

THIS LICENCE is made on the date specified in Item 1 of Schedule 1;

BETWEEN Latrobe City Council

The Licensor whose name and address is specified in Item 2 of Schedule 1

And

The Licensee whose name and address is specified in Item 3 of Schedule 1

RECITALS

- A. The Licensor is the registered proprietor of the Premises or holds a leasehold right to enable the granting of this licence to use the Premises.
- B. The Licensor has agreed to grant a licence to the Licensee for a non exclusive right to use the premises for the Licence Term.

THE PARTIES AGREE

1. INTERPRETATION AND DEFINITIONS

1.1 Interpretation

In this Deed, including the recitals, unless the context otherwise requires:

- 1.1.1 a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- 1.1.2 a word denoting the singular number includes the plural number and vice versa;
- 1.1.3 a word denoting an individual or person includes a corporation, firm, authority, government or governmental authority and vice versa;
- 1.1.4 a word denoting a gender includes all genders;
- 1.1.5 a reference to a recital, clause, schedule or annexure is to a recital, clause, annexure of or to this Licence;
- 1.1.6 a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, notated, supplemented or replaced from time to time;

- 1.1.7 a reference to any party to this Deed, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns;
- 1.1.8 a reference to "dollars" or "\$" is to an amount in Australian currency;
- 1.1.9 a reference to a matter being "to their knowledge" of a person means the matter is to the best of the knowledge and belief of that person after proper enquiry including which a reasonable person would be prompted to make by reason of knowledge of a fact;
- 1.1.10 if a provision binds two or more parties (including any representation, warranty or indemnity given, made or undertaken by two or more parties), that provision binds (and that representation, warranty, or indemnity is given, made or undertaken by) those parties jointly and severally;
- 1.1.11 if a party comprises two or more persons, the provisions of this Deed binding that party bind those persons jointly and severally;
- 1.1.12 headings are for convenience of reference only and do not affect interpretation;
- 1.1.13 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- 1.1.14 this document is governed by the laws in force in Victoria and each party submits to the non-exclusive jurisdiction of the Courts exercising jurisdiction in Victoria.

1.2 Definitions

- 1.2.1 "Commencement Date" means the date specified in Item 6 of Schedule 1;
- 1.2.2 "Licence Fee" means the fee specified in Item 5 of Schedule 1, and is inclusive of GST;
- 1.2.3 "Licence Term" means the term of this Licence specified in Item 7 of Schedule 1;
- 1.2.4 "Premises" means the Premises specified in Item 4 of Schedule 1;
- 1.2.5 "Permitted Use" means the use specified in Item 8 of Schedule 1;

2. GRANT OF LICENCE

The Licensor grants to the Licensee a non-exclusive licence to use the Premises for the Allocated Period from the Commencement Date for the Licence Term or until this licence is terminated in accordance with the terms and conditions of this licence.

3. ASSIGNMENT

The licence granted is personal to the Licensee and the Licensee is prohibited from assigning its rights under this licence without the written permission of the Licensor which can be withheld at the discretion of the Licensor.

4. LICENCE FEE

- 4.1 The Licensee must pay the Licence Fee to the Licensor together with any GST pursuant to Clause 5 of this license.
- 4.2 The Licensor will provide a valid tax invoice to the Licensee for the Licence Fee that is payable within fourteen days of the completion of the Licence Term.

5. GST

- 5.1 Expressions used in this clause and licence have the same meanings as when used in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- 5.2 Amounts payable and consideration provided pursuant to the licence are GST exclusive.
- 5.3 The recipient of a taxable supply made under or in respect of this licence must pay the supplier, at the time the consideration for the supply is due, the GST payable in respect of that supply; and
- 5.4 A party is not obliged to pay GST on a taxable supply to it under this licence until given a valid tax invoice for the supply.

6. OBLIGATIONS OF LICENSEE

- 6.1 The Licensee must during the Licence Term while using the Premises:
 - 6.1.1 Only use the Premises for the Permitted Use.
 - 6.1.2 Collect from the Premises all rubbish and waste generated by the Licensee's activities and place same in the bins provided.
 - 6.1.3 Comply with all laws and requirements of the relevant authorities relating to occupational health and safety that are relevant to the Premises.

- 6.1.4 Comply with the Licensors directions in relation to the use and management of grass surfaces, hard courts, light towers, lighting fixtures, fittings, furniture and services provided by the Licensor.
- 6.1.5 Keep the premises in a clean and tidy condition and in good repair at all times having regard to the condition of the Premises at the Commencement Date and maintain the Premises in accordance with Schedule Two.
- 6.1.6 Not allow smoking within any buildings that are part or all of the Premises and whilst under 18 years of age sporting events are in play, in accordance with the Tobacco Amendment Act 2013.
- 6.1.7 Ensure that member and spectator vehicles are not driven on any playing fields or reserve outers that constitute any part of the Premises.
- 6.1.8 Comply with any direction of the Licensor to rectify any damage to the premises, clean any part of the premises or take any action that is required to return the premises to the state such premises were in at the Commencement Date within fourteen days of the receipt of such direction. Should the Licensee fail to comply with any such direction the Licensor may enter the premises and take action to rectify any damage, clean any part or take any action that is required to return the premises to the state they were in at the Commencement Date and the Licensee shall be required to reimburse the Licensor.
- 6.1.9 Accept full responsibility and seek written permission from the Licensor for high risk activities, building modifications, use of fireworks, storage and handling of chemicals, storage and use of plant equipment.
- 6.1.10 Take full responsibility for conducting, documenting and archiving of prematch and training session/s inspections.
- 6.1.11 Ensure that the Licensee's Public Liability Insurance Policy covers all club administered social events and that these events are only conducted within the seasonal dates of this licence.
- 6.1.12 Not operate or interfere with the grass surface in ground sprinkler system control panel. Only Council's Sporting Reserves Team members are permitted to operate the in ground sprinkler system control panel.
- 6.1.13 Accept full responsibility for any additional security in pavilions such as, alarm systems and screen doors. Council must be provided with keys and security codes to any systems and/or doors which are installed by the Licensee.
- 6.1.14 Not install an electronic surveillance system at a facility or reserve without the written permission of Latrobe City Council.
- 6.1.15 Provide copies of any incident reports resulting at their allocated sporting/recreation reserve to Council within 48 hours of the incident or near miss occurring.

- 6.1.16 Only apply for the use of facilities for the actual days and times that club activities will be conducted i.e. all day/night or 24 hours/7 days a week usage requests, will not be accepted.
- 6.1.17 Take full responsibility for repairs and replacements of any projects, services or products completed or purchased via a Latrobe City Council Community Grant.
- 6.1.18 Take full responsibility for the cleaning and servicing, including supply of toilet paper, hand towel and hand soap of all event only/match day toilets at a reserve, i.e. toilets which are classified as Latrobe City Council dawn to dusk public toilets.
- 6.1.19 Comply with the line markings requirements and regulations from their individual peak sporting bodies.
- 6.1.20 Not engage repair or replacement works on Council owned or managed properties in the event of extreme weather occurrences or natural disasters, without the prior permission of Latrobe City Council. At the conclusion of any agreed works on Licensee infrastructure by Latrobe City Council and/or their contractors, all responsibility for those works will be relinquished by Latrobe City Council.

6.2 The Licensee must not while using any facility in the Premises during the Licence Term:

- 6.2.1 Use the Premises for any illegal purpose.
- 6.2.2 Carry on any noxious or offensive activity on the Premises.
- 6.2.3 Do anything which might cause nuisance, damage or disturbance to tenant, occupier or owner of any neighbouring property.
- 6.2.4 Use radio, telephone or any other sound producing equipment at a volume that can be expected to disturb neighbouring properties.
- 6.2.5 Do anything which may affect any insurance policy relating to the Premises, causing it to become void or voidable or cause any claim on it to be rejected or a premium being increased.
- 6.2.6 Keep or use any chemicals, flammable fluids, acids or other hazardous materials on the Premises except to the extent that they are required for the Permitted Use, or create a fire hazard.
- 6.2.7 Use any poisons or petrols or other like material for the purpose of line marking.
- 6.2.8 Place any sign on the exterior of the Premises or within the allocated reserve without the Licensors written consent.
- 6.2.9 Make any alteration or addition to the Premises without the Licensors written consent.
- 6.2.10 Install any fixtures or fittings without the Licensors written consent;
- 6.2.11 Install any permanent or temporary structure on any part of the Premises without the Licensors written consent.
- 6.2.12 Park a vehicle on the facility grass surface/s without the Licensors written consent.

- 6.2.13 Bring onto the Premises any object which by its nature or weight might cause damage to the Premises.
- 6.2.14 Interfere with any of the services or equipment in the Premises or in the Building except in an emergency,.
- 6.2.15 Sublet the Premises to any independent group or organisation without prior written permission from Council, e.g. parties, events, catering companies, etc.

7. LIABILITY AND INDEMNITY

- 7.1 The Licensee uses the Premises at its own risk and the Licensor accepts no responsibility for any loss or damage to the property of the Licensee.
- 7.2 The Licensee must take out public liability insurance in respect of its activities for an amount specified in Item 9 of Schedule 1 for any single event.
- 7.3 To the extent permitted by law, the Licensee releases the Licensor from any claim, action, damage, loss, liability, cost or expense which the Licensee suffers or incurs or is liable for (except to the extent that the act, omission, negligence, or default of the Licensor or the Licensor's agents, employees, licensees or contractors has caused or contributed to the claim, action, damage, loss, liability, cost or expense) in respect of:
 - 7.3.1 any loss or damage resulting from the Licensees use of the Premises; or
 - 7.3.2 the death of, or injury to, any person in the Premises.
- 7.4 The Licensee indemnifies the Licensor against any claim, action, loss, damage, cost, liability, expense or payment suffered or incurred by the Licensor in respect of:
 - 7.4.1 The use of the Premises by the Licensee to the extent that the claim, action, loss, damage, cost, liability, expense or payment is caused or contributed to by the negligence or default of the Licensee or the Licensees Agents; and
 - 7.4.2 Any default by the Licensee in performance of the terms, conditions and obligations set out in this licence.

8. DEFAULT AND TERMINATION

8.1 This licence may be terminated by the Licensor providing notice to the Licensee in the event that the Licensee:

8.1.1 Does not perform any other express or implied obligation of this licence within seven days of the receipt of written notice specifying the non-performance; and

8.1.2 becomes bankrupt, or if a company, liquidated or wound up.

8.2 This licence may be terminated at any time during the term by the Licensor or the Licensee giving 30 days notice in writing to the other.

8.3 Upon termination of this licence in accordance with clause 8.1 or 8.2 or at the end of the Licence Term:

8.3.1 The Licensee will be required to immediately vacate the premises and leave them in a clean and tidy condition taking into account their condition at the Commencement Date.

8.3.2 The Licensee shall remove all fixtures, fittings and any other property owned by the Licensee from the premises.

8.3.3 All amounts accrued or owing by the parties hereto will become immediately due and payable; and

8.3.4 Termination of this Licence under any circumstances will not abrogate, impair, release or extinguish any debt, obligation or liability that either of the parties to this Licence may have accrued including any such debt, obligation or liability which was the cause of termination or arose out of such cause.

9. REVIEW OF LICENCE FEE

The Licensor shall be entitled to review and adjust the Licence Fee during the Licence Term at the times and in the manner specified in Item 10 of Schedule 1.

10. LIQUOR

The Licensee shall not permit or allow the sale or consumption of liquor on the Premises without the written consent of the Licensor and obtaining all liquor licences as required by law.

All sporting clubs with liquor licences utilising Council venues are required to be involved in the Alcohol and Drug Foundation's Good Sports program.

Groups and clubs will only be permitted to hold the following liquor licence types: Bring Your Own (BYO), Limited, Temporary, Restricted Club or Renewable Limited Club Licence.

Licensees utilising Council reserves and facilities are not permitted to serve alcohol during Junior Only events or activities.

The Licensee shall abide by the *Latrobe City Liquor Accord*.

11. NOTICES

11.1 A notice given under this licence may be given:

- 11.1.1 By post.
- 11.1.2 By facsimile; or
- 11.1.3 By hand delivery.

to the party's last known address or registered office, or to the Licensee at the Premises.

11.2 Posted notices will be taken to have been received two days after posting unless proven otherwise; and

11.3 Notices delivered or sent by facsimile after 5.00pm will be taken to have been received at 9.00am on the next business day where it is received.

12. REPRESENTATIONS

This licence contains the entire agreement between the parties and any previous agreement; representation or warranty is replaced by this document and has no further effect.

13. OVER HOLDING AND ABANDONMENT

13.1 The Licensee shall not continue to use the Premises after the end of the License Term.

13.2 This License continues unless the Licensor:

- 13.2.1. Accepts a surrender of the Licence;
- 13.2.2. Notifies the Licensee in writing that the Licensor accepts the Licensees repudiation of the Licence;
- 13.2.3. Ends the Licence in accordance with clauses 8.1 or 8.2; or

13.2.4. Ends the Licence in accordance with the completion of the Licence Term.

14. GUARANTEE BY DIRECTORS OR PUBLIC OFFICER

In the event the Licensee is a corporation (as defined in the *Corporations Act 2001* (Cth)), or an incorporated association (as defined in the *Incorporation Association Act 1981* (Vic)) a director or public officer of such corporation or incorporated association as listed in Item 11 of Schedule 1, shall be required to sign this licence as guarantor(s), in consideration of the Licensor entering into this licence at the request of the guarantors, and the guarantors jointly and severally indemnify the Licensor against all loss resulting from the failure of the Licensee to perform its obligations under this licence and must pay on demand any amount which the Licensor is entitled to recover from the Licensee under the terms of this licence.

15. FLOODLIGHTS

Floodlights may only be used during the Allocated Period as set out in the Application Form that accompanies this License, and can only be utilised in accordance with the Permitted Use. Floodlights must be immediately turned off when matches and training programs have concluded and must not be left on or used for social functions conducted at the Premises without the prior written consent of the Licensor.

16. KEYS, LOCKS AND SECURITY

The Licensee is responsible for the security of the Premises during the Allocated Period and will be liable for the cost of any missing padlocks. Locks at the Premises are not to be changed and any Licensee found infringing this condition will be charged a fee of \$100.00 per lock/door.

Replacement or additional keys/Salto electronic locking system Fobs will be provided by the Licensor at the expense of the Licensee. The first ten keys/Salto electronic system Fobs will be allocated to each club free of charge. Additional keys will be charged to the Licensee at the actual cost of the key and Fobs at \$10.00 each.

17. HEALTH REGULATIONS

The Licensee shall not permit or allow the sale or consumption of any food on the Premises without the written consent of the Licensor and obtaining all appropriate licenses and permits as required by law.

18. HEALTHY SPORTING CLUBS AND ORGANISATIONS

Licensees are to achieve policy and program change by participating in the following healthy sporting programs:

- Healthy Choices Guidelines (food and drink), Department of Health.
- Good Sports Program, Alcohol and Drug Foundation.

19 INCIDENT AND MAINTENANCE REPORTING

The Licensee shall report to the Licensor any required Maintenance items to be carried out by the Licensor and any potential Health and Safety issues or accidents at the facility as soon as practical by:

- 19.1 Written correspondence by mail;
- 19.2 Written correspondence by email;
- 19.3 Telephoning the responsible Council officer.

20. CHILD SAFE STANDARDS

Licensees are required to comply with the Victorian Child Safe Standards and must be working towards implementing these standards within their organisation from 1 January 2017.

Licensees are to demonstrate to Latrobe City Council when requested, evidence of the implementation of the Child Safe Standards that will assist their organisation to:

- Prevent child abuse.
- Encourage the reporting of any abuse that does occur.
- Improve responses to any allegations of child abuse.

21. CHANGE OF VENUE/ACTIVITIES

The Licensor reserves the right to, with no less than twenty four hours verbal notice, instruct the Licensee not to access a grass surface for training and/or pre-season activities due to the on going management of the facility. The Licensor also reserves the right to, with no less than twenty four hours verbal notice, change the match playing or training (including pre-season activities) venue to make way for a Latrobe City supported/sponsored event. In all circumstances the Licensor will endeavour to provide appropriate alternate venues for the Licensee.

22. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, a panel, comprising a Latrobe City Council Councillor and the Latrobe City Council General Manager Infrastructure and Recreation, and the Presidents from two tenant clubs that do not utilise the same facility and who will be selected by a Latrobe City Council Councillor and the General Manager Infrastructure and Recreation, shall be convened to arbitrate on the dispute. The decision of the panel shall be final and conclusive. The panel will be chaired by the Latrobe City Council Councillor.

23. COUNCIL CONTACTS

Simon Clark, Coordinator Recreation Liaison – 5128 5422 (Office Hours)
Denise Whittaker, Acting Recreation Support Officer – 5128 5482 (Office Hours)
Building Maintenance – 0408 598 113 (After Hours)
Latrobe City Council – 1300 367 700 (Office Hours/After Hours)



SCHEDULE ONE

1. **Date of signing of Licence:** Date the online application is submitted.
2. **Licensor:** Latrobe City Council.
3. **Licensee:** Club or Organisation submitting online application.
4. **Reserve Name:** Reserve/Facility selected by Club or Organisation submitting the online application.
5. **Licence Fee (all fees include GST):**
 - Category A Facility - Senior Club \$3,153.80/Junior Club \$1,572.80
 - Category B Facility - Senior Club \$1,248.50/Junior Club \$754.80
 - Category C Facility - Senior Club \$332.70/Junior Club \$202.00
 - Hard Courts - \$104.00 (per court)
6. **Commencement Date:** 1 April 2019 to 30 September 2019.
7. **Licence Term:** 6 months.
8. **Permitted Use:** Sporting Activities and Club Social Activities.
9. **Public Liability Insurance Amount:** \$10,000,000 (minimum).
10. **Review of Licence Fee:** 2019/2020 Council Budget.
11. **Guarantors:** Name of any required Guarantors.

SCHEDULE TWO
Maintenance and Provision Responsibilities


	ITEM	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
1.	Heating/Air Conditioning Fixtures, Ceiling Fans, Hot Water Systems.	Payment of all gas and electricity accounts. Servicing and repairs to units.	Replacement due to fair wear and tear.
2.	Building Alterations	Determining and documenting the specific needs of the building relating to any requests to Licensor for building alterations.	Assessing all requests submitted and if approved by Latrobe City Council, ensuring satisfactory completion of work by the responsible parties.
3.	Curtains and Blinds	Regular cleaning and repair.	Replacement due to fair wear and tear.
4.	Ceilings	Repairs due to misuse by Licensee.	Major repair and/or replacements due to structural faults or age.
5.	Doors (including cupboard doors and door fittings)	Regular cleaning. Repair of doors if due to misuse or negligence by Licensee.	Replacement due to age or structural fault. Repairs on all external doors.
6.	Electrical wiring and fittings in buildings	Repair and replacement if due to misuse or negligence by Licensee.	All building wiring from main supply to and including the switchboard, power points, switches and light fittings.
7.	Fire Extinguishers	Fill when discharged through misuse.	Six monthly maintenance and inspections including essential safety measures recording and replacement due to age.
8.	Floor surfaces and coverings.	All regular cleaning and maintenance.	Replacement due to fair wear and tear.
9.	Glass	To keep clean and replace internal and external breakages.	To replace externally when breakage occurs due to vandalism only.
10.	Vandalism and Graffiti	Responsible for internal damages unless caused through a break in.	Responsible for external vandalism and graffiti removal.

11.	Security System	Purchase, installation, service and maintenance. To be compatible to Latrobe City Council's master key system.	No responsibility.
12.	Light Globes and Fittings (Buildings – External Security Lighting)	No responsibility.	Replace light globes and repair faulty fittings.
13.	Light globes and Fittings (Buildings - Internal)	Light globe replacement.	Repair faulty fittings.
14.	Plumbing and Fixtures	Cost of internal repairs due to misuse by Licensee, and any add-on fixtures not standard within the building.	Repair and renewal of all plumbing fixtures.
15.	Plumbing waste pipes, roof gutters and drains	Keep them clear of foreign objects, leaves, mud, weeds etc and clear if blocked by these materials.	General maintenance.
16.	Other Permanent Fixtures	Regular cleaning of all fixtures and repair/or replace if due to misuse or negligence by Licensee.	No responsibility.
17.	Hygiene	To keep all areas in a clean and hygienic state.	No responsibility.
18.	Painting	Internal painting if damaged due to misuse or negligence by Licensee.	Internal and external painting on as needed basis.
19.	Roofs	No responsibility.	All maintenance and repairs as required.
20.	Skylights	No responsibility.	All maintenance and repairs as required.

21.	Walls	Regular cleaning and repair if damaged due to misuse or negligence by Licensee of internal walls.	Structural maintenance.
22.	Building Exterior	No responsibility.	General maintenance.
23.	Food Handling areas and equipment	To comply with the relevant Health Acts and maintain such equipment required under the Health Act.	No responsibility.
24.	Paths of Entry and Exit	To be kept clear and clean at all times.	Safety inspections and recording as required by the Building Code of Australia.
25.	Telephones	Responsible for purchase, installation, utility costs, repairs and maintenance.	No responsibility.
26.	Australian Rules Goal Posts and Pads (including posts and nets behind goals), Soccer Goals and Nets, Netball Goal Posts and Nets, Hockey Goals and Nets, Tennis Nets, Tennis Net Handles and Poles, Long Jump Run Ups and Pits, Discus and Shot Put Concrete Bases, and all other club sporting equipment structures	All replacement, maintenance, inspections and repairs as required.	No responsibility.
27.	Time Keeper Box, Player Shelters, Coaches Boxes (that are not within a Council building) and Interchange Facilities	All maintenance and repairs as required.	Maintain and repair/replace Coaches Boxes that are within a Council building.
28.	Scoreboards	All maintenance, repairs and replacement as required.	No responsibility.

29.	Line Marking (grass surfaces)	All maintenance and repairs as required. Please note that the use of Round Up, petroleum oil or weed/grass killer is strictly prohibited.	No responsibility.
30.	Turf Wickets (including turf wicket area sprinklers).	All maintenance and repairs as required.	No responsibility.
31.	Concrete cricket wickets (not synthetic playing surfaces).	Replacement, repairs and maintenance.	No responsibility
32.	Synthetic cricket wickets playing surfaces.	Purchase, maintenance and replacement.	No responsibility
33.	Practice Cricket Wickets – wire mesh, concrete wicket and synthetic playing cover.	Purchase, maintenance and replacement.	No responsibility
34.	Light towers/poles, fittings and globes (practice and/or competition standard)	Total responsibility for purchase, installation, replacement, renewal (globes), utility costs, repairs and maintenance (unless under construction warranty).	Inspections and replacement of towers/poles (not fittings or globes) when required.
35.	Keys and Locks.	Responsible for replacement costs for keys/electronic tags issued by Latrobe City Council. Locks are not to be changed without Latrobe City Council's prior written approval.	Purchase, install and maintain all locks except padlocks. Issue facility keys at the licensor's expense and replace keys lost by the licensee at their expense.

36.	LP gas bottles and flammable substances	Clubs must ensure that these items are not stored inside a Latrobe City Council owned or managed building. LP Gas Bottles or flammable substances found inside Council owned or managed buildings may be removed and stored offsite until collected by clubs.	No responsibility.
37.	Flag Poles	All maintenance, inspections, replacement and repairs as required.	No responsibility.
38.	Pest Control	Responsible for pest control except for birds and possums in pavilions.	Responsible for the control of birds and possums in pavilions and rabbits on grass surfaces.
39.	Fridge/Freezers	Maintenance, repairs and replacement of Club owned units. Maintenance and repairs of Council owned units.	Replacement of Council owned units.
40.	Stoves/Ovens/Cook Tops/Rangehoods/Bain Marie	Maintenance, repairs and replacement of Club owned units (including hot dog cookers, pie warmers, etc). Maintenance and repairs of Council owned units.	Replacement of Council owned units.
41.	Bar Equipment	All maintenance, inspections, replacement and repairs as required.	No responsibility.

42.	Public Address Systems and sirens	All maintenance, inspections, replacement and repairs as required.	No responsibility.
43.	Facility Contents Insurance	Responsible for the provision of Contents Insurance, if deemed necessary by the club.	No responsibility.
44.	Sanitary Bins	No responsibility.	Sanitary bins provided and serviced in public toilet and change room areas at the request of the club.
45.	Electrical Double Adaptors  PROHIBITED	Clubs are advised that the use of the pictured style of electrical double adaptor in pavilions and recreation facilities is prohibited.	Clubs are advised to only use approved power boards that include safety mechanisms and surge protection components.
46.	Solar Energy Systems	Licensee has full responsibility to purchase, maintain, repair and replace of all components of any Solar Energy Systems at the facility. Please note: No systems are to be installed prior to Council permission.	No responsibility.
47.	Mobile Garbage Bins	Payment of additional mobile garbage bins and/or stands and servicing. Payment for portable mobile garbage bins and servicing.	Supply and servicing of mobile garbage bins and stands as allocated to that Reserve by Latrobe City Council Officers.
48.	Electrical Equipment – Test & Tag	Full responsibility for the Test & Tag of all club owned or allocated electrical appliances and	Full responsibility for the Test & Tag of all Latrobe City Council owned or allocated electrical appliances and equipment.

		equipment.	
49.	Cooking Oil Disposal	Full responsibility for the immediate disposal of full and empty drums of cooking oil from Latrobe City Council owned and managed premises.	No responsibility.
50.	Baseball pitch mounds, plates and diamond	Removal of all baseball infrastructure from reserve grass surfaces at the conclusion of each season.	No responsibility.
51.	Glass Doors and windows	Full responsibility for cleaning.	No responsibility.
52.	Hoses and sprinklers - above ground irrigation systems	Full responsibility for the purchase, maintenance, storage and use.	No responsibility.
53.	Portable soccer goals	Licensees must remove portable goals from playing surfaces during the off season.	No responsibility.
54.	Cricket sight screens	Full responsibility for the purchase, maintenance and storage.	No responsibility.

Please Note:

Latrobe City Council reserves the right to immediately correct any urgent maintenance defects that are the responsibility of resident clubs as per Schedule Two of this Licence and charge the costs of the works to the club without prior consultation.