



MEMORANDUM OF UNDERSTANDING BETWEEN

THE SHIRE OF MERREDIN

AND

(Insert sporting club/association name here)

FOR

The use of the Merredin Regional Community and Leisure Centre (MRCLC)

Date of Commencement:

MoU End Date:

This Memorandum of Understanding (MoU) is entered into by the above-named Parties as a record of the relationship that will apply to the use and enjoyment of the Merredin Regional Community and Leisure Centre (MRCLC). The MRCLC includes the entire Recreation Precinct; indoor and outdoor courts, oval, bowling green, turf, change rooms, kitchen, storage rooms, meeting room, function room and golf course.

Parties to the MoU

The **Shire of Merredin** is a local government entity formed under the Local Government Act 1995.

The **(insert sporting club/association name here)** is a sporting organisation formed under the Associations Incorporation Act 2015 for the specific purpose of promoting and playing the **(insert sport played here)**.

Background

The Merredin Regional Community and Leisure Centre (MRCLC) is a well-equipped community and leisure centre with programs and activities catering to a wide range of interests, ages, and fitness levels. Facilities at the MRCLC include:

- Early years indoor playground
- Indoor heated Hydro-Therapy pool
- Reception area
- Kitchen
- Function/Club room with bar
- Meeting room
- 2 synthetic bowling greens
- A multi-function indoor sports stadium

- Outdoor sports courts and ovals (outdoor courts, oval, bowling green, turf, golf course)
- Storage rooms

The Shire of Merredin commissioned the building of the MRCLC in 2006 and the MRCLC officially opened in 2007. The Shire of Merredin entered into a contract management arrangement that has been in effect since 1 October 2016 for the day-to-day operation of the MRCLC including maintenance, planning, and implementing programs and liaising with user groups.

Purpose

This MoU outlines the shared commitment of the Shire of Merredin and the **(insert sporting club/association name here)** to support the participation in sport, recreation and community activities at the MRCLC.

Objectives

The objectives of this MoU are to:

- 1) Provide transparency in the responsibilities for the use and maintenance of the facilities at the MRCLC;
- 2) Establish the practices and standards by which the MRCLC will operate;
- 3) Provide a clear outline of the operational and governance arrangements and responsibilities for both Parties;
- 4) Provide fair and equitable arrangements for the use of the sports facilities, at the MRCLC;
- 5) Maximize the use of facilities and services at the MRCLC; and
- 6) Help to build participation, membership and engagement in sport, recreation, leisure and community life at the MRCLC.

Fees

The **MRCLC management will invoice** the **(insert sporting club/association name here)** **\$(insert agreed amount here)** annually for the term of this MoU.

Upon payment of all fees the **(insert sporting club/association name here)** will be entitled to the use of all facilities at the MRCLC.

It is acknowledged by both Parties that season start, and end dates and weekly fixtures are determined at the commencement of each season and therefore the **(insert sporting club/association name here)** usage requirements may vary each year.

It is acknowledged by both Parties that **(insert sporting club/association name here)** will endeavor to provide booking forms as early as possible before the season commences, but that participation numbers may influence this.

Additionally both parties acknowledge that the **(insert sporting club/association name here)** may organise competitions, meetings and training outside of the 'regular season' and these are included in user fees (subject to the booking processes being abided by and advance notice given to the MRCLC Manager). **(insert sporting club/association name here) acknowledge that the sports in 'regular season' will be provided with priority booking access**

to the venue over sports outside of their 'regular season'.

If the **(insert sporting club/association name here)** indicates to the Shire that a competition (whether formal or informal) or club activities will not take place in the year ahead, the **(insert sporting club/association name here)** will not incur user fees.

Unless otherwise agreed, if the **(insert sporting club/association name here)** fails to pay the fee on or before the due date for payment, the entitlements listed in this MoU are void.

Fees will be reviewed by both parties prior to or at the end of this MoU.

Commencement and Review

This MoU will commence on [...] and will, unless terminated by either party operate for a period of [...] years with the option to renew available to be exercised if agreement is reached by both Parties.

The Parties agree to review this MoU every two years, from the date of commencement, to determine whether the objects of the MoU are being achieved.

The Parties may, by agreement extend the term of this MoU.

Termination

Either party reserves the right to terminate this MoU at any time on giving the other 30 days' notice in writing to that effect.

Terms of the Agreement

The following undertakings are agreed upon as respective responsibilities of the Parties.

The Shire agrees to ensure:

- The MRCLC is managed in a fair and equitable manner, with Clubs / Associations entering into this MoU given priority to MRCLC bookings and considered in the MRCLC Annual Business/Management Plan;
- All maintenance, including building and playing field maintenance and markings, communal facilities e.g. water fountains etc as per the Shire of Merredin asset maintenance/renewal plan for the MRCLC is completed to ensure the best possible playing surfaces, equipment, facilities, and surrounds are provided to all user groups;
- The MRCLC Management provides good, competent and courteous service to persons and user groups and follows a clear booking process;
- The MRCLC Management undertakes appropriate and regular cleaning of the facilities and surrounds including the provision and emptying of rubbish bins after each booking is carried out;
- All utilities and other costs associated with managing the MRCLC are paid;
- A Contents Insurance Policy for no less than the minimum value of all property and goods provided to or kept within the MRCLC that is the property of all Clubs / Associations entering into this MoU, is in effect and maintained at all times;
- A Public Liability Policy is in place appropriate to cover activities within the perimeter of the Merredin Recreation Grounds. Please Note: Council's insurance policy does not cover sporting clubs and incorporated bodies for stolen property, damaged goods, or

injuries whilst members partake in an activity for an Association/Club.

- The Management of the MRCLC are able to attend meetings, upon written request, of the Associations / Clubs to assist with season and event planning;
- Sporting Clubs / Associations are allocated an appropriate space in the MRCLC for meetings;
- The Management of the MRCLC are responsible for the opening and closing of the venue to enable the responsibilities in this MoU to be achieved (subject to individual club/association requirements);
- A space for first aid services is provided;
- The MRCLC Management liaises with Sporting Clubs / Associations with regards to Function Room/Bar opening times being suitable for fixtured bookings;
- The MRCLC Management liaises with Sporting Clubs / Associations with regards to Change Rooms being available for fixtured bookings (including wind ups);
- The MRCLC Management liaises with Sporting Clubs / Associations with regards to the Kitchen (including storage and contents) being available for fixtured bookings;
- The MRCLC Management liaises with Sporting Clubs / Associations with regards to allocation of training days;
- The use of BBQ area is available to Sporting Clubs / Associations through a Booking system;
- The Merredin Sports Council are involved in the planning of asset maintenance and renewal for the Recreation Precinct; and
- Sporting Clubs / Associations are permitted to perform raffles and money wheels within the MRCLC, with 100% of the profit being retained by the Sporting Clubs / Associations.

The *(insert sporting club/association name here)* agrees to:

- Take care in the use of the MRCLC and its grounds;
- Work with the MRCLC Manager to submit a booking form/s for use of the facilities prior to commencement of activities;
- Contact the MRCLC Manager to negotiate changes in bookings;
- Conduct their activities in accordance with Terms of Use Guidelines listed in Appendix 1 of this MoU;
- Respond to requests for information from the Shire that are necessary for the forward planning for the use of the MRCLC, its facilities and property;
- Take responsibility for the safekeeping of all property and equipment provided to, or secured at the MRCLC, at times of permitted use;
- Carry out an assessment of the sporting fields/courts/greens prior to commencement of each use to ensure it is safe to proceed and report any hazardous maintenance issues that require immediate attention to MRCLC Management;
- Have in effect and maintain at all times on behalf of its members a Public Risk

Insurance Policy in the name of the **(insert sporting club/association name here)** for not less than ten million dollars (\$10,000,000) in respect of any one claim;

- Provide the **Shire and MRCLC Management** with a Certificate of Currency for all insurances as required under the By Laws or other written direction of the parent Sporting Association or Body with their booking form;
- Indemnify the Shire and Management of the MRCLC from claims of personal injury or property loss/damage arising in the course of conducting activities for which the **(insert sporting club/association name here)** is formed and within its permitted use of the MRCLC;
- Set up activities/areas required (not including court set up, rubbish bins etc., outlined on booking form);
- Ensure all equipment is returned to correct locations and stored neatly;
- Ensure all facilities occupied by the Club / Association are locked and secured;
- Place all refuse in the bins provided and leave the area in a clean and tidy state;
- Report any damage to equipment, facilities to the MRCLC Management;
- Report any cleaning requirements to the MRCLC Management;
- Comply with all Local Laws, Liquor Control Act, Health Act, Public Building Regulations, Environment Protection Authority and Police and any regulations for the care, protection and management of the facility, attendees/participants and the grounds;
- Seek the location of underground services from MRCLC Management before driving any pegs or posts into the ground;
- Ensure appropriate Working with Children Checks and Child Safe Standards are in place;
- Maintain membership with the Merredin Sports Council which entitles them to a lockable cage within the storeroom for the purpose of storing **(insert sporting club/association name here)** property and permission to display memorabilia in the cabinets provided within the facility; and
- Promote the patronage to MRCLC facilities and services as a community venue for players, members, and supporters.

This MOU is to be read in conjunction with the Terms of Use Guidelines (Appendix 1) and Special Terms of Agreement (Appendix 2).

The Parties acknowledge that this MoU is not a legally binding document and its provisions do not create rights, obligations, or duties for either Party.

Guiding Principles for Collaboration

The operation of this MoU is underpinned by the principle of open and honest communication between the Parties. The following terms describe the Parties separate and joint responsibilities to ensure this principle is upheld:

Communications Protocol

- The Shire of Merredin nominates the MRCLC Manager as its Principal Contact Person;

- The **(insert sporting club/association name here)** nominates the President as its Principal Contact Person and will inform the Shire and **MRCLC Manager** immediately of any change;
- The Parties agree that the Principal Contact Person will be the formal point of contact in the first instance and neither Party shall enter into formal communication on any matter contained within this MoU with any person other than the Principal Contact Person;
- It is the responsibility of **(insert sporting club/association name here)** to ensure communications related to this MoU are relayed to their members and to the Merredin Sports Council;
- It is the responsibility of the **(insert sporting club/association name here)** to ensure communications relating to this MoU are written down and recorded, it is the responsibility of the Shire of Merredin to ensure communications related to this MoU are formally recorded and relayed to the respective management of the MRCLC;
- Neither Party shall bear responsibility for communication shortcomings if they have taken steps to ensure their responsibilities under this protocol are properly administered.

Joint Undertakings

- The Parties will work together to nurture a sense of place for sport, recreation and community user groups;
- The Parties will work towards enabling and promoting the maximum use of the MRCLC by sport, recreation and community user groups;
- The Parties will take care in using the facilities and work together to facilitate a safe, welcoming and friendly atmosphere;
- The Parties will endeavour to communicate openly in all matters and shall do so with all convenient speed and as often as the need arises;
- The Parties undertake to communicate any issue or matter of relevance to the efficient management of the MRCLC or interpretation of this MoU;
- Where Appendix 2 does not align with the Maintenance and Replacement Schedule, Appendix 2 takes precedence; and
- Neither Party shall withhold information that is relevant to the efficient management of the MRCLC or operation of this MoU.

Dispute Resolution

The Parties agree to adhere to the terms of this MoU to the best of their ability. Should a dispute arise over any aspect of this MoU the Parties will adopt the following process in an effort to negotiate a satisfactory resolution:

Stage 1	Written communication between the MRCLC Manager and the (insert sporting club/association name here) President to discuss the matter in dispute and negotiate a mutually acceptable resolution.
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Stage 2	If the dispute cannot be resolved between the MRCLC Manager and the
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(insert sporting club/association name here) President, the Shire of Merredin Deputy CEO will be appointed as a mediator and initiate a meeting of all Parties, with proceedings and outcomes recorded.

Final Arbiter The Merredin Shire Council will act as the final arbiter in any dispute.
The point of reference for determining whether the MoU has been breached will be the understandings and the responsibilities contained in the MoU.

Signed on behalf of the Shire of Merredin:

Name: _____

Chief Executive Officer

Signature: _____

Name: _____

Shire President

Signature: _____

Date: _____

Signed on behalf of the **(insert sporting club/association name here)**:

Name: _____

President

Signature: _____

Name: _____

Secretary

Signature: _____

Date: _____

CONDITIONS OF USE***Grounds & Building Maintenance***

- Any damage caused by the Association/Club within the facility and/or surrounds is to be reported to MRCLC Staff as soon as possible.
- Any damage to the facility and/or equipment caused by the Association/Club will be billed to the Association/Club responsible.
- Footballs are permitted in the change room areas, however any damage caused by the use of the football will be charged to the Association/Club.
- There will be a minimum \$200 cleaning charge applied to Associations/Clubs that leave the facility in a less than clean and tidy state.
- No Association/Club may place any fitting or fixture in the building unless they have received written permission from the MRCLC Manager.

Key Allocation

The MRCLC will be manned during all booked fixtures/usage so no keys will be allocated to Associations/Clubs.

Alcohol Policy

- Any person under the age of 18 is not permitted to consume alcohol on the premises.
- Alcohol can only be consumed within the licensed areas.
- Any person listed on the Merredin Licensee Accord Ban List is not permitted in the licensed area.

KITCHEN (Shire of Merredin Policy 6.6)

- Associations/Clubs nominated on the liquor license are not charged for the use of the kitchen facilities or for preparation of Association/Club meals (including player dinners, morning/afternoon teas or lunches) during a fixtured game including presentation night.
- Community rates (adopted in Council's annual fees and charges) apply for any additional events or activities hosted by an Association/Club outside of standard club use and fixtures or where the Association/Club stands to make a financial return. Association/Clubs must pre-book the facilities as per the MRCLC booking procedures.
- Associations/Clubs will have access to all crockery, cutlery and items listed on the MRCLC Kitchen list provided.
- Associations/Clubs will be responsible for cleaning the kitchen, leaving it neat and tidy, as per the checklist provided. All cleaning items will be supplied by MRCLC.
- Any items left in the kitchen may be removed and/or discarded after a period of (1) week if staff have not been notified of a collection date.
- Associations/Clubs will be responsible for ensuring minimal stock items remain on premises in areas of shared usage.
- Associations/Clubs must have all members who has completed the required food handling certificates under the Food Act 2008. Users may be denied the use of kitchen facilities if Associations/Clubs are found to be in breach of this requirement.

CATERING OF MEALS AT THE GRANDSTAND BAR

- Associations/Clubs nominated on the liquor license are welcome to participate in the weekly roster to prepare and serve meals to the public at the Grandstand Bar. The fundraising opportunity is based on a 50/50 profit share basis with MRCLC. The catering roster is coordinated by the MRCLC Manager.
- Inclusion on the catering roster is at the discretion of the MRCLC Manager to ensure catering opportunities are shared between Associations/Clubs are unable to fulfil their designated date, they are to swap with another listed Association/Club or forfeit their allocation by contacting the MRCLC Manager at least two weeks prior.

SMOKING AT MRC&LC (Shire of Merredin Policy 6.5)

- The MRCLC, including fenced off areas, verandah areas and bowling green areas surrounding the complex, is a smoke-free environment.
- Designated smoking areas are located around the facility with butt bins available.
- Smoking is prohibited 10 meters away from any main entrance doorway to the MRCLC.

BOOKING OF FACILITIES

Seasonal Bookings:

Each Association/Club will be given an introduction package containing all of the relevant information concerning the use of MRC&LC, along with a Seasonal Booking Form.

A seasonal booking form must be completed and submitted along with Association/Club's fixtures and training times no less than 2 weeks prior to the commencement of the season.

Please note: Until the booking form is signed by MRCLC Staff and a copy returned to Association/Club the booking is not confirmed.

Pre-Season Training & Finals:

If pre-season training and finals fall outside of the agreed dates submitted with the seasonal booking, the Association/Club are required to make a separate application. For finals, this application needs to be submitted by close of business on the Monday following the last game of the fixtured season.

Casual Facility Use:

In addition to sporting clubs use, facilities are frequently used by residents and community groups for purposes of "one-off" social gatherings, casual sport and festivals and events. The MRCLC Management will allocate facilities upon request, in consultation with Associations/Clubs and providing this does not result in overuse of grounds or be of detriment to competition use. Annual events and seasonal bookings will take priority over casual use.

Annual Events:

The MRCLC and greater Merredin Recreation Grounds are used for annual events such as the Merredin Show. Annual events will take precedence over all other bookings, including seasonal bookings. Associations/Clubs will be notified of any annual event that may impact on the grounds/buildings they utilize prior to the seasonal booking being confirmed.

SUPERVISION OF CHILDREN (Shire of Merredin Policy 6.1)

Any child of 12 years and under must be accompanied by either a parent or supervisor whilst

at the MRCLC. The parent or supervisor must provide adequate supervision of the child at all times.

A supervisor can be a coach or instructor of the organized program that the child is participating in or a person of 16 years and over (i.e., brother or sister).

MRCLC management are responsible for directing unaccompanied children who are under 12yrs of age to abide by MRCLC policies and procedures.

MRCLC staff have the authority to refuse entry to unsupervised children.

MRCLC staff have the authority to interrupt any activity to find the responsible supervisor of the children that are unsupervised.

All liquor license regulations over-ride age limits in the Grandstand Bar area.

SPRING ON COURTS AND IN FUNCTION ROOM

All types of sprigged footwear are not to be worn on the main stadium courts or in the function areas. Shoes exchanged for sprigged or sport appropriate footwear should be left in change rooms or outside the Grandstand Bar against the wall.

FIRST AID

During the MRCLC's opening hours, there will be a staff member on site with first aid qualifications.

An equipped first aid kit, defibrillator, wheelchair and stretcher are available at all times. The defibrillator can be found in Grandstand Bar. Portable first aid kits can be found behind the bar and in the administration office.

Users are asked to notify staff of any accidents/incidents that occur at MRCLC facilities or on MRCLC recreation grounds. MRCLC to provide Accident/Incident Reports as part of Introduction Package. Users who witness an accident/incident may be asked to divulge their knowledge relating to such occurrence.

Please note: Outside of the MRCLC opening hours it is up to the individual Association/Club to have qualified first aid trained personnel in the event of an of emergency. Each Association/Club will have access to all first aid equipment.

CODE OF BEHAVIOUR (Shire of Merredin Policy 6.18)

The Code of Behaviour guidelines stipulates that the following behaviours are deemed inappropriate:

- Derogatory, abusive or foul language
- Bullying
- Physical abuse – fighting, kicking, pushing, punching, scratching etc
- Spitting
- Vandalising and intentional damage or equipment and facilities
- Stealing
- Littering
- Arguing with officials
- Smoking within the facility areas
- Use and/or possession of illegal drugs
- Actions that **are not** in accordance with the liquor license laws

Contravening the Code of Behaviour may result in the suspension of accessing the MRCLC, including the Merredin Recreation Grounds for a minimum period of one (1) week.

The maximum penalty for contravening the Code of Behaviour may result in suspension of accessing the MRCLC, including the Merredin Recreation Grounds, for a period of twelve (12) months.

The MRCLC and the Merredin Recreation Grounds are public facilities. Inappropriate behavior will not be tolerated. Police will be notified where appropriate.

Each sporting group is responsible for ensuring their spectators, players and officials abide by the Code of Behaviour.

TEMPORARY GROUND CLOSURES

Responsibility for determining ground closures including what areas and for what period remain the joint responsibility of the Shire of Merredin and the MRCLC Management and this decision will be made, where possible, no less than 24 hours prior to a booked activity to provide sufficient time for sporting organisations to make the necessary arrangements to minimise inconvenience to players and others involved.

In determining sporting field closure, the Shire and MRCLC Management have a responsibility to ensure all sporting fields are maintained to a standard that will hold up to expected use during the course of the playing season. In making the decision to close a field a number of factors will be taken into consideration:

- The amount of rainfall
- Predicted rainfall/weather
- Drainage and potential for drying of fields
- Soil structure
- Potential damage to the field and subsequent required remedial works
- Legal obligations to provide safe sporting facilities as well as the health and wellbeing of players including potential for injury to users.

MRCLC staff will contact the nominated representative of affected Associations/Clubs following the decision to close grounds.

NON-COMPLIANCE

The Shire of Merredin reserves the right to revoke an Associations/Clubs use of the MRCLC facilities at any time if the terms of use guidelines are breached. Where the terms of use, agreed to by the Association/Club have not been adhere to the following course of action may be applied:

1. Warning in writing with stipulated timeframes for correction.
2. Association/Club will be advised that until the issue/s are rectified and depending on the severity of the complaint they may be denied access to the MRCLC. Such complaints could include but not limited to deliberate damage to sports ground surfaces and/or Buildings, or Associations/Clubs found in breach of the MRCLC liquor license or any part of this policy.

3. Should the Association/Club fail to rectify an issue in a timely or appropriate manner, they may be suspended from use of the facility for the remainder of the seasonal allocation and future allocations may be in jeopardy.
4. Associations/Clubs involved in incidents that are not as serious but are of regular occurrence may also find themselves facing the same course of action.