

# CLUBROOM LICENCE – VERSION 7

## PARTIES

**NARRANDERA SHIRE COUNCIL**  
*(Licensor)*

**AND**

**NARRANDERA IMPERIAL FOOTBALL & NETBALL CLUB INCORPORATED**  
**ABN 48 817 377 396**  
*(Licensee)*

**DATED**



**THIS DEED** dated

2020

**PARTIES:** **NARRANDERA SHIRE COUNCIL** of 141 East Street, Narrandera, NSW 2700,  
(*Licensor*)

**NARRANDERA IMPERIAL FOOTBALL & NETBALL CLUB  
INCORPORATED ABN 48 817 377 396** of 2-32 Victoria Avenue Narrandera, NSW  
2700, (*Licensee*)

## **INTRODUCTION**

- A. The Licensor is the owner of the Land known as “The Narrandera Sports Ground” being 2-32 Victoria Avenue Narrandera, comprised in certificate of title 2/1107557 (the Land).
- B. The Licensor and Licensee have an existing licence dated 21 March 2016. It is intended that this licence will be terminated.
- C. The Licensor intends to erect on the Land in the area shown on the plan attached and marked “Proposed clubrooms & changerooms” a two-storey structure with a lower floor containing two players change rooms and amenities, two umpire change rooms with amenities, one medical triage room and storage area. The upper floor will contain a club room/auditorium, drinks service area including cool room, food service including cool room, amenities, storage areas and a meeting room.
- D. The Licensor intends to allow the licensee to use the whole of the upper floor and one storage room located on the lower floor as designated by the Licensor (the licensed area).
- E. In consideration of the Licensee’s agreement to pay the Licence Fee annually and to observe and perform the Licensee’s obligations set out in this Licence, the Licensor agrees that the Licensee should be permitted to use the Licenced area in accordance with this Licence.

## **IT IS AGREED**

### **1. INTERPRETATION**

1.1. In this Deed, unless otherwise indicated by the context:

- (a) *Licence* means the licence granted pursuant to this Deed;
- (b) *Plan* means the plan annexed and marked ‘A’;
- (c) *Clubroom Event* means any sporting related event that the Licensee chooses and will include, but not be limited to meetings, social events, lectures and other match functions.
- (d) *Third Party Function* means a private function that is managed by a third party and authorised by the Licensee during which the Licenced area is used with the private function being in accordance with the definition of a Clubroom Event as detailed in Clause 1.1 (c).

1.2. In this Deed, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;

- (b) headings are for convenience only and do not affect interpretation of this Deed;
- (c) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (d) a reference to a body, whether statutory or not;
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body;is a reference to the body which replaces it, or which substantially succeeds to its powers or functions.

## 2. LICENCE

- 2.1. The licence dated 21 March 2016 signed by the Licensor and Licensee whereby the Licensor allowed the Licensee to use certain rooms on the land is terminated 1 month from the date of this Licence agreement.
- 2.2. The Licensee will have a license to use the whole of the upper floor and one storage room located on the lower floor as designated by the Licensor (the licensed area).
- 2.3. This Licence does not confer upon the Licensee any estate or interest in the Licenced area, or the Land or any part of it and the legal possession and control of the Licenced area will at all times remain vested in the Licensor.

## 3. TERM

- 3.1. The commencement date will be the
- 3.2. The Licence will be for the Term of ten (10) years with one further option of an additional five (5) years. The maximum term under this licence agreement will be fifteen (15) years. The Licensee must, within three months of the end of this licence, serve on the Licensor notice that it wishes to exercise the option in this clause.
- 3.3. Should the Licensor permit the Licensee to continue to use the Licenced area after the expiration of the Term, such continued use will be upon the terms and conditions set out in this Deed as a licence from Month to Month at the Licence Fee determined by the Licensor and notified to the Licensee and payable in advance on the first of each month such licence being determinable by not less than one Month's notice in writing from either party to the other expiring on any day.

## 4. PAYMENT

The Licensee covenants with the Licensor to pay the annual Licence Fee of \$1,875.00 plus, GST per annum from the commencement date. The annual Licence fee for the second and subsequent years, shall be increased by 2% per year and is to be reviewed and determined by the Licensor in consultation with the Licensee prior to formalising the option for renewal. Where agreement cannot be reached then the Licensor is able to determine the new annual licence fee that will apply for the option period.

## 5. GAS AND ELECTRICITY CONSUMPTION

- 5.1 The Licensee will be responsible for all access and consumption charges of electricity, gas charges (either natural or bottle) and waste management charges charged on the licenced area.

## 6. LICENSEE'S COVENANTS

The Licensee covenants with the Licensor:

- (a) To manage the Licenced Area in accordance with Notice of Determination of a Development Application numbered 019-2019-2020 dated 8 February 2020
- (b) the Licensee will not do or omit to do or permit or suffer to be done or omitted any act matter or thing which might in any way endanger the Land or any structures on the Land (including the Licenced area) or any person, equipment chattels or goods whether the property of the Licensor or not which may be upon the Land;
- (c) The Licensee shall be responsible for the repair or replacement, as the case may be, of any damaged building infrastructure or stolen items detailed in Schedule 'C'.
- (d) the Licensee is responsible for the maintenance, replacement or restoration of items listed in Schedule 'C' and any other equipment supplied to or installed into the Licenced Area and must adhere to the annual service requirements and provide the Licensor with copies of certification. The items in schedule "C" may be added to or amended by the Licensor by giving notice to the Licensee.
- (e) the Licensee, its servants, players, spectators or agents will not cause or permit excessive noise from the Licenced area;
- (f) the Licensee will not do omit to do or permit or suffer to be done any act matter or thing which will be or may become a nuisance or annoyance to the Licensor, other users of the Licenced area the occupants of the Land or the owners or occupiers of neighbouring premises;
- (g) the Licensee, its servants, players, spectators or agents will at all times when within the Licenced area observe and conform to all rules and regulations from time to time made by the Licensor in connection with the Land; and
- (h) the Licensee will not cause or permit any rubbish to be placed thrown or dropped in or about the Licenced area. The Licensee shall be responsible for the purchase or rental of waste receptacles at the Licenced area and the cost of the removal of the waste;
- (i) to be responsible for all maintenance and cleaning of the Licenced area and the area immediately surrounding the Licenced area. The licensee must decorate the inside and outside of the Licenced area in the last 3 months of the licence period (however it ends) – 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting. The painting must be in the colours as specified by the Licensor;
- (j) to comply with the Plan of Management of Narrandera Sports Ground issued by the Narrandera Shire Council;
- (k) to ensure anyone using the Licenced area does not use glass containers beyond the Licenced Area;
- (l) to issue the Licensor with a key and security alarm code to the Licenced area and to allow the Licensor and its representatives to access the Licenced area at all reasonable

times and to make regular inspections of the Licenced area. In addition, the Licensor shall make annual inspections with notice of the Licenced area;

- (m) to not unreasonably withhold the use of the Licenced Area by a third party or Council as the Licensor for a Clubroom Event. The Licensee may recover a reasonable financial amount for utilities used by the third party. The Licensee shall have priority over any third party with respect to the Licenced area. The Licensee shall not unreasonably refuse the use of the Licenced Area to a third party.
- (n) The Licensee shall submit to the Licensor by the end of 31 March annually a schedule of fees proposed to be charged by the Licensee for use of the Clubroom by a third party for the coming financial year commencing 1 July for approval by the Licensor. The Licensee shall be responsible for invoicing and recovering payment for utilities from the third party; Where conflict arises both parties must attempt to mutually and amicably resolve the matter, however the Licensor will act as the mediator.
- (o) to notify the Licensor in writing prior to any Clubroom Event or Third Party Function.
- (p) The Licensor agrees to keep the Licensee informed of any events booked by the Licensor, prior to the Clubroom Event.
- (q) To obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the Licenced area.
- (r) It will comply with all relevant work, health, safety and welfare standards and regulations determined by the Licensor or as prescribed by the Workplace Health and Safety Act and any other relevant legislation.
- (s) The Licensee will comply with all the safety standards and requirements imposed by the Licensor or any statutory or other relevant authority from time to time and will apply for, obtain and maintain all registrations, licences, approvals and consents which are required by statute, regulations, by-laws or ordinances in order to enable it to comply with its obligations under this clause.
- (t) The Licensee will comply with any mutually agreed conditions imposed by the Licensor notified to the Licensee. Where agreement cannot be reached then the Licensor is able to impose conditions if they believe that they are necessary.

## **7. INSURANCE AND RISK**

- 7.1. The Licensee, at its own expense, is to take out and keep current a public risk policy that provides for a minimum cover for each accident, claim or event of the amount of Twenty Million Dollars (\$20,000,000.00) or any reasonable higher amount that the Licensor notifies in relation to the Land. The cover provided under this policy must not be contributory with any policy taken out by the Licensor. The policy must note the Licensor as an interested party and must be with an insurance company approved by the Licensor. The Licensor will provide the Licensee with a copy of the public risk policy Certificate of Currency.
- 7.2. The Licensee unconditionally releases the Licensor from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of the Licensee, Sub-Licensee or any of the Licensee's agents. The Licensee agrees not to sue or make any claim or demand against the Licensor in respect of matters covered by this release.

7.3 (a) The Licensee indemnifies the Licensor from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- (i) Loss of, loss of use of, or damage to property of the Licensor; or
- (ii) Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

resulting from or by reason of anything done or omitted to be done by the Licensee, Sub-Licensee or any of the Licensee's agents arising out of the Licensee, Sub-Licensee or Licensee's agents' activities undertaken at or near the Licenced area.

(b) The Licensee's liability to indemnify the Licensor is reduced proportionally to the extent that a negligent act or omission of the Licensor or its employees has contributed to the injury, damage or loss.

7.4 The Licensee is responsible for pre and post inspections of the licensed area for the purpose of public liability and such inspections are to be evidenced by way of a completed inspection checklist which shall be made available for inspection by the Licensor upon request.

## 8. LICENSOR'S COVENANTS

8.1. The Licensor may in its sole discretion by written notice delivered to the Licensee limit the hours of operating of the Licenced area.

8.2. The Licensor will at all times during the continuance of this Licence (and any holding over period) retain possession of and full control over the Licenced area, and in particular, but not limited to, will at all times by itself its servants players, spectators and agents have full and free access thereto for such purposes as it may see fit. Notwithstanding this clause, the Licensor must not unreasonably interfere with the Licensee's use and enjoyment of the Licenced Area.

## 9. TERMINATION

9.1. Upon expiry or earlier termination of this Licence or any holding over period, the Licensee will promptly remove the Licensee's belongings from the Licenced area and in default the Licensor will be entitled to remove them and recover the cost of removal from the Licensee. Whatever the Licensor or any person authorised by it will do under this clause will be deemed to be done with the full authority of and as agent for and at the risk in all respects of the Licensee.

## 10. DEFAULT

If:

- (a) the Licence Fee or any part is in arrears for 28 days after the date on which the Licensor gives the Licensee written notice of the Licensee's default in making payment on the due date; or
- (b) the Licensee fails to perform any other of the Licensee's obligations under this Licence for 28 days after the Licensor gives the Licensee written notice of the Licensee's default; or
- (c) if the Licensee defaults in the fulfilment of any covenant, condition or stipulation of the Licence to be performed and observed by the Licensee; or
- (d) the Licensee parts with possession of the Licenced area for any reason,

then and in any of such event the Licensor will be entitled by written notice to the Licensee to immediately terminate this Licence.

**11. ASSIGNMENT OR SUB-LICENSING**

11.1 The Licensee may sub-licence to a third party for a Third Party Function.

11.3 Should the Licensee sub-licence to a third party, the Licensee acknowledges that they are responsible to ensure that the sub-licensee complies with the covenants of this agreement.

**12. COSTS AND DISBURSEMENTS**

The Licensee must pay reasonable legal and other costs and disbursements of the Licensor incurred including the costs of preparation, negotiation and execution of this Licence or arising out of or associated with this Licence. The Licensee will pay all duty on this Deed.

**13. NOTICES**

13.1. A notice or other communication required or permitted to be given by one party to another must be in writing and:

- (a) delivered personally;
- (b) sent by pre-paid mail to the address of the addressee specified in this Deed; or
- (c) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.
- (d) sent by email transmission to the email address of the addressee.

13.2. A notice or other communication is taken to have been given (unless otherwise proved):

- (a) if mailed, on the second Business Day after posting; or
- (b) if sent by facsimile or email before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

13.3. A party may change its address for service by giving notice of that change in writing to the other parties.

**14. WAIVER OR VARIATION**

14.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

14.2. The exercise of a power or right does not preclude:

- (a) its future exercise; or
- (b) the exercise of any other power or right.

14.3. The variation or waiver of a provision of this Deed or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

**15. COUNTERPARTS**

This Deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Deed will be the date on which it is executed by the last party.

16. **WHOLE AGREEMENT**

In relation to the subject matter of this Deed:

- (a) this Deed is the whole agreement between the parties; and
- (b) this Deed supersedes all oral and written communications by or on behalf of any of the parties.

17. **SEVERANCE**

If any part of this Deed is invalid or unenforceable, this Deed does not include it. The remainder of this Deed continues in full force.

18. **NO MERGER**

Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

19. **CONSENTS AND APPROVALS**

Where this Deed gives any party a right or power to consent or approve in relation to a matter under this Deed, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval. Notwithstanding this clause, the party who holds such rights, must not unreasonably withhold such consent or approval or impose any unreasonable conditions.

**EXECUTED AS A DEED.**

**EXECUTED** for and on behalf of **NARRANDERA SHIRE COUNCIL** in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Directors:

.....  
Signature of Mayor

.....  
Name of Mayor

**EXECUTED** for and on behalf of **NARRANDERA IMPERIAL FOOTBALL & NETBALL CLUB INCORPORATED** **ABN 48 817 377 396** by the Committee:

.....  
Signature of Committee Member

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Name of Committee Member

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Signature of General Manager

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Name of General Manager

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Signature of Committee Member

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Name of Committee Member