



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Lease

Premises: Chelsworth Park, Ivanhoe known as 18 Irvine Road Ivanhoe

Banyule City Council
and

The Ivanhoe Grammar School
ACN 004 083 247



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Schedule

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| Item 1. | Council: (Clause 1) | Banyule City Council of 275 Upper Heidelberg Road, Ivanhoe Facsimile: (03) 9499 9475 Email: enquiries@banyule.vic.gov.au |
| Item 2. | Tenant: (Clause 1) | The Ivanhoe Grammar School ACN 004 083 247 of The Ridgeway, Ivanhoe Facsimile: (03) 9490 3490 Email: info@ivanhoe.com.au |
| Item 3. | Guarantor: (Clause 1 & 24) | Not applicable |
| Item 4. | Land: (Clause 1) | The land contained in certificates of title volume 5883 folio 571 and volume 7926 folio 113 and known as Chelsworth Park, Ivanhoe |
| Item 5. | Premises: (Clause 1) | Those parts of the Land and Building at Chelsworth Park known as 18 Irvine Road Ivanhoe shown on the plans in Attachment D |
| Item 6. | Commencement Date: (Clause 1) | 3 November 2014 |
| Item 7. | Term: (Clause 1 & 7) | 20 years commencing on 3 November 2014 and expiring on 2 November 2034 |
| Item 8. | Further Term(s): (Clause 1) | Two further terms of five (5) years |
| Item 9.A | Rent: (Clause 1 & 4.1) | \$1 per annum plus GST fixed for the Term and payable if demanded |
| Item 9B | Regional Stormwater Harvesting Project Payment: (Clause 1 & 4.2) | \$1,000,000 plus GST payable in instalments in accordance with clause 4.2 |
| Item 10. | Market Rent Review Dates: (Clause 1 & 5) | Not applicable |
| Item 11. | CPI Adjustment Dates: (Clause 1 & 6) | Not applicable |



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|------------------|--|---|
| Item 12A. | Percentage Rent Increase Dates: (Clause 1 & 7) | Not applicable |
| Item 12B. | Percentage Rent Increase: (Clause 1 & 7) | Not applicable |
| Item 13A | Bank Guarantee: (Clause 1 & 11) | Not applicable |
| Item 13B | Security Deposit: (Clause 1 & 11) | Not applicable |
| Item 14. | Permitted Use: (Clause 1 & 13) | Active recreational purposes both structured and unstructured |
| Item 15 | Special Conditions: (Clause 1) | As set out in Attachments A |



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Lease

Council leases the Premises to the Tenant subject to the terms contained in this Lease.

This Lease is executed as a deed on the 23 day of March 2014 2015

The Common Seal of Banyule City
Council is affixed in the presence of:

.....
.....

)
)
)

Councillor

Chief Executive Officer

Executed by The Ivanhoe Grammar
School ACN 004 083 247 in accordance
with section 127(1) of the Corporations
Act 2001:

.....
Signature of Director

RODERICK D FRABER

Print full name

)
)

.....
Signature of Director/Company Secretary

LEYTON MILES

Print full name

1. Definitions

In this Lease unless expressed or implied to the contrary:

Bank means a body corporate authorised to carry on banking business in Australia under Section 9 of the *Banking Act* 1959 (Cwlth) whose name includes the designation "bank".

Bank Guarantee means the amount specified in Item 13.

Building means the buildings and all other structures built on or under the Premises.

Capital Works and Improvements means the capital improvements to be carried out by the Tenant during the Term in accordance with the schedule attached to this Lease as Attachment C.

Casual User has the meaning given to that term in Special Condition 1.3.

Commencement Date means the date specified in Item 6.

Council means the party specified in Item 1 and includes the Council's successors and assigns and where it is consistent with the context includes Council's employees and agents.

Council's Fixtures means all fittings, fixtures, and chattels contained in the Premises at the Commencement Date or installed by Council during the Term.

Council's Officer means the Chief Executive Officer or any other officer of Council to whom authority is delegated in writing from time to time by the Chief Executive Officer.

Council's Outdoor Advertising Policy means any policy adopted by Council for the time being relating to advertising signage displayed externally on the Premises.

CPI means the Consumer Price Index - All Groups Melbourne or if this index is not available or is discontinued or suspended such other index that represents the rise in the cost of living in Melbourne, as Council reasonably determines.

CPI Adjustment Date means the date(s) (if any) described in Item 11.

Current CPI means the CPI number for the quarter ending immediately prior to the CPI Adjustment Date.

Further Term means the further term(s) specified in Item 8.

Guarantor means the person(s) specified in Item 3.

Item means an item in the Lease Particulars.

KPIs means the key performance indicators set out in Attachment B.

Land means the land specified in Item 4.

Lease Particulars means the schedule of Items specified on the page at the front of this Lease.

Market Rent Review Dates means the date(s) (if any) specified in Item 10.



Ministerial Determination means the determination made by the Minister for Small Business under section 5 (1)(c) of the *Retail Leases Act 2003* (Vic) dated 20 August 2004 and notified in the Victorian Government Gazette No. S 184 23 August 2004.

Official Requirement means any requirement, notice, order or direction of any statutory, public or other competent authority, present or future and includes the provisions of any statute, ordinance, local law, guidelines or standards.

Outgoings means the outgoings specified in clause 8.

Percentage Rent Increase Date means the date(s) specified in Item 12A.

Permitted Use means the use specified in Item 14.

Premises means the premises specified in Item 5 and includes the Council's Fixtures.

Regional Storm Water Harvesting Project means the project undertaken by Council to enhance the irrigation system servicing the Premises.

Regional Storm Water Harvesting Project Payment means the amount specified in Item 9B.

Rent means the amount specified in Item 9 as reviewed, adjusted or increased under this Lease.

Security Deposit means the amount specified in Item 13B.

Special Conditions means the conditions referred to in Item 15.

Tenant means the party specified in Item 2 and includes the Tenant's successors and assigns and where it is consistent with the context includes the Tenant's employees, contractors, agents, invitees and persons the Tenant allows in the Premises.

Tenant's Property means all fixtures and fittings owned or leased by the Tenant but excluding the Council's Fixtures.

Term means the term specified in Item 7 and includes any period of overholding.

Unauthorised Activity means people entering on to the Premises, and:

- participating in organised activity (linked to formal competition) without a valid agreement with the Tenant as required under this Lease;
- conducting unlawful activities; or
- such other activities that the parties may agree are unauthorised.

Unstructured Activity means people entering on to the playing ovals and surrounds participating in an unorganised activity (not linked to formal competition).

2. Ministerial Determination

For the purposes of the Ministerial Determination, the Tenant acknowledges that the *Retail Leases Act 2003* (Vic) does not apply to this Lease by reason of the following:

- 2.1 the duration of the Term of this Lease; and

- 2.2 the Regional Storm Water Harvesting Project, the Capital Works and Improvements contained in Attachment C and the Tenant's repair and maintenance obligations set out in clause 15 of this Lease, which together comprise "substantial work" and impose "substantial financial obligations" on the Tenant for the benefit of the parties; and
- 2.3 any additions or modifications to the Premises, including the Capital Works and Improvements carried out in accordance with the provisions of this Lease, remain the property of Council and cannot be removed by the Tenant at the end of the Term.

3. Duration of the Lease

3.1 Term

This Lease is for the Term starting on the Commencement Date.

3.2 Option for a Further Term

Council will grant to the Tenant a new lease for the Further Term if the Tenant:

- 3.2.1 gives Council written notice asking for a new lease, not earlier than 12 months or later than 9 months, before the end of the Term;
- 3.2.2 has remedied any breach of this Lease of which the Tenant has received written notice from Council; and
- 3.2.3 has not persistently defaulted under this Lease and Council has given written notice of the defaults,

on the following basis:

- 3.2.4 the new lease for the Further Term will commence on the day after this Lease ends and contains the same terms and conditions as this Lease but with no option for a further term where the last option for the Further Term has been exercised;
- 3.2.5 the commencing Rent payable from the start of the Further Term will be \$50,000 per annum plus GST; and
- 3.2.6 on each anniversary of the Commencement Date during the Further Term, the Rent will be increased by 4% per annum on a compounding basis.

3.3 Execution of new Lease for Further Term

The Tenant and the Guarantor (where applicable) must execute the new lease for the Further Term and return the above to Council within 14 days of receipt from Council.

3.4 Overholding

If the Tenant continues in occupation of the Premises after the end of the Term, without objection by Council:

- 3.4.1 the Tenant occupies the Premises subject to the same terms and conditions as contained in this Lease;
- 3.4.2 Council or the Tenant may end this Lease during any period of overholding by giving 30 days written notice to the other party expiring at any time; and
- 3.4.3 Council may increase the monthly rent by giving the Tenant one month's written notice.



4. Payments by the Tenant

4.1 Rent

The Tenant must:

- 4.1.1 pay the Rent to Council by annual instalments on or before 1 May in each year;
and
- 4.1.2 pay the Rent in the manner specified by Council from time to time.

4.2 Regional Storm Water Harvesting Project Payment

- 4.2.1 The Tenant must pay the Regional Storm Water Harvesting Project Payment to Council in instalments in accordance with the following table:

| Contribution Amounts | Timing for Payment |
|-----------------------------|---------------------------|
| \$250,000 | At commencement of lease |
| \$250,000 | 1 May 2015 |
| \$125,000 | 1 November 2015 |
| \$125,000 | 1 May 2016 |
| \$125,000 | 1 November 2016 |
| \$125,000 | 1 May 2017 |

- 4.2.2 Notwithstanding the payment of the Regional Storm Water Harvesting Project Payment by the Tenant, all improvements constructed as part of the Regional Storm Water Harvesting Project are and will remain the sole property of Council at all times.

5. Market Rent Review

[Intentionally deleted]

6. CPI Adjustment of Rent

[Intentionally deleted]

7. Percentage Rent Increase

[Intentionally deleted]

8. Outgoings

8.1 Outgoings

The Tenant must pay to Council, or the relevant authority:

- 8.1.1 water rates and charges, including water usage charges (excluding water charges from the Regional Storm Water Harvesting Project);

- 8.1.2 sewerage, sewerage disposal and drainage rates and charges; and
- 8.1.3 a proportion of all other rates, taxes, charges and levies (other than local government rates) assessed in connection with the Premises, as determined by Council acting reasonably, having regard to the Tenant's usage of the area assessed compared with usage by other users.

8.2 Reimbursement of Outgoings

If any Outgoings are incurred and paid by Council (and not otherwise recouped by Council), the Tenant must reimburse Council the Outgoings.

8.3 Receipt for Payment

The Tenant must provide to Council receipts for any Outgoings paid by the Tenant within 7 days of request by Council.

9. Other expenses

9.1 Services

The Tenant must, within 14 days of demand:

- 9.1.1 pay for all services in connection with the Premises, including (without limitation) electricity, gas, water and telephone services (excluding water charges from the Regional Storm Water Harvesting Project); and
- 9.1.2 where the Premises are not separately metered, pay for the cost of installing separate meters to assess the charges for the services.

9.2 Costs and Duty

The Tenant must pay to Council within 14 days of demand:

- 9.2.1 the stamp duty payable on this Lease (including penalties and fees);
- 9.2.2 Council's reasonable costs in considering the granting of any consent or approval under this Lease (regardless of whether Council actually gives such consent or approval);
- 9.2.3 the cost of obtaining Council's mortgagee's consent to this Lease (if required);
- 9.2.4 Council's architects or contractor's fees payable pursuant to clause 15.3.4;
- 9.2.5 Council's reasonable costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Lease by the Tenant;
- 9.2.6 GST;
- 9.2.7 50% of Council's reasonable legal fees and outlays for or in connection with the negotiation, preparation, settling and execution of this Lease, such 50% contribution to be capped at \$5,000 plus GST; and
- 9.2.8 Council's reasonable legal fees and outlays for or in connection with any change, assignment, surrender or ending of this Lease, except at the end of the Term, or where the change occurs at Council's request.



9.3 Reimbursement

The Tenant must reimburse to Council within 14 days of demand any cost incurred by Council in accordance with the terms and conditions of this Lease.

10. GST

10.1 Definitions

In this clause:

10.1.1 words and expressions that are not defined in this Lease but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and

10.1.2 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

10.2 GST Exclusive

Except as otherwise provided by this clause, all consideration payable under this Lease in relation to any supply is exclusive of GST.

10.3 Increase in Consideration

If GST is payable in respect of any supply made by a supplier under this Lease (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

10.4 Payment of GST

Subject to clause 10.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Lease.

10.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 10.4.

10.6 Reimbursements

If this Lease requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

10.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

10.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

10.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Lease:

10.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

10.7.2 any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

11. Bank Guarantee/Security Deposit

[Intentionally deleted]

12. Payment requirements**12.1 No Deduction or Right of Set-off**

The Tenant must pay all amounts due under this Lease to Council (including the Outgoings) without deduction or right of set-off.

12.2 Interest on Late Payments

The Tenant must pay to Council on demand interest at the rate per annum equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) on any money payable by the Tenant under this Lease and remaining unpaid after the due date. Interest will be computed from the date on which such payment became due.

12.3 Payment after Termination

The Tenant must:

- 12.3.1 make all payments due under this Lease; and
 - 12.3.2 provide all information to Council under this Lease to calculate any such payments,
- even if this Lease has ended.

12.4 Method of payment

The Tenant must make all payments under this Lease in such manner as Council reasonably requires, which may include by EFT but not direct debit.

13. Permitted Use**13.1 Use of Premises**

- 13.1.1 The Tenant must only use the Premises for the Permitted Use.
- 13.1.2 The Tenant must not use the Premises for any purpose other than the Permitted Use except with the prior written consent of Council which Council may grant or withhold in Council's absolute discretion.

13.2 No Warranty

The Tenant:

- 13.2.1 acknowledges that Council does not represent that the Premises are suitable for the Permitted Use; and
- 13.2.2 must make its own enquiries as to the suitability of the Premises for the Permitted Use.

13.3 Illegal Purpose

The Tenant must not use the Premises for any illegal purpose or carry on any noxious or offensive activity on the Premises.

14. Other obligations concerning the Premises

14.1 Compliance with Official Requirements

14.1.1 The Tenant must:

- (a) comply with any Official Requirement; and
- (b) obey laws;

concerning the Premises, the Tenant's Property, the Tenant's use and occupation of the Premises and the Lease, at the Tenant's cost.

14.1.2 Except to the extent that the Tenant may be required to do so under any Special Condition, the Tenant is not required to carry out any structural works unless the need for such works arises from:

- (a) the negligent act or omission of the Tenant;
- (b) the failure by the Tenant to comply with its obligations under this Lease; or
- (c) the Tenant's use of the Premises.

14.2 Licences and Permits

The Tenant must maintain all licences and permits required for the Tenant's use of the Premises and obtain the prior written consent of Council before varying any licence or permit or applying for any new licence or permit.

14.3 Nuisance

The Tenant must not do anything in connection with the Premises which may:

- 14.3.1 cause a nuisance or interfere with any other person; or
- 14.3.2 be dangerous or offensive in Council's reasonable opinion.

14.4 Security

The Tenant must keep the Building secure at all times when the Building is not being used by the Tenant. The Tenant is responsible for the safekeeping of all keys and access cards to the Building.

14.5 Signs and Promotional Material

14.5.1 The Tenant must seek the prior written consent of Council (which will not be unreasonably withheld) before displaying or affixing any signs, advertisements or notices to any part of the Premises or publishing any promotional or other material relating to the Premises.

14.5.2 The Tenant must remove any sign, advertisement or other notice to which Council's consent has previously been given if, in the opinion of Council, it has

become unsightly or objectionable and Council gives the Tenant written notice requiring its removal.

- 14.5.3 The Tenant must ensure that Council's logo is used in all forms of visual promotion of the Premises.
- 14.5.4 The Tenant must ensure that all promotional material used by the Tenant to market the Premises demonstrates that Council is the owner of the Premises;
- 14.5.5 The Tenant must ensure that any advertising and/or promotional material does not cause offence to the public or embarrass Council.
- 14.5.6 The Tenant must comply with Council's Outdoor Advertising Policy in force from time to time with respect to the Premises.

14.6 No Vending Machines

The Tenant must not permit any vending or amusement machines in the Premises unless otherwise agreed in writing by Council.

14.7 No Auctions

The Tenant must not conduct any auctions or fire sales in the Premises.

14.8 No Smoking

The Tenant must:

- 14.8.1 not permit any smoking in the Building; and
- 14.8.2 display 'no smoking' signs in the Building and surrounds.

14.9 Heavy Objects and Inflammable Substances

The Tenant must not:

- 14.9.1 store any inflammable or explosive substances at the Premises unless required for the Permitted Use or the maintenance of the Premises; or
- 14.9.2 store any heavy objects or anything likely to damage the Building or the Premises, without obtaining the prior written consent of Council.

14.10 Television and Radio

The Tenant must not install any televisions, radios, music systems or other equipment in the Premises which can be heard outside the Building without obtaining the prior written consent of Council.

14.11 Endanger Premises

The Tenant must not do or permit anything to be done in connection with the Premises which in the opinion of Council may endanger the Premises or be a risk to any person or property, unless required for the Permitted Use or the maintenance of the Premises.

14.12 Car parking

The Tenant is responsible for the safe operation and cleaning of all car parks at the Premises at the Tenant's sole cost and expense.



14.13 Animals

The Tenant must not allow any animals other than guide dogs to enter the Building.

14.14 Gambling/Gaming

The Tenant acknowledges that gambling and gaming are not permitted at the Premises and agrees that the Tenant will not apply for any licence under the *Gambling Regulation Act* 2003 (Vic) in respect of the Premises.

14.15 Pin Ball Machines and Computer Games

The Tenant must not install computer games or pinball machines at the Premises without the prior written consent of Council.

14.16 Waste Disposal

The Tenant must

- 14.16.1 make appropriate arrangements for the disposal of effluent, waste and refuse from the Premises;
- 14.16.2 ensure that all waste and refuse is stored in appropriate containers;
- 14.16.3 keep the Premises free of rubbish and debris at all times; and
- 14.16.4 supply all rubbish bins and ensure all rubbish bins are emptied regularly (but not less than twice per week).

14.17 Environmental Matters

The Tenant must actively participate with Council's strategies to:

- 14.17.1 reduce energy consumption and greenhouse gas production;
- 14.17.2 reduce water consumption;
- 14.17.3 reduce waste production;
- 14.17.4 reduce use of chemicals and fertilizers;
- 14.17.5 pursue recycling;
- 14.17.6 control litter; and
- 14.17.7 protect and enhance vegetation, natural habitat and waterways, on the Premises.

15. Repairs, Refurbishment and Alterations

15.1 Tenant's Repair and Maintenance Obligations

The Tenant must:

- 15.1.1 keep the Premises in a clean, good repair and condition and otherwise, without limitation, in accordance with Attachments E & F and the terms and conditions of this Lease;

- 15.1.2 maintain and keep all areas of the Premises landscaped;
- 15.1.3 keep the Premises in the same condition as they were in at the date the Tenant first entered occupation of the Premises (fair wear and tear excepted), subject however to the provisions of this Lease;
- 15.1.4 make good any damage caused to any adjacent property by the Tenant;
- 15.1.5 take all reasonable measures to ensure that any fair wear and tear to the Premises does not cause any loss or damage to the Premises or any person;
- 15.1.6 give Council prompt written notice of any material damage to the Premises or anything likely to be a risk to the Premises or any person in the Premises; and
- 15.1.7 ensure that the playing services, grassed areas and gardens at the Premises are maintained by providing the horticultural and technical services set out in the document contained in Attachment F.

15.2 Council's Fixtures in Premises

Without limiting clause 14.16, the Tenant must comply with Council's reasonable requirements concerning the use of the Council's Fixtures.

15.3 Alterations to Premises

The Tenant must ensure any alterations or works to the Premises, any services to the Premises or the Tenant's Property are carried out:

- 15.3.1 strictly in accordance with plans and specifications approved by Council's Officer;
- 15.3.2 by qualified tradespersons approved by Council's Officer;
- 15.3.3 to Council's Officer's reasonable satisfaction and in accordance with Council's Officer's reasonable requirements (including Council's requirements as to the standard, type, quality, size and colour of any of the Tenant's Property);
- 15.3.4 under the supervision of Council's architect or consultant (the cost of which must be paid by the Council), however this clause 15.3.4 shall not apply in relation to the Capital Works and Improvements; and
- 15.3.5 in accordance with all rules and requirements of any authorities having jurisdiction over the Premises.

15.4 Not Interfere with Services

The Tenant must not interfere, misuse or overload any services to the Premises, including electricity, gas, water and telephone.

15.5 Defacing Building

The Tenant must not deface or damage the Building (including drilling holes in the Building) except where approved by Council in accordance with clause 15.3.

15.6 Failure to Repair and Maintain

If the Tenant does not carry out any repairs, maintenance or other works required under this Lease within 14 days of receiving written notice from Council, Council may enter the Premises to carry out such repairs, maintenance and works at any reasonable time after giving the Tenant reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Tenant to Council within 14 days of demand.

15.7 Repairs to Council's Fixtures

Subject to any other provision of this Lease, the Tenant must reimburse Council for the cost of any repairs of a non-structural nature to Council's Fixtures within 14 days of demand.

16. Insurance**16.1 Insurance**

The Tenant must maintain insurance in the name of the Tenant and noting the interest of the Council with an insurer reasonably acceptable to Council for:

- 16.1.1 public liability for the amount of \$20 million concerning one single event (or such greater sum as reasonably required by Council);
- 16.1.2 any windows and any other glass in the Premises for the full replacement value; and
- 16.1.3 environmental damage arising from the Permitted Use.

16.2 Worker's Compensation

- 16.2.1 The Tenant must keep in full force and effect a workers' compensation insurance policy of unlimited cover for all workers in respect of whom Council may at any time be responsible to pay workers' compensation.
- 16.2.2 The Tenant must provide Council with evidence of the Tenant's registration with the Victorian WorkCover Authority or any such other authority or body administering workers prior to the Commencement Date.

16.3 Tenant's Property

The Tenant must insure the Tenant's Property for loss and damage from all risks including (without limitation) fire, water and flood damage for its full replacement value.

16.4 Payment and Production of Policies

The Tenant must pay all insurance premiums on or before the due date for payment and produce to Council copies of the certificate of currency and proof of payment on the Commencement Date.

16.5 Not Invalidate Policies

The Tenant must:

- 16.5.1 not do anything which may make any insurance effected by Council or the Tenant invalid, capable by being cancelled or rendered ineffective, or which may increase any insurance premium effected by Council; and
- 16.5.2 pay any increase in the insurance premium caused by the Tenant's act, default or use of the Premises.

16.6 Requirements by Insurer

The Tenant must comply with all reasonable requirements of Council's insurer in connection with the Premises.

16.7 Council Insurance

The parties acknowledge that the Council will insure the Building and the Council's Fixtures against damage and destruction, by ensuring that these are covered by the Council's global insurance policy.

17. Release, Indemnity, Compensation and Liability

17.1 Release

The Tenant uses and occupies the Premises at its own risk and releases Council from all claims resulting directly from any damage, loss, death or injury in connection with the use of the Premises for the Permitted Use except to the extent that such claims arise out of Council's act, negligence, omission or default.

17.2 Tenant Indemnity

The Tenant must indemnify and hold harmless Council against all claims resulting from any damage, loss, death or injury directly caused by the negligence of the Tenant (including its officers, agents, employees or subcontractors) in connection with the Tenant's use and occupation of the Premises for the Permitted Use except to the extent that such claims arise out of Council's act, negligence, omission or default.

17.3 Council Indemnity

Council must indemnify and hold harmless the Tenant against all claims resulting from any damage, loss, death or injury caused to a third party (including a member of the public) accessing the Premises for any reason except to the extent that such claims arises directly out of the Tenant's act, negligence, omission or default.

17.4 No Compensation

Subject to clause 17.3, Council is not liable to the Tenant for any loss or damage incurred by the Tenant due to:

- 17.4.1 any damage to the Premises;
- 17.4.2 the failure of Council's Fixtures to operate properly;
- 17.4.3 the interruption or damage to any services (including electricity, gas, water and telephone) to the Premises;
- 17.4.4 the overflow or leakage of water and water inundation on or over the Land or in the Premises; and
- 17.4.5 the Regional Storm Water Harvesting Project,

except to the extent that such loss or damage arises out of Council's act, negligence, omission or default.

17.5 No Liability

The Tenant acknowledges and agrees that Council will not be liable to the Tenant under this Lease (including but not limited to a breach of the covenant of quiet enjoyment or a derogation of the grant of this Lease) for any acts or omissions of Council undertaken in any capacity including (but not limited to) exercising any powers under the *Local Government Act* 1989 (Vic) or the *Planning and Environment Act* 1987 (Vic) except nothing in this clause releases Council from any obligations it owes to the Tenant under this Lease in its capacity

as the owner of the Premises, save for the Tenant will be responsible in the event of any omission, act, default or neglect by the Tenant.

18. Dealing with Interest in the Premises

18.1 No Parting with Possession

Except for any subleases or licences granted by the Tenant pursuant to a Special Condition, the Tenant must not give up possession of the Premises including assigning this Lease, sub-letting the Premises or granting to any person a licence or concession in respect of the Premises.

18.2 Change in Shareholding

If the Tenant is a corporation (other than a corporation listed on any stock exchange in Australia or a public company limited by guarantee) a change in the control of the corporation as existed at the Commencement Date (whether occurring at the one time or through a series or succession of transfers) or a change in the holding of more than one half of the issued share capital, either beneficially or otherwise, will be deemed to be an assignment of this Lease and the Tenant must obtain Council's prior written consent.

18.3 Mortgage of Lease

The Tenant must not create any security over this Lease or the Tenant's Property.

19. Tenant's obligations at the end of this Lease

19.1 Tenant's Obligations

At the end of this Lease, the Tenant must:

- 19.1.1 vacate the Premises and give the Premises and Council's Fixtures back to Council in a condition consistent with the Tenant having complied with its obligations under this Lease;
- 19.1.2 remove the Tenant's Property (including all signs and lettering) and reinstate the Premises to the condition the Premises were in prior to the installation of the Tenant's Property including making good any damage caused by the removal of the Tenant's Property; and
- 19.1.3 give to Council all keys and other security devices for the purposes of obtaining access to the Premises.

19.2 Ownership of Building

The Tenant acknowledges that the Building forming part of the Premises at the Commencement Date and any additions or modifications to the Premises carried out in accordance with the provisions of this Lease during the Term are and remain the property of Council.

19.3 Tenant's Property Left in Premises

Anything left in the Premises after 7 days of the end of this Lease will be deemed to be abandoned by the Tenant and will become the property of Council (if not already owned by Council) and may be removed by Council at the Tenant's cost and at the Tenant's risk.

20. Council's rights and obligations

20.1 Quiet Enjoyment

As long as the Tenant does not breach this Lease, Council must not interfere with the Tenant's use and occupation of the Premises except as provided by this Lease.

20.2 Dealing with the Land

Council may on providing the Tenant with reasonable notice, of not less than 30 days:

- 20.2.1 subdivide the Land or grant easements or other rights over the Land or the Premises except where it will unreasonably interfere with the Tenant's use and occupation of the Premises;
- 20.2.2 install, repair and replace pipes, cables and conduits in the Premises; and
- 20.2.3 use the roof and external walls of the Premises for any purposes Council reasonably determines.

20.3 Entry by Council

Council may enter the Premises at any reasonable time after giving the Tenant reasonable notice to:

- 20.3.1 inspect the condition of the Premises;
- 20.3.2 rectify any default by the Tenant under this Lease; and
- 20.3.3 carry out any inspection, repairs, maintenance, works or alterations in the Premises which Council decides to or is required to carry out by any law or authority.

Council must use all reasonable endeavours to cause as little disruption as possible to the Tenant's use of the Premises in exercising Council's rights under this clause.

20.4 Emergency Entry

Council may enter the Premises at any time without giving notice to the Tenant in an emergency.

20.5 Reletting and Sale

Council may:

- 20.5.1 affix a 'For Lease' sign on the Premises and show the Premises to intending tenants at any reasonable time upon reasonable notice to the Tenant during the 6 months prior to the end of the Term (except where the Tenant has validly exercised an option for a Further Term); and
- 20.5.2 affix a 'For Sale' sign on the Premises and show the Premises to intending purchasers of the Premises at any reasonable time upon reasonable notice to the Tenant during the Term.

Any sign erected by Council must not unreasonably interfere with the Tenant's use and occupation of the Premises.

20.6 Council's Consent

Where Council is required to give its consent under this Lease, Council must not unreasonably withhold its consent but may give its consent subject to such conditions as Council may reasonably determine.

21. Termination of Lease

21.1 Re-entry

Council may re-enter the Premises and terminate this Lease if:

- 21.1.1 any part of the Rent is in arrears for 14 days after the Council notifies the Tenant that the Rent is due but unpaid (a common law demand is not necessary); or
- 21.1.2 the Tenant breaches this Lease and does not remedy the breach within 14 days of receipt of written notice from Council.

21.2 Damages following Determination

If this Lease is terminated by Council, the Tenant agrees to compensate Council for any loss or damage Council suffers arising in connection with the Tenant's breach of this Lease including the loss of the benefit of the Tenant performing its obligations under this Lease up to the expiration of the Term. Nothing in this clause affects or limits any obligation which Council may have at law to mitigate its loss.

21.3 Essential Terms

The essential terms of this Lease are clauses 4, 8.1, 9.1, 11, 13, 14, 15, 16, 18 and the Tenant's obligations under any Special Condition or Attachment of this Lease.

21.4 No Deemed Termination

If the Tenant vacates the Premises, Council will not be deemed to have terminated this Lease merely by the acceptance of keys from the Tenant, entry into the Premises for any purpose, or the showing of the Premises to prospective tenants or purchasers. This Lease will be deemed to continue until such time as Council gives notice to the Tenant terminating this Lease, or otherwise agrees with the Tenant that this Lease is terminated.

22. Insolvency Event

22.1 If:

- 22.1.1 the Tenant is insolvent or admits or is presumed to be so;
- 22.1.2 an application or order is made for the winding up or dissolution of the Tenant, or a resolution is passed or any steps are taken to pass a resolution for a winding up or dissolution of the Tenant;
- 22.1.3 an administrator, provisional liquidator, liquidator or person having a similar analogous function under the laws of any relevant jurisdiction is appointed in respect of the Tenant, or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within 14 days; or
- 22.1.4 the Tenant enters into, or takes any action to enter into, an arrangement (including a scheme of arrangement or deed of company arrangement),

composition or compromise with, or an assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them,

then an act of insolvency has occurred, and Council may then terminate this Lease at any time by giving the Tenant 14 days written notice.

23. Destruction or Damage of Premises

23.1 Reduction in Rent

If the Premises, or any part of the Premises is destroyed or damaged to the extent that the Tenant cannot use or have access to the Premises (except if the Tenant causes or contributes to the destruction or damage, or Council's insurer is not legally required to reinstate the Premises because the Tenant caused or contributed to the destruction or damage) then Council will reduce the Rent and the Outgoings by a reasonable amount depending upon the nature and extent of destruction or damage until the Tenant can use or have access to the Premises.

23.2 Reinstatement of Premises

If the Premises or any part of the Premises are destroyed or damaged, Council may, at any time during the period between 1 and 6 months from the date of such damage or destruction, give notice to the Tenant:

- 23.2.1 terminating this Lease, where Council considers that the damage or destruction is such that repairing it is impracticable or undesirable; or
- 23.2.2 that Council will commence reinstatement of the Premises to a condition where the Tenant can use or have access to the Premises.

23.3 Tenant's Right of Termination

Where the Tenant has not caused or contributed to the damage or destruction of the Premises and the payment of the insurance for the Premises is not refused due to the act or default of the Tenant, the Tenant may give written notice to Council terminating this Lease where Council does not:

- 23.3.1 give notice to the Tenant pursuant to clause 23.2; or
- 23.3.2 commence reinstatement within 12 months of the date of damage or destruction.

Upon termination of this Lease, each party is released from all further obligations under this Lease except nothing in this clause releases either party from any breach of this Lease arising prior to the date of termination.

23.4 Dispute Resolution

If a dispute arises under this clause about the amount of the Rent or the Outgoings payable by the Tenant, either party may ask the President of the Australian Property Institute (Victorian Division) to appoint a valuer to determine the dispute as an expert. The parties will be bound by the determination of the Valuer and will share the fees of the Valuer equally.

23.5 No Compensation

The Tenant acknowledges that if the Premises are destroyed or damaged, the Tenant is not entitled to receive any compensation from Council unless such claim for compensation arises out of Council's act, negligence, omission or default.

24. Guarantor

[Intentionally deleted]

25. Asbestos**25.1 Definition**

For the purposes of this clause "Asbestos" means 'the asbestiform form of mineral silicates belonging to the serpentine or amphibole groups of rock-forming minerals including actinolite asbestos, anthophyllite asbestos, chrysotile (white asbestos), crocidolite (blue asbestos), grunerite asbestos (or amosite) (brown asbestos), tremolite asbestos or any material or object, whether natural or manufactured, that contains one or more of the mineral silicates" as defined in the *Occupational Health and Safety Regulations 2007* (Vic).

25.2 Tenant's Acknowledgement

The Tenant acknowledges that the Premises may contain Asbestos and prior to undertaking any works to the Premises it must obtain Council's consent.

25.3 No Warranty

Council makes no representations or warranties as to the presence of Asbestos in the Premises.

26. Dispute Resolution

26.1 In the event that Council and the Tenant are in dispute over any matter arising in connection with this Lease (except in relation to a dispute under clause 23) then either party may give to the other notice adequately identifying and providing particulars of the dispute.

26.2 Within 7 days after service of the notice, and before resorting to external dispute resolution mechanisms, the parties must meet at least once in an attempt to resolve the dispute and failing resolution of the dispute to explore and if possible agree on methods of resolving the dispute by other means. At any such meeting each party must be represented by a person having authority to agree to a resolution of the dispute.

26.3 If, at any meeting, either party decides that the dispute cannot be so resolved or if at any time either party considers (acting reasonably) that the other party is not making reasonable efforts to resolve the dispute, either party may, within 5 days of the meeting, by further notice to the other party refer such dispute for written determination by a person appointed under clause 26.4.

26.4 The person appointed must act as an expert and not an arbitrator. The expert must be appointed by agreement between the parties or, failing agreement within 5 days, appointed by the President of the Institute of Arbitrators and Mediators Vic.

26.5 The decision of the expert must be conclusive and binding on the parties.

26.6 The expert must act with expedition with a view to reaching a decision as soon as possible.

26.7 The costs of the expert's appointment and determination must be borne equally between the parties, unless the expert specifies otherwise in which case the cost will be borne as the expert specifies.



27. General

27.1 Notices

Any notice required to be served under this Lease must be in writing and must be served by post, facsimile transmission or hand delivery to:

27.1.1 the Tenant at its address set out in this Lease, the Tenant's registered office address, the Premises, or the last known address of the Tenant; and

27.1.2 Council at its address set out in this Lease or any other address notified in writing to the Tenant by Council.

27.2 Time of Service

A notice or other communication is deemed served:

27.2.1 if served personally or left at the party's address, upon service;

27.2.2 if posted, 2 business days after being posted;

27.2.3 if served by facsimile transmission, subject to the next sub-clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile machine; and

27.2.4 if received after 5.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

27.3 Entire Understanding

This Lease contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Lease and have no effect, save for any agreement entered into or to be entered to by the Tenant.

27.4 Waiver

If Council accepts the Rent or any other monies under this Lease (before or after the end of this Lease) or does not exercise or delays exercising any of Council's rights under this Lease, it will not be a waiver of the breach of this Lease by the Tenant or of Council's rights under this Lease.

27.5 Variations

The provisions of this Lease may only be varied by further written agreement of the parties. No variation of the provisions of this Lease will be inferred from a course of dealing.

27.6 Special Conditions

This Lease is subject to the Special Conditions set out in Attachments A. The Special Conditions override any inconsistent provisions in this Lease.

28. Interpretation**28.1 Governing Law and Jurisdiction**

This Lease is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

28.2 Persons

In this Lease, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

28.3 Joint and Several

If a party consists of more than one person, this Lease binds them jointly and each of them severally.

28.4 Legislation

In this Lease, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

28.5 Clauses and Headings

In this Lease:

28.5.1 a reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Lease; and

28.5.2 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Lease.

28.6 Severance

In this Lease:

28.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

28.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

28.7 Number and Gender

In this Lease, a reference to:

28.7.1 the singular includes the plural and vice versa; and

28.7.2 a gender includes the other genders.

28.8 Exclusion of Statutory Provisions

The following statutory provisions are excluded from this Lease:

28.8.1 Section 144 of the *Property Law Act* 1958 (Vic); and



28.8.2 Division 7 of the *Transfer of Land Act* 1958 (Vic).

Attachment A Special Conditions

Special Conditions

1. Use of Premises by other users

1.1 The Tenant must:

- 1.1.1 not erect any fence that would obstruct the public from using the Premises (excluding any Building and the tennis courts); and
- 1.1.2 not prevent or in any way hinder the public at large from entering on to the playing ovals and surrounds (excluding any Building and the tennis courts), to participate in Unstructured Activity, except when the playing ovals have been allocated in accordance with the provisions of this Lease.

1.2 The parties acknowledge that for a number of years the Premises have been used for the Permitted Use by the following users (**the Present Users**):

- Ivanhoe Grammar School;
- Old Ivanhoe Grammarians' Football Club;
- East Ivanhoe Cricket Club;
- Ivanhoe Cricket Club;
- Old Ivanhoe Grammarians' Cricket Club; and
- Old Ivanhoe Grammarians' Soccer Club.

1.3 It is the intention of the parties to ensure that the Present Users' use and enjoyment of the Premises is maintained throughout the Term. The Council shall be responsible for determining the ground allocations for each summer and winter season in accordance with Special Condition 1.7.

The Parties acknowledge that, as at November 2014, the table in Attachment I reflects the current summer and winter use of the Premises by each of the Present users.

The parties acknowledge that it may be necessary from time to time to:

- 1.3.1 make amendments to the rights of the Present Users;
- 1.3.2 make provision, subject to the rights of the Present Users, for the Premises to be made available to:
 - (a) other persons organisations or bodies which might wish in the future to use the premises on a regular basis (**Present Non-Users**); and
 - (b) casual users, being persons or groups who use (or propose to use) facilities at the Premises on an ad hoc basis, and not on a regular basis for organised training or competition (**Casual Users**).

1.4 The parties agree to establish a committee (**the Reference Group**) to advise the Council in relation to the management of the Premises, and in relation to such other matters as are set out in the following provisions of this Special Condition 1.

- 1.5 The Council agrees to consider and make a determination with respect to any suggestion submitted to it in accordance with this Lease by the Reference Group.
- 1.6 The Reference Group will comprise:
- two representatives of the Council (one nominated Council Officer and the local ward Councillor);
 - one representative of the Tenant;
 - two community representatives selected by the Council from time to time; and
 - at the Council's discretion, a representative from each Present User and Present Non-User that is allocated use of a ground and/or building at the Premises from time to time.
- 1.7 The Reference Group will meet on a quarterly basis, or at such other intervals as the Council may prescribe from time to time, to review the annual reports provided by the Tenant to the Council pursuant to Special Condition 1.11 and Special Condition 3.1, and make suggestions to the Council in relation to:
- 1.7.1 new seasonal allocations or changes to existing seasonal allocations;
 - 1.7.2 the arrangements for the on-going repair and maintenance of the Premises;
 - 1.7.3 the expenditure of the moneys paid by the Tenant to the Council pursuant to Special Condition 1.8.2 in the development and improvement of open space areas of the Premises; and
 - 1.7.4 the operating times of the electronic gate to prevent vehicles accessing the Premises from Irvine Road pursuant to Special Condition 7.1.
- The parties acknowledge and agree that notwithstanding any suggestions of the Reference Group, the Council shall be ultimately responsible for making decisions in relation to the matters referred to in this Special Condition 1.7 from time to time.
- 1.8 On or before 31 August in each year, the Tenant must:
- 1.8.1 give the Council a report detailing all moneys received by the Tenant from Present Users and Present Non-Users of the Premises in accordance with this Lease and information outlined in Attachment B - Reporting structures and Key Performance Indicators (KPI's) during the preceding financial year (ending 30 June); and
 - 1.8.2 pay to the Council an amount equal to 50% of the total moneys referred to in Special Condition 1.8.1 and an annual payment of \$5,000 for five years and increasing by \$1000 every five years thereafter, to be used by the Council solely for the purpose of development and improvement of open space areas at Chelsworth and the surrounding Ivanhoe area. Council must establish a dedicated fund within its internal accounting system for the purpose, and must provide reports setting out reasonable details of how the moneys in the fund have been used, upon request by the Tenant.
- 1.9 The Tenant must establish and maintain a booking system for the use of the sports grounds and other facilities at the Premises.
- 1.10 To enable Council and other interested persons to monitor the availability and usage of the sports grounds at the Premises, the Tenant must:

- 1.10.1 ensure that the Tenant's website is regularly updated to provide current information as to the seasonal allocations and bookings of the sports grounds;
 - 1.10.2 erect and display signage at the Premises, directing interested persons to the Tenant's website; and
 - 1.10.3 advise Council of any Unauthorised Activity,
- in accordance with the Council's reasonable requirements.

1.11 Council must do all things reasonably necessary, in consultation with the Tenant, to prevent Unauthorised Activity on the Premises. For the purpose of this Special Condition 1.11, the Council will be deemed to have complied with its obligations if:

- 1.11.1 once becoming aware of the Unauthorised Activity, a representative of Council attends the Premises and informs the person(s) conducting the Unauthorised Activity (or any person apparently representing those persons) that the activity is not permitted on the Premises;
- 1.11.2 in the event that the Unauthorised Activity continues after Council has complied with Special Condition 1.11.1, Council contacts the Police and any applicable local laws enforcement officer and informs them of the Unauthorised Activity; and
- 1.11.3 in the event that the same person(s) continue to use the Premises for Unauthorised Activities after Council has complied with Special Condition 1.11.2, the Council meets with the Tenant within a reasonable time after being requested by the Tenant to do so, for the purpose of jointly developing a strategy in good faith to prevent those person(s) from continuing to conduct Unauthorised Activities on the Premises.

For the avoidance of doubt, this Special Condition 1.11 does not fetter or restrict the powers or discretions of Council in relation to any powers or obligations it has under any Act, regulation, local law or by-law.

1.12 Prior to 30 December in each year, the Tenant must give the Council a detailed report setting out:

- 1.12.1 the present condition of the Building and playing surfaces at the Premises;
- 1.12.2 any improvement works and beautification activities undertaken in respect of the Premises over the preceding 12 month period (ending on 30 September); and
- 1.12.3 the Tenant's programme for the following year in respect to the above matters.

Within 30 days after the Tenant gives the report, or at such other intervals as the Council may prescribe, representatives of the parties shall meet to discuss the contents of the report and the Tenant's compliance with its obligations under this Lease.

1.13 The parties agree that:

- 1.13.1 the rental charged by the Tenant to Present Users and Present Non-Users must be in accordance with Council's Sporting Reserve Allocation Policy; and
- 1.13.2 the rental charged by the Tenant to Casual Users shall be as determined by the Tenant from time to time acting reasonably, and in determining such rental the Tenant shall take into account the rentals charged by the Council for the casual hire of similar grounds within its municipal district.

- 1.14 The Tenant must ensure that every Casual User that is allocated use of a ground and/or building at the Premises executes a hire agreement with the Tenant in the standard form prescribed by Council from time to time.
- 1.15 The Tenant must ensure that each Present User (apart from the Ivanhoe Grammar School) and Present Non-User that is allocated use of a ground and/or building at the Premises to execute a licence with the Tenant in the standard form prescribed by Council from time to time. Following the execution of any licence, the Tenant must promptly submit a copy to the Council for approval. The licence shall have no force or effect until it has been approved by the Council.
- 1.16 If any dispute arises between the Tenant and any user of the sporting facilities on the Premises, the Tenant must refer the dispute to the Council whose decision in the matter shall be final and binding on all parties to the dispute. For the purposes of this Special Condition, a dispute shall be deemed to have arisen if any user notifies the Tenant in writing of the existence of a dispute, and the dispute is not settled within 14 days of the user's notice.
- 1.17 Whenever the Tenant receives any written correspondence from any person in relation to the management of Chelsworth Park, the Tenant must:
 - 1.17.1 provide a copy of the correspondence to Council within 5 business days; and
 - 1.17.2 respond in writing to the correspondence and provide a copy of the response to Council within 10 business days.

2. Capital Works and Improvements

- 2.1 Subject to clause 15.3, as soon as practicable following the Commencement Date, the Tenant must at its own cost and in a proper and workmanlike manner, carry out and complete the Capital Works and Improvements. The Capital Works and Improvements comprise works of high priority, medium priority and low priority, as detailed in Attachment C.
- 2.2 The Tenant must complete the Capital Works and Improvements within the following timeframes:
 - 2.2.1 all high priority works must be completed within the first 3 years of the Term;
 - 2.2.2 all medium priority works must be completed within the first 6 years of the Term; and
 - 2.2.3 all low priority works must be completed within the first 9 years of the Term.
- 2.3 This Special Condition 2.3 sets out the circumstances in which the timeframes for completion of the Capital Works and Improvements in Special Condition 2.2 (each a **Completion Date**) may be extended:
 - 2.3.1 The Tenant is entitled to an extension of time to a Completion Date if, and only if, the Tenant:
 - (a) gives written notice to the Council of the delay affecting its ability to achieve the Completion Date as soon as is practicable and in any case not later than 7 days after the Tenant becomes aware that an event causing a delay has arisen;
 - (b) specifies in writing the length of the delay in days claimed and provides supporting documentation reasonably required by the Council within 20 days after the cessation of the cause of the delay; and



- (c) satisfies the Council acting reasonably that the only cause of the delay is one or both of:
 - (i) any event or circumstance or combination of events or circumstances could not have been prevented, overcome or remedied by the exercise by the Tenant of a standard of care and diligence consistent with that of a prudent and competent person under the circumstances; or
 - (ii) a state-wide or nation-wide industrial relations dispute affecting multiple sites and multiple companies which does not relate specifically to the Tenant or the Premises.
- 2.3.2 Where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is not a cause of delay listed in Special Condition 2.3.1(c), then to the extent that the delays are concurrent, the Tenant shall only be entitled to an extension of time for any additional delays arising from a cause of delay listed in Special Condition 2.3.1(c).
- 2.3.3 The Council must within 21 days of receipt from the Tenant of the written notice referred to in Special Condition 2.3.1(a) give the Tenant written notice of its decision to grant or refuse to grant an extension of time and the period of extension.
- 2.3.4 A delay by the Council in granting, or the failure of the Council to grant, a reasonable extension of time or to grant an extension of time in accordance with Special Condition 2.3.3 shall not cause the Completion Date to be set at large.
- 2.3.5 Where the Tenant fails to comply with any requirement of Special Condition 2.3.1, the Tenant shall not be entitled to an extension of time for the relevant event or delay and the non-entitlement to an extension of time will not cause the Completion Date to be set at large.
- 2.3.6 Any extension of time granted by the Council shall be the Tenant's sole remedy in connection with the relevant event or delay and the Tenant shall:
 - (a) have no other claim (whether in contract, negligence or on any other basis whatsoever) against the Council in connection with the relevant event or delay; and
 - (b) not be entitled to delay costs of any nature.
- 2.4 Upon request by Council from time to time, the Tenant must promptly give Council copies of invoices and other documentation reasonably required by Council, to enable Council to verify:
 - 2.4.1 what Capital Works and Improvements have been completed to date; and
 - 2.4.2 the amount which has been expended by the Tenant to date in carrying out Capital Works and Improvements.
- 2.5 If for any reason the Tenant fails to complete any Capital Works and Improvements to Council's reasonable satisfaction within the time required under Special Condition 2.2, then without limiting any other rights which the Council may have, the Council may do any of the following (at the Council's election):
 - 2.5.1 give the Tenant 12 months written notice, that if the Capital Works and Improvements are not completed within 12 months the Lease will be terminated; or

- 2.5.2 by notice in writing, extend the deadline for completion of the relevant Capital Works and Improvements in the Council's absolute discretion.
- 2.6 For the avoidance of doubt the parties acknowledge and agree that following their construction, all improvements constructed as part of the Capital Works and Improvements shall be and remain the sole property of the Council at all times.
- 2.7 The following provisions apply in relation to any part/s of the Capital Works and Improvements which require a planning permit:
 - 2.7.1 The Tenant must apply for a planning permit for each part of the Capital Works and Improvements, at least 12 months prior to the date for completion of the relevant works as set out in Special Condition 2.2.
 - 2.7.2 In applying for the planning permits, the Tenant must comply with any reasonable directions which Council may give, which may include making separate applications for some parts of the Capital Works and Improvements, and a combined application for other parts.
 - 2.7.3 If the Tenant lodges an application for a planning permit pursuant to this Special Condition 2.7, and the permit is not granted within 12 months after the date of the Tenant's application, then the Tenant is not required to carry out the relevant part of the Capital Works and Improvements referred to in this application.
- 2.8 This Special Condition 2 only applies in relation to the initial Term.

3. Major asset renewal

- 3.1 At the commencement of the lease and as soon as practicable at each 5 year interval, the Council will engage a suitably qualified consultant to prepare a report (**Annual Report**) detailing:
 - 3.1.1 the current condition of the improvements at the Premises (including without limitation, air conditioning equipment and tennis court surfaces); and
 - 3.1.2 the major asset renewal works which in the consultant's view, are required:
 - (a) over the following 12 month period;
 - (b) over the following 5 year period; and
 - (c) over the following 10 year period,

to ensure that the improvements at the Premises are continuously maintained to a high standard and in good working order and condition, and do not become dilapidated.
- 3.2 The Council must give a copy of the Annual Report to the Tenant.
- 3.3 The Tenant must reimburse the Council on demand for the cost of obtaining the Annual Report.
- 3.4 Each party must at its own cost carry out all works in accordance with the consultant's recommendations, and in accordance with the Council's reasonable requirements and directions, to the extent that the works are expressed as being that party's responsibility in the Maintenance Schedule contained in Attachment E.

4. Inundation, Contamination and Hazardous Materials

4.1 The Tenant acknowledges and agrees that:

- 4.1.1 the Land has been designated within the Banyule Planning Scheme as land subject to inundation (**LSIO**) and this may detrimentally affect any part of the Premises; and
- 4.1.2 as this is a natural phenomenon occurring at indeterminate periods, the Tenant must take care to reduce the potential effects of Contamination caused by flooding. Without limitation, the Tenant must ensure that any materials such as chemicals, fertilisers, etc. are stored outside the area designated as LSIO and housed in accordance with any requirements or directions which the Council may specify from time to time.

4.2 For the purposes of this Special Condition 4, '**Contamination**' means the existence or likely existence of any substance (whether a solid, liquid or gas) of any kind or concentration, whether existing or future including:

- 4.2.1 anything which would be deemed the Land to be 'polluted' as defined in section 4 of the *Environment Protection Act 1970* (Vic);
- 4.2.2 anything which would or would be likely to make the Land or the Premises unsafe or in breach of the requirements of the *Occupational Health and Safety Act 2007* (Vic); and
- 4.2.3 anything which is identified as a pollutant in any state environment protection policy or any industrial waste management policy,

and '**Contaminated**' has a similar meaning.

4.3 The Tenant must ensure that any chemicals or materials used by the Tenant are stored and used in a manner that does not put any person(s) at risk.

4.4 The Tenant must immediately notify Council if it suspects that any spillage or other Contamination has arisen due to the Tenant's use of the Premises.

4.5 The Tenant is responsible for affixing signs on the Premises to ensure that all of the Tenant's officers, employees, agents, representatives and contractors are aware of the Tenant's obligations set out in this Special Condition 4.

5. **Liquor Licence**

5.1 Subject to Special Condition 5.2, the Tenant must:

- 5.1.1 seek the prior written consent of Council before applying for any licence or permit under the *Liquor Control Reform Act 1998* (Vic) (**licence or permit**) or any other such legislation regarding the supply of alcohol in the State of Victoria, or applying for any variation, removal, transfer, surrender or release of the licence or permit or nominating any person to be a licensee or permittee;
- 5.1.2 produce the licence or permit to Council for inspection upon demand;
- 5.1.3 comply with any conditions of the licence or permit imposed by Council;
- 5.1.4 comply with all conditions of the licence or permit and all laws relating to the licence or permit;
- 5.1.5 not allow the licence or permit to be cancelled or suspended;
- 5.1.6 renew the licence or permit and notify Council in writing within 14 days of the renewal;

- 5.1.7 promptly notify Council in writing if the licence or permit is cancelled or suspended or if the Tenant receives any notice, summons or fine in relation to the licence or permit;
- 5.1.8 indemnify Council for any damages or costs incurred in relation to the licence or permit or a breach of this clause by the Tenant; and
- 5.1.9 surrender the licence or permit within 21 days of receiving a written notice from Council, which Council may give to the Tenant if the Tenant's use of the Premises is causing or likely to cause a nuisance to local residents.

5.2 Where a Present User or Present Non-User proposes to hold a licence or permit in respect of any part of the Premises:

- 5.2.1 nothing in this Lease requires the Tenant to hold the licence or permit in the Tenant's own name; and
- 5.2.2 the Tenant must ensure that the Present User or Present Non-User (as the case may be) complies with the requirements of Special Condition 5.1.

6. Tax exempt

The Tenant must not undertake any activity or permit anything to be done which may cause it to cease being exempt from Commonwealth income tax under the *Income Tax Assessment Act 1997* (Cwlth).

7. Roads and toilets

- 7.1 Subject to the Tenant satisfying the Official Requirements, and at Council's sole discretion, Council may permit the Tenant, at the Tenant's own cost, to install and maintain an electronic gate to prevent vehicles accessing the Premises from Irvine Road between 12 midnight and sunrise.
- 7.2 The times of operation for the electronic gate will be reviewed by the Reference Group as outlined in Special Condition 1.7.4.
- 7.3 The Tenant shall be solely responsible at its own cost for ensuring that all public toilets at the Premises are opened at sunrise and locked at sunset each day.

8. Tennis courts

- 8.1 The Tenant shall have dedicated use of the tennis courts at the Premises during the times nominated on the Tenant's website and approved by Council from time to time as being times when the courts are allocated for Ivanhoe Grammar School use. Outside these times, the Tenant must ensure that the courts are available for hire by community groups and sports clubs.
- 8.2 The Tenant is not required to make the tennis courts at the Premises available for public hire or use by individual members of the public.
- 8.3 The half court multi-sport and play space (to be constructed by the Tenant next to the tennis courts as part of the Capital Works and Improvements) is to remain available to the public at all times free of charge.

9. Regional Storm Water Harvesting Project

- 9.1 The Tenant acknowledges that the infrastructure for the Regional Storm Water Harvesting Project has been constructed partly on the Premises and partly on other adjoining land as shown on the schematic plan at the end of Attachment H. To the extent that the



infrastructure for the Regional Storm Water Harvesting Project is to be located on the Premises, the Tenant agrees as follows:

- 9.1.1 the Tenant shall have free use of the water from the Regional Storm Water Harvesting Project up to 10ML per annum;
- 9.1.2 the Tenant consents to the Council or the Council's contractors entering the Premises for the purpose of maintaining the infrastructure, and agrees that this does not constitute a breach of the Council's obligation to provide quiet enjoyment under this Lease;
- 9.1.3 the parties shall repair and maintain the infrastructure in accordance with the Storm Water Maintenance Schedule contained in Attachment H; and
- 9.1.4 the water used by the Tenant in the irrigation at the Premises must be used in accordance with the requirements set out in the Storm Water Use Guide contained in Attachment G.

Attachment B Reporting Structures and Key Performance Indicators (KPI's):

It is a requirement of Council for the Tenant to meet monthly on the management of the Premises. Furthermore a monthly report including the following Key Performance Indicators must be submitted to Council's Officer. The Tenant's performance in relation to this Lease will be assessed by Council against the achievement of targets outlined in the Attachments, Capital Works and Improvement Schedule and feedback on the management of the Premises. Council agrees to immediately raise any concerns in respect of the Tenant's performance under this Lease with the Tenant for action and resolution.

Quarterly Reporting

- a) Quarterly report meetings will be scheduled by Council's Officer at a venue to be determined with the following attendees:

1. Council's Officer
2. Ivanhoe Grammar School Business Manager
3. Ivanhoe Grammar School Venue Manager

Note: Other Council employees, school employees or contractors may be invited to attend contract meetings.

- b) The Tenant must provide a quarterly report on the performance and operations of the Premises including a quarterly KPI report incorporating the following KPI measures:

| No. | Description: | Financials | Numbers | Report |
|-----|--|------------|---------|--------|
| 1. | Number of teams and permanent tenants | | Yes | Yes |
| 2. | Allocation fees collected | Yes | Yes | Yes |
| 3. | List of allocated Casual Users and details of the times and facilities allocated to those users, together with details of all enquiries from prospective Casual Users | | Yes | Yes |
| 4. | Risk Management and OH&S Reporting | | Yes | Yes |
| 5. | Customer Feedback and provision of correspondence and responses in accordance with Special Condition 1.16. | | Yes | Yes |
| 6. | Asset Maintenance Report | | Yes | Yes |
| 7. | Compliance with Lease Maintenance Schedule | | Yes | Yes |
| 8. | Quarterly maintenance works including reports of actual works carried out Chelsworth Park, including dates the work was undertaken and by whom the work was undertaken and up to date report on agreed capital works | Yes | Yes | Yes |
| 9. | Compliance with obligation to provide financial documentation in relation to the Permitted Use at the Premises | Yes | | Yes |

Attachment C Capital Works and Improvements Schedule

Tennis Courts

| Description | Priority | Cost Est \$ |
|---|----------|-------------|
| Construction of a new court at the far east of existing courts – include line marking for netball | High | \$75k |
| Upgrade current 3 hard courts to new surface | High | \$120k |
| Erect all new fencing and screen mesh | High | \$30k |
| Construct spectator facility and storage area | High | \$15k |
| Half court multi-sport and play space | High | \$30k |

Ovals

| Description | Priority | Cost Est \$ |
|---|----------|-------------|
| Underground irrigation for all ovals -half (1 st stage) | High | \$150k |
| Underground irrigation for all ovals -half (2nd stage) | Medium | \$150k |
| Fencing/ netting at western side of ovals – stop balls going into creek - safety issue (3 sections of low height fencing) | High | \$12k |
| Electronic scoreboard for main oval | Medium | \$50k |
| New fencing of main oval – currently safety issues | High | \$25k |

Roads/Car parks

| Description | Priority | Cost Est \$ |
|---|----------|-------------|
| Repair all pot holes and road surface damage in Irvine Road | High | \$30k |
| Install vehicle barriers / electronic gate in Irvine Road to deny vehicle access after-hours in Irvine Road within the park precinct south of the Scout hall. | High | \$60k |
| Add additional parking bays along The Boulevard with additional access ramp to the ovals. Details to be negotiated | Medium | \$120k |

Signage

| Description | Priority | Cost Est \$ |
|--|----------|-------------|
| New signage at key park entry points – detailing park ownership management and tenants | High | \$5k |

Pavilions

| Description | Priority | Cost Est \$ |
|--|----------|-------------|
| Renovation of the Sports Pavilion – additional 2 change rooms, improve toilet facilities including disabled toilet, social room and extend veranda | High | \$500k |
| Renovation of the Football Pavilion - internal upgrade | Medium | \$150k |

Total Estimated Spend

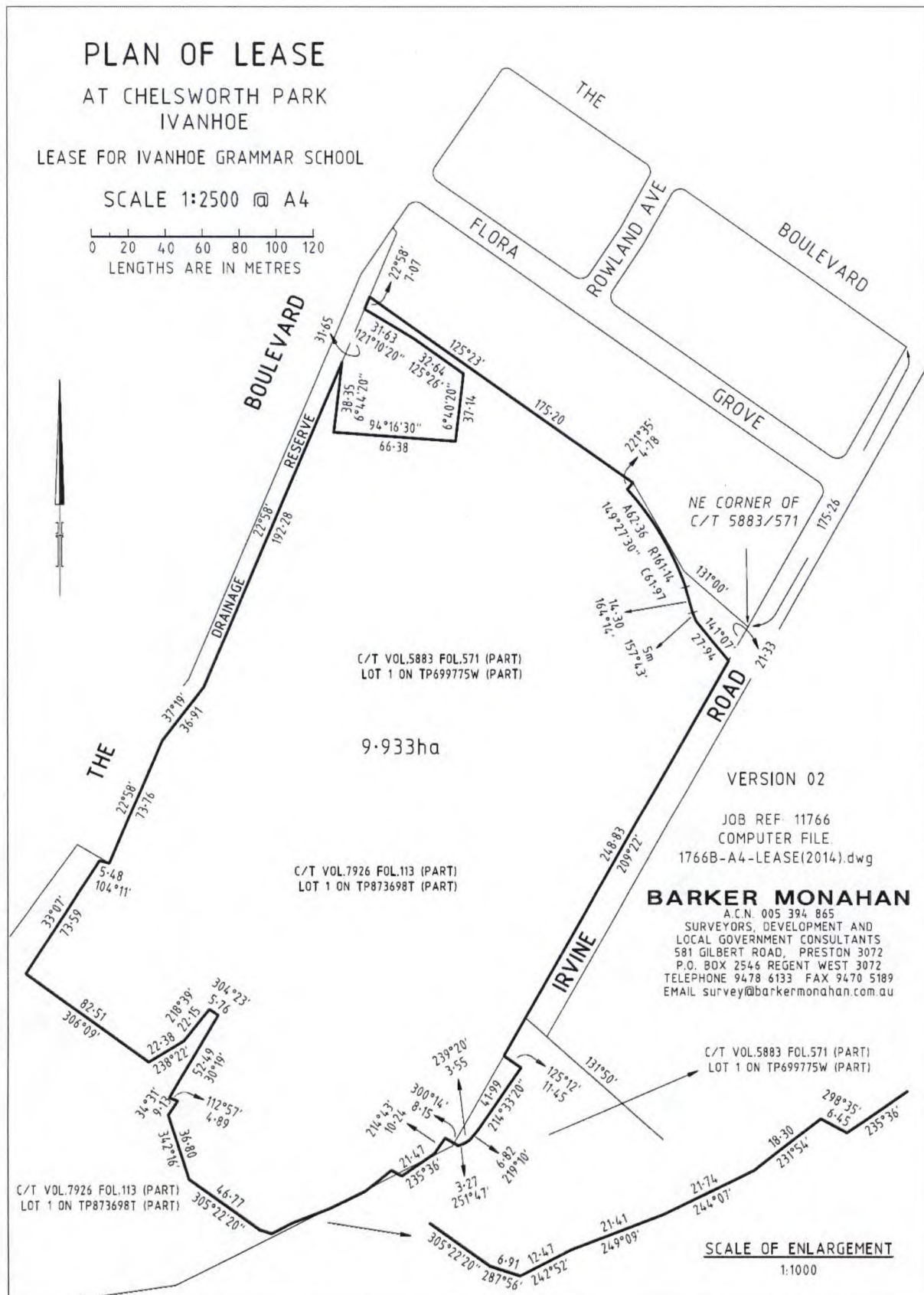
\$1,546 Million

| Priority | Years |
|----------|--------------|
| High | 1 to 3 years |
| Medium | 4 to 6 years |
| Low | 7 to 9 years |

- i. All proposed works to comply with relevant planning, environmental, heritage and building codes.
- ii. Where required under the Planning and Environment Act 1987, all proposed works to be advertised to allow for public consultation.
- iii. Once the relevant capital works have been completed, the relevant capital works are deemed to have been deleted from this Attachment.

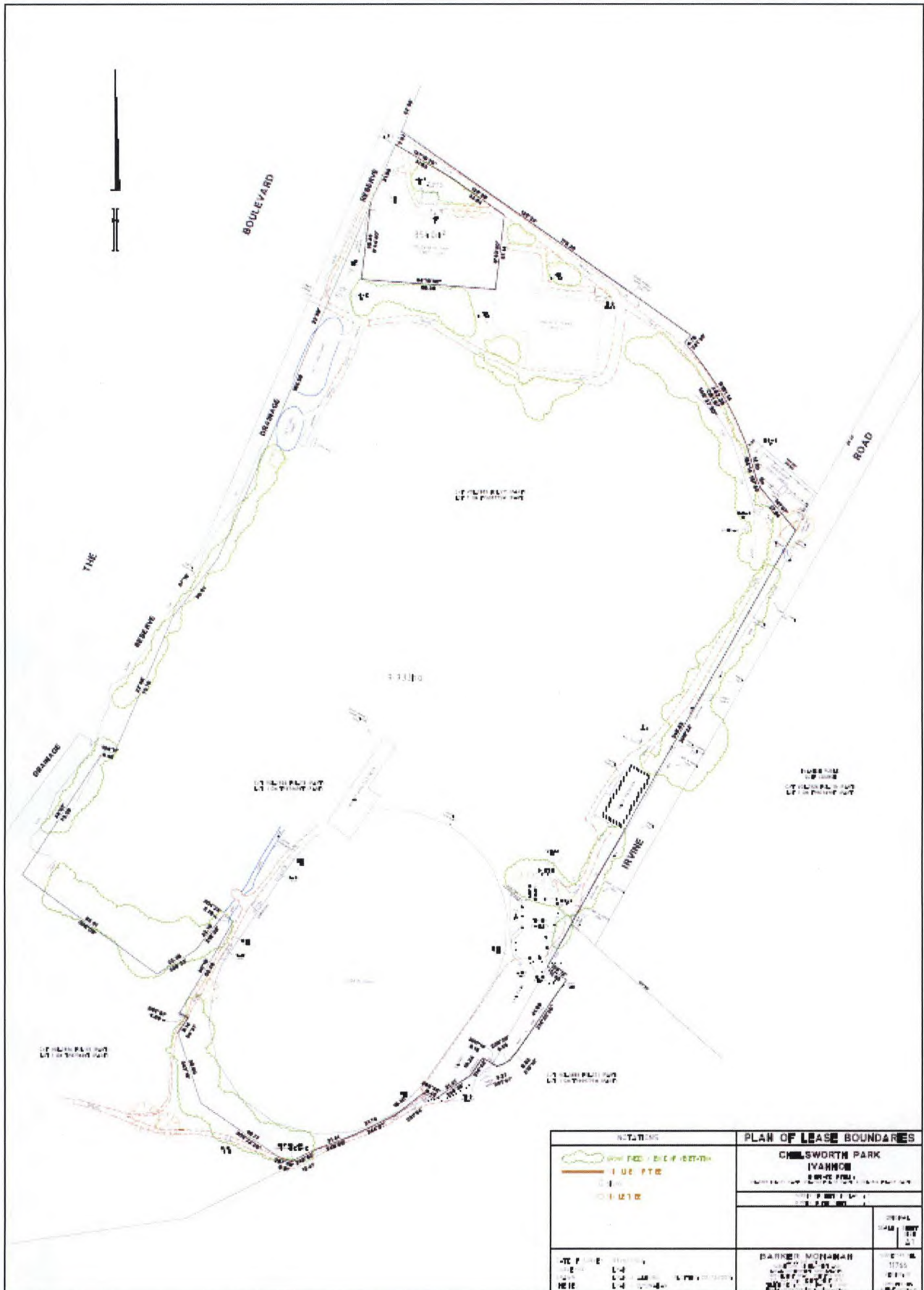


Attachment D Premises Plan





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Attachment E Maintenance Schedule

The table below outlines in detail the Maintenance Responsibilities of Council and the Tenant and includes standards or frequencies.

Maintenance Schedule

Cleaning Schedule

Horticultural Schedule

Note Cost of repairs to any Council Responsible listed items that are damaged due to misuse by the Tenant will be at the Tenant's cost.

The table below outlines in detail the maintenance responsibilities of the parties.

| | Maintenance Item | Council's Responsibility | Tenant's Responsibility | Standard or frequency. |
|--|--|---|--|--|
| | Air Conditioning, evaporative coolers, & fixed ventilation fans. | Nil. | Regular cyclical maintenance, servicing and repairs of AC units, wall and ceiling cassettes, evaporative coolers and fixed ventilation fans. | In accordance with Council's Air Conditioning Service guidelines. i.e. Monthly / 3 monthly / Annually. |
| | Alarms. | Consultation with regard to recommended type. | All monitoring fees, maintenance, repairs of alarms and call out costs. Supply of codes/keys to Council for maintenance access. | By qualified tradespersons. |
| | Cleaning. | Nil. | All. | |
| | Clocks. | Nil. | All. | As required. Including re-calibration for DST/EST. |
| | Doors, roller doors, roller shutters, grills, door furniture, door closers, & locks. (Excluding lock cylinders) | Nil. | Maintenance and repairs of all internal and external doors. | By qualified tradespersons. |
| | Earth Leakage Circuit Breaker. | Consent. | Installation and maintenance if required. | By qualified tradespersons, to Australian Standards and regulations. |
| | Electricity supply mains, sub-mains and switchboards. | Nil. | Replacement, repair and upgrade (if required) due to additional or alterations to equipment installed. | By qualified tradespersons, to Australian Standards and |

| Maintenance Item | Council's Responsibility | Tenant's Responsibility | Standard or frequency. |
|---|---|---|--|
| | | | regulations. |
| Electrical wiring, power points, and light fittings. | Nil. | Replacement of faulty fixtures, fittings, globes, & fluorescent tubes with starters to match & wires including tennis court lights. Supply of Certificate of compliance to Council. | By qualified tradespersons, to Australian Standards and regulations. |
| Exit signs and emergency lighting. | All maintenance and regular servicing (if fitted) at user's cost. Costs incurred in inspecting, servicing and maintaining | Not applicable | As required by legislation, twice yearly. |
| Fencing and Gates. | Nil. | All. | By qualified tradespersons. |
| Fire prevention and detection equipment - Portable eg fire extinguishers, hoses & cabinets. | All maintenance and regular servicing at user's cost. | Reimbursement of costs incurred in inspecting, maintaining and servicing equipment including costs for recharging after non-fire discharges, and replacement costs for items missing or stolen. | As required by legislation, twice yearly. |
| Fixtures, Fittings and Equipment. | Nil. | Free standing and permanent built-in equipment and appliances. Includes:- Microwave ovens, fridge/freezers, heaters, washing machines, shelving, telephones, photocopiers, ovens, stoves, dishwashers, ceiling fans, auto boils, etc | By qualified tradespersons. |
| Floors and floor coverings – cleaning. | Nil. | All. | To cleaning guidelines. |
| Floor coverings – repair. | Nil. | All. | To health and safety requirements. |
| Floor coverings – replacement. | Nil. | All. | Minimum of once during the term of this lease. Timing dependent on condition report after inspection. |
| Floor maintenance – Timber. | Nil. | Cyclical maintenance resurfacing of timber floors by sanding and recoating with polyurethane. Plastic tips to be fitted to all chairs and tables to protect floors. | Minimum annual resurfacing. Additional resurfacing if required due to heavy usage or inappropriate cleaning. Cleaning as per guidelines. |
| Furniture & equipment. | Nil. | All. | |
| Grease Traps. | Nil. | All. (if fitted) | By qualified tradespersons. |
| Guttering & downpipe maintenance and cleaning. | Nil. | All. | By qualified tradespersons to Australian Standards and regulations. Minimum of two |

| Maintenance Item | Council's Responsibility | Tenant's Responsibility | Standard or frequency. |
|---|--|--|--|
| | | | cleans per year. |
| Heaters – built-in. | Nil. | <i>All regular cyclical maintenance and repairs.</i> | Annual service for gas heaters (April). |
| Inspections. | Annual inspections to identify and report on maintenance works to be carried out by Club and prioritised by Council. | <i>Regularly inspect and report to Council. Report to Council any potential risk to the site.</i> | |
| Keys, lock cylinders and padlocks. | Restricted System integrity check. | Repair of vandal damage on locks fitted to internal and external doors. Costs of repairs or replacement of all locks, cylinders & keys, and extra keys as required. Supply of keys to Council for access. | As required. |
| Painting - external surfaces. | Nil. | All. | A minimum of once every five (5) years. Timing dependent on condition report after inspection. To Australian Standards AS/NZS 2310 -1995, AS 2311-1992, AS/NZS 2312-1994. |
| Painting – internal surfaces. | Nil. | All. | A minimum of once every eight (8) years. Timing dependent on condition report after inspection. To Australian Standards AS/NZS 2310 -1995, AS 2311-1992, AS/NZS 2312-1994. |
| Paving & footpaths. | Nil. | Maintain, repair and replace all within fenced site. | By qualified tradespersons. |
| Pest & vermin eradication. | White ant (termite). | All other. | By qualified tradespersons to Australian Standards and the requirements of Council's Health and Building Departments. |
| Plumbing maintenance. Including hot water service, roof plumbing, storm water, water & gas pipes. | Nil. | Connections and replacement of faulty fixtures, fittings and piping. Other maintenance eg: replacement of tap washers. Supply of Certificate of compliance to Council | By qualified tradespersons. |
| Public Toilets (if any). | Nil. | All maintenance and cleaning if open to the public – Refer clause 7.3 Attachment A | Cleaning as per guidelines. |
| Security grills and screens. | Nil. | All (if fitted). | |
| Security lighting. | Nil. | Maintenance, repair and replacement of all lights attached or wired to the building. | Annual servicing. |

| | Maintenance Item | Council's Responsibility | Tenant's Responsibility | Standard or frequency. |
|--|--|---|--|--|
| | Septic tank pump outs. | Nil. | All. (If required) | As required (every 3 to 5 years dependant on inspection). |
| | Sewer blockages. | Investigate blockages and apportion cost to the relevant body responsible for blockage. | Cost associated with blockages caused by the users. | |
| | Sewer pumps. | Nil. | All. | By qualified tradespersons. |
| | Signage maintenance. Identification and hours. | Nil. | All. | To Council's requirements. |
| | Smoke Detectors – hard wired | Nil. | All, (if fitted) including battery maintenance. | As required by legislation. |
| | Structural maintenance Including footings, foundations, stumps, timber frame, roof, walls, ceilings, doors, window frames (except glazing), floors, verandahs, balustrades, handrails and ramps. | All. (including vandal damage of a structural nature) | Nil. | To Occupational Health and Safety requirements. |
| | Telephone and data wiring, television antennas. | Nil. | All. | By qualified tradespersons. |
| | Trees – removal and pruning. | Any tree affecting the building (gutters or foundations) and located outside the site. | Any tree affecting the Building located within the leased area. All others within the site. | Prior approval required from Council for any removal and/or pruning. NB. Council approval required before any new planting is undertaken. |
| | Utility service and usage charges: electricity, water, sewer, gas and telephone (if applicable). | Nil. | All. | |
| | Vandalism, including break-ins. | All structural repairs to buildings | Repairs to the building including the external doors and windows, internal fixtures and fittings, other than structural repairs. | |
| | Window fittings & furnishings (internal and external). | Nil. | All. | |
| | Windows - Glazing replacement. | Nil. | All internal and external. | To Australian Standards and regulations. |

**GUIDLINES FOR GENERAL CLEANING OF COUNCIL OWNED
BUILDINGS**

| Sub Area | Task | Cleaning Method | Daily | Weekly | Fortnig htly | Other | Comments |
|--|-------|---|-------|--------|-----------------|-------|--|
| REGULAR CLEANING (Where applicable) | | | | | | | |
| Entrances/External | | | | | | | |
| External and under cover pavement, entrance mats | Clean | Vacuum mats, sweep pavement | | | | | Remove mats clean and replace, remove litter, leaves, cigarette butts etc. |
| Entrance doors, entrance glass | Clean | Spot clean with glass cleaner | | | | | Must be smear free finish (metho. & water) |
| Doors, walls | Clean | Spot clean | | | | | Using all purpose cleaner |
| Ledges, and sills | Clean | Damp wipe down | | | | | Using clean damp cloth (impregnated) |
| High dusting areas | Clean | Cobweb broom (damp cloth) | | | | | Includes ledges, cobwebs etc. |
| | | | | | | | |
| Parquetry/Timber | Clean | Fringe mop then mop with neutral disinfectant/detergent | | | | | Remove all spills and soil (i.e. Gymclean or equiv) / Buff weekly |
| Hard Floors (Tiles) | Clean | Wash with a solvent base detergent | | | | | Must be smear free |
| Vinyl Floors | Clean | Fringe mop. Mop with disinfectant/neutral detergent (Daily) | | | | | Machine polish floors weekly/i.e non-slip retarded mopshine |
| Carpet & corners | Clean | Vacuum, spot clean stains | | | | | Under furniture, edges etc / Using solvent based spotter |
| Glass doors, Partition glass | Clean | Spot clean with glass cleaner | | | | | Must be smear free |
| Doors, walls | Clean | Spot clean | | | | | Using all purpose cleaner |
| Skirtings, ledges | Clean | Damp wipe down | | | | | Using a clean damp cloth |
| Desks/ Tables/ Bench Tops | Clean | Wipe down | | | | | Wipe around objects using an impregnated cloth, smear free |
| Furniture | Clean | Damp wipe down | | | | | Using a clean damp cloth |
| Waste bins | Empty | Empty & replace bin liner | | | | | Empty, replace, rubbish to central collection point |
| Waste bins | Clean | Wash and wipe | | | | | With mild detergent/disinfectant |
| Recycling paper boxes | Empty | Empty and replace | | | | | Empty, replace, paper to central collection point |
| High dusting areas | Clean | Damp wipe down, remove cobwebs | | | | | Remove all dust, cobwebs (broom) etc. |
| REGULAR CLEANING (Where applicable) | | | | | | | |
| Passageways, Store Rooms | | | | | | | |
| Parquetry/Timber | Clean | Fringe mop then mop with neutral disinfectant/detergent | | | | | Remove all spills and soil (i.e. Gymclean or equiv) / Buff weekly |
| Carpet & corners | Clean | Vacuum, spot clean stains | | | | | Using solvent based spotter |
| | | | | | | | |
| Sub Area | Task | Cleaning Method | Daily | Weekly | Fortnig htly | Other | Comments |
| Doors, walls | Clean | Spot clean | | | | | Using all purpose cleaner |

| | | | | | | | |
|---|-------------|---|--------------|---------------|-------------------------|--------------|---|
| Fittings, skirtings, ledges | Clean | Damp wipe down | | | | | Using a damp cloth |
| High dusting areas | Clean | Damp wipe down, remove cobwebs | | | | | Remove all dust, cobwebs (broom) etc. |
| Kitchen Areas / Tea point areas | | | | | | | |
| Vinyl Floors | Clean | Fringe mop. Mop with disinfectant/neutral detergent (Daily) | | | | | Machine polish floors weekly/i.e non-slip retarded mopshine |
| Sink, bench tops and appliances | Clean | Wipe down and clean with an all purpose cleaner | | | | | Abrasive powder such as Ajax or equivalent |
| Doors, walls | Clean | Spot clean | | | | | Using all purpose cleaner |
| Fittings, Skirting, Ledges | Clean | Damp wipe down | | | | | Using a damp cloth |
| High dusting areas | Clean | With cobweb broom (Damp cloth) | | | | | Includes ledges, fans, vents, cobwebs, etc. |
| Waste bins | Empty | Empty & replace bin liner | | | | | Remove, rubbish to central collection point, replace |
| Waste bins | Clean | Wash and wipe | | | | | Using detergent – disinfectant |
| Toilet Areas/Changerooms | | | | | | | |
| Consumables | Replac e | Replace as required | | | | | Wipe dispensers free of finger marks |
| Sinks, basins, bench tops, & fittings | Clean | Wash & clean | | | | | Abrasive powder such as Ajax or equivalent |
| Mirror & Glass | Clean | Spot clean with glass cleaner | | | | | Must be a smear free finish |
| Toilet & seat furniture | Clean | Scrub & flush | | | | | Using a disinfectant (liquid bleach) |
| Walls (Tiles) | Clean | Spot clean. Remove stains | | | | | Must be streak free finish |
| Walls -other | Clean | Spot clean | | | | | Using all purpose cleaner |
| Floors (Tiles) | Clean | Damp mop | | | | | Using a detergent - disinfectant. Non-slip |
| Floors (Vinyl) | Clean | Fringe mop. Mop with disinfectant/neutral detergent | | | | | Machine polish floors weekly/i.e non-slip retarded mopshine |
| Sanitary units | Clean | Damp wipe down | | | | | Using a clean damp cloth |
| Doors & partitions | Clean | Damp wipe down | | | | | Must be streak free finish |
| Waste bins | Empty | Empty & replace bin liner | | | | | Remove, replace, rubbish to central collection point |
| Waste bins | Wash | Wash & wipe | | | | | Using a clean damp cloth with mild detergent |
| Urinals | Clean | Scrub and Flush | | | | | Using a powder abrasive & disinfectant, smear free finish |
| Skirtings & ledges | Clean | Damp wipe down | | | | | Using a clean damp cloth |
| High dusting areas | Clean | With cobweb broom (Damp cloth) | | | | | Includes ledges, vents, cobwebs, etc. |
| PERIODIC CLEANING (Where applicable) | | | | | | | |
| Shell Glass | Clean | Wash with streak free detergent and squeegee dry | | | | | Internal and external shell glass to be cleaned |
| Sub Area | Task | Cleaning Method | Daily | Weekly | Fortnigh tly | Other | Comments |
| Partition Glass | Clean | Wash with streak free detergent and squeegee dry | | | | | Internal and external partition glass to be cleaned |
| Carpet | Clean | Steam clean and remove all stains | | | | | All carpet areas, using water base cleaner |



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| | | | | | | | |
|---|--------|--|--|--|--|--|---|
| Vinyl Floors - Sheet vinyl / tiles | Reseal | Strip and reseal with a quality vinyl seal | | | | | All vinyl sheet and tile areas - 3 coats with buff after each coat. Additional 2 coats & buff after one week. |
| Vinyl Floors- Low Maintenance types <i>EG. Tarkett / Tapiflex / Sommer 2000</i> | Clean | Scrub wash and buff clean with white pad | | | | | All Tarkett / tapiflex / Sommer 2000 vinyl areas. |
| Floors - Ceramic tiles | Clean | Wash | | | | | Acid wash, final wash with non-slip detergent |
| Floors - Other | Clean | Wash and clean | | | | | Non-slip |
| Walls | Clean | Scrub-wash | | | | | Using a solvent based grease cutter |
| Refrigerators | Clean | Defrost, clean thoroughly with neutral detergent | | | | | Quarterly. Defrost all non-defrost units, restack & leave on |
| Ovens/stoves/microwaves | Clean | Clean thoroughly with neutral detergent | | | | | Quarterly. Leave smear free |
| Light Fittings | Clean | Wash and Wipe | | | | | Half yearly. Leave smear free |

Attachment F Horticulture & Technical Services

Council shall, at the Tenant's cost, engage a suitably qualified contractor to undertake an audit of the grounds at the Premises every 3 years and recommend improvements.

Horticulture and technical services are provided for the following:

- Garden Maintenance
- Grass area maintenance
- Park Asset Maintenance
- Sports field Maintenance
- Irrigation Maintenance

Service Standards:

1. Garden Bed Maintenance:

This activity includes all plant material with a height of less than 2 metres.

The Tenant is to ensure that maintenance works are performed as follows:

- **Inspection** - Once weekly or as directed by Council's nominated representative.
- **Weeding** - is to be undertaken at the time of maintenance inspection. Herbicides must be designated "frog friendly" or suitable for use near aquatic environments.
- **Fertilising** - regularly after planting. Avoid overuse of fertilizer to minimise site runoff to receiving environments.
- **Mulching** - Replace, top up and/or redistribute mulch when depth of mulch is outside the range of 40/100mm. Mulch to be 75mm thick after operation.
- **Litter Removal** - Remove litter from site, at least weekly in conjunction with inspection.
- **Maintenance** - Replace missing, diseased, damaged or dead plants as required upon inspection, complaint, or when requested by Council's representative.
- **Pruning** - Prune plants when affecting sight lines, overhanging footpaths, roads, paved areas, or lawn areas, or to improve the health, density and any flowering of plants.
- **Edging of Plants** - when growth reaches a maximum of 150mm from the defined edge of any bed, lawn area and paved area.

2. Grass Area Maintenance

This activity covers the mowing and maintenance of grassed areas for lawns or lawns directly associated with established gardens, including weeding, edging, herbicide spraying, irrigation and drainage.

It includes the following tasks:

- preparing areas for sowing or resewing and the establishment of grass areas,
- maintaining the health and physical appearance of grass,
- irrigating to maintain optimum soil moisture levels,
- fertiliser applications to maintain optimum nutrient levels in the soil,
- soil conditioning, topdressing to maintain level and safe surfaces.

The Tenant is to ensure that maintenance works are performed as follows:

- **Inspection** – once weekly or as directed by Council's nominated representative.
- **Mowing** – mow grass to a height of 25mm when grass height reaches a maximum of 60mm.
- **Aeration** - perform aeration at intervals of not greater than 13 weeks.
- **Fertilising** - Fertilise 6 times during spring, summer and autumn with approved fertiliser. Avoid overuse of fertilizer to minimise site runoff to receiving environments.
- **Litter Removal** - Remove litter from site, in conjunction with each maintenance visit.
- **Edging of Grass** - Trim edge at the time of mowing. Herbicide is not to be used.
- **Surface Correction** - Repair, fill or level any ruts, high points, etc. when greater than 20mm.
- **Grass Management** - Ground coverage by grass is not to be less than 95%. Weed control is to be performed as required so as to maintain a thick, healthy sward of turf. Herbicide may be used for weed control, but should be designated "frog friendly" or suitable for use near aquatic environments.

Nature Strip Grass Areas

The surface of all lawn and grass areas is to be even and free of holes and any protruding objects or other items which may cause injury to any person or equipment.

Work may require reinstatement of nature-strips by filling in holes or hoe high spots.

3. Parks Asset Maintenance

This activity covers the inspection, repair or removal, and maintenance of assets including all park furniture and artificial structures in Chelsworth Park.

Assets to be maintained include items such as:

- open spoon drains
- unsealed paths
- seats/ benches
- picnic tables
- pipe rail fences
- bollards
- chain and bollard
- timber post and rail fences
- drinking fountains
- memorials or commemorative plaques
- guidepost
- retaining walls
- and all other artificial structures, other than buildings.

The Tenant is to ensure that maintenance works are performed as follows:

➤ **Inspections**

Monthly Inspections - All assets are to be inspected at minimum monthly intervals to identify defects.

Annual Inspection - The Tenant is to conduct an annual inspection of park assets. At the time of inspection all assets are to be inspected for damaged or missing components or components requiring maintenance or replacement. Minor repairs are to be performed at the time of inspection.

- **Reactive maintenance** - The Tenant is to on identification or reporting of a defect, rectify the defect within 7 days.
- **Hazardous Situation** - When any defects that have been reported to be the cause of a personal injury or accident or are deemed to be a threat to the health and safety of user, the Tenant is to:
 - Within 2 hours of notification erect appropriate signs and barriers so as to render the hazard safe or affect temporary or permanent repairs.
 - Where the defect has been made safe, permanent repairs are to be carried out within 14 working days or earlier as required.
 - Irreparably damaged or worn assets are to be replaced within 48 hours or as programmed by the co-ordinator.
- **Maintenance Requirements**
 - **Cleaning** – all park assets are to be cleaned and maintained. Seats and picnic tables are to be cleaned as required or on request and are to be free of dirt, bird dropping, and grease.
 - **Repairs** - all park assets are to be repaired as necessary, minor and major repairs to all park furniture are to be undertaken so that the assets are safe and perform their intended function in accordance with the manufacturer's requirements and industry codes of practice. Such repairs are to include replacing and securing damaged worn or loose components and fixings so as to maintain the item in a safe and useable condition while optimising the life of the item.

Surfaces are to be maintained in a smooth condition free of splinters and surface defects.

 - **Painting** - Painted/stained surfaces are to be totally repainted/re-stained as required in a colour to match the existing surface.
 - **Park Gates** - Are to be maintained in a functioning condition and kept locked when not in use.
 - **Car-parks and Paths** - Sealed and unsealed car parks and sealed paths are to be routinely inspected and repaired where required. Potholes to be regularly filled.
 - **Unsealed Paths (including any shared unsealed paths)** - Unsealed paths are to be reinstated or resurfaced using the same material of the path construction. Paths are to be even and compacted and free from any defects.
 - **Drinking Fountains** - Drinking fountains are to be regularly inspected and maintained operational in a clean hygienic condition. The Tenant is to check to ensure the faucet is clean, the pressure is adequate, the basin clean and the outlet pipe functions.

4. Sportsfield Maintenance

This Activity covers all the operations necessary to maintain the sportsfields to their optimum condition and includes:

- check and maintain condition of grass and playing surface
- review and carry out grass management program
- check and maintain the operation of drainage systems
- end of season sportsfield renovation, maintenance, repair and/or relocation of:
 - goal posts
 - cricket wickets
 - soccer goals

Sportsfield Surface

- **Frequency of Inspections** - The minimum frequency of inspections to sportsfields is weekly.
- **Surface** - Surfaces are to be maintained to be consistently covered with grass of an even, strong and vigorous growth. Bare patches are not to exceed 500mm in area except goal square and cricket pitch area. (Alternative method of management shall be involved during drought conditions).
- **Fertilising** - Check pH and nutrient levels annually or more often as needed to ensure the chemical composition of the soil is conducive to the growth of grass species. Fertilisation is to consist of a minimum of 2 applications per year to each sportsfield, at times conducive to achieving optimum coverage and density (Spring and Autumn). The Tenant is to test sportsfields for nutrient levels and take appropriate actions to maintain a pH value of between 5.5 and 7. Avoid overuse of fertilizer to minimise site runoff to receiving environments.
- **Gypsum application** - Apply gypsum conforming to an approved sample, to those sportsfields tested as having a high gypsum response value. Application rates are to be as per the manufacturer's instructions.
- **Aeration** - Aeration of all sportsfields once per month, all cores are to be crushed and evenly dispersed. Suitable dethatching of sportsfields is required for appropriate air and water penetration.
- **Topdressing** - Topdressing material is to consist of approved sand. It is to be applied in such a manner so as not to impede the growth of grass or create organic layering. Sand is to be distributed evenly over the entire playing area unless used in the filling of depressions.
- **Weed Control** - Weed control of sportsfield is to be carried out to achieve an even cover of turf with as minimal a cover of broadleaf weeds as practical. Herbicides are to be applied in accordance with the manufacturer's specifications, but must be as designated "frog friendly" or suitable for use near aquatic environments..
- **Winter Repairs** - Carry out repairs over winter where turf failure is evident and where play is impaired due to the condition of the turf. Repairs may consist of spreading of topdressing sand in affected areas.
- **Pests and Diseases** - Pest and disease control is to incorporate a proactive program. All works are to be performed so as to minimise potential impact on users, and the environment. Reactive works must be done in consultation with users.
- **Check and maintain the operation of drainage systems** - includes the inspection and maintenance of drainage systems in sports fields so that all the drains are operational and no water ponding is created on the surface.

Goal Post Inspection, Maintenance, Relocation and Repair

The Tenant is to inspect goal posts at the time of the maintenance of sports fields. Upon request the Tenant is responsible for relocation and changeover of goal posts for various sports and at the end of the season. All goal posts are to be painted when required and maintained to a satisfactory standard.

Cricket Wicket Maintenance

The Tenant is to ensure that maintenance works are performed as follows:

- At the commencement of the winter season approved soil is to be supplied and placed in even quantities at each end of the wicket. At the end of the cricket season, at times agreed upon with the facility user responsible for the covering the wicket the Tenant is to seed the top dressed area.

- During winter season wickets are to be covered so that the concrete surface has a minimum of 50mm of soil coverage unless covered by a synthetic cover. If the coverage of soil is less supply, spread and reseed the affected areas.
- At the commencement of the summer season following the removal of the soil covering the wicket areas by the Tenant, the Tenant is to remove all the additional soil from the sportsfield and renovate the surrounds of the wicket to prevent any water ponding on the wicket surface.
 - (a) Turf Cricket Wicket Table Maintenance
 - (b) The Tenant is to ensure that maintenance works are performed as follows:
- Turf wickets are to receive pre-season preparations. Turf wickets are to be prepared weekly in accordance with the facility users seasonal fixture which includes:
 - A clay soil with good grass growing potential, strong enough to give regular bounce when compacted and dry is to be used on all turf wickets.
 - A surface free of undulations so the drying process is even and the ball does not deviate.
 - An even covering of fine grass, that holds the soil together and assists in the drying of the subsoil.
 - The use of a correct weight roller at times of optimum moisture to achieve satisfactory compaction.

| Turf Wicket Table Preparation | Minimum Frequency | Performance Criteria |
|--|---|--|
| Carry out pre-season wicket table renovation at the end of the winter sports season. Remove organic material, scarify in both diagonal directions to remove high spots and loosen debris from the surface. | Annually | Top dressing material achieves good adhesion to existing soil. |
| Apply top dressing soil and level. | Annually | Wicket table is prepare to an even grade of 1 in 100 |
| Seed over the entire table. | Annually | Grass achieves an even density. |
| Oversow or sprig with couch when weather is conducive to its growth. | Annually | Grass develops as an even layer. |
| Fertilise wicket table. | Annually | Fertiliser is applied without signs of turf stress or flush of growth. |
| Irrigate wicket table to achieve optimum germination and growth. | As required. | Entire surface is evenly moist, germination and growth is even and there are no surface cracks. |
| Protect wicket table from disturbance during renovation and after each week's play. | As required | Wicket table is not damaged. |
| Top dress 3-4 metres around the perimeter of the wicket table with media. | Annually | Run-ups are free of undulation. |
| Individual Cricket Wicket Preparation During Season | | |
| Select and prepare wickets for matches. | As per Victorian Cricket Association requirements | Wickets prepared in accordance with guidelines set out in the VCA guidelines and achieving an Umpire rating not less than 3. |
| Repair and re-seed any damage to wicket caused by play or other reasons | Weekly | Surface is maintained in a level condition and full vigorous grass coverage is maintained. |
| Rotate wickets, preparing alternate pitches for match play. | As required | Quality of wickets is preserved throughout the season and even grass coverage is maintained. |
| Wicket is to be line marked using water based paint to meet Victorian Cricket | Weekly | All lines are straight and clean, ready for the commencement of each day's |

Practice Wicket Nets

This activity includes the maintenance of practice cricket netting / cages and the internal areas of the cages in accordance with Councils' Sporting Reserves Allocation & Fees and Charges Policy. Practice wicket net areas are to be maintained weed free. The Tenant is to inspect these facilities regularly and perform repairs as required.

The Tenant is to ensure that maintenance works are performed as follows:

- Inspections are performed at minimum frequencies of 1 month or as directed by the Council's nominated representative.
- Practice nets are to be maintained in good condition and are to be free of defects after maintenance inspections.

5. Irrigation System Maintenance

This activity covers the operations necessary to maintain the existing irrigation systems in working order and includes the inspection, maintenance and repair of Sportsfield and Domestic irrigation systems.

The Tenant is to ensure that maintenance works are performed as follows:

- **Asset Plans and Register** - The Tenant is to:
 - establish, update, record and maintain details of irrigation systems
 - respond to, investigate, repair, and shut down any burst or malfunctioning irrigation system within one hour of notification.
 - ensure the availability of irrigation emergency repair staff 24 hours a day.
- **Inspection** - During the operating season undertake weekly inspection of all irrigation systems or as directed by Council's nominated representative. This consists of:
 - recording the default settings of the controller,
 - testing the operation of the controller,
 - visual inspection of sprinklers for a duration so as to verify correct operation and rotation
 - inspection of the playing surface for evenness of watering and physical hazards.
- **System development** - System improvements are to be in accordance with the original design specification and site requirements. Any modifications are to be recorded.
- **Drainage** - Drainage systems to be maintained in working order. Additions and/or repairs must be consistent with the original design and site requirements and to ensure it remains free of contaminants. Modifications are to be recorded.

6. Routine Maintenance

The program's objective is to create and preserve a safe and amenable population of Park Trees and those Trees in high traffic/usage areas in parks.

Routine maintenance consists of:

- A demonstrated process of Tree assessment and Reporting for all individual trees affected by this lease.
- Tree pruning in accordance with Amenity Tree Pruning (AS4373-2007)
- Pest and disease control

Tree Assessment and Reporting

The Tenant is to:

- perform routine assessment and pruning of trees around the Premises on a 12 monthly cycle and trees under overhead lines and all street trees on a 24 month cycle or as directed by Council's nominated representative.
- All trees pruned away from overhead electrical lines must be in accordance with Electricity Safety (Electric Line Clearance) Regulations 2010
- conduct and document visual assessments of all street trees:
 - A demonstrated process of recording all activities on all trees effected by the lease must be maintained to the satisfaction of a council representative.
 - that may be hazardous to public, Council or non-Council property or display indications of disease or pest.
 - whose form or health would not be significantly improved by works carried out.
 - that are dead or dying.

Tree Pruning

Pruning is performed for street trees for the following purpose:

- visibility, traffic, overhead line and structure clearance.
- safety and amenity.

Pruning falls under the below category and descriptions:

Overhead service line and structure clearance

| | |
|-------------------|---|
| at footpaths | 2.40m vertically |
| at driveways | 3.00m vertically |
| at roadways | 4.00m vertically at 6.00m from back of kerb |
| at streetlights | light must cast at 60° to pole, achieve 1.0m clearance from pole and as per AS-1158 |
| at traffic lights | cleared around traffic lights |
| signage | so as to allow clear and easy visibility by motorists |
| at road signs | to VicRoads Standards |

All tree pruning must be in accordance with
Amenity tree Pruning (AS4373-2007)

Pest and Disease Control

The Tenant is to:

- **Insectorial Pest** - Have an insectorial pest and disease control program and is responsible for controlling and eradicating insectorial pests and diseases.
- **Elm Leaf Beetle and Dutch Elm Disease Control** - Provide Elm leaf beetle and Dutch elm disease control. Timing of application and notification is to be provided to affected residents.
- **Termite Control** - Provide termite control. The timing of application and notification to affected residents is to be provided prior to application.
- **Wasp and Bee Eradication** - Provide wasp eradication and bee relocation as required and notification to affected residents with details of the method of control and timing. Arrange for the removal of any wasp or bee swarm from trees within 4 hours of receipt of request.

7. Other Services

General weed control

- Weed control of the park in general is to be carried out, in particular within and around the central drain. Herbicides are to be applied in accordance with the manufacturer's specifications, but must be as designated "frog friendly" or suitable for use near aquatic environments.

Tree Planting

The Tenant is to complete the following:

- **Preparation of Plans for Planting Schemes** - Prepare plans and documentation required for planting schemes, consultation, display and presentation. Prepare and distribute leaflets to all residents directly affected by the proposed tree planting works, advising of display locations and times. Planting schemes should not include State prohibited or local weed species.
- **Quality of Plants** - All plants planted are to be true to scientific name, nursery grown and shall be certified free from decay, insects and diseases. Stock with broken root balls, loose containers, and stock that shows evidence of being root-bound, overgrown or recently potted, are not be used.
- **Plant Material Size** - minimum height of 1 metre (excluding the root ball) with a minimum calliper of 25 millimetres at 300 millimetres above the root ball.
- **Installation of Plant Material**

The Tenant is to ensure that maintenance works are performed as follows:

- **General** - Upon completion of planting, excess soil, stones, and debris shall be removed from the site and the site left clean and tidy. Ground area disturbed as a result of planting operations shall be restored to its original condition.
 - **Layout** - All trees are to be located on site as shown on the approved site plans. Where below ground services or obstructions are encountered, the trees are to be relocated.
 - **Planting Holes** - The depth shall be enough to accommodate the ball (or roots) of the tree when the tree is set to finish grade.
 - **Mulching** - Install wood chips or other acceptable material as a mulch around all trees.
 - **Watering Basin** - A basin is to be formed to receive and hold water.
 - **Tree Stakes** - Stake and tape all newly planted trees as per accepted techniques.
- **After Care Maintenance**

The Tenant is to ensure that maintenance works are performed as follows:

- **Pruning** - All pruning work must be in accordance with Amenity pruning of Tree AS4273-2007).
- **Watering and Weed Control** - Make periodic checks to make certain that the plants are properly cared for, watered and watering basins are kept free of weeds. Ensure that the progress of the plant is satisfactory.

8. General Tree Care Standards

Trees Encroaching on Property

The Tenant is to ensure that:

- Branches that encroach on private property are pruned back to the property line at the request of the property owner. If such pruning works would adversely affect the form and health of the tree, the matter will be negotiated with the property owner.
- All pruning works are carried out in accordance with Amenity Pruning of Trees AS4373-2007)

Disposal of Wood Chips, Logs and Debris

The Tenant is to ensure that:

- No tree pruning's are to be left hanging or wedged to any tree.
- All debris resulting from provision of the services shall be made safe immediately and removed from the work-site as soon as practical.
- Any mulch used must not be contaminated any woody weed material under any circumstances.

Attachment G Storm Water Use Guide

For the purposes of this Attachment H:

Regional Storm Water Harvesting System (RSWHS) means the system that captures and stores storm water.

The Tenant acknowledges that the RSWHS is designed so that the Premises has an annual allocation of water from the RSWHS of approximately 10 ML. However, the actual allocation of water from the RSWHS to the Premises in any year is dependent on the performance of the RSWHS and the level of prevailing rainfalls.

The Tenant must, when the RSWHS storage level is:

1. between 100% and 70% - use the storm water harvested exclusively;
2. between 70% and 15% - use the storm water harvested and water from potable mains;
3. 15% and below - only use water as determined by Council's Officer in its sole discretion.

Attachment H Storm Water Maintenance Schedule

Revision 1
23 June 2014

1. General Description of System

The works installed provide pumped storm water from the underground storage tank in Chelsworth Park to the three ovals of Chelsworth Park. A separate pumping system provides storm water to the Ivanhoe Golf Course open pond for later distribution to the Golf course tees, fairways and greens.

A submersible pressure pump provides water from the underground storage tank via Treatment Shed No. 1 with automatic filtration system including both UV and media filtration to the Chelsworth Park Irrigation system.

2. Operational Overview and Description

Chelsworth Park Irrigation

Two pumps are located within pit D6 adjacent to the underground storage tank at Chelsworth Park. One single submersible pump (No. P2) operates for the provision of pressurised water to the irrigation system at Chelsworth Park Sporting fields and the 2nd pump is a transfer pump for the provision of water to the Open Pond Storage in Ivanhoe golf course.

Both of the above pumps operate from a single control panel located within Treatment Shed No.1 (located on The Boulevard within the car park), and are fitted with all relevant running and safety features.

3. Technical

Pump P2 is a submersible vertical multistage bore pump designed to deliver a peak flow rate of 8 L/s @ 67.3m head. The pump transfers stormwater from the underground storage to the Chelsworth Park ovals via Treatment Shed 1. The discharge line also has air valve pits and an isolating valve pit. The pump will start on a low pressure reading in the discharge line which will occur with the commencement of the irrigation cycle. The pump will stop on a low pressure reading in the discharge line, or when a pressure transducer in Pit D6 reads low water levels in the Underground Storage.

Pump P2 is a Grundfos Model SP-30-9 150mm die submersible bore hole pump 9.2 kW 3 phase providing 8/0 l/sec for 63.7 mt head.

PUMP P2 CONTROLS:

- START - Manual/Automatic irrigation system on via pressure sensor and control cable from control panel in Treatment Shed 1.
- STOP - Low Level Transducer in Pit D6 RL 8.2m via control cable.
- STOP - Manual/Automatic irrigation system off via pressure sensor and control cable from control panel in Treatment Shed

4. Water Meter

A water meter has been installed after the Treatment Shed 1 in the system for the monitoring of water consumption for the Chelsworth Ovals component of the system.

Water Meter Make and Model: Sensus WP Turbine Water Meter

Supplier: Bermad Water Technologies Ph, 9464 2374

5. Operation from Mains Water

If insufficient water is in the underground storm water storage tank or the pumping system fails, it is possible to operate the Chelsworth Park Oval Irrigation System from the Supply Authorities' potable water main.

To operate from the mains water, turn off the storm water supply valve next to the water meter inside the Treatment Shed 1 enclosure, then turn on each valve before and after the backflow prevention device located adjacent to the tennis courts.

To switch back to storm water from the underground storage tank, reverse the procedure above.

Backflow Prevention Device and shut off valves adjacent to tennis courts

6. Maintenance Responsibilities

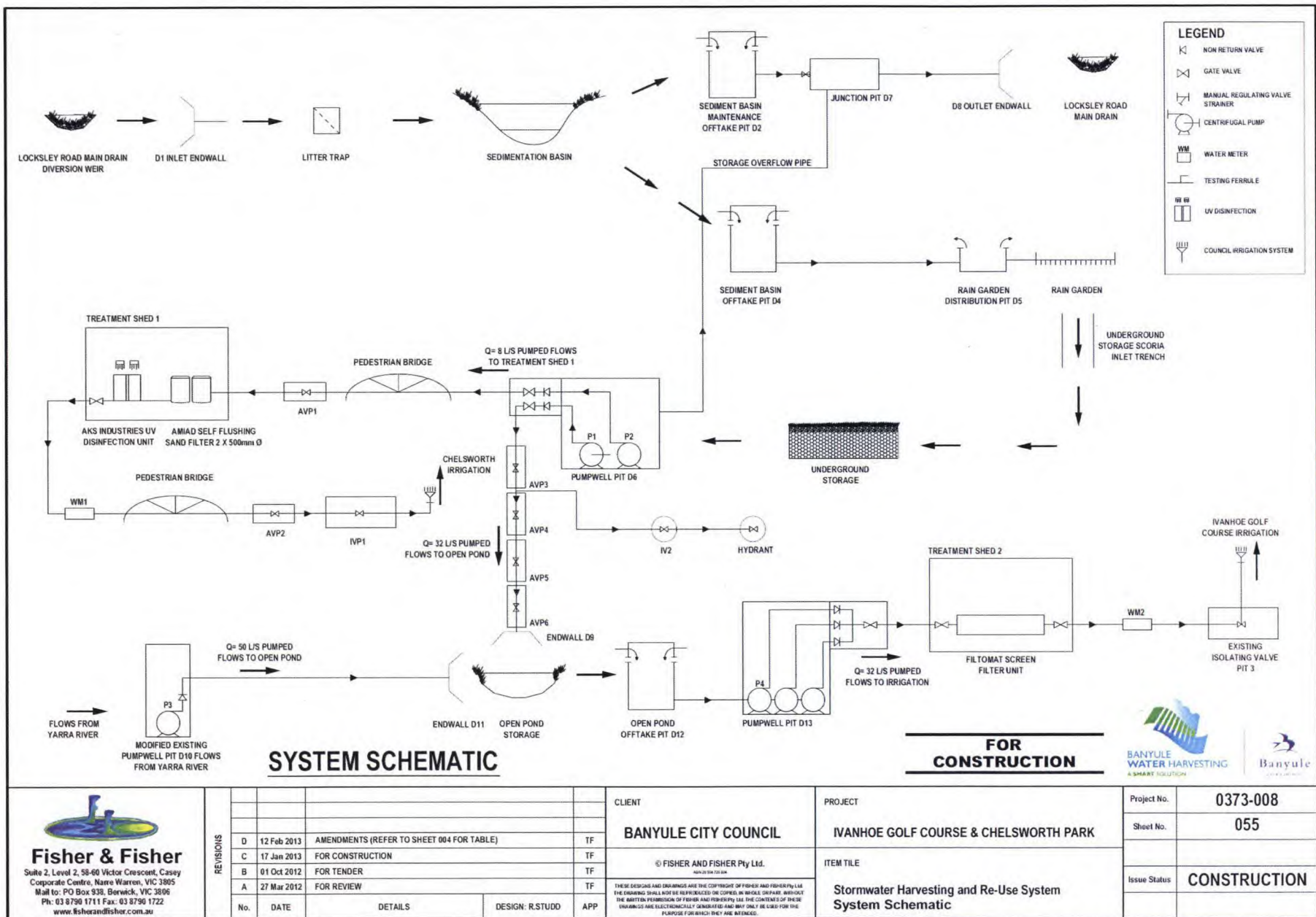
Council maintains all the pumps and treatment plant for the provision of water to the Chelsworth Park oval meter.

Ivanhoe Grammar School is responsible for all pipework, valves, fittings and fixtures for the system between the Chelsworth Park water meter and the water delivery quick coupling devices located in the oval surfaces of Chelsworth Park, including the connection/isolation valves and back flow prevention device associated with the connection of the system to Supply Authority mains water supply.

Maintenance is to be carried out in accordance with the following table:

| Ivanhoe Grammar School Infrastructure Maintenance | | | |
|--|---|-----------------|-----------------|
| Element | Operation & Procedures | Timing of Works | Other Documents |
| 1. Water Meter - Water Cage near Treatment shed 1. | <input type="checkbox"/> General Inspection as per maintenance checklist <input type="checkbox"/> If observed to be recording unusual flows, remove and service. | As required | |
| 2. Pipework | <input type="checkbox"/> General Inspection as per maintenance checklist • Repairs to pipework, mounting fittings, valves | As required | |
| 3. Quick Coupling devices | <input type="checkbox"/> General Inspection as per maintenance checklist | As required | |

| | | | |
|--|--|-------------|--|
| 4. Valves, back Flow Prevention Device | <input type="checkbox"/> General Inspection as per maintenance checklist | As required | |
|--|--|-------------|--|





8. Maintenance Checklist

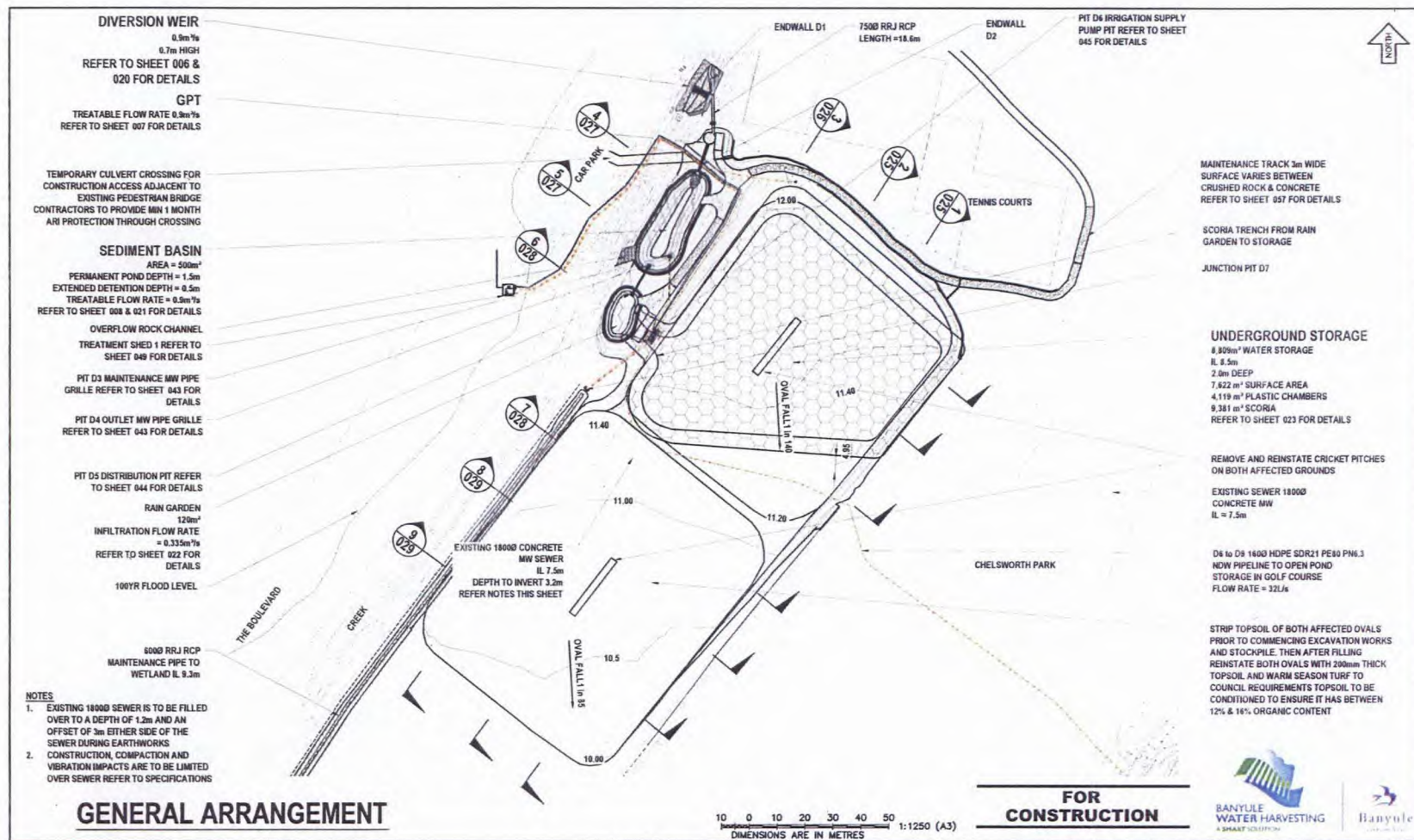
| | | | | |
|--|---|-------------------------------|--|--|
| Pipes, Meters & Valves - Form A | | | | |
| Stormwater Treatment System - Maintenance Checklist | | | | |
| Pipes and Valves Maintenance Checklist | | Date of inspection: | | |
| Inspection Frequency: | 3 monthly or after large storm event | | | |
| Location: | | Next scheduled inspection on: | | |
| Description: | | | | |
| Site visit by: | | | | |
| Inspection Items | Y | N | Action Required / Details | |
| Check all exposed pipelines (pump house and bridge crossings) for damage | | | Repair as required | |
| Check for correct operation of irrigation water supply | | | If operation abnormal – Notify Council | |
| Take a reading from water meter ensure it is operating correctly | | | meter reading: | |
| Check Quick Couple connection operating correctly | | | | |




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| | | | | |
|---|--|--|----------------------------|--|
| Check for correct operation of gate and non return valves and ensure they are in the correct position | | | | |
| Check for correct operation of back flow prevention device | | | | |
| prevention devices | | | | |
| Comments / Work order details: | | | | |
| | | | | |
| | | | | |
| Audited By: (please sign) | | | Reviewed By: (please sign) | |
| Copy to: | | | | |
| <input type="checkbox"/> Banyule File <input type="checkbox"/> O&M Manual | | | | |

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| | | | | | | | | | |
|---|-----------|------|-------------|---|--------|--|---------------------------------------|--------------|--------------|
|  Fisher & Fisher Suite 2, Level 2, 58-60 Victor Crescent, Casey Corporate Centre, Narre Warren, VIC 3805 Mail to: PO Box 538, Doreville, VIC 3806 Ph: 03 8790 1711 Fax: 03 8790 1722 www.fisherandfisher.com.au | REVISIONS | | | | CLIENT | PROJECT | Project No. | 0373-008 | |
| | | D | 12 Feb 2013 | AMENDMENTS (REFER TO SHEET 004 FOR TABLE) | TF | BANYULE CITY COUNCIL | IVANHOE GOLF COURSE & CHELSWORTH PARK | Sheet No. | 005 |
| | | C | 17 Jan 2013 | FOR CONSTRUCTION | TF | © FISHER AND FISHER Pty Ltd. <small>REV 01 11/10/07</small> | ITEM TITLE | Issue Status | CONSTRUCTION |
| | | B | 01 Oct 2012 | FOR TENDER | TF | | | | |
| | | A | 27 Mar 2012 | FOR REVIEW | TF | | | | |
| | No. | DATE | DETAILS | DESIGN: R. STUDD | APP | Stormwater Harvesting and Re-Use System General Arrangement | | | |

Maddocks

Attachment I Current summer and winter ground allocations for Present Users as at November 2014

NOTE: Access to all pavilions includes access 30 minutes prior and following each oval allocation period.

SUMMER ALLOCATIONS

| User | Allocations | | |
|--|---|---|--|
| IVANHOE GRAMMAR SCHOOL Access to the Brick Pavilion at all nominated times. | Tuesday: Thursday: Saturday | 12.30pm - 3.30pm 12.30pm - 3.30pm 8.30am - 12.30pm | All Ovals All Ovals All Ovals |
| IVANHOE PRIMARY DISTRICT Access to the Brick Pavilion at all nominated times | Friday: | 8.30am - 12.30pm | All Ovals |
| EAST IVANHOE SAINTS CRICKET CLUB Access to the Football Pavilion at all nominated times. | Tuesday: Thursday: Saturday: Saturday: | 5.00pm - 8.00pm 5.00pm - 8.00pm 12.00pm - 6.00pm 12.00pm - 11.00pm | SE & MW Oval SE & MW Oval SE & MW Oval Pavilion |
| EAST IVANHOE SAINTS CRICKET CLUB - JUNIORS | Monday: Wednesday Friday: | 5.00pm - 8.00pm 5.00pm - 8.00pm 5.00pm - 9.00pm | SE Oval SE Oval All Ovals and pavilion |
| IVANHOE CRICKET CLUB | Saturday Sunday: | 12.30pm - 6.00pm 12.30pm - 6.00pm | NE OVAL TURF |
| OLD IVANHOE GRAMMARIAN CRICKET CLUB Access to the Brick Pavilion at all nominated times | Monday: Tuesday: Thursday: Friday: Saturday: Saturday: | 5.00pm - 8.00pm 5.00pm - 8.00pm 5.00pm - 8.00pm 5.00pm - 8.00pm 12.30pm - 6.00pm 12.30pm - 11.00pm | ME & SW Oval ME & SW Oval ME & SW Oval ME & SW Oval ME & SW Oval Pavilion |
| IVANHOE GIRLS GRAMMAR SCHOOL (for 6 weeks - October / November) Access to the Brick Pavilion at all nominated times | Monday: Wednesday: | 5.00pm - 7.00pm 5.00pm - 7.00pm | NW & MW Ovals NW & MW Ovals |

WINTER ALLOCATIONS

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| IVANHOE GRAMMAR SCHOOL Access to the Brick Pavilion at all nominated times. | Monday: | 12.30pm - 5.00pm | All Ovals |
| | Tuesday: | 12.30pm - 5.00pm | All Ovals |
| | Wednesday: | 12.30pm - 5.00pm | All Ovals |
| | Thursday: | 12.30pm - 5.00pm | All Ovals |
| | Friday: | 12.30pm - 3.30pm | All Ovals |
| | Saturday: | 8.30am - 12.30pm | All Ovals |

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| IVANHOE PRIMARY DISTRICT Access to the Brick Pavilion at all nominated times. | Friday: | 12.30pm - 3.30pm | All Ovals |
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| OLD IVANHOE GRAMMARIAN FOOTBALL CLUB Access to the Football Pavilion at nominated times | Tuesday: | 5.00pm - 8.00pm | SE Oval |
| | Thursday: | 5.00pm - 8.00pm | SE Oval |
| | Saturday: | 11.00am - 5.00pm | SE & NE Ovals |
| | Saturday: | 11.00am - 11.00pm | Pavilion |

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| OLD IVANHOE GRAMMARIAN SOCCER CLUB Access to the Brick Pavilion at nominated times | Saturday (2 games) | 12.30pm - 6.00pm | NW Oval |
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| AUSKICK Access to the Brick Pavilion at all of the above times | Sunday: | 10.00am - 12.00pm | East Side Park |
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