a Playing Field to be used by the Licensee (for training or a competition) before an official or other responsible person acting for the Licensee completes a walk over and visual inspection of the Playing Field as to be safe for persons who would be engaged in such activities;

17.2.4 allow a Playing Field last used by the Licensee to be left other than in tidy condition, with any litter left by players or spectators deposited in bins

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provided by the Licensor for that purpose;

17.2.5 allow to be brought or kept within the Building anything hazardous to people or property;

17.2.6 use a method of lighting or heating in the Building other than that provided by the Licensor;

17.2.7 cause to be obstructed any fire prevention equipment in the Building;

17.2.8 allow any keys, access cards or codes for the security of the Building provided by the Licensor to be lost, copied or provided to a person not having a proper interest therein;

17.2.9 leave the Building to be unlocked, and / or any security alarm installed to be inactive, when the Rooms are not in use and the Building is otherwise unoccupied - in default the Licensor may recover from the Licensee the reasonable cost of the Licensor attending the Building to make safe;

17.2.10 allow unsafe loads or stresses to be placed on a floor, wall or ceiling of the Building;

17.2.11 allow any inappropriate use, cause interference with, or overload, any of the Licensor's Facilities;

17.2.12 allow any contamination or pollution to the Licensed Area or surrounds;

17.2.13 contravene any reasonable written directions (howsoever called) given by the Licensor to the Licensee about the management, safety, care or cleanliness of the Licensed Area (including Playing Surface) or the preservation of good order therein;

17.2.14 allow any equipment that is not safe, fit and suitable for purpose and in a condition consistent with commercial and professional standards to be brought into the Licensed Area; and

17.2.15 act in a way that is contrary to the Licensor's policies, procedures or relevant practices specifically relevant to the Sports Precinct (Summit Sport and Recreation Park) as amended from time to time (which have been reasonably been brought to the attention of the Licensee).

18. WASTE MANAGEMENT

18.1 The Licensor will provide ordinary residential waste management bins for the Licensed Area, the number of which will be at the sole discretion of the Licensor. The Licensee is responsible for the presentation of these bins to the kerbside for the Licensor's ordinary kerbside collection on nominated days. The Licensee will be responsible for the retrieval of bins back to the Licensed Area within 24 hours following collection or at otherwise agreed times

18.2 The Licensee is responsible for removal of rubbish within the next business day of an event that falls outside the ordinary use of the Licensed Area. This includes the sorting of rubbish to achieve Zero Waste objectives.

18.3 The Licensee is responsible for commercial, event waste management or the cost of removing waste from the site that is excess to the residential waste management bins provided by the Licensor or those arrangements agreed between the Licensor and the Licensee comprised within the Waste Management Plan for the site.

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18.4 The Licensor and the Licensee will use their reasonable endeavours to agree on a Waste Management Plan for the Licensed Area to be developed within 30 days of execution of this licence.

19. PROMOTE SPORTS PRECINCT

The Licensee must promote the Sports Precinct and the recreational pursuits, services and activities conducted at the Sports Precinct in the community, including liaising with schools, industry groups, sporting bodies, government agencies, other community groups and any other group or body that the Licensor may recommend from time to time.

20. ALTERATIONS

20.1 The Licensee must not, without the prior written consent of the Licensor make any alterations, additions or installations in or to the Licensed Area.

20.2 Any sponsorship signage must meet the Licensor's Summit Sport and Recreation Park Sponsorship Policy and any installation of such must not be undertaken without written consent of the Licensor.

20.3 The Licensor has the right at all times to enter the Licensed Area and to inspect the state of repair of the Licensed Area and the Licensee's Facilities.

20.4 The Licensor in consultation with the Licensee may make an alteration, addition or refurbishment to the whole or any part of the Building, the Licensor's Facilities within the Licensed Area, Common Amenity Area and/or a Playing Field as the Licensor thinks desirable.

21. SERVICE OF ALCOHOL

The Licensee or any sub-licensee or sub-user must not:

21.1 serve, sell or provide alcohol to persons; or

21.2 consume or allow persons to consume,alcohol or alcoholic beverages on the Licensed Area without first obtaining an appropriate liquor licence under the *Liquor Licensing Act 1997*.

22. NOTIFICATIONS

22.1 Within 48 hours (unless in the case of an emergency), the Licensee must notify the Licensor of:

22.1.1 any structural fault, material damage or material loss of function in the Building, any of the Licensor's Facilities in the Licensed Area or any lights servicing a Playing Field of which the Licensee becomes aware, such as leaks in a roof, inoperable locks on doors or windows, broken glass;

22.1.2 anything else of which the Licensee becomes aware that might endanger the Licensed Area or the safety of any person in it;

22.1.3 any notice or directive from the State Government or a relevant Authority to the Licensee in connection with its occupation or use of the Licensed Area; and

22.1.4 the Licensee must notify the Licensor (giving reasonable details) about an injury to any individual within the licensed area requiring medical attention,

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which requires a report to SafeworkSA.

22.2 The Licensee will comply with the provision of information to the Licensor for any event for which the Licensor requests information from the Licensee regarding any injury sustained or incident which occurred on the Licensed Area that the Licensor may require for insurance or legal purposes.

23. COMPLY WITH LAWS

23.1 The Licensee must at the Licensee's cost, comply with all statutes, orders, proclamations and regulations present or future affecting or relating to the use or occupation of the Licensed Area and with all requirements of any Authority including all fire safety rules and regulations of the Licensor and any relevant Authority.

23.2 This licence will be governed by the laws of South Australia. The Licensee and Licensor submit to the jurisdiction of the courts of South Australia and agree to issue any proceedings relating to this licence in those courts.

23.3 Notwithstanding any other provision of this licence, in the event the Licensor resolves at its discretion at any time during the Term to permanently close the Sports Precinct due to unsustainable maintenance, repair, rectification, other operating costs or emergency directive of the Government (State or Federal) the Licensor may serve a written notice of termination on the Licensee provided that other than in the case of an emergency directive such notice must be served on the Licensee not less than six months before the date the termination is to take effect.

24. COMPLY WITH DIRECTIONS

24.1 The Licensee must at all times observe and comply with all rules, regulations and any other directions made by the Licensor from time to time which are reasonably necessary in relation to the Licensee's use of the Land and the Licensed Area or are reasonably required for the management, maintenance, safety, security and care of the Land and the Licensed Area including any reasonable direction made by the Licensor.

24.2 The failure of the Licensee or any of the Licensee's Agents to observe and comply with any rules, regulations or other directions will be a breach of this licence and the Licensee acknowledges and agrees the Licensor will not be liable for any loss or damage arising from any non-enforcement of the rules, regulations and directions.

PART 7 – RISK

25. RELEASE AND INDEMNITY

25.1 The Licensee accesses the Land and uses the Licensed Area at its risk.

25.2 The Licensee releases the Licensor from all Claims for any Loss occurring on or in the Land or the Licensed Area except where caused by a negligent act or omission of the Licensor.

25.3 The Licensee must indemnify and keep the Licensor indemnified from and against all Claims for any Loss arising from the Licensee's use of the Land or the Licensed Area or arising from any default or delay by the Licensee in the performance of its express or implied obligations under the licence, which directly or indirectly result from the Licensee's acts or omissions except where caused by a negligent act or omission of the Licensor.

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26. LICENSOR'S LIABILITY

Subject to the other provisions in this licence the:

26.1 Licensor is not liable to the Licensee for any interruption or variation or defect in any services to the Licensed Area except to any extent caused by the wrongful act or negligence of the Licensor; and

26.2 Licensor is not liable to the Licensee for any loss or damage caused by water being upon or coming in a Room (whether from rain or an escape from the Licensor's Facilities) except to any extent caused by the wrongful act or negligence of the Licensor.

27. INSURANCE

27.1 The Licensee must, at its cost arrange and maintain during the Term, with a reputable insurance company reasonably acceptable to the Licensor, the insurances listed in this clause and Item 7.

27.2 If the Licensee is or becomes an employer required to be registered as an employer under the *Return to Work Act 2014* (SA) the Licensee during the Term must ensure that it is registered as an employer under the *Return to Work Act 2014* (SA) and it must pay all monthly levies due pursuant to that Act or any other law in respect of any employees.

27.3 The Licensee must insure for public liability for an amount of not less than the amount stated in Item 7 per occurrence and unlimited in the aggregate and note the Licensor's interest in the policy or policies.

27.4 Copies of policies and/or Certificate of Currency must be provided to the Licensor upon request.

27.5 Neither party will do anything, or fail to do anything, which does or may render any policy of insurance taken out by the other party void or unenforceable (whether in part or in whole).

27.6 The Licensor will also hold building and contents insurance for the Licensed Area, together with its own public liability and loss of income / theft cover insurance for its own benefit.

28. DISPUTE RESOLUTION

28.1 **Dispute**

A party to a dispute must comply with this clause before starting arbitration or court proceedings (except proceedings for interlocutory relief).

28.2 **Notice of Dispute**

A party to a dispute must give the other parties to the dispute notice setting out details of the dispute.

28.3 **Effort to resolve**

For 20 business days after the notice in clause 28.2, each party to the dispute must use reasonable efforts to resolve the dispute.

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28.4 **Mediator**

28.4.1 If the parties cannot resolve the dispute under clause 28.3, they must refer the dispute to a mediator.

28.4.2 If, within a further 20 business days, the parties to the dispute do not agree on a mediator, a party to the dispute may seek to appoint a mediator through LEADR (mediation industry association) who holds National Mediator Accreditation System (NMAS) accreditation.

28.4.3 The mediator assists in negotiating a resolution of the dispute. A mediator may not bind a party unless the party agrees in writing. The mediation ends if the dispute is not resolved within 20 business days after the mediator's appointment.

28.5 **Confidentiality**

Each party:

28.5.1 must keep confidential any information or documents disclosed in the dispute resolution process; and

28.5.2 may use that information or those documents only to try to resolve the dispute.

28.6 **Cost of dispute**

Each party to a dispute must pay its own costs of complying with this clause. The parties to the dispute must pay equally the costs of the mediator and any third-party reports and enquiries requested by the mediator.

28.7 **Breach of dispute clause**

If a party to a dispute breaches this clause, the other parties to the dispute do not have to comply with this clause in relation to the dispute.

PART 8 – OTHER TERMS

29. **ACKNOWLEGEMENTS**

The Licensor and the Licensee acknowledge and agree that:

29.1 the rights under this licence rest in contract only and do not create in or confer upon the Licensee any tenancy or any estate or interest in the Licensed Area;

29.2 if the RCLA applies to this licence, this licence will be read and interpreted subject to the provisions of the RCLA and to the extent to which there is any inconsistency with the provisions of this licence, those provisions of the RCLA prevail over this licence to the extent of any inconsistency;

29.3 the Licensor does not warrant the Licensed Area will be structurally suitable for the Permitted Use;

29.4 no provision, representation, warranty or undertaking has been given by or behalf of the Licensor in respect of the suitability of the Licensed Area for any use by the Licensee.

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30. GOODS AND SERVICES TAX

30.1 For the purposes of this clause:

30.1.1 **"GST"** means a goods and services tax imposed by A New Tax System (**Goods and Services Tax**) Act or other similar Act; and

30.1.2 **"Supply"** means any form of supply whatsoever provided under this licence.

30.2 The Licensee agrees that if a GST is imposed on any supply made under this licence and the Licensor becomes liable for GST in respect of any supply made under this licence, the Licensee must pay to the Licensor, in addition to the Licence Fee and other moneys payable by the Licensee to the Licensor, the amount of GST for which the Licensor has become liable;

30.3 The Licensee must make the payment or reimbursement referred to in clause 30.2:

30.3.1 if the GST is payable in respect of the Licensee's right to possession of the Licensed Area, at the time when the payment of the Licence Fee is due; and

30.3.2 if the GST is payable in respect of the supply of any other goods, services or matters under this licence, at the time when payment of the amount payable for such supply is due;

or at such other time or times as the Licensor and the Licensee may agree in writing.

30.4 If the Licensee fails to pay the amount of such GST when it is due, the Licensor may recover it from the Licensee as a debt due under this licence.

30.5 Upon receipt of the GST payment from the Licensee under this clause, the Licensor will issue to the Licensee a tax invoice in the form and manner prescribed by the applicable GST regulations.

31. LICENSEE REPORTING

31.1 The Licensee will provide to the Licensor the information outlined in Annexure 4.

31.2 The Licensee will first provide the Scheduling Plan in draft for the Licensor's consideration.

31.3 The Licensor may provide feedback on the draft Scheduling Plan, including in relation to the Licensee increasing regional use of the Licensed Area, which feedback the Licensee must take into account in providing a final Scheduling Plan.

31.4 Subject to clause 31.3, the Licensee has the final determination as to the annual scheduling plan.

32. CONFIDENTIAL INFORMATION AND FREEDOM OF INFORMATION

32.1 Each of the parties agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose whatsoever, except for the purposes of and in the manner contemplated by this licence and agrees that it will:

32.1.1 keep confidential;

32.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;

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32.1.3 maintain proper and secure custody of; and

32.1.4 not use or reproduce in any form,

any Confidential Information belonging to the other party. Any departure from a party's obligations pursuant to this clause may only be with the written consent of the other party or as required by law or the terms of this licence.

32.2 *The Freedom of Information Act 1991 (SA)* (FOI Act) gives members of the public rights to access the Licensor's documents. The FOI Act promotes openness in governance and accountability of government agencies and to achieve these objects confers on members of the public a legally enforceable right to be given access to documents, including licence agreements, held by the Licensor subject but not limited to such restrictions as are consistent with the public interest, commercial in confidence and/or necessary for the preservation of personal privacy in respect of those from whom information is collected and held by the Licensor and other public authorities.

32.3 The Licensee consents to any disclosures made as a result of the Licensor complying with its obligations under the FOI Act, subject to any legally required consultation.

32.4 In this clause "Confidential Information" means any information (in whatever form and whether recorded or not) that is:

32.4.1 designated as confidential;

32.4.2 confidential by its nature; or

32.4.3 disclosed or obtained in circumstances imposing an obligation of confidence.

33. MISCELLANEOUS

33.1 Each party will pay its own costs and expenses in relation to the negotiation, preparation and execution of this licence.

33.2 The Licensee must pay all stamp duty (if any) assessed or chargeable in respect of this licence.

33.3 In addition to any other means of giving notice, any notice will be taken to have been given if it is in writing and signed by or on behalf of the party giving the notice and either delivered or sent by ordinary pre-paid post to the other party at the address set out in this licence or such other address as may be advised in writing. A notice will be taken to have been given at the time of delivery or on the fifth day following the date of posting (whether actually received or not).

33.4 Every provision of this licence is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will remain in force.

33.5 Any variation of this licence must be in writing and signed by each party.

33.6 Without limiting the Licensee's obligations, the *Ombudsman Act* 1972 (**Ombudsman Act**) provides that the Ombudsman may investigate any act of an individual or organisation done in the performance of functions conferred under a contract with certain public authorities. The Licensee agrees to ensure timely compliance with all obligations arising under the Ombudsman Act, and any other applicable Legislation, in relation to any such investigation involving the Licensor.

33.7 The Licensee acknowledges that in entering into a contract with the Licensor it will be

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considered to be a public officer for the purposes of the *Independent Commissioner Against Corruption Act 2012* (SA) (**ICAC Act**) and will be obliged to comply with the ICAC Act and the directions and guidelines issued pursuant to the ICAC Act.

34. SPECIAL CONDITIONS

Any special conditions contained in Item 13 will apply to this licence and in the event of any inconsistency with the terms and conditions in the body of this licence, then those special conditions will prevail.

35. SCHEDULING

35.1 Prior to the commencement of the Season in each year and by 1 September, the Licensee will submit to the Licensor a Scheduling Plan. The Scheduling Plan will include dates (including approximate times where known) that the Licensee requires to occupy and use the Licensed Area;

35.2 Where relevant, the Scheduling Plan will include details of:

35.2.1 persons other than the Licensee who will use the Licensed Areas on the dates set out in the Scheduling Plan;

35.2.2 persons to whom the Licensor will sub-licence the Licensed Area to for the duration of the various dates and events stated in the Scheduling Plan, including but not limited to the Mount Barker Cricket Club and SA NPA;

35.2.3 details of whether the upstairs part of the Building will be used on the days/events specified in the Scheduling Plan;

35.3 The Licensee may submit variations to the Scheduling Plan to the Licensor for approval monthly and otherwise from time to time throughout the Season, including additional dates and times required for use, variations to the dates and times set out in the Scheduling Plan which is referred to in this Licence as an "Updated Schedule", with a minimum of two (2) weeks' notice prior to the closest additional or varied time set out in the Updated Schedule;

35.4 The Licensor acknowledges that the Scheduling Plan is subject to change as reasonably required by the Licensee from time to time throughout the Season and the Licensor will not unreasonably withhold or delay consent for the Licensee to occupy the Licensed Areas on those dates and times within the Scheduling Plan hours notified by the Licensee to the Licensor from time to time;

35.5 The Licensee may exclusively use the Licensed Area on all dates and (where applicable) at times as set out in the Scheduling Plan and any and all Updated Schedules. The Licensor will not grant nor allow any other person to use the Licensed Area or the Sports Precinct on those dates at those times set out in the Scheduling Plan and any and all Updated Schedules from time to time;

35.6 The Licensor will make every endeavor to grant to the Licensee priority to use and occupy the Licensed Area on other or additional dates and times during the Season as requested from the Licensee from time to time, in priority to any other licensee or occupant of the Licensed Area.

35.7 The Licensee acknowledges that the Licensor will from time to time, require the Licensed Area for Major Events. The Licensor will notify the Licensee of any upcoming Major Events scheduled during a Season and otherwise any other times during the Season that the Council proposes to use or occupy the Licensed Area as soon as reasonably practicable and consult with the Licensee.

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35.8 If the Licensor either occupies or permits another person, being a licensee, or any other occupant to occupy the Licensed Area during a Season, the Licensor is responsible for, or shall procure the cleaning and if necessary repair and/or, maintenance and replacement of all damaged parts of the Licensed Area occupied by the Licensor or that other person following use by the Licensor and pay the Licensee $5/hour for utilities (indexed at 2% pa).

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SCHEDULE

ITEM 1 *(Licensor)* **MOUNT BARKER DISTRICT COUNCIL** of Local Government Centre, 6 Dutton Road, Mount Barker SA 5251 *(Licensee)* **ALEXANDRA & EASTERN HILLS CRICKET ASSOCIATION (ABN 42 402 998 854)** of Town Oval Mount Barker 5251 South Australia, Australia
ITEM 2 *(Land)* The whole of the land comprised in Certificate of Title Volume 6037 Folio 785
ITEM 3 *(Licensed Area)* Portion of the Land comprising the building, rooms and playing fields marked in pink on the plan attached at Annexure 2.
ITEM 4 *(Initial Term)* The period commencing on the day that this agreement is signed and expiring at midnight on 31 March 2026. *(Renewal Term)* A period of five years following the expiry of the Initial Term (commencing on 1 October 2026 and expiring on 31 March 2031)

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ITEM 5

(Licence Fee)

Year 1 $12,500 (exclusive of GST) for Season 2021/22

Year 2 $15,000 plus CPI (exclusive of GST) for Season 2022/23, subject to review; but not less than$15,000.

The annual Licence Fee is payable in two equal instalments, the first paid by 31 December and the second by 31 March.

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ITEM 6

(Permitted Use)

Playing and training for the game of Cricket on the playing fields, and all Cricket Purposes, and accommodating spectating, administration and food and beverage sales associated with the same, along with other activities within the Licensed Area for presentations, meetings, functions and other events (all within Scheduling Plan hours) associated with the Licensee's official Cricket activities, erecting and displaying advertisements and acknowledgements of sponsorship (subject to clause 20.2)

ITEM 7

(Insurance)

Public Liability Insurance - $20,000,000

Insurance for the Licensee's Facilities in

the Licensed Area from time to time.

ITEM 8

(Outgoings)

See clause 13

ITEM 9

(Maintenance)

As per Annexure 3 – Repair & Maintenance Guide.

ITEM 10

(Revenue)

The Licensee is entitled to receive all revenue streams associated with the use of the Licensed Area by the Licensee or its invitees that are permitted under this licence.

But the Licensee will not receive nor benefit from income derived from:

- Licensor organised and managed events
- Casual hire by the Licensor
- Licensor derived income from sponsorship/signage as per Licensor's SSRP Sponsorship Policy.
- Usage of the Licensed Area outside of the Permitted Use.

ITEM 11

(Dispute Resolution)

As per Clause 28

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ITEM 12

(*Review Dates*)

1 April in each year

ITEM 13

(*Special Conditions*)

- The Licensee acknowledges and agrees that usage of the oval will be restricted during the first year of the Term in accordance with recommended hours of usage to be provided by the Licensor.
- The Licensee acknowledges and agrees that the turf wicket is not to be accessed for training sessions during the first year of the Term.
- This Licence is seasonal and the Licensee must act in good faith to negotiate and cooperate with any other licensees who have use of the Licensed Area during alternate seasons of the year, including in relation to season start and finish dates and handover.
- The Licensor may facilitate a seasonal transition meeting for Licensees.

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EXECUTED as an agreement on 15th November 2021

Signed for **MOUNT BARKER DISTRICT COUNCIL** by its authorised delegate in the presence of:

Signature of witness

Greg Parker

Name of witness (print)

Signature of authorised delegate

Iain Evans

Name of authorised delegate (print)

Chair, Summit Sport and Recreation Park Board

Position of authorised delegate

Signed for **ALEXANDRA & EASTERN HILLS CRICKET ASSOCIATION** in the presence of:

Signature of Witness

MATT AXFORD

Name of witness (print)

Signature of authorised delegate

JOE HILL

Name of authorised delegate (print)

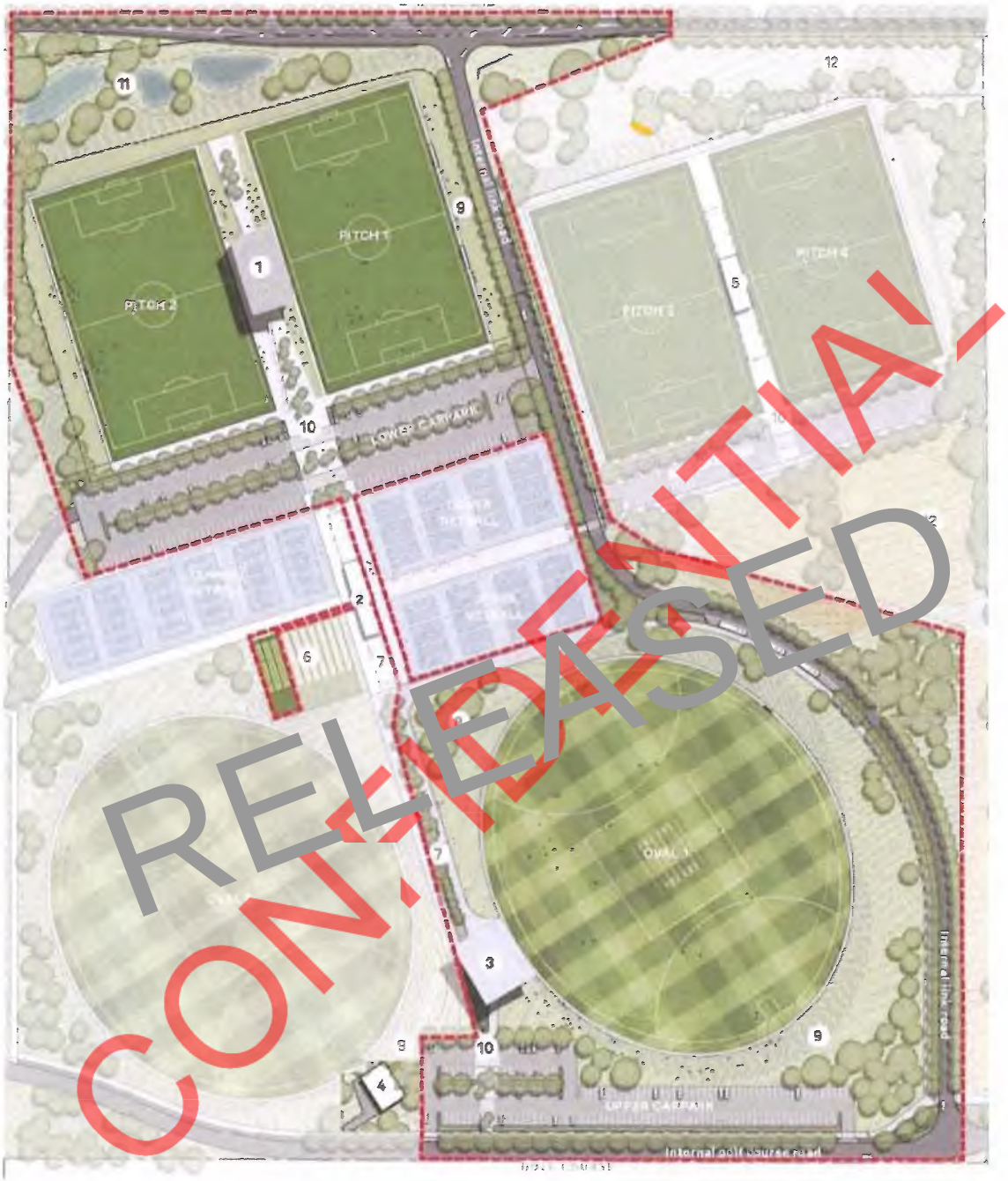
PRESIDENT

Position of authorised delegate

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ANNEXURE 1
WHOLE OF SPORTING PRECINCT LAND



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ANNEXURE 2
LICENSED AREA



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ANNEXURE 3
REPAIR & MAINTENANCE GUIDE

The table below is a guide to qualify or expand on the obligations of the Licensor and Licensee under the licence. The table is to be read as Annexure 3 of the Licence and to the extent that if there is any inconsistency between the detail in this guide and the licence, the terms of the licence will prevail.

As a general principle the Licensor will be responsible for asset replacement.

The obligation to "maintain" includes testing and tagging, testing/recording, minor replacements or repairs to maintain the premises in a safe and functional condition.

The Licensor reserves the right to assess any works performed under the licence to ensure compliance with obligations and legislation. A Certificate of Compliance template shall be forwarded to the Licensee to enable them to comply with this obligation. The completed Certificate of Compliance is to be forwarded at the beginning of each and every financial year to the Licensor attaching relevant service compliance documentation. Any reference to a Certificate of Compliance should be read as requiring a "Template Form 3 – Maintenance of Essential Safety Provisions" from Minister's Specification SA76.

All maintenance of the site carried out by the Licensee should be carried out in accordance with the relevant Standard, Code of Practice or if all else is absent, the Manufacturers Specification.
The Licensee is responsible for the installation, replacement, repair and maintenance of contents, e.g. furniture, etc.

Any vandalism needs to be reported by the Licensee to the SA Police (obtain Report Number) and the Licensor will secure the Licensed Area, if required, in order to assess repairs and determine a course of action.

The Licensor has an obligation to replace items in a timely manner when those items need replacing and they are urgently required for health and safety purposes or ordinary functionality associated with the Permitted Use.

Assessment by the Licensor as part of its asset management planning is subject to capital funding being allocated as part of Licensor's annual budgetary process as per the Local Government Act.
NOTE: In many cases items listed below as the Licensor's responsibility will be included as part of a capital replacement or maintenance project which will be implemented at a time when the asset management plan designates, and which will be notified to the Licensee.

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Ref	Description	Licensor	Licensee
1.	**Air Conditioning**		
	Replace		
	Repair/maintain	✓	
2.	**Audio system**		
	Replace	✓	
	Repair/maintain		✓
3.	**Ceilings**		
	Replace	✓	
	Repair/maintain	✓	
4.	**Cleaning**		
	Cleaning		✓
	Consumables (general)		✓
5.	**Doors (Internal & External)**		
	Replace	✓	
	Repair/maintain		✓
6.	**Downpipes/Gutters**		

	Replace	✓	
	Repair/maintain		✓
7.	**Electrical Supply**		
	Replace meter panel & switchboard	✓	
	Electrical infrastructure, accessories & associated maintenance including testing and tagging in accordance with Australian Standards 3760		✓
8.	**Emergency Evacuation Plan**		
	Development of plan	✓	✓
	Emergency Evacuation Drills		✓
9.	**Fencing - Boundary/Gates**		
	Replace	✓	
	Repair/maintain		✓
10.	**Fencing/Gates – Soccer**		
	Replace	✓	
	Repair/maintain		✓
11.	**Fire Safety Requirements**		
	Replace	✓	
	Repair/maintain		✓
12.	**First Aid**		
	Building First Aid Kit – initial provision only	✓	
	Additional First Aid Kits		
	Defibrillator- initial provision only	✓	
	Defibrillator – Replace/repair		✓
13.	**Floor Coverings – Carpet/Vinyl/Timber**		
	Replace		
	Repair/maintain		✓
14.	**Furniture (Council supplied)**		
	Repair/ maintai		✓
	Gran stand sea g – Repl ce	✓	
	anc tan seati – repair/ aintain		✓
	rnitur (other) - replace		✓
	Furniture (other) – repair/maintain		✓
15.	**Gas Supply**		
	Replace	✓	
	Repair/ maintain		✓
16.	**Gardening**		
	Common amenity	✓	
17.	**Goods & Chattels (Contents)**		
	Replace/repair/maintain		✓
18.	**External Graffiti removal**	✓	
19.	**Grease Arrestor**		
	Maintain grease arrestor in accordance with health guidelines		✓
20.	**Hot Water Service**		
	Replace	✓	
	Maintain	✓	
21.	**IT System, including Wi-Fi**		
	Replace (to wall)	✓	

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	Repair/maintain		✓
	C-Bus System manage/maintain	✓	
22.	**Keys/Swipe Cards**		
	Key Register		✓
	Replace/maintain		✓
23.	**Lighting**		
	Public place lighting	✓	
	Repair/replace/maintain	✓	
24.	**Lights & Lighting Towers (Sporting Facilities)**		
	Repair/maintain		✓
	Replace	✓	
	Lighting globe replacement		✓
25.	**Paintwork**		
	External	✓	
	Internal		✓
26.	**Pest Control**		✓
27.	**Playing Surfaces**		
	Repair/maintenance	✓	
	Routine maintenance/annual cleaning/line marking/minor repairs	✓	
	Practice Cricket Wickets – repair/Maintenance		✓
28.	**Plumbing**		
	Repair/ maintain		✓
	replace	✓	
29	**Public Address System**		
	Replace	✓	
	Repair/Maintain		✓
30.	**Roof**		
	Replace	✓	
	Repair/maintain		✓
3	**Scoreboard**		
	Repair/maintain		✓
32.	**Security**		
	Alarm Systems - Repair/maintain		✓
	CCTV - Replace/repair/maintain/monitor	✓	
33.	**Signage (Council)**		
	Replace/repair/maintain	✓	
34.	**Signage (Licensee)**		
	Replace/repair/maintain		✓
35.	**Toilets upstairs (for use by the general public**		
	Replace/repair/maintain	✓	
	Maintain cleanliness/supply consumables during events	✓	✓
36.	**Toilets downstairs (for the specific use of the Licensee & users of the premises)**		
	Replace	✓	
	Repair/maintain		✓
37.	**Waste Management**		
	See Clause 18	✓	✓
39.	**Windows**		
	Replace	✓	
	Repair/maintain		✓

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ANNEXURE 4 LICENSEE REPORTING

Annually by 1 September in each year

- Annual Report and Business Plan
- Usage Report which will include the demographic profile of users, noting that the Licensee is required to actively pursue increased regional use of the Licensed Area including investigating hosting the following:
  - representative / national amateur cricket carnivals; Sheffield Shield trial games;
  - 'Redbacks' trial and match games;
  - InterClub competitions
  - Country Championships.
- Schedule of games, training sessions and cricket events for season including scheduled bookings of the upstairs part of the Building ("**Scheduling Plan**");
  Schedule of Licensee Fees and Charges

Annually as soon as practicable following end of Licensee's financial year

- Annual audited profit & loss statement
- Profit and Loss statement for the Licensed Area identifying the revenue and expenditure for the site by the Licensee for the preceding year
- An inventory list of all plant and equipment

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ANNEXURE 5
LMA

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Orig. AG 11325462

11:14 12-Jan-2010
1 of 1 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL
BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
AG
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant

AGENT CODE

Lodged by: CROWN SOLICITOR

Correction to: CSOL 22

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.CT 6037/785

2.

3.

4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.

2.

3.

4.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
CT 6037/785	CSOL 22

R-G 250505 CSO CG 102638

CORRECTION	PASSED
REGISTERED 29 JAN 2010 Pro REGISTRAR-GENERAL	

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Form B2

Insert type of document

here **APPLICATION TO NOTE LAND MANAGEMENT AGREMENT**

(Pursuant to s 57(5) of the Development Act 1993)

To the Registrar General

1. The **MINISTER FOR URBAN DEVELOPMENT AND PLANNING** a body corporate constituted by a proclamation made pursuant to s 7(1) of the Administrative Arrangements Act 1994 ("the Minister") of Adelaide 5000 has entered into the attached Land Management Agreement dated the 28th day of August 2009 ("the Agreement") with **THE DISTRICT COUNCIL OF MOUNT BARKER** of PO Box 54 Mount Barker SA 5251 pursuant to s 57(1) of the Development Act 1993 ("the Act")

2. The Agreement relates to the whole of the land comprised in a Certificate of Title Volume 6037 Folio 785 ("the land").

NOW THEREFORE the Minister applies pursuant to s 57(5) of the Act to note the Agreement against the land.

DATED the 24th **day of** November **2009**

The **COMMON SEAL** of the
MINISTER FOR URBAN DEVELOPMENT AND PLANNING
was hereunto affixed by authority of the Minister in the presence of:

COMMON SEAL
MINISTER FOR URBAN DEVELOPMENT & PLANNING
SOUTH AUSTRALIA

.....
Witness:
Print Name: Carolyn Anne Lynch

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NB: This form may be used only when no panel form is suitable.

A penalty of up to $2000 or 6 months imprisonment applies for improper witnessing.

DATED 28 DAY OF August 2009

LAND MANAGEMENT AGREEMENT

BETWEEN

MINISTER FOR URBAN DEVELOPMENT AND PLANNING

-AND-

THE COUNCIL NAMED IN ITEM 1 OF THE SCHEDULE

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District Council of Mount Barker – Mount Barker Land Purchase

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SCHEDULE

ANNEXURE A

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THIS DEED is made the 28 day of August 2009

BETWEEN:

THE MINISTER FOR URBAN DEVELOPMENT AND PLANNING a body corporate constituted pursuant to the *Administrative Arrangements Act 1994* whose office is situated at 178 North Terrace Adelaide in the State of South Australia 5000 (hereinafter called the "**the Minister**")

AND

THE COUNCIL NAMED IN ITEM 1 OF THE SCHEDULE a council constituted pursuant to the *Local Government Act 1999* of the address specified in Item 1 of the Schedule (hereinafter with its successors and assigns called the "**the Owner**").

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RECITALS:

A. At the date of this agreement, the Owner is registered as the proprietor of an estate in fee simple in that parcel of land described in Item 2 of the Schedule and being the whole of the land comprised in the Certificate of Title described in Item 3 of the Schedule ("the Land").

B. The Land comprises the area and has the general physical characteristics described in Item 4 of the Schedule.

C. The Minister and the Owner wish to ensure that the Land is preserved and maintained as open space for the recreational use and enjoyment of the public and/or for conservation purposes.

D. The purchase of the land by the Owner was subsidised by means of the grant specified in Item 5 of the Schedule by the Minister from the

Planning and Development Fund maintained under Part 10 of the *Development Act 1993*.

E. It was a condition of the provision of the grant referred to in the previous paragraph that the Owner enter into this Deed with the Minister once the Owner was registered as the proprietor of the Land.

F. The Minister and the Owner agree to enter into this Deed pursuant to section 57 of the *Development Act 1993* as a Land Management Agreement relating to the development, management, preservation and conservation of the Land.

THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS**

The parties acknowledge and declare that the matters referred to in the recitals and party name provisions of this Deed are true and accurate in every particular and that they shall form part of this Deed.

2. **DEFINITIONS AND INTERPRETATION**

2.1 In this Deed, unless the context otherwise requires, the following words shall have the following meanings:

2.1.1 **"the Act"** means the *Development Act 1993*.

2.1.2 **"the Fund"** and **"the Planning and Development Fund"** means the Planning and Development Fund continued in existence under Part 10 of the Act.

2.1.3 **"the Grant"** means the grant referred to in Recital D and made by the Minister from the Planning and Development Fund maintained under Part 10 of the Act to subsidise the purchase of the Land by the Owner, pursuant to the Deed of Conditions of Grant forming Annexure A to this Deed.

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2.1.4 **"the Land"** means the whole of the land (or any portion or portions of the land) described in Recital A of this Deed.

2.1.5 **"the Lands Titles Registration Office"** means the Lands Titles Registration Office continued at Adelaide by section 12 of the *Real Property Act 1886*.

2.1.6 "**management plan**" means a plan prepared in respect of the Land pursuant to section 196 of the *Local Government Act 1999* and clause 5.4 of this Deed.

2.1.7 **"the Minister"** means the Minister for Urban Development and Planning and includes the Minister's successor or successors, being the Minister of the Crown to whom the administration of the Act is committed from time to time or who is otherwise performing the functions of that Minister under that Act and (when the context admits) includes any person authorised at any time to act on behalf of the Minister in the exercise of the Minister's powers and functions under this Deed.

2.1.8 **"the Owner"** means the council named in Item 1 of the Schedule and (when the context admits) includes any person or persons for the time being constituting (whether solely or collectively) the proprietor or proprietors in fee simple of the Land or any part of it and includes any of their successors in title.

2.1.9 **"the Term"** means the period of operation of this Deed commencing on the date hereof and continuing until the Deed is rescinded by mutual agreement between the Minister and the Owner, or until the Deed otherwise ceases to have effect by reason of the operation of law.

2.1.10 "**the total purchase price**" paid for the Land is the total purchase price paid by the Owner to purchase the Land, and all incidental costs including stamp duty, fees payable to the Registrar-General, legal or conveyancing fees,

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survey fees, and miscellaneous fees and disbursements (but excludes the cost of preparing this Deed, any stamp duty which must be paid on it, and the notation of it on the certificate of title for the Land).

2.2 Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this Deed:

2.2.1 Words defined in the Act or in the Regulations made under that Act shall for the purposes of this Deed have the meanings defined by the Act or the Regulations (as the case may be).

2.2.2 Any word importing the plural includes the singular and vice versa.

2.2.3 Any word importing a gender shall include all genders.

2.2.4 A reference to a body corporate shall include a natural person and vice versa.

2.2.5 The captions, headings, section numbers and clause numbers appearing in this Deed are inserted only as a matter of convenience and in no way affect the construction of this Deed.

2.2.6 A reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to and shall also include any statutory instruments issued under the statute (including regulations, proclamations, rules, by-laws, orders, notices and codes or standards approved or adopted under the statute).

2.2.7 A reference to a provision or part of a statute includes a reference to any provision or part of a statute amending, consolidating, substituting or replacing that provision or part.

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2.2.8 A reference to a recital, party, clause, schedule or annexure is a reference to a recital, party, clause, schedule or annexure of this Deed.

2.2.9 If two or more persons are parties to this Deed as Owner, the covenants, obligations and agreement on their part contained in this Deed refer to and shall bind them or any two or greater number of them jointly and each of them severally.

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3. **AMBIT OF OPERATION**

This Deed applies during the Term to the whole and every portion of the Land.

4. **DEED TO BIND SUCCESSIVE OWNERS**

This Deed attaches to the Land and is binding on the Owner of the Land (and the owner of any portion or portions of the Land) for the time being whether or not that owner was the person with whom the Deed was made.

5. **OWNER TO HAVE CARE, CONTROL AND MANAGEMENT OF LAND**

Subject to the terms and conditions of this Deed:

5.1 The Owner will be responsible for the care, control and management of the Land;

5.2 The Owner must ensure that the Land is preserved and maintained as open space for the recreation, use and enjoyment of the public and/or for conservation purposes.

5.3 The Owner must use its best endeavours to prepare and adopt a management plan for the Land as soon as practicable and in any event within twelve (12) months of the date on which the Owner became the registered proprietor of the Land. Before adopting the management plan, the Owner must:

5.3.1 submit a copy to the Minister for approval;

5.3.2 comply with any requirement or requirements that the Minister may have in relation to the contents of the plan; and

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5.3.3 obtain the prior written consent of the Minister to the management plan's adoption.

5.4 The Owner must preserve, maintain and manage the Land in accordance with the management plan and this Deed.

5.5 The parties acknowledge and agree that the Minister is under no obligation whatsoever to make any provision from the Fund for the ongoing management or maintenance of the Land.

6. RESTRICTION ON DEVELOPMENT AND FUTURE USE

The Owner must not:

6.1 cause, suffer or permit any building, structure or improvement to be erected upon the Land, nor any development to take place on the Land, without obtaining the prior written consent of the Minister; or

6.2 use the Land for any purpose other than a purpose which has been approved in writing by the Minister.

7. INSPECTION BY MINISTER

The Minister and any employee, agent or contractor of the Minister may at any time enter upon the Land for the purposes of:

7.1 inspecting the Land and all improvements situated thereon; and/or

7.2 ascertaining whether the Owner is complying with the terms of this Deed or has committed, is committing or is about to commit a breach thereof; and/or

7.3 exercising any other powers of the Minister under or pursuant to this Deed or pursuant to law.

8. RESTRICTION ON SALE OF LAND

The Owner must not sell the Land, grant an option to purchase or a right of first refusal in respect of the Land, or otherwise bind itself in any

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way to sell the Land, or agree to do any of those things upon any terms whatsoever, without obtaining the prior written consent of the Minister.

9. PROVISIONS APPLYING TO SALE OF LAND

9.1 In the event that the Minister consents to the sale by the Owner of the Land, the provisions contained within this paragraph will apply.

9.2 The proceeds arising from the sale will on settlement be applied in the following order of priority:

9.2.1 First, in repaying to the Minister an amount which bears, in relation to the sum for which the Land was sold, the same ratio or proportion that was borne by the Grant to the total purchase price paid for the Land by the Owner (but in no case shall the amount to be repaid to the Minister be less than the Grant adjusted for C.P.I. from the date of purchase);

9.2.2 Secondly, in payment of the expenses occasioned by the sale; and

9.2.3 Thirdly, the surplus (if any) will be paid to the Owner.

9.3 If the Minister so directs, the Owner must apply that portion of the proceeds of sale, referred to in subclause 9.2.1 of this Deed towards the purchase of some other parcel of land, to be held and maintained by the Owner as open space for the recreational use and enjoyment of the public and/or for conservation purposes (and in that event the provisions of clause 9.4 will not apply).

9.4 That portion of the proceeds of sale which is referred to in subclause 9.2.1 of this Deed shall, until paid, be a debt due by the Owner to the Minister and upon recovery must be paid by the Minister into the Fund.

9.5 The Minister may, at the request of the Owner, agree to the rescission of this Deed and in that event will execute, at the

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Owner's expense in all things, an instrument of rescission and take all such steps as are necessary to have that rescission noted against the Certificate(s) of Title for the Land.

9.6 In the event that the Owner purchases land in accordance with a direction given by the pursuant to clause 9.3 of this Deed, the Owner agrees that it will on the written request of the Minister enter into a Land Management Agreement under section 57 of the Act in respect of that land, such agreement to be in all material respects subject to the same terms, conditions and provisos as are contained in this Deed.

10. RESTRICTION ON SUBDIVISION AND CREATION OF SUBSIDIARY INTERESTS IN LAND

10.1 The Owner must not subdivide or agree to subdivide (or take any steps towards making an application for the subdivision of) the Land, without the prior written consent of the Minister;

10.2 Subject to clause 10.3, the Owner must not grant, or agree to grant a lease, licence, easement (including a right of way) or any other proprietary or contractual right of any nature whatsoever which may operate to confer upon any person the right to possession, occupation, entry or control of the whole or any portion of the Land, on any terms whatsoever, unless such grant or agreement:

10.2.1 is expressed in writing;

10.2.2 is made with the written consent of the Minister; and

10.2.3 contains as an essential term a covenant by the grantee not to do, or omit to do (or suffer or permit any other person to do or omit to do) any act, matter or thing that would constitute a breach by the Owner of the Owner's obligations under this Agreement if the Owner itself performed the act.

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10.3 The Owner may, without obtaining the Minister's consent, expressly or impliedly grant to members of the public on such terms as it sees fit a non-exclusive licence to enter upon the Land for such purposes as are consistent with the Owner's obligation to ensure that the Land is preserved and maintained as open space for the recreation, use and enjoyment of the public and/or for conservation purposes.

10.4 The Owner shall at all times use its best endeavours to ensure that all occupiers, lessees and/or licensees from time to time of the Land comply with the provisions of this Deed.

10.5 The Owner shall in all cases be vicariously liable for any act or omission (that would have constituted a breach of this Agreement if it had been the Owner's act or omission) where the act or omission in question is that of its lessee, licensee, grantee of an easement or right of way, or of a person holding any other right of possession, control or entry, or of any person deriving authority from any of the foregoing persons to be on the Land.

11. **BREACH**

11.1 If the Minister considers that the Owner is in breach of any provision of this Deed, the Minister may, by notice in writing served upon the Owner, specify the nature of the breach (or perceived breach) and require the Owner to rectify or remedy the same within the period of time specified in the notice.

11.2 Subject to clause 11.3, the Owner must comply with the requirements of any notice served by the Minister pursuant to the preceding paragraph within the time specified in that notice, or within such further period as the Minister may agree.

11.3 In the event that the Owner disputes an allegation contained within a notice issued by the Minister pursuant to clause 11.1 of a default in the observance of the terms and conditions of this Deed, or objects to a requirement imposed in the notice, it must

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within fourteen (14) days of the date of that notice serve a notice upon the Minister advising of that dispute or objection (as the case may be).

11.4 In the event that the Owner serves a notice upon the Minister pursuant to clause 11.3, the provisions of clause 12 of this Deed will apply.

11.5 The parties acknowledge and agree that the provisions of the Act apply in respect of a contravention or threatened contravention of this Deed, provided always that nothing in this clause shall derogate from or operate in any way to exclude (or be construed as derogating from or excluding) all or any other rights and remedies available to the parties at law or in equity.

12. DISPUTE RESOLUTION

12.1 In case of a dispute, the parties agree to attempt to explore the possibilities of resolving it through negotiation. Each party may, if it so decides, appoint a person to act on that party's behalf in the conduct of the negotiations.

12.2 Unless either of the parties determine to exercise their right to have a dispute adjudicated upon by a court of competent jurisdiction, the parties may agree to submit themselves to arbitration or to the binding opinion of a mutually agreed expert to the extent allowed by law. In the event that the parties cannot reach agreement as to the identity of an expert, either party may request the President or Acting President for the time being of the Law Society of South Australia to nominate a relevant expert, whose findings shall be final and binding on both parties. The fees and expenses of any expert engaged pursuant to this paragraph shall be borne and paid by the Minister and the Owner in equal shares.

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12.3 Nothing in clauses 12.1 or 12.2 requires the parties to do any act, or to submit to any arbitration or expert opinion, before seeking legal redress in the court.

13. PERSONS WITH LEGAL INTEREST

Except for itself and for those persons (if any) named in Item 6 of the Schedule who have a legal interest in the Land and who have consented to the Owner entering into this Deed by signing the execution clause at the end of this Deed, the Owner certifies for the purposes of section 57(4) of the Act that no other person has a legal interest in the Land.

14. REGISTRATION AND NOTATION

14.1 The Owner consents to and requests that a copy of this Deed be registered in the Register established by the Minister pursuant to section 57(2b) of the Act.

14.2 The Owner consents to and requests that this Deed be noted in the Lands Titles Registration Office on the certificate(s) of title for the Land pursuant to section 57(5) of the Act.

14.3 The parties shall do all acts and things and execute all such documents as are necessary to ensure that this Deed is noted on the certificate(s) of title for the Land in accordance with clause 14.1 in priority to any other registrable interests, save and except for those interests already registered or noted in the Lands Titles Registration Office at the date of this Deed and save and except for the estate and interest of the Owner herein.

15. MINISTER'S DISCRETION

The parties acknowledge and agree that whenever this Deed provides that the Minister may perform any act, do any thing, or furnish consent to any matter, the question of whether or not the Minister should

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perform that act, do that thing, or furnish that consent (as the case may be) lies in the absolute and unfettered discretion of the Minister.

16. **MINISTER MAY DELEGATE**

Any act or thing which either is required or permitted to be performed or done by the Minister (including the furnishing of consent to any matter), may be performed or done by the Minister's delegate or representative, appointed in writing by the Minister.

17. **OWNER'S ACKNOWLEDGEMENT**

The Owner acknowledges that it may be required by law to obtain the consent or permission of a local, State or Commonwealth authority to undertake any development of the Land and that:

17.1 this Deed, the agreement it contains, and any permission or consent that may be given pursuant to it does not constitute any form of permission or consent for the purposes of either the Act or any other legislation; and

17.2 the Owner will be responsible for determining the need for any such consents or permissions and obtaining them (where necessary) before carrying out the development.

18. **MINISTER'S ACKNOWLEDGMENT**

For the purposes of section 57(2a) of the Act, the Minister acknowledges that, in considering whether to enter into this Deed and the terms to which it should be subject, the Minister has had regard to:

18.1 the provisions of the Development Plan specified in Item 7 of the Schedule and to any relevant development authorisation under the *Development Act*; and

18.2 the principle that a Land Management Agreement should not be entered into as a substitute to proceeding with an amendment to a Development Plan.

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19. GENERAL

19.1 Governing Law

This Deed shall be governed by and construed according to the law in force in the State of South Australia and the parties hereto submit to the jurisdiction of the courts of that State in respect of all matters arising either pursuant to or otherwise relating to this Deed.

19.2 Costs and Stamp Duty

19.2.1 Each party shall bear its own costs in respect of the negotiation, perusal and execution of this Deed.

19.2.2 The Owner shall bear the cost of the preparation of this Deed.

19.2.3 The Owner shall bear the costs of notation of this Deed and any stamp duty upon it.

19.3 Severance

If any term or condition of this Deed should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed here from without affecting the validity or enforceability of the remainder of this Deed.

19.4 Entire Agreement

19.4.1 Subject to clause 19.4.3, this Deed constitutes the entire agreement of the parties about the subject matter hereof and the parties agree that this Deed supersedes all prior arrangements, understandings and negotiations about the matters dealt with in this Deed.

19.4.2 Subject to clause 19.4.3, no agreement about the works, management or use of the Land, whether collateral or otherwise, shall be taken to have been formed by the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other prior to the execution of this Deed.

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19.4.3 In the event of any inconsistency between the provisions of the Deed of Conditions of Grant and the conditions and the provisions of this Deed, the provisions of the latter shall prevail.

19.5 **Amendment**

19.5.1 No amendment (which term includes a variation, addition to or modification) of any provision of this Deed shall be binding upon the parties unless such amendment is made in writing, signed by each party and expressed to be either supplemental to or in substitution for the whole or a part of this Deed.

19.5.2 The parties shall do all acts and things and execute all such documents as are necessary to ensure that any such amendment of this Deed is noted on the certificate(s) of title for the land pursuant to section 57(8) of the Act.

19.6 **Notices**

Notices may be served by delivering the same personally, by mail or a facsimile transmission and shall be:

19.6.1 in writing addressed to the parties at their respective addresses as set out in the Schedule to this Deed;

19.6.2 signed by the sender or on behalf of the sender by a person duly authorised by the sender;

19.6.3 deemed to be duly served or made in the following circumstances;

(a) if delivered, upon delivery;

(b) if sent by mail, upon posting;

(c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number;

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(d) but if delivery is not made before 5.00 pm on any day it shall be deemed to be received at 9.00am on the next day in that place;

19.6.4 a party may modify either its address or facsimile number from time to time, by a written notice served on the other party.

19.7 **Waiver**

19.7.1 A waiver of any provision of this Deed must be in writing and be signed by the parties or by persons duly authorised to execute such a document on a party's part.

19.7.2 No waiver by a party of a breach of a term or condition contained in this Deed shall operate as a waiver of any breach of the same or any other term or condition contained in this Deed.

19.7.3 No forbearance, delay or indulgence by either party in enforcing the provisions of this Deed shall prejudice or restrict the rights of that party.

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EXECUTED UNCONDITIONALLY AS A DEED

THE COMMON SEAL of the
MINISTER FOR URBAN DEVELOPMENT AND PLANNING

was hereunto affixed

in the presence of:

.....

Witness
[Print Name: Carolyn Anne Synch]

MINISTER FOR URBAN DEVELOPMENT & PLANNING
COMMON SEAL
SOUTH AUSTRALIA

Paul Holloway

THE COMMON SEAL of the
DC of Mount Barker

was hereunto affixed

in the presence of:

.....
A Mayor/~~Chairperson~~

.....
Chief Executive Officer

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* Delete the inapplicable capacity.

CONSENT OF ANY PERSON (OTHER THAN THE OWNER) HOLDING A LEGAL INTEREST IN THE LAND

The undersigned, being a person named in Item 6 of the Schedule and holding the interest therein specified in the Land, consents to the Owner entering into this Deed:

SIGNED by **[*Insert the full name of person*]**

in the presence of: .....

Signature of person with legal interest

.....

Signature of Witness

[Print Name:]

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SCHEDULE

ITEM 1 THE DISTRICT COUNCIL OF MOUNT BARKER
PO BOX 54
MOUNT BARKER SA 5251

ITEM 2 ALLOTMENT 4 DEPOSITED PLAN 17708 IN THE AREA NAMED MOUNT BARKER HUNDRED OF MACCLESFIELD

ALLOTMENT 80 FILED PLAN 160057 IN THE AREA NAMED MOUNT BARKER HUNDRED OF MACCLESFIELD

ALLOTMENT 82 FILED PLAN 160059 IN THE AREA NAMED MOUNT BARKER HUNDRED OF MACCLESFIELD

ITEM 3 CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5754 FOLIO 304

CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5712 FOLIO 675

CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5719 FOLIO 769

NOW LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 6037 FOLIO 785

ITEM 4 THE SITE IS APPROXIMATELY 36.73 HECTARES AND IS IRREGULAR IN SHAPE

ITEM 5 $1,000,000 (exclusive of GST)

ITEM 6 N/A

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ITEM 7	MOUNT BARKER (DC) CONSOLIDATED 2 MAY 2008
ITEM 8	Address for Service on the Minister LEVEL 9, TERRACE TOWERS, 178 NORTH TERRACE, ADELAIDE, SOUTH AUSTRALIA 5000
ITEM 9	Address for Service on the Council DISTRICT COUNCIL OF MOUNT BARKER PO BOX 54 MOUNT BARKER SA 5251 PH: 8391 7259 FAX: 8391 7299

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ANNEXURE "A"

A copy of the **Deed of Conditions of Grant** appears immediately after this page.

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ANNEXURE 6
Summit Sport and Recreation Park Sponsorship Policy

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MOUNT BARKER
DISTRICT COUNCIL

TITLE: SUMMIT SPORT AND RECREATION PARK SPONSORSHIP POLICY

REFERENCE NUMBER:	DOC/21/188752
RESPONSIBLE OFFICER/ DEPARTMENT:	Executive Officer to the SSRP Board
APPLICABLE LEGISLATION:	Local Government Act 1999
MOUNT BARKER 2035 – DISTRICT STRATEGIC PLAN:	Governance and Leadership GL 4.3 Strive for efficiencies, collaboration and partnerships to reduce the costs of delivering services
RELATED POLICIES:	• Flag Policy • Road and Place Naming Policy
SUPPORTING PROCEDURES:	Nil
PREVIOUS REVIEW DATES:	
ADOPTED BY COUNCIL:	5 October 2021
MINUTE RESOLUTION NUMBER:	OM20210406.08
NEXT REVIEW DATE:	5 October 2022

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1. PURPOSE

The purpose of this Policy is to define the principles for the Summit Sport and Recreation Park (SSRP) Board ('the Board') to follow in dealing with sponsorship proposals.

2. SCOPE

The Board has been established as a Committee of Council pursuant to Section 41 of the Local Government Act 1999.

The Board's Terms of Reference were endorsed by Council on 2 September 2019 and includes an objective (2.2.6) - *The Board will consider commercial arrangements to optimise returns to the SSRP.*

Sponsorship provides the Board and sporting clubs and associations (through a licence agreement) with an important source of income that can support the cost-effective delivery of recreation and sport that benefits the local community.

It is important that any messages associated with sponsorship are considerate of all people who access those facilities, are age and culturally appropriate and are consistent with the values and integrity of the Mount Barker District Council.

It is important for clubs and associations to document the terms of sponsorship to define expectations of all parties.

This Policy provides guidance to clubs and associations that have, or intend to have, licensing arrangements in place with the Board within the SSRP or parties that use the facility in relation to sponsorship agreements that may involve requests to display signage within the precinct in areas such as; in or on buildings, adjacent to playing surfaces or scoreboards.

The SSRP Sponsorship Policy also provides a framework for clubs and associations that wish to seek sponsorship.

Any form of sponsorship that involves sponsor acknowledgement signage will be subject to assessment under the SSRP Sponsorship Policy.

Council's Road and Place Naming Policy is not relevant to the naming/sponsorship principles articulated herein.

3. DEFINITIONS

SSRP asset - means any buildings and / or asset and associated infrastructure at the SSRP

Naming rights - means the exclusive right for an organisation, with appropriate permissions, to name/brand a facility, event or program (usually subject to approval by the other party) and for the name/brand to be reflected on formal signage and communications.

Political messages – means the display of any message that endorses or names a political party, ideal, position or political opinion. (this definition excludes signage/sponsorship of a sitting member of parliament that has no reference to a political party)
For the purposes of this clause the words "political party" includes the word "Independent".

Sponsorship - means any agreement where a business provides funds, resources or services to an organisation in return for some rights. Sponsorship is not philanthropic as a sponsor expects to receive a reciprocal benefit.

4. ROLES & RESPONSIBILITIES

Council:

- Responsible for adopting this policy.
- Providing other appropriate approvals associated with the development and strategic plans associated with the space.

Board

- Responsible for applying this policy and considering applications.

Chief Executive Officer:

- Responsible for applying resources to ensure the application of this policy.

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Executive Officer to the SSRP Board:

- Responsible for implementing this policy.
- Delegated responsibility for approving Licensee and sub-user requests that relate to minor changes for already approved sponsor signs aligned with the intent of this Policy.
- Establishing a register of delegations and report on those delegations to the Board.

5. POLICY STATEMENT

1. The Board supports organisations seeking sponsorship. The full costs of obtaining and managing sponsors is to be borne by the organisation.
2. Council owned facilities should not be used to promote the following:
   - direct product advertisements of tobacco products or gambling;
   - any form of adult entertainment; or
   - political messages.
3. Any sponsors messages displayed at the SSRP must be to the satisfaction of the Board. A reasonable person should not find the message offensive or discriminatory.
4. The Board reserves the right to disallow any requests to display messages it deems inappropriate.
5. The club and association must ensure that all signage is covered by its own insurance policy, to the level prescribed in the organisation's licence / management agreement.

Sponsor Acknowledgement

6. Applications for the installation and display of sponsor acknowledgment signage must be addressed to the Board and include the following information:
   - documented proposed sponsorship agreement; and
   - graphics, design and materials specifications.
7. Any structural alterations to buildings and reserve infrastructure requires the written approval of Council as it may require Development Approval and associated fees and charges.

Pre -existing Sponsorship

8. Pre-existing sponsorship arrangements that organisations wish to bring to the SSRP shall comply with this policy.
9. The Board may conduct an audit of SSRP sport and recreation facilities and advise clubs where examples of non-conforming sponsorship exist.
10. Organisations will be provided with a period of one month's notice of an audit, to ensure that all existing displayed sponsorship complies with the conditions outlined in this Policy.
11. After one month from the audit, the Board may commence removing any displayed sponsorship signage that does not meet the conditions outlined in this Policy and recover reasonable costs for removal.

Naming Rights

12. Applications for naming rights will be considered by the Board under the following conditions:
    - the naming rights shall be limited to sports grounds only (i.e. ovals, pitches, fields, playing area or surface) and not the entire facility, building or any associated reserve infrastructure;
    - the term of the sponsorship (i.e. naming) agreement is limited to the term of the organisation's licence / management agreement over the sports ground;

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- the proposed name of the sports ground is not in any way offensive or discriminatory; and
- the corporate name must be complementary to the official name of the SSRP.

13. The whole SSRP area naming rights remain vested with the Mount Barker District Council as facility owner and manager.
14. Council names (rather than sponsored names) for the whole facility, buildings and other reserve infrastructure will prevail in public documents e.g. Council reports, engineering / road plans, directories, websites etc.
15. A copy of the proposed naming rights sponsorship agreement is to be submitted to the Board's Executive Officer as part of the approval process.
16. Not all applications for naming rights will be approved and non-approvals can be appealed in writing through the Chief Executive Officer.

6. TRAINING / EDUCATION

Council staff will organise appropriate information and training opportunities for users of the facility and other relevant individuals and groups to understand and implement the intent of this policy for the betterment of the facility, users and the wider community.

7. REVIEW

This Policy will be reviewed:

- in 12 months and then every three years, or
- earlier in the event of changes to legislation or related Policies and Procedures or ;
- if deemed necessary by the Board or Executive Officer.

8. ACCESS TO THE POLICY

The Policy is available for public inspection at the Customer Service Centre, at the Local Government Centre, 6 Dutton Road, Mount Barker, South Australia and on the Council's website www.mountbarker.sa.gov.au

9. FURTHER INFORMATION

For further information on this Policy, please contact:
Title: Executive Officer to the SSRP Board
Address: PO Box 54, Mount Barker
South Australia, SA, 5251
Telephone: 08 8393 6445
Email: council@mountbarker.sa.gov.au

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12.1 CONFIDENTIAL REPORTS

12.1 REPORT TITLE: CONFIDENTIAL: LICENCE AGREEMENT VARIATION REQUEST
DATE OF MEETING: 24 JULY 2024
FILE NUMBER: DOC/24/101875
ATTACHMENTS: 1: DOC/24/101954 – LETTER FROM AEHCA
2: CON/21/254 – EXECUTED LICENSE AEHCA

Moved Jane Russo

Section 90 (3) (b) Order

1. Pursuant to Section 90(3)(b)
   Pursuant to Section 90(2) of the Local Government Act 1999 the Board orders that all members of the public except the Executive Manager, General Manager Corporate Services, Tourism and Business and Development Officer, Venue Coordinator, Treasurer Alexandra and Eastern Hills Cricket Association and the Minute Secretary be excluded from attendance at the meeting for Agenda Item 12.1 License Agreement Variation Request.

   The Board is satisfied that pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda item is information, the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Board is:

   - conducting business, or
   - would prejudice the commercial position of the Board

   In addition the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in continued non-disclosure of this information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Board is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of the Board's commercial position may severely prejudice the Board's ability to be able to negotiate a cost-effective proposal for the benefit of the Board and the community in this matter and in relation to other contract negotiations.

Seconded Paul Brown CARRIED
SSRP20240724.02

A deputation from Mr Robran Cock, Treasurer Alexandra and Eastern Hills Cricket Association was heard.

Mr Cock left the meeting at 6.25pm

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Moved Paul Brown

2. That the Summit Sports and Recreation Park Board receive and note the letter from Mr Mark Stokes on behalf of the AECHA (attachment 1).

3. That the Summit Sports and Recreation Park Board determine:
   a. that the current outstanding debt owed by the AECHA for the 2023/24 season be maintained
   b. that a repayment plan be approved and the terms of that repayment plan are:
      i. extended to 31 December 2024

4. That the Summit Sports and Recreation Park Board note that a fees and charges independent review is currently being undertaken and will be reported to the Board at its next meeting.

5. The Board asked the Chair and the Executive Manager to meet with SACA urgently to resolve this matter.

Seconded Peter Scargill CARRIED
SSRP20240724.03

Moved Jane Russo

Section 91(7) Order

6. Pursuant to Section 90(3)(b)
That having considered Agenda Item 12.1 License Agreement, in confidence under 90(2) and (3)(b) of the Local Government Act 1999, the Board pursuant to Section 91(7) of the Act orders that the Board report, related documents and all minutes be retained in confidence except for the provision of notification of the Board's resolution to the Licensee, and that all other information will remain confidential until licence negotiations are complete or such lesser period as may be determined by the Chief Executive Officer and that this order be reviewed every 12 months.

Seconded Jayne Symons CARRIED
SSRP20240724.04

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