



**Chief Executive Officer Attachments
ORDINARY MEETING OF COUNCIL
Wednesday 19 June 2019**

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9.4.1	Lease Extension: Chittering Tourist Association Inc. <u>Attachments</u> 1. Chittering Tourist Association Lease Agreement (expired)	1 – 3
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LEASE EXTENSION

Shire of Chittering
(Lessor)

And

Chittering Tourist Association Inc.
(Lessee)

This Lease Extension is made between the **Shire of Chittering** (Lessor) of 6177 Great Northern Highway, Bindoon and the **Chittering Tourist Association Inc** (Lessee) of 6180 Great Northern Highway, Bindoon for the buildings associated with part Lot 2 Great Northern Highway, Bindoon.

FOR

The buildings associated with part Lot 2 Great Northern Highway, Bindoon.

USED AS

The Visitor Centre and Post Office

TERM

Term is from 30 November 2018 until 31 May 2019.

RENT

The Chittering Tourist Association Inc is to pay \$1.00 on the signing of this lease to the Shire of Chittering.

LESSEES COVENANTS

1. To repair and maintain all fixtures, fittings, plant, equipment and floor coverings and to paint the interior of the building at no cost to the Lessor.
2. Not to make any structural alterations to the property without written approval from the Lessor.
3. Not to assign this Lease to any third party without the written consent of the Lessor.
4. Not to incur costs of any nature to the Lessor without first obtaining written approval and to pay the cost of power.
5. To pay risk insurances and to keep the Lessor free of risk in relation to the use of the premises.

LESSORS COVENANTS

1. Allow the Lessee to peaceably occupy the property without disturbance for the term.
2. To pay all rates and taxes and service charges on behalf of the Lessee.
3. To pay for any material used by the Lessee in the maintenance of the premises provided approval first obtained from the Lessor's Chief Executive Officer or his/her representative.

MUTUAL COVENANTS

Each of the parties agrees to the co-operative pursuit of:

1. Production of good quality brochures
2. Support for local events
3. Upgrading local websites
4. Co-operation in seeking grant funding
5. Development of forward planning initiatives for the promotion of tourism in the Shire of Chittering.

EXECUTED by the parties as a deed.

The **COMMON SEAL** of the Shire of Chittering was }
 affixed in the presence of }



Cr Gordon Houston, President }



Neil Hartley, Acting Chief Executive Officer }



The **COMMON SEAL** of the Chittering Tourist }
 Association Inc was State Board Council previously }



Colleen Osborn, President }



Heather Salter, Vice President }

Self-Supporting Loan Agreement

Shire of Chittering

Immaculate Heart College Limited



McLEODS

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Details

Parties

Shire of Chittering

of PO Box 70, Bindoon, Western Australia
(Shire)

Immaculate Heart College Limited

ABN 70 147 801 590
care of PO Box 8, Bullsbrook, Western Australia
(Debtor)

Background

- A At the request of the Debtor, the Shire has agreed to borrow the Principal from the Treasury Corporation (**Treasury Loan**).
- B The Debtor has agreed to meet all of the Shire's costs in repaying the Treasury Loan.
- C This Agreement sets out the terms of the agreement between the Shire and the Debtor in regard to the Treasury Loan and its repayment.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Agreement, unless the contrary intention appears:-

Agreement means this deed as supplemented, amended or varied from time to time;

Business Day means a day on which trading banks are open for general banking business in Perth;

Commencement Date means the date the Facility becomes available for use as a recreational facility;

Date of Advance means the date specified in **Item 1** of the Schedule;

Event of Default means those events specified in **clause 9**;

Facility means the Lower Chittering Sport and Recreation Facility;

Instalments means the instalment as specified in **Item 5** of the Schedule;

Interest means interest accrued on the Loan at the Interest Rate;

Interest Rate means the rate set out in **Item 4** of the Schedule;

Land means the land specified in **Item 6** of the Schedule;

Loan means the loan of the Principal to the Debtor granted pursuant to **clause 2** of this Agreement;

Month means a calendar month;

Operating Costs means the operating and maintenance costs for the Facility specified in clause 7.3 and Item 9 of the Schedule;

Payment Date means a date for the payment by the Debtor to the Shire of an Instalment specified in **Item 5** of the Schedule;

Period of Loan means the period of the loan set out in **Item 3** of the Schedule;

Permitted Purpose means the purpose stated in **Item 7** of the Schedule;

Principal means the amount to be advanced as set out in **Item 2** of the Schedule;

Schedule means the schedule attached to this Agreement;

Treasury Corporation means the Western Australian Treasury Corporation;

Treasury Loan means the loan agreement to be entered into between the Shire, as borrower, and the Western Australian Treasury Corporation, as lender for the Principal to be annexed hereto as **Annexure 1** once executed; and

Use Rights means the rights specified in **Item 8** of the Schedule.

1.2 Interpretation

- (1) In this Agreement, unless the context otherwise requires:
 - (a) part, clause and paragraph headings and underlinings or both shall not affect the construction of this agreement, and references to parts, clauses, paragraphs and schedule are to be construed as references to the same in this Agreement;
 - (b) a reference to an Act of Parliament shall include any regulations rules, by-laws and orders made under the Act, and shall include any amendment re-enactment variation or extension thereof or statutory provision substituted therefore;
 - (c) references to any agreement, document or instrument shall be deemed to include references to the agreement, document or instrument as amended, varied, supplemented or replaced from time to time;
 - (d) words and expressions importing the singular number include the plural number and vice versa, words and expressions importing natural persons include any company, corporation or other body corporate, partnership, joint venture, association trust unincorporated association or any government, government authority, agency or instrumentality of whatsoever nature or kind and howsoever named or called and vice versa; and
 - (e) where anything is required to be done by a certain day or date which does not fall on a Business Day that thing is required to be done by the next Business Day immediately following the day or date by which the thing is otherwise required to be done by.
- (2) In this Agreement, reference to the Shire and the Debtor shall be deemed to be references to or include, as appropriate their respective successors, transferees and assigns.

2. Condition Precedent

The Parties agree that this Agreement is conditional upon the Shire:

- (a) complying with section 3.59 of the *Local Government Act 1995* prior to entering into any agreement constituting a major land transaction for development of the Facility;
- (b) locating a satisfactory water source for use in the operation of the Facility; and
- (c) otherwise determining in its sole discretion to proceed with the project to construct the Facility on the Land.

3. Agreement to Raise Loan

The Shire covenants and agrees to:

- (a) enter into the Treasury Loan; and
- (b) lend the Principal to the Debtor on the Date of Advance,

upon and subject to the terms and conditions of this Agreement.

4. Construction of Agreement

The Parties agree that this Agreement is a loan agreement and the relationship between the Shire and the Debtor is one of creditor and debtor.

5. Application of Principal

The Debtor and the Shire agree that the Principal is to be used solely for the Permitted Purpose.

6. Repayment of Loan

The Debtor agrees with the Shire to:

- (a) pay to the Shire the Principal and Interest, by way of the Instalments and without the Shire issuing any notices in regard to such amounts;
- (b) comply with all of the terms and conditions of the Treasury Loan as if it was the borrower and the Shire was the lender named within the document;
- (c) pay to the Shire any amount charged to the Shire by the Treasury Corporation as a penalty which is charged as a result of an act or omission of the Debtor, including but not limited to a penalty for early repayment of the Principal, or a penalty for late payment of a payment due under the Schedule;
- (d) without affecting the Shire's right to take any other action permitted by this Loan Agreement, if any of the Instalments specified in **Item 5** of the Schedule are not paid by the due dates described in **Item 5**, the Debtor shall pay to the Shire:
 - (i) where late payment does not generate an overdraft with the Shire's bank, interest calculated daily on the amount due at the '90 day Bank Bill Swap Rate' plus two percent (2%), and
 - (ii) where late payment does generate an overdraft with the Shire's bank and the incurring of overdraft penalties and fees, interest as calculated above plus the amount of any overdraft penalties and fees incurred by the Shire that are directly relevant to late payment of the amount due;
- (e) furnish to the Shire at least once each calendar year during the Period of Loan a financial report (required to be audited annually) sufficient to keep the Shire fully informed with regard to the Debtor's overall financial condition;
- (f) notify the Shire in writing immediately on becoming aware of the occurrence of an Event of Default; and
- (g) inform the Shire in writing immediately on becoming aware of circumstances or any matter which has resulted in or would be likely to result in a material adverse

change in the financial condition of the Debtor, and/or which might affect the Debtor's capacity to meet any payment of an Instalment on a Payment Date.

7. Additional Repayments & Early Discharge of Loan

The Debtor may only make additional capital repayments, including the early retirement of the debt, if:

- (a) the Treasury Corporation consents to the additional capital repayment or repayments, as required by the terms and conditions of the Treasury Loan; and
- (b) the Debtor is responsible for any costs or penalties incurred by the Shire from the Treasury Corporation in respect of the early discharge or additional capital repayments.

8. Use Rights and Operating Costs

8.1 Use Rights

On and from the Commencement Date, the Shire must grant the Use Rights to the Debtor.

8.2 Operating Costs

The Debtor must make an annual contribution to the Operating Costs of the Facility. The Operating Costs contribution is to be calculated on the basis of the formula set out in **Item 9** of the Schedule and will be payable within 30 days of receipt from the Shire of the audited statement of the operating costs for the preceding financial year together with the calculation of the Debtor's contribution. The Shire may charge any interest set out in its annual budget under section 6.1(3) of the *Local Government Act 1995*, in accordance with that section, on any outstanding payment of the contribution.

8.3 Review of Use Rights and Operating Costs

- (1) The Shire agrees to undertake a review of the Use Rights and operating costs provisions in consultation with the Debtor on an annual basis from the second anniversary of the Commencement Date, and (if the Shire deems it necessary) consider mechanisms to reduce the annual operating costs for the Facility and potential 'in-kind' contributions by the Debtor.
- (2) Any variation to the terms of the Use Rights and Operating Costs provisions under this Agreement will require the written and signed agreement of the parties.

9. Events of Default

There shall be an Event of Default if:-

- (a) the Debtor fails to make payment of an Instalment on the relevant Payment Dates and fails to rectify that default within 14 days of the Payment Date;
- (b) the Debtor is in breach of any of its covenants, agreements and obligations set out or implied in this Agreement and fails to rectify that breach within 14 days after receiving notice to rectify the breach from the Shire;

- (c) a receiver or receiver manager is appointed in respect of any part of the property of the Debtor, or the Debtor falls under any external control;
- (d) the Debtor enters into any scheme or arrangement with its creditors;
- (e) any judgement on a debt is given or entered against the Debtor and the Debtor is unable to reasonably satisfy the Shire that the Debtor can satisfy the judgment debt;
- (f) the Debtor ceases to be incorporated under the *Corporations Act 2001* (Cth) as a company limited by a guarantee; or
- (g) the Treasury Loan is terminated, for any reason whatsoever,

then and in any of those cases, the provisions of **clause 10** will become operative.

10. Default Powers

10.1 Remedies

The Principal (or so much as shall be then owing) together with all Interest accrued (and any penalties or charges for payment) shall become immediately due and payable and be paid by the Debtor to the Shire, and the Shire may exercise its powers under this clause.

10.2 Shire may cancel Use Rights

The Shire may withdraw the Use Rights and only permit the Debtor to use the Facility under the standard terms and conditions available to the general community. With the exception of any amount owing, or having accrued at the date of any such cancellation, the Debtor's obligations under **clause 8.2** will cease on that date.

10. Preservation of rights of Shire

To the extent permitted by law, neither the liabilities of the Debtor nor the rights of the Shire are affected by anything which might otherwise affect those rights or liabilities at law or in equity including, without limitation, one or more of the following (whether occurring with or without the consent of the Debtor or Shire):

- (a) the Shire granting time or other indulgence or compounding or compromising with, or wholly or partially releasing the Debtor in any way;
- (b) laches, acquiescence, delay, acts, omissions or mistakes on the part of the Shire or another person;
- (c) any variation of a right of the Shire, or material alteration of a document, in respect of the Debtor;
- (d) a judgement against the Debtor; or
- (e) the acceptance of repudiation or other termination.

11. No Merge

The rights of the Shire to repayment of the Principal and Interest arising in any way (including without limitation, under a negotiable instrument or another contract with the

Debtor) does not merge with the Debtor's undertaking to pay the Principal and Interest under this Agreement.

12. No Assignment

The Debtor is not entitled to assign any of its rights or obligations under this Agreement without the written consent of the Shire, which may be withheld in its absolute discretion.

13. Notices

All notices, requests, demands, waivers, consents, appointments or other communications in connection with this Agreement are to be addressed to the recipient and sent to the address of the recipient or to any other address that a party may designate as its address by notice to the other party, notwithstanding this provision the Debtor is obliged to notify a change of address to the Shire.

14. Fees Costs and Expenses

The Debtor agrees to pay:

- (a) all costs associated with the raising of the Treasury Loan;
- (b) all legal charges and other expenses incurred by the Shire in connection with the preparation, execution, registration and implementation of, or any amendments to, this Agreement and any duty that may be payable in regard to it;
- (c) all moneys which the Shire may expend or become liable for:
 - (i) in demanding, recovering and receiving payment of any sums of money due to the Shire under this Agreement;
 - (ii) in executing or in exercising or attempting to exercise any right or remedy of the Shire under this Agreement; or
 - (iii) arising out of any default of the Debtor to perform or observe any obligation under this Agreement,

upon demand for such fee, costs or expense being made by the Shire to the Debtor in writing.

15. Severability

Any provision in this Agreement which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

16. Credit Act

Nothing conferred or implied in this Agreement will be deemed to secure payment of any moneys or the performance of the Debtor under or in respect of any "regulated contract" or "regulated Agreement" as defined in the *Credit Act* 1984.

17. Exclusion of Moratorium Legislation

The provisions of any Act or any proclamation of the Commonwealth of Australia or of the State of Western Australia which:

- (a) extend or postpone the date of payment of moneys owing under mortgages or charges; or
- (b) reduce the rate of interest; or
- (c) generally abrogate, nullify, postpone or otherwise affects any other conditions of securities,

will not apply to any term or condition contained or implied in this Agreement or any other right of the Shire in relation to the Principal.

Schedule

Item 1 Date of Advance

15 June 2020.

Item 2 Principal

(a) **Principal:**

One million six hundred and twenty five thousand dollars (\$1,625,000.00).

(b) **Drawdown:**

The Principal is to be drawn down on the dates and in the amounts set out below –

15 June 2020	\$625,000
15 December 2020	\$500,000
15 March 2021	\$500,000

Item 3 Period of Loan

Twenty (20) years commencing on the Date of Advance.

Item 4 Interest Rate

The Interest Rate specified in the Treasury Loan.

Item 5 Instalments

The Instalments shall comprise repayment of the Principal and Interest on the dates and in the amounts specified in the Treasury Loan repayment schedule.

The Debtor will pay to the Shire the instalments 7 days in advance of each date in the Treasury Loan repayment schedule, and the Shire will pay the Treasury Corporation in accordance with that schedule.

Item 6 Land

Lot 100 on Deposited Plan 415682 being the whole of the land in Crown Land Title Volume LR3170 Folio 325.

Item 7 Permitted Purpose

The construction of the Facility on the Land.

Item 8 Use Rights

8.1 Definitions

The following definitions apply for the purpose of this Item 8 -

Authorised Users means:

- (a) an agent, employee, contractor or invitee of the Debtor; and
- (b) any person visiting the Facility with the express or implied consent or authority of any person mentioned in paragraph (a) (which for the avoidance of doubt includes any pupil of the Debtor using the Facility for a School Activity or School Event or at the direction of the Debtor or its Authorised Users);

Function Centre means the function centre within the Facility;

Indoor Courts means the indoor basketball courts within the Facility;

Playing Fields means the rugby/hockey field and football oval within the Facility;

School Activities means sporting and recreation activities for pupils at Immaculate Heart College;

School Day means between 8:30am – 3:30pm each day that pupils attend Immaculate Heart College during the School Year;

School Events means award nights, graduation ceremonies, concerts and theatre arts productions held by Immaculate Heart College; and

School Year means the period in the academic year in which pupils are scheduled to attend school at Immaculate Heart College.

8.2 Minister for Lands Consent

The grant of Use Rights under this Agreement is subject to and conditional on the prior approval of the Minister for Lands under the *Land Administration Act 1997*. A copy of the Minister for Lands consent is annexed hereto as **Annexure 2**.

8.3 Use Rights

The Shire, subject to the terms and conditions outlined in this Item 8 and in consideration of the Debtor's Covenants under this Agreement, grants to the Debtor the use rights provided under this Item 8.3.

8.3.1 Right to use Indoor Courts and Playing Fields

The Debtor will have the following rights to use the Indoor Courts and Playing Fields at the Facility for School Activities without charge –

- (1) right to use 50% of the active floor space of the Indoor Courts (for example use of one of the two indoor basketball ball court areas) each School Day;

- (2) if the remaining 50% of the active floor space of the Indoor Courts have not been booked by any other party, the Debtor may also use this space during each School Day;
- (3) right to use the Playing Fields each School Day for playing time equivalent to at least 4 School Days per week; and
- (4) if at any other time during the week the Playing Fields have not been booked by any other party, the Debtor may use the Playing Fields during each School Day.

8.3.3 Use of Function Centre

Where the Function Centre has not been booked by another party or reserved for use by the Shire, the Debtor may book and use the Function Centre for School Activities during a School Day.

8.3.4 Storage Space

- (1) Subject to Item 8.3.4(2), the Shire will permit the Debtor to use a storage area within the Facility (as allocated by the Shire) for the storage of the Debtor's educational equipment.
- (2) The Debtor must not itself or permit a person to store any dangerous compound or substance on or within the Storage Space or the Facility, otherwise than in accordance with the following provisions:
 - (a) any such storage must comply with all relevant statutory provisions and this Agreement;
 - (b) all applications for the approval or renewal of any licence necessary for such storage must be first approved by the Shire;
 - (c) the Shire may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance within the Storage Area or on the Facility; and
 - (d) upon the request of the Shire, the Debtor will provide a manifest of all dangerous compounds or substances stored within the Storage Area or Facility.

8.4 Priority Booking Arrangement

- (1) Subject to Item 8.4(2), the Shire agrees to provide the Debtor with priority preferential booking access for up to 10 evening School Events at the Facility in each School Year.
- (2) The parties agree that the following terms and conditions shall apply to the priority preferential booking access –
 - (a) all bookings must be made by the Debtor in advance, by 15 January for the following school year;

- (b) the Debtor must use its best endeavours to request booking dates as soon as it identifies the dates required for School Events; and
- (c) if the Debtor requires any additional booking/s in excess of the 10 evening School Events permitted under Item 8.4(1), the Debtor must obtain written approval from the CEO of the Shire. The CEO may reasonably withhold approval if another party has a prior booking for the booking date requested.

8.5 Terms and Conditions

The following terms and conditions will apply to the Use Rights provided under Item 8 -

- (1) except where otherwise provided in Item 8 –
 - (a) the rights to use the Facility will be in conjunction with other users of the Facility and will be subject to the Facility’s booking terms and conditions and any other conditions of use or entry; and
 - (b) when hiring or booking other facilities within the Facility:
 - (i) no priority access will be provided;
 - (ii) no guarantee shall be provided as to the availability of these areas for hire; and
 - (iii) all bookings shall be subject to the standard casual facility hire booking process and conditions for the booking of amenities and facilities within the Facility;
- (2) the Debtor must on each occasion and after each use, leave every part of the Facility in good condition, free from any waste, rubbish, dirt, disrepair or damage and where the Debtor defaults in complying with this clause, will pay to the Shire upon demand, any and all reasonable costs incurred by the Shire in cleaning and restoring the Facility to condition those areas were in at the beginning of the period of use, to the Shire’s satisfaction;
- (3) the Debtor shall be responsible for any damage caused to the Facility and any fixtures and fittings located within the Facility, when such damage is caused by the Debtor or its Authorised Users or related to the Debtor’s use of the Facilities. To assist in the determination of the responsibility and/or cause of damage, the Shire will conduct an inspection of the Facility every Friday afternoon and Monday morning during the School Year and prepare a report for the parties; and
- (5) in the event of default of the Agreement by the Debtor, the Shire may exercise its powers under clause 10.2 of the Agreement to withdraw the Use Rights. If the Shire exercises its powers under clause 10.2, the Debtor will not be entitled to any form of compensation for loss or damage as a result of the Shire’s withdrawal of the Use Rights.

8.6 Indemnity and Release

- (1) The Debtor will use the Facility at its own risk and releases to the full extent permitted by law, the Shire and the Minister for Lands from:
 - (a) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Facility or arising from the Debtor's use of or access to the Facility; and
 - (b) loss of or damage to the Facility or personal property of the Debtor or any of its Authorised Users.
- (2) The Debtor agrees to indemnify the Shire and the Minister for Lands from and against all claims, demands, writs, actions and suits of any kind which may be brought or made against the Shire or the Minister for Lands as a result of the Debtor's use of or access to the Facility.
- (3) The Debtor agrees that the Shire will not be responsible for, or liable in any way in regard to, any property of the Debtor, or its Authorised Users, that might be brought onto the Facility as a result of the Debtor or Authorised Users' use of the Facility.
- (4) The indemnity and release by the Debtor continues after the expiration or earlier determination of this Agreement in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Agreement.

8.7 Insurance

- (1) The Debtor agrees with the Shire to effect and maintain:
 - (a) with reputable insurers, noting the Shire's rights and interests in the Facility, adequate public liability insurance for a sum of not less than \$20,000,000.00, in respect of any one claim or such greater amount as the Shire may from time to time reasonably require, so as to insure the Shire against all claims which may be made against the Shire by any person arising out of any defect in or use of the Facilities by the Debtor;
 - (b) a policy of employer's indemnity insurance including workers' compensation and volunteers insurance in respect of all persons employed by the Debtor who are in, on or about the Facility; and
 - (c) a policy of insurance in respect of any fittings or equipment or property of the Debtor kept in or used within the Storage Areas or the Facility.
- (2) In respect of the insurances required by Item 8.7(1) the Debtor must:
 - (a) on demand supply to the Shire details of the insurances and give to the Shire copies of the certificates of currency in relation to those insurances;

- (b) promptly pay all premiums and produce to the Shire each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Shire immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.
- (3) The Debtor must not do or omit to do any act or thing or bring or keep anything on the Facility which might:
 - (a) render any insurance effected under clause 8.7 on the Facility, or any adjoining area, void or voidable; and
 - (b) cause the rate of a premium to be increased for the Facility or any adjoining area.
- (4) The Debtor must report to the Shire in writing and in an emergency verbally:
 - (a) any damage to the Facility of which it might be aware; and
 - (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Facility or to any person who is lawfully using or may lawfully use the Facility.
- (5) The Debtor agrees with the Shire that it shall be responsible to pay any excess payable in connection with the insurances referred to in Item 8.7.
- (6) The Debtor acknowledges that it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Shire does not take any responsibility for the loss or damage of the Debtor's property.

8.8 No Assignment of Use Rights without consent

The Debtor must not assign any rights under this Agreement, without the prior written consent of the Shire, the Minister for Lands and any other persons whose consent is required under the terms of this Agreement or at law.

Item 9 Operating cost calculation

9.1 Definitions

The following definitions apply for the purpose of this Item 9 –

Annual Operating Cost means the annual operating and maintenance costs of the Facility incurred by the Shire for each financial year; as evidenced by the audited statement of operating costs;

Authorised Users means:

- (a) an agent, employee, contractor or invitee of the Debtor; and

- (b) any person visiting the Facility with the express or implied consent or authority of any person mentioned in paragraph (a);

Debtor's Proportion of Use means the Debtor's proportion of use each year (expressed as a percentage) and the corresponding liability of the Debtor in relation to the financial obligations under this Agreement, as calculated in accordance with Items 9.2 and 9.3;

Fixed Annual Operating Cost means a fixed 25% of the Annual Operating Cost for the Facility incurred for the preceding financial year; and

Variable Annual Operating Cost means the Debtor's share of the Annual Operating Cost for the Facility calculated in accordance with the Debtor's Proportion of Use of the Facility during the preceding financial year and capped at a maximum of 25% of the Annual Operating Cost.

9.2

Debtor's contribution for Annual Operating Costs

- (1) The Debtor must contribute and bear up to 50% of the Annual Operating Cost for the Facility, in the manner set out below -
- (a) the Debtor will pay to the Shire the Fixed Annual Operating Cost; and
 - (b) the Debtor will pay to the Shire its share of the Variable Annual Operating Cost,
- in accordance with clause 7.2 of the Agreement.
- (2) The parties agree that the Debtor's contribution to the Annual Operating Cost for the Facility will be capped at a maximum of \$100,000.00 until the second anniversary of the Commencement Date.

9.3

Calculation of the Debtor's Proportion of Use of the Facility

The Debtor's Proportion of Use for each financial year during the term of the Agreement shall be calculated as follows –

No. of hours of use by the Debtor or its Authorised Users for the year
Total hours of use available for the Facility in that year.

Signing page

EXECUTED

day of

2020

THE COMMON SEAL of the **SHIRE OF CHITTERING** was hereunto affixed in the presence of -

Chief Executive Officer

(Print full name)

President

(Print full name)

THE COMMON SEAL of **IMMACULATE HEART COLLEGE LIMITED** (the **Debtor**) was hereunto affixed in accordance with clause 19 of its Constitution in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the company indicated under his or her name:

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 -Treasury Loan

Annexure 2 – Minister’s Consent

Muceha Hall User Group - Changeroom Survey

Club Name	Junior No's	Senior No's	Participants							Fixtured games							Fixturing	Season commencement	Projected Club No's		
			Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun			2020	2021	2022
Muceha Senior Cricket	N/A	45	5	25	5	25	5	15	-	-	-	-	-	-	24	24	Saturday 12.30pm - 6pm Sunday 12:30pm - 6pm depending on home games and finals upto 3 games on Friday nights	01/09/2019 - 31/03/2020	50	55	65
Chittering Junior Football Club	210	N/A	100	200	150	60	-	-	-	-	-	-	-	300	200	420	Sunday games up to 5 fixtured games Saturday 8am - 10am - Blasters programs 8am - 12pm Junior boys requiring use of Lower Chittering Oval for some fixtures Sunday 8am - 12pm Junior Boys 12pm - 6pm Junior Girls Occasional Friday night games - more likely in future season	April 2019 - September 2019	260	280	300
Chittering Junior Cricket	70	N/A	40	-	40	-	-	-	-	-	-	-	-	20	80	60		1/10/2019 - 31/03/2020	90	110	130

What Club based management processes have the club undertaken to address access to changerooms for each of the teams requiring use:

Muceha Senior Cricket Club	Changerooms have been under utilised due to their poor condition, lack of privacy and being well below guidance note 03 ClubRooms and Change Facilities for Community Cricket Facilities Sep 2015. The toilet cubicles have been used as private chaging facilities and there is no facility to accommdate incoiding teams during the change over between back to back fixtures.
Chittering Junior Football Club	When one team is using a chageroom and another team arrives for the next game, the arriving team must keeptheir gear in one corner of the room and must not be n the room at the same time as the first team hen needed between quarters and the end of the game. Therefore lots f juggling is required. The Girls currently arrive in their game day uniform and leave in game day uniform, as there is now where to change.
Chittering Junior Cricket Club	Changerooms have been under utilised due to their poor condition, lack of privacy and being well below guidance note 03 ClubRooms and Change Facilities for Community Cricket Facilities Sep 2015. The toilet cubicles have been used as private chaging facilities and there is no facility to accommdate incoiding teams during the change over between back to back fixtures.

What Club based factors have led to the need for increased changerooms

Muceha Senior Cricket Club	Our club has grown from 14 - 45 member sin 2 years. More teams will be created in this coming or future seasons as therefore applying more pressure to current facilities withmore local matches being played
Chittering Junior Football Club	Its always been a problem. We have always had to deal withdisgruntled team management each week
Chittering Junior Cricket Club	Our club has grwon from 0 - 70 members in the past 2 years. The introduction of girls teams this past season ahs lightied the lack of appropriate chaging facilities. More teams will becreated in this coming and future season as our clubs current membership ages into match based competition, therfore applying more prssure to the current facilliteis withmor elocal matches being played.

What external factors have led to the need for increased changerooms. (Please indicate when you where first made aware of these factors and what suport has been provided by your State Association to address any of these factors

Muceha Senior Cricket Club	WACA staff members attended the last MHUG meting and are wanting to attend the meetign with CSRFF next week. This past season has seen an increase from 1 team (2017/18) to 5 teams (2018/219) with team numbers expected to continue to increase in future seasons as our current membership ages into competitive team based competition. This, the increasing popularity of female cricket and the projected increasing population due to the completion of NORthlink will increase our needs in the immediate upcoming season and in seasons beyond.
Chittering Junior Football Club	Population and the increas in participation and interest in feamle football. Also with the increas of participation in grils cricket, the Muceha Hall Userg Group realised there was a deperate need for further changerooms. It was bought to our attention that our football girls have no privacy to change and not suitable chagning conditions iwth regard to their being windows onthe current changerooms (and only one toilet!) The Chittering Junior Football Club has not made contact with our State Association at this stage as we have only just got our first girls team up and running.
Chittering Junior Cricket Club	WACA staff members attended the last MHUG meting and are wanting to attend the meetign with CSRFF next week. This past season has seen an increase from 1 team (2017/18) to 5 teams (2018/219) with team numbers expected to continue to increase in future seasons as our current membership ages into competitive team based competition. This, the increasing popularity of female cricket and the projected increasing population due to the completion of NORthlink will increase our needs in the immediate upcoming season and in seasons beyond.