



MANAGEMENT AGREEMENT

Shire of Wongan-Ballidu

and

Wongan Hills Swimming Club Inc

**Commencing
1 November 2023**

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1.0 AGREEMENT

This document represents an informal 'Management Agreement' made BETWEEN THE **Shire of Wongan Ballidu** of Post Office Box 84, Wongan Hills, Western Australia, 6603 ("the Shire")

AND ("the **Organisation**") Wongan Hills Swimming Club Inc

Addressing the proportioned responsibility for the '**day-to-day management**' of the Premises and the **equipment** of the Shire (located at the premises) to the Organisation for a period, subject to the agreed terms contained in this Agreement.

2.0 INTERPRETATION

Definitions used in this Agreement:

"**Chief Executive Officer**" means the Chief Executive Officer for the Shire of Wongan Ballidu;

"**Equipment**" means the items of equipment listed in Schedule 10.3 and each of them;

"**Organisation**" means the community body who by this Agreement undertakes to manage the 'day-to-day' operation of Premises for the use by the whole community;

"**Premises**" means the land described in Schedule 10.1, together with all buildings and improvements thereon or hereafter erected thereon;

"**Shire**" includes its successors and the reversioner for the time being immediately expectant upon the term created by this Agreement;

"**Plan**" means any plan annexed to this Agreement;

"**Reserve**" means where the Premises or portion thereof are on a Reserve or portion of a Reserve with a 'Management Order' vested in the Shire, under and by virtue of legislation, for the Reserve; and

"**Schedules**" *The included Schedules form part of this Agreement.*

3.0 PREMISES USAGE

3.1 Permitted Use

By this Agreement the Organisation is permitted to;

- Use the Clubrooms to hold meetings, events, etc, organised by the Wongan Hills Swimming Club Inc.
- To utilise the swimming pools and surrounds during the Shire designated pool season and hours for the following purposes:
 - Swimming Club training Tuesday 5pm to 6 pm – 3 lanes only main pool during hours of normal pool operation
 - Swimming Club training Tuesday 5pm to 6 pm – medium size pool exclusive use (closed for public use) during normal pool operation
 - Swimming Club events alternate Friday nights from 6 pm to 8pm
 - Any time outside of the above hours requires the approval of the Shire
- Prior to use outside of normal operational hours, the Club must conduct a chlorine and pH test using the provided equipment. Results are to be recorded in the register provided and be available for the Shire to inspect at all times.
- The Club must provide the Shire with the names and a copy of certification of all first aid accredited people within the Club.

- The Club must provide the Shire with the names and a copy of Certification of all people with a Bronze Medallion within the Club.
- The Club is to ensure that only Swimming WA affiliated swimmers have use of the pool during times that are held outside of the normal operating hours of the pool.
- It is the responsibility of the Swim Club to remove pool blankets prior to use and put back on after use. Any damage is to be reported to the Shire.
- At least two (2) people with Bronze Medallion and Senior First Aid must be present at all times outside of pool opening hours.
- Dive blocks shall not be used at the shallow end of the swimming pool.

3.2 Not Permitted Use

The Organisation is not permitted to;

- Use the premises or to permit them to be used for any purpose whatsoever other than for the purposes and objects for which the 'Management Order' of the reserve was granted to the shire as specified in Schedule 10.2.
- Effect any structural alterations, improvements or additions to the premises without the express prior written consent of the Shire.
- Permit any person to exhibit or affix to or upon any part of the premises, any placard, poster, sign, board or other advertisement unless first obtaining the written approval of the Shire
- Sell or dispense alcohol from the premises without a current licence obtained and the prior written consent of the Chief Executive Officer and Director of Liquor Licensing and compliance with all terms and conditions imposed.
- Permit any person to live on the premises or use the premises as living accommodation
- To assign, mortgage, or part with management of the premises or any part thereof.
- Operate training or any organised event without the minimum two (2) persons who have Bronze Medallion and Senior First Aid outside of pool opening hours.
- Operate or use the swimming pools without, first conducting a chlorine and pH test.

Chlorine is required to have a reading of 2 or above.
pH is required to have a reading between 7.2 -7.7

- If the chlorine or pH differs from these readings the swimming pool is not to be used and the Swimming Pool Manager is to be notified immediately.

- Consume alcohol without the express permission in writing of the Chief Executive Officer.

4.0 SHIRE TERMS

Under the terms of this Agreement the Shire agrees to;

4.1 Quiet Enjoyment

Grant the Organisation the peaceable enjoyment of the Premises without unreasonable interruption by the Shire or authorised officer.

4.2 Building Insurance

Ensure all buildings and improvements, of an insurable nature, erected with the approval of the Shire on the Premises, under its 'Asset Register', against loss or damage by fire, storm, tempest, earthquake and any other normal insurable risks. The Shire will be responsible for any excess as a result of a claim on insurances.

4.3 Insurance of Equipment

Insure and keep insured all Shire owned Equipment that is set out in the schedule, as amended, as being on the 'Asset Register' of the Shire.

4.4 Maintenance Costs

- Maintain (including servicing), of exit lights, fire extinguishers and fire hoses.
- Responsible for Council, Sewer and Water Rates
- Cost of termite inspections
- Annual FESA Levy

4.5 Entry Fees

- All participating Swimming Club members are to hold season tickets or pay for entry to the swimming pool complex during normal pool operating hours.
- The Club is to ensure that there are no spectators or non-participating community members and/or children attending the swimming pool for activities listed under clause 3.1 that are held outside of the normal operating hours of the pool.

5.0 ORGANISATIONS TERMS

By the terms of this Agreement, the Organisation will undertake;

5.1 Public Liability

The Organisation is responsible for any 'Public Liability Claim' deriving from the use of the Premises and are therefore to insure and keep insured, with an insurance office approved by the Shire, a public risk policy for an amount of TWENTY MILLION DOLLARS (\$20,000,000).

The Organisation will deposit with the Shire, a renewed copy of the policy of insurance, within seven (7) days of the renewal and payment of premiums.

5.2 Indemnity

The Organisation will indemnify and keep indemnified the Shire against any claim, demand, action, suit or proceeding that may be made or brought by any person, volunteer employee, contractor, sub-contractor, against the Shire, any staff member of the Shire or any agent of the Shire in respect of personal injury to, or the death of, any person whom-so-ever or loss or damage to any property whatsoever arising out of, or as a consequence of, the activities of the Organisation under this Agreement, and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding;

5.3 Alterations and Additions

The Organisation will not erect or alter any building or structure, including internal alterations, on the Premises without prior written consent of the Shire.

Any consent granted for alterations and/or additions will be under the direct supervision and to the satisfaction of the Shire's building or engineering manager.

5.4 Insurance of Assets of the Organisation

Any assets / equipment of the Organisation kept at the premises that are not included in schedule 10.8 will not be insured by the Shire. It is recommended therefore the Organisation insure and keep insured the assets against loss or damage by fire, storm, tempest, earthquake and any other risks.

5.5 Water, Electricity, Gas and Telephone

The Organisation, to duly and punctually pay and discharge all charges and meter rents in respect of water, electricity, gas and telephone used, consumed or incurred on the Premises excluding rates; where there are separate and independent services to the clubroom facility that are not connected to the pool complex.

5.6 Cleaning

The Organisation will undertake to keep and maintain the Premises and all buildings, improvements and fixtures thereon orderly, clean, tidy and free from dirt, in good order and tenantable to the satisfaction of the Shire (fair wear and tear excepted) and for that purpose, to supply all cleaning equipment.

5.7 Maintenance and Repair of Clubrooms

The Organisation agrees to undertake building maintenance and structural repair tasks, including;

- Repair/replace defective light globes and fittings (eg. covers) including power points and switches, and faulty electrical wiring.
- Repair/replace defective electrical appliances and fixtures
- Repair/replace taps and washers, and damaged plumbing fixtures including hot water heaters, dishwashers etc) water supply or wastewater pipes.
- Repair/replace refrigeration units (including freezers and cool rooms),

- Repair/replace gas fixtures and fittings (including gas stoves)
- Replace worn window treatments and fitted floor coverings
- Repair/Replace door and window locks in consultation with the Shire
- Maintain the premises guttering and stormwater system, in a clean condition, free of organic litter,
- Maintain the internal painting of the Premises in good order to the satisfaction of the Shire.

5.8 Emergency Exits and Procedures

The Organisation is to ensure all users / hirers of the Premises are made aware of the location of fire fighting equipment, emergency exits and assembly areas and of the need to ensure these emergency facilities are not obstructed.

5.9 Pool Operation requirements during club organised events and programs

Must comply with provisions of the 'Code of Practice" for the Design, Construction, Operations, Management & Maintenance of Aquatic Facilities. (September 2008 as provided or later) Category 3.

6.0 NOTICES

Any notice between the parties to this Agreement, shall be sufficiently served if sent to it by post to the address hereinbefore mentioned or last known and shall be deemed to have been served on the day on which it would in the ordinary course of post reach the address to which it was sent.

7.0 FINANCIAL CONSIDERATION

There is nothing in this agreement that prevents the Organisation from seeking financial assistance from the Shire or making applications for grants, to assist with operating costs and improvements to the Premises.

Any proposed application for improvements to the Premises and for new or replacement of existing Equipment must first be approved in writing by the Shire.

The Organisation is advised that any **budget requests** to the Shire for financial assistance with the provision of improvements to the Premises and for new or replacement of existing Equipment should be **made prior to February each year**, for consideration inline with the Shire's budget.

8.0 TERMINATION OF AGREEMENT

Reflecting the nature of this Agreement, this agreement will expire on the date as provided for within the schedules.

If the organisation seeks to renew the term the organisation will give the Shire notice in writing not earlier than 6 months but no later than three months prior to the expiration of this agreement.

9.0 DISPUTES

Given the nature of this agreement, dispute or difference between the parties, shall be addressed through consultation between the parties.

10.0 SCHEDULES

Schedule 10.1 – Description of Premises

Schedule 10.2 – Purpose for which Premises are to be used

Schedule 10.3 – Term

Schedule 10.4 – Rent

Schedule 10.5 – Business Name

Schedule 10.6 – Public Risk Insurance

Schedule 10.7 – Address for Service

Schedule 10.8 – Equipment

SCHEDULES

10.1 – Description of Premises

Lot 100 Ninan Road Wongan Hills

Shire of Wongan Ballidu Swimming Pool; Clubrooms

10.2 – Purpose for which Premises to be used

Club Rooms and Pools for training and scheduled events

10.3 – Term

1 year

Date of Commencement – 1 November 2023

Date of Expiry – 31 October 2024

10.4 – Lease

Lease payable shall be \$1.00pa payable on demand by the Shire

10.5 – Business Name (Organisation)

Wongan Hills Swimming Club Inc

10.6 – Public Risk Insurance

Minimum \$20,000,000

10.7 – Address for Service

Shire of Wongan Ballidu

P.O. Box 84

Wongan Hills WA 6603

Phone 9671 2500

Email shire@wongan.wa.gov.au

Wongan Hills Swimming Club Inc

P.O. Box 130

Wongan Hills WA 6603

10.8 – Equipment

NIL

11.0 EXECUTION

The Signatures of the Shire of Wongan-Ballidu's President and Chief Executive Officer were hereunto affixed by authority of a resolution of the Council:

.....
Shire President
Cr Mandy Stephenson

.....
Acting Chief Executive Officer
Mr Samuel Dolzadelli

The Signatures of the Organisation's office bearers were hereunto affixed pursuant to a resolution of the Committee:

.....
President (Organisation)

.....
Name of President (print)

.....
Secretary (Organisation)

.....
Name of Secretary (print)