

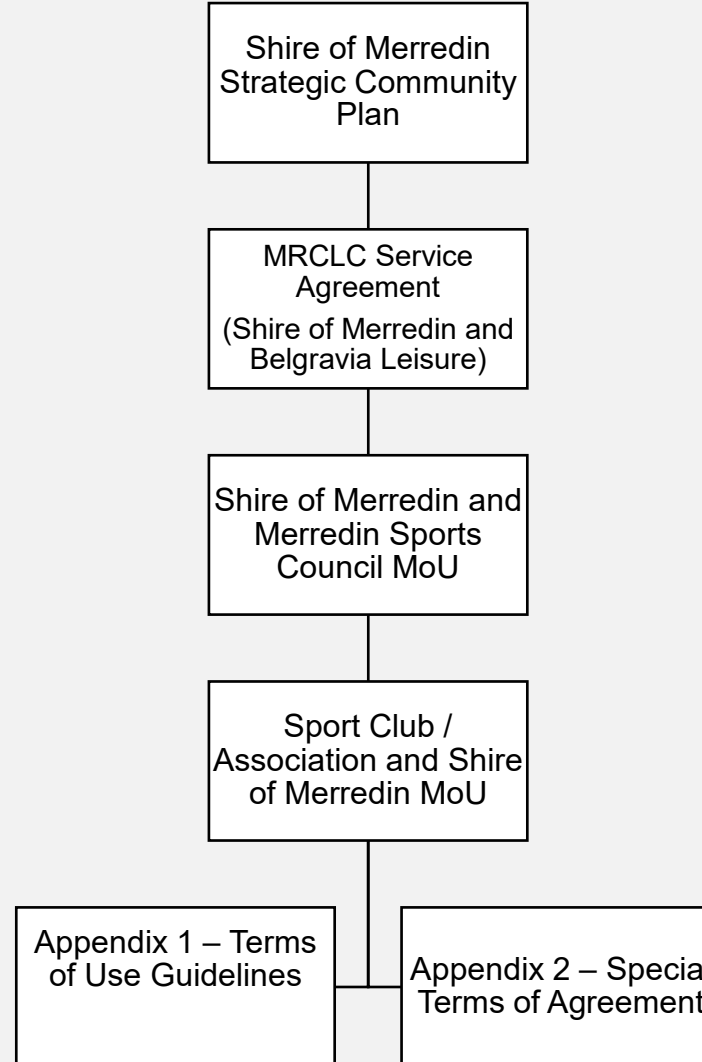
A photograph of the Merredin Regional Community and Leisure Centre building. The building features a dark blue upper section and a light beige lower section. The name 'Merredin Regional Community and Leisure Centre' is written in white, serif font on the dark blue section. The sky is overcast and grey.

*Merredin Regional Community  
and Leisure Centre*

# **MERREDIN CLUBS/ASSOCIATIONS**

## **SUMMARY OF MRCLC MoUs**

# DOCUMENT HIERARCHY



# CURRENT CHALLENGES



Merredin Regional Community  
and Leisure Centre

## Roles & Responsibilities

Lack of clarity across the roles and responsibilities of all parties (Shire of Merredin, Belgravia Leisure, Merredin Sports Council, Sports Clubs/Associations)

## Communication

Lines of communication for requests, complaints, enquiries, etc e.g. the Shire or Belgravia or both

## User Groups

Annual fee structure and return of service issues

## Agreement

No formal (written) agreement between the Shire and Sports Clubs/Associations on the terms of use for the facilities at the MRCLC.

## Changing Context

The needs of Sports Clubs/Associations have evolved over time and the terms of use originally agreed to, do not reflect the new context for user groups.



## Implement

Parties agree to the terms and abide by the MoU. Education of all parties around roles and responsibilities



## Formalise

Develop a Memorandum of Understanding (MoU) to clearly outline roles, responsibilities and expectations of all parties.



## Discuss

Open dialogue with the Shire of Merredin to clarify expectations of user groups.



# Key Points - Shire of Merredin and Clubs/Associations MoU

## Objectives

- 1) Clarify responsibilities for the use and maintenance of the facilities
- 2) Provide fair and equitable arrangements for the use of the sports facilities, at the MRCLC
- 3) Maximize the use of facilities and services at the MRCLC
- 4) Help to build participation, membership and engagement in sport, recreation, leisure and community life at the MRCLC
- 5) Consistency across clubs/associations

## Terms

- 1) Upon signing and payment of agreed fees, sports clubs/associations are entitled to use the MRCLC facilities
- 2) The MoU will be reviewed every two years
- 3) Either party can terminate the MoU by giving the other 30 days notice and it can be extended by agreement
- 4) The MOU is to be read in conjunction with the Terms of Use Guidelines and Special Terms of Agreement
- 5) The MoU is not a legally binding document

## Responsibilities

The Shire of Merredin will:

- Manage the MRCLC (currently through a third-party contract) and ensure a high level of service for all users
- Maintain and renew infrastructure and equipment as required

The Sports Clubs will:

- Aide by the Terms of Use Guidelines and take care in the use of the MRCLC facilities
- Insurances as necessary
- Set up and pack down
- Promote patronage of the MRCLC
- Abide by Shire and MRCLC policies
- Maintain membership with the Merredin Sports Council

# Key Points of the MoU

## Communication

- The Shire of Merredin nominates the MRCLC Manager as its Principal Contact Person
- The President of each Sporting Club will be the Principal Contact Person for that Sporting Club
- Neither Party shall enter into formal communication on any matter contained within the MoU with any person other than the Principal Contact Person
- The Sporting Club is responsible for recording all communication between the Club and MRCLC

## Joint Undertakings

- Work together to nurture a sense of place for sport, recreation and community user groups at the MRCLC
- Enable and promote the maximum use of the MRCLC by sport, recreation and community user groups
- Take care in using the facilities and work together to facilitate a safe, welcoming and friendly atmosphere
- Communicate openly in all matters in a forward planning, timely manner and as often as the need arises
- Not withhold information that is relevant to the efficient management of the MRCLC or operation of the MoU

## Dispute Resolution

The Parties agree to adhere to the terms of the MoU to the best of their ability. Should a dispute arise, the following process will be adhered to:

**Step 1:** Written communication between the MRCLC Manager and the Sporting Club President.

**Step 2:** Shire of Merredin Deputy CEO to act as a mediator if the dispute cannot be resolved through Step 1.

**Final Arbiter:** The Shire of Merredin will act as the final arbiter in any dispute.