



**SUSTAINABLE DEVELOPMENT
DIRECTORATE**

APPENDICES

Items: 12.2.1 – 12.2.3

ORDINARY COUNCIL MEETING

To Be Held

Wednesday, 28th of April 2021
Commencing at 5.00pm

At

Shire of Dardanup
ADMINISTRATION CENTRE EATON
1 Council Drive - EATON

This document is available in alternative formats such as:

- ~ Large Print
- ~ Electronic Format [disk or emailed]
Upon request.



Eaton Recreation Centre

And

South West Slammers

HIRE AGREEMENT

(F0138693)

This AGREEMENT is made

On the day of 20

BETWEEN

SHIRE OF DARDANUP of 1 Council Drive, Eaton

AND

SOUTH WEST SLAMMERS of PO Box 1644, Bunbury, WA, 6230.

RECITALS

This agreement is for the hire and use of the Eaton Recreation Centre for the period and conditions defined in this Hire Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this agreement as entered into by the Shire of Dardanup - Eaton Recreation Centre and South West Slammers.

SWS - means South West Slammers

NBL1 West – means National Basketball League 1 West

CEO – means the Chief Executive Officer of the Shire of Dardanup.

Council - means the Shire of Dardanup.

ERC - means the Eaton Recreation Centre and anything appurtenant thereto.

Venue - means the Eaton Recreation Centre.

Parties - means the Eaton Recreation Centre and South West Slammers - (including, WABL, Regional Carnival Games, Training, and Development Squads).

Fee - means the Schedule of Fees as at Appendix "A" herein.

Fixtures – means National Basketball League 1 West (NBL1 West) and Western Australia Basketball League (WABL) game night events.

Term - means the period of the agreement from the date signed to the expiration date of the agreement.

- 1.1 This agreement shall be interpreted so that it complies with all laws applicable in Western Australia. If any provision of this agreement does not comply with any law, then the provision must be read down so as to give as much effect as possible in compliance with any law. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the agreement.
- 1.2 Any changes or alterations to this agreement shall be in writing and signed by all parties.
- 1.3 Headings have been used in this agreement for ease of reference only and shall not affect the interpretation or construction of this agreement.

2. FIXTURES

- 2.1 ERC shall be the host venue for all home games for the National Basketball League 1 West (NBL1 West), WA Basketball League (WABL) and Regional Carnival fixtures when held in the Greater Bunbury area; however liaison will be required between parties to ensure the capability of the ERC to accommodate all fixtures along with any other existing venue bookings and fixtures. The ERC shall endeavor to give priority to SWS fixtures over other hirers and events at the venue.

3. RISK AND INDEMNITY

- 3.1 SWS shall ensure that all players, coaches and any other SWS representatives are covered by the applicable insurance including public liability, professional indemnity, accident and injury liability insurance whilst using the ERC.
- 3.2 SWS is to ensure that all instruction and coaching provided by their members or on behalf of the SWS is conducted by suitably qualified and competent individuals, and are to protect all parties from any claims of negligence of those individuals.
- 3.3 SWS are to provide, at the request of the Shire, a copy of all current relevant insurance policies
- 3.4 Whilst the ERC allows SWS to store equipment, memorabilia including trophies, pennants flags in the sports hall and display cabinet at the ERC, the ERC accepts no responsibility for any loss or damage whatsoever. It shall be the responsibility of SWS to manage and insure these items so displayed or stored.

4. PUBLIC LIABILITY

Council shall maintain an appropriate public liability insurance cover for the risks associated with the ERC, its staff and the operations of the ERC.

5. CONDITIONS

- 5.1 ERC reserves the right to continue to take bookings in unused sections of the venue while SWS training or games are being held during normal opening hours of the ERC (i.e. unused courts, Function Room, Meeting Room or Group Fitness Room, and Fitness Centre).
- 5.2 SWS shall be responsible for arranging all officials for its games and shall be responsible for the management of the games, umpires, coaches and players. SWS shall also provide First Aid qualified people to manage any injuries sustained during any training, practice or games.
- 5.3 ERC shall be responsible for the setup of the venue as per SWS requirements in relation to goals, timing and seating.

6. CONSENT – PLACEMENT OF SIGNAGE

- 6.1 SWS shall receive consent from the Manager Recreation Centre prior to installing any signage either on the interior or exterior of the ERC.
- 6.2 The ERC provides a free allocation of signage space on the northern wall above the centre court for the placement of SWS major sponsor's promotional signage. The signs are to be no larger than 2400mm x 2400mm with the placement, design and layout of the sign being approved by the Manager Recreation Centre prior to installation. All costs associated with the installation, maintenance/upkeep and removal of any SWS sign shall be borne by the SWS.

7. TERM OF AGREEMENT

- 7.1 This agreement shall commence on the date as signed by both parties and shall cease on the 31st October 2025 or as otherwise agreed by both parties.

8. CONTACT DETAILS

- 8.1 SWS shall ensure that the ERC is always provided with the most current contact details for the SWS authorised representatives including which SWS authorised representative is to be contacted for any emergency situations that may occur.

9. ENTRY FEES

- 9.1 SWS shall be responsible for managing and collection of any entry fees that is charged for any person to enter the venue for any SWS fixtures.
- 9.2 SWS shall provide ERC with a monthly report detailing statistics on the number of spectators for every SWS fixture.

10. LIQUOR LICENCE

- 10.1 SWS shall be responsible for applying for, complying with and paying for any costs associated with obtaining and servicing a Liquor Licences for their fixtures. Completion of the Shire of Dardanup Form 50 including a list of dates covering fixtures, for which a liquor license is to be obtained, shall be submitted to the CEO for approval. This approval is required to accompany any Liquor Licensing Application submitted by SWS to the Department that administers the *Liquor Control Act 1988*, *Liquor Licensing Act 1988* and Regulations.
- 10.2 SWS shall ensure that the service of alcohol shall be in compliance with any Liquor Licence as obtained by SWS. Any alcohol shall be managed by licensed and qualified personnel suitably qualified in the Responsible Service of Alcohol and compliant with *Liquor Control Act 1988*, *Liquor Licensing Act 1988* and Regulations together with any State and Council alcohol management guidelines and policies.
- 10.3 In compliance with any Liquor Licence, a designated Liquor License area shall be established, managed and maintained by SWS with approval of the CEO. SWS shall ensure that no alcohol shall be consumed outside the designated Liquor Licence area. If required, SWS shall be responsible for the employment of qualified and licensed security guards to manage the security of the designated Liquor Licence area and any other areas as agreed with between the parties.

11. VENUE CONDITION

- 11.1 The ERC shall ensure that the venue is maintained in a clean and safe state for all SWS fixtures.
- 11.2 SWS shall be responsible for the setup and clearing away of all equipment used or pertinent to their fixtures and ensure that any rubbish generated from their fixtures is collected and disposed of appropriately.
- 11.3 ERC shall ensure that the courts are cleaned and scrubbed after fixtures where the fixtures are “back to back” in other words consecutive games on consecutive days.

12. COURT ALLOCATION

- 12.1 For the term of the agreement, the ERC shall provide (first right of refusal) court allocations for SWS game fixtures as agreed between both parties.
- 12.2 In consultation with the ERC, SWS shall review their bookings on an annual basis and shall provide the ERC with their requests for game fixtures, training and development at least three (3) months prior to the commencement of their season.
- 12.3 In consultation with SWS, the ERC shall endeavor to provide a fair allocation of court bookings for training and development to accommodate SWS along with existing user group venue bookings and fixtures, and community use.

13. OFFICE AND STORAGE USE

- 13.1 The use of a meeting room, an office and storage area 1 (Store 1) shall be provided free of charge to SWS for the duration of the agreement for business purposes and the storage of SWS equipment associated with their use of the ERC.
- 13.2 Any SWS equipment items such as fridges that are stored are to be turned off and disconnected from power when not in use for prolonged periods of time i.e. between seasonal fixtures for safety reasons and to reduce electricity consumption.
- 13.3 The use of meeting rooms, office areas and storage areas may not be for the exclusive use of SWS and Council reserves the right to also allow other organisations the use of the meeting rooms, office and storage areas.
- 13.4 Prior consultation shall occur between the Manager Recreation Centre and SWS to determine the terms and conditions relating to the use of the office and storage area by other organisations.
- 13.5 SWS shall be responsible for the cleaning of the office and storage and shall ensure that the office and storage areas are clean, tidy and items stored safely at all times.
- 13.6 SWS shall be responsible for any costs associated with the use of the office area including any telephone/data connections and any other charges associated with SWS use of the office.

14. DISPLAY OF PROMOTIONAL MATERIALS AND MEMORABILIA

- 14.1 The ERC provides a display cabinet where SWS trophies, pennants, photographs and other memorabilia can be housed.
- 14.2 Pennants are permitted to be hung on the northern wall, west court of the ERC.
- 14.3 In consultation with the SWS, the Manager Recreation Centre shall determine the amount of promotional items and memorabilia that can be displayed.

14.4 It shall be the responsibility of SWS to install, maintain and insure any items that are displayed by the SWS.

14.5 The Council and ERC shall not be liable to any maintenance, loss or damage caused to any SWS promotional material or memorabilia that is displayed at the ERC.

15. PAYMENT OF FEES AND CHARGES

15.1 The payment for fees and charges for the use of the venue as per Appendix “A” shall be in accordance with the following:

15.1.1 Training and Development Court Hire (as per Appendix “A”, herein) – Charged monthly in arrears via Council invoice to SWS; and

15.1.2 NBL1 West, WABL, Regional Carnival Fixtures – Paid within 14 days of the date of a Council invoice; and

15.1.3 Any default of payment contrary to Councils normal financial management terms and conditions may result in the cancellation of SWS fixtures/bookings, suspension or termination of this agreement and the commencement of action for the recovery of any debt as owed to the Council.

16. CANCELLATION

16.1 Council will not be responsible for the interruption, cancellation or alterations to bookings due to circumstances beyond its reasonable control;

16.2 Council will not be liable for any costs related whatsoever to the interruption, cancellation or alterations to bookings due to circumstances beyond its reasonable control;

16.3 Council reserves the right to interrupt, cancel, alter or withhold bookings of the venue if necessary or due to circumstances beyond its reasonable control;

16.4 SWS shall provide Council with at least 14 days prior written notice via the Shire of Dardanup Form 51 if SWS intends to alter or cancel any bookings for the hire of the ERC;

16.5 SWS shall provide Manager Recreation Centre with information in relation to alteration or cancellation of any bookings for the hire of the ERC that have less than 14 day’s notice with Manager Recreation Centre determining if any relevant fees shall apply.

16.6 No fee shall be applicable for any booking alterations or cancellations with more than 14 days prior written notice unless otherwise determined by the Manager Recreation Centre in consultation with SWS.

EXECUTION

**SIGNED FOR AND ON BEHALF OF
THE SHIRE OF DARDANUP**

Name: Mr André Schönfeldt Date _____

Position Held: Chief Executive Officer

Witness Name _____ Date _____

(Witness Signature)

**SIGNED FOR AND ON BEHALF OF
SOUTH WEST SLAMMERS**

Name: _____ Date _____

Position Held: _____

Witness Name: _____ Date _____

(Witness Signature)

APPENDIX “A”**FEE STRUCTURE****1. WABL, REGIONAL CARNIVALS AND SLAMMERS HOME FIXTURES**

For the exclusive use of the ERC stadium for WABL, Regional Carnivals and for SWS home game fixtures, stadium hire fees shall be charged at a fixed rate of \$108 per hour (exclusive of GST) based on the off-peak not-for-profit rate of \$36 per court. This fee will be adjusted annually as per Council’s Schedule of Fees and Charges.

The stadium hire fees shall incorporate the setup and use of all three courts, grandstand hire, competition event package (score benches with two seats, two low benches, court seating of up to 130 chairs, and coordinators counter), hire of up to 5 trestle tables, any ERC owned timing equipment, and any other ERC items or equipment as agreed between the Manager Recreation Centre and SWS.

The Shire will staff ERC with a minimum three staff members, including Centre Supervision and the café to allow the serving of food and beverage. All abovementioned costs include set up and cleaning in accordance with clause 11 of this agreement.

2. COURT HIRE

Court hire fees for the use of the courts for the purposes of training, development and any other use, excluding fixtures as per 1 above, shall be charged as follows:

- Peak times: at an hourly rate of \$42.50 per court, being the equivalent of the average hire fee of the not-for-profit off-peak and peak rate per court. This fee will be adjusted annually as per Council’s Schedule of Fees and Charges.
- Off-peak times: at an hourly rate of \$36 per court, based on the off-peak not-for-profit rate. This fee will be adjusted annually as per the Council’s Schedule of Fees and Charges.

The hire of courts outside of normal ERC operating hours may be available subject to availability and negotiations with the Manager Recreation Centre. Any hire of courts outside of normal ERC operating hours shall be charged at the applicable After Hours Centre Supervisor charges as per Council’s Schedule of Fees and Charges.

3. CASUAL SHOTS

The hire of courts for casual shots for SWS players shall be free of charge for SWS players only. The use of courts for casual use by SWS players will only be accommodated if the courts are free for casual shots.

The use of courts for any other purpose other than for casual shots will require SWS and/or SWS players to hire courts as per clause 2.

4. FITNESS CENTRE MEMBERSHIP

Four (4) six-month gym-only memberships will be provided at no cost to four SWS players as selected by SWS, at a total value of \$1,810.80.

SWS players under the age of 16 must be accompanied by a parent/guardian or coach at all times whilst using the Fitness Centre and SWS players under the age of 18 must have parent/guardian consent forms completed prior to joining as a member.

6. ADDITIONAL SERVICES

Other areas within the ERC including Group Fitness, Fitness Centre, and Crèche are available for hire as required. Hire fees shall be charged for the use of any additional areas and shall be charged as per the Council's Schedule of Fees and Charges at the not-for-profit rate.

Additional fees may apply as per Council's Schedule of Fees and Charges if the provision of any services is required outside of ERC normal operating hours. The ERC does not operate on public holidays and therefore any public holidays will be excluded from the provision of any services unless otherwise approved by the Manager Recreation Centre.

Bookings for other areas within the ERC shall only be confirmed via a formal booking that has been authorised by SWS personnel and provided to ERC Team Leader Sports and Venue.

7. INCREASES TO FEES

Council determines and sets its fees and charges annually and therefore Council reserves the right to increase any of the fees and charges as stated in this agreement (APPENDIX "A"). Council shall notify SWS of any potential fees and charges increases at least 14 days prior to any increase in fees or charges.



Eaton Recreation Centre

And

ECU South West Jets

HIRE AGREEMENT

(F0138693)?

This AGREEMENT is made

On the day of 20

BETWEEN

SHIRE OF DARDANUP of 1 Council Drive, Eaton

AND

ECU SOUTH WEST JETS of PO Box 520, Bunbury, WA, 6231.

RECITALS

This agreement is for the hire and use of the Eaton Recreation Centre for the period and conditions defined in this Hire Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this agreement as entered into by the Shire of Dardanup - Eaton Recreation Centre and ECU South West Jets.

SWJ - means ECU South West Jets

NWA – means Netball WA

SWNWA – means South West Netball WA

SWFNL – means South West Netball Football League

CEO – means the Chief Executive Officer of the Shire of Dardanup.

Council - means the Shire of Dardanup.

ERC - means the Eaton Recreation Centre and anything appurtenant thereto.

Venue - means the Eaton Recreation Centre.

Parties - means the Eaton Recreation Centre and ECU South West Jets - (including, Netball WA, Regional Carnival Games, Training, and Development Squads).

Fee - means the Schedule of Fees as at Appendix "A" herein.

Fixtures – means Netball WA (NWA) game night events.

Term - means the period of the agreement from the date signed to the expiration date of the agreement.

- 1.1 This agreement shall be interpreted so that it complies with all laws applicable in Western Australia. If any provision of this agreement does not comply with any law, then the provision must be read down so as to give as much effect as possible in compliance with any law. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the agreement.
- 1.2 Any changes or alterations to this agreement shall be in writing and signed by all parties.
- 1.3 Headings have been used in this agreement for ease of reference only and shall not affect the interpretation or construction of this agreement.

2. FIXTURES

- 2.1 ERC shall be the host venue for all home games for the ECU South West Jets (SWJ), Netball WA and Regional Carnival fixtures when held in the Greater Bunbury area; however liaison will be required between parties to ensure the capability of the ERC to accommodate all fixtures along with any other existing venue bookings and fixtures. The ERC shall endeavor to give priority to SWJ fixtures over other hirers and events at the venue.

3. RISK AND INDEMNITY

- 3.1 SWJ shall ensure that all players, coaches and any other SWJ representatives are covered by the applicable insurance including public liability, professional indemnity, accident and injury liability insurance whilst using the ERC.
- 3.2 SWJ is to ensure that all instruction and coaching provided by their members or on behalf of the SWJ is conducted by suitably qualified and competent individuals, and are to protect all parties from any claims of negligence of those individuals.
- 3.3 SWJ are to provide, at the request of the Shire, a copy of all current relevant insurance policies
- 3.4 Whilst the ERC allows SWJ to store equipment, memorabilia and display cabinet at the ERC, the ERC accepts no responsibility for any loss or damage whatsoever. It shall be the responsibility of SWJ to manage and insure these items so displayed or stored.

4. PUBLIC LIABILITY

Council shall maintain an appropriate public liability insurance cover for the risks associated with the ERC, its staff and the operations of the ERC.

5. CONDITIONS

- 5.1 ERC reserves the right to continue to take bookings in unused sections of the venue while SWJ training or games are being held during normal opening hours of the ERC (i.e. unused courts, Function Room, Meeting Room or Group Fitness Room, and Fitness Centre).
- 5.2 SWJ shall be responsible for arranging all officials for its games and shall be responsible for the management of the games, umpires, coaches and players. SWJ shall also provide First Aid qualified people to manage any injuries sustained during any training, practice or games.
- 5.3 ERC shall be responsible for the setup of the venue as per SWJ requirements in relation to netball poles, benches, timing and seating.

6. CONSENT – PLACEMENT OF SIGNAGE

- 6.1 SWJ shall receive consent from the Manager Recreation Centre prior to installing any signage either on the interior or exterior of the ERC.
- 6.2 The ERC provides a free allocation of signage space on the northern wall above the centre court for the placement of SWJ major sponsor's promotional signage. The signs are to be no larger than 2400mm x 2400mm with the placement, design and layout of the sign being approved by the Manager Recreation Centre prior to installation. All costs associated with the installation, maintenance/upkeep and removal of any SWJ sign shall be borne by the SWJ.

7. TERM OF AGREEMENT

- 7.1 This agreement shall commence on the date as signed by both parties and shall cease on the 31st October 2025 or as otherwise agreed by both parties.

8. CONTACT DETAILS

- 8.1 SWJ shall ensure that the ERC is always provided with the most current contact details for the SWJ authorised representatives including which SWJ authorised representative is to be contacted for any emergency situations that may occur.

9. ENTRY FEES

- 9.1 SWJ shall be responsible for managing and collection of any entry fees that is charged for any person to enter the venue for any SWJ fixtures.
- 9.2 SWJ shall provide ERC with a monthly report detailing statistics on the number of spectators for every SWJ fixture.

10. LIQUOR LICENCE

- 10.1 SWJ shall be responsible for applying for, complying with and paying for any costs associated with obtaining and servicing a Liquor Licences for their fixtures. Completion of the Shire of Dardanup Form 50 including a list of dates covering fixtures, for which a liquor license is to be obtained, shall be submitted to the CEO for approval. This approval is required to accompany any Liquor Licensing Application submitted by SWS to the Department that administers the *Liquor Control Act 1988*, *Liquor Licensing Act 1988* and Regulations.
- 10.2 SWJ shall ensure that the service of alcohol shall be in compliance with any Liquor License as obtained by SWJ. Any alcohol shall be managed by licensed and qualified personnel suitably qualified in the Responsible Service of Alcohol and compliant with *Liquor Control Act 1988*, *Liquor Licensing Act 1988* and Regulations together with any State and Council alcohol management guidelines and policies.
- 10.3 In compliance with any Liquor License, a designated Liquor License area shall be established, managed and maintained by SWJ with approval of the CEO. SWJ shall ensure that no alcohol shall be consumed outside the designated Liquor License area. If required, SWJ shall be responsible for the employment of qualified and licensed security guards to manage the security of the designated Liquor License area and any other areas as agreed with between the parties.

11. VENUE CONDITION

- 11.1 The ERC shall ensure that the venue is maintained in a clean and safe state for all SWJ fixtures.
- 11.2 SWJ shall be responsible for the setup and clearing away of all equipment used or pertinent to their fixtures and ensure that any rubbish generated from their fixtures is collected and disposed of appropriately.
- 11.3 ERC shall ensure that the courts are cleaned and scrubbed after fixtures where the fixtures are “back to back” in other words consecutive games on consecutive days.

12. COURT ALLOCATION

- 12.1 For the term of the agreement, the ERC shall provide (first right of refusal) court allocations for SWJ game fixtures as agreed between both parties.
- 12.2 In consultation with the ERC, SWJ shall review their bookings on an annual basis and shall provide the ERC with their requests for game fixtures, training and development at least three (3) months prior to the commencement of their season.
- 12.3 In consultation with SWJ, the ERC shall endeavor to provide a fair allocation of court bookings for training and development to accommodate SWJ along with existing user group venue bookings and fixtures, and community use.

13. OFFICE AND STORAGE USE

- 13.1 The use of a meeting room and storage area 2 (Store 2) shall be provided free of charge to SWJ for the duration of the agreement for business purposes and the storage of SWJ equipment associated with their use of the ERC.
- 13.2 The use of meeting rooms and storage areas may not be for the exclusive use of SWJ and Council reserves the right to also allow other organisations the use of the meeting rooms and storage areas.
- 13.3 Prior consultation shall occur between the Manager Recreation Centre and SWJ to determine the terms and conditions relating to the use of the storage area by other organisations.
- 13.4 SWJ shall be responsible for the cleaning of the storage and shall ensure that the storage area is clean, tidy and items stored safely at all times.

14. DISPLAY OF PROMOTIONAL MATERIALS AND MEMORABILIA

- 14.1 The ERC provides a display cabinet where SWJ trophies, pennants, photographs and other memorabilia can be housed.
- 14.2 In consultation with the SWJ, the Manager Recreation Centre shall determine the amount of promotional items and memorabilia that can be displayed.
- 14.3 It shall be the responsibility of SWJ to install, maintain and insure any items that are displayed by the SWJ.
- 14.4 The Council and ERC shall not be liable to any maintenance, loss or damage caused to any SWJ promotional material or memorabilia that is displayed at the ERC.

15. PAYMENT OF FEES AND CHARGES

15.1 The payment for fees and charges for the use of the venue as per Appendix “A” shall be in accordance with the following:

15.1.1 Training and Development Court Hire (as per Appendix “A”, herein) – Charged monthly in arrears via Council invoice to SWJ; and

15.1.2 NWA, SWNWA Regional Carnival Fixtures – Paid within 14 days of the date of a Council invoice; and

15.1.3 Any default of payment contrary to Councils normal financial management terms and conditions may result in the cancellation of SWJ fixtures/bookings, suspension or termination of this agreement and the commencement of action for the recovery of any debt as owed to the Council.

16. CANCELLATION

16.1 Council will not be responsible for the interruption, cancellation or alterations to bookings due to circumstances beyond its reasonable control;

16.2 Council will not be liable for any costs related whatsoever to the interruption, cancellation or alterations to bookings due to circumstances beyond its reasonable control;

16.3 Council reserves the right to interrupt, cancel, alter or withhold bookings of the venue if necessary or due to circumstances beyond its reasonable control;

16.4 SWJ shall provide Council with at least 14 days prior written notice via the Shire of Dardanup Form 51 if SWJ intends to alter or cancel any bookings for the hire of the ERC;

16.5 SWJ shall provide Manager Recreation Centre with information in relation to alteration or cancellation of any bookings for the hire of the ERC that have less than 14 day’s notice with Manager Recreation Centre determining if any relevant fees shall apply.

16.6 No fee shall be applicable for any booking alterations or cancellations with more than 14 days prior written notice unless otherwise determined by the Manager Recreation Centre in consultation with SWJ.

EXECUTION

**SIGNED FOR AND ON BEHALF OF
THE SHIRE OF DARDANUP**

Name: Mr André Schönfeldt Date _____

Position Held: Chief Executive Officer

Witness Name _____ Date _____

(Witness Signature)

**SIGNED FOR AND ON BEHALF OF
SOUTH WEST SLAMMERS**

Name: _____ Date _____

Position Held: _____

Witness Name: _____ Date _____

(Witness Signature)

APPENDIX “A”**FEE STRUCTURE****1. NETBALL WA, REGIONAL CARNIVALS AND ECU SOUTH WEST JETS HOME FIXTURES**

For the exclusive use of the ERC stadium for NWA, Regional Carnivals and for SWJ home game fixtures, stadium hire fees shall be charged at a fixed rate of \$108 per hour (exclusive of GST) based on the off-peak not-for-profit rate of \$36 per court. This fee will be adjusted annually as per Council’s Schedule of Fees and Charges.

The stadium hire fees shall incorporate the setup and use of all three courts, grandstand hire, competition event package (score benches with two seats, two low benches, court seating of up to 130 chairs, and coordinators counter), hire of up to 5 trestle tables, any ERC owned timing equipment, and any other ERC items or equipment as agreed between the Manager Recreation Centre and SWJ.

The Shire will staff ERC with a minimum three staff members, including Centre Supervision and the café to allow the serving of food and beverage. All abovementioned costs include set up and cleaning in accordance with clause 11 of this agreement.

2. COURT HIRE

Court hire fees for the use of the courts for the purposes of training, development and any other use, excluding fixtures as per 1 above, shall be charged as follows:

- Peak times: at an hourly rate of \$42.50 per court, being the equivalent of the average hire fee of the not-for-profit off-peak and peak rate per court. This fee will be adjusted annually as per Council’s Schedule of Fees and Charges.
- Off-peak times: at an hourly rate of \$36 per court, based on the off-peak not-for-profit rate. This fee will be adjusted annually as per the Council’s Schedule of Fees and Charges.

The hire of courts outside of normal ERC operating hours may be available subject to availability and negotiations with the Manager Recreation Centre. Any hire of courts outside of normal ERC operating hours shall be charged at the applicable After Hours Centre Supervisor charges as per Council’s Schedule of Fees and Charges.

3. ADDITIONAL SERVICES

Other areas within the ERC including Group Fitness, Fitness Centre, and Crèche are available for hire as required. Hire fees shall be charged for the use of any additional areas and shall be charged as per the Council’s Schedule of Fees and Charges at the not-for-profit rate.

Additional fees may apply as per Council’s Schedule of Fees and Charges if the provision of any services is required outside of ERC normal operating hours. The ERC does not operate on public holidays and therefore any public holidays will be excluded from the provision of any services unless otherwise approved by the Manager Recreation Centre.

Bookings for other areas within the ERC shall only be confirmed via a formal booking that has been authorised by SWJ personnel and provided to ERC Team Leader Sports and Venue.

4. INCREASES TO FEES

Council determines and sets its fees and charges annually and therefore Council reserves the right to increase any of the fees and charges as stated in this agreement (APPENDIX “A”). Council shall notify SWJ of any potential fees and charges increases at least 14 days prior to any increase in fees or charges.

(Appendix ORD: 12.2.1C)

RISK ASSESSMENT TOOL									
OVERALL RISK EVENT:		Hire Agreements for Use of the Eaton Recreation Centre							
RISK THEME PROFILE:		10 - Management of Facilities, Venues and Events							
RISK ASSESSMENT CONTEXT:		Operational							
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL			RESIDUAL RISK RATING
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING	
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	There is the potential for minor loss of ERC income due to hire use contained within the agreements.	Minor (2)	Likely (4)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
REPUTATIONAL	Given that the two key stakeholders have been based at the ERC for a number of years then there is the potential for an adverse reaction from not only the stakeholders but also the community if the agreements are not supported.	Moderate (3)	Possible (3)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.

(Appendix ORD: 12.2.2A)

Part 4

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4 Respondent's Offer

A

4.1 Offer Form

THE CHIEF EXECUTIVE OFFICER
SHIRE OF DARDANUP
PO BOX 7016
1 COUNCIL DRIVE, EATON, WA 6232

I/We

Name: [BLOCK LETTERS] *CMD TRADING PTY LTD*

Address: *25 MANCHESTER ST. MILE END SOUTH 5031*

ABN/GST Status: *12097114791 / YES* ACN (if any):

Telephone No: *08 8352 2288* Facsimile No: *08 8352 7053*

Email: *acromat@acromat.com.au*

In response to Request for Quotation (RFQ) QUO-F0210004 – Grandstand Works and Services


I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions contained in this Request signed and completed.

The responded price is valid up to ninety (90) calendar days from the date of the RFQ closing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Response irrespective of its outcome.

The consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this RFQ.

Dated this 7th day of APRIL 2021

Signature of authorised Signatory of Respondent:	
Name of Authorised Signatory	<i>CRAIG OTTO</i>
Position:	<i>MANAGING DIRECTOR</i>
Telephone:	<i>08 8352 2288</i>
Postal Address:	<i>25 MANCHESTER ST. MILE END SOUTH</i>
Email Address:	<i>acromat@acromat.com.au SA 5031</i>

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Part 4

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4.2 Selection Criteria

4.2.1 Compliance Criteria

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
<p>a) Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFQ including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.</p>	<p><input checked="" type="radio"/> Yes / No</p>
<p>b) Risk Assessment</p> <p>Respondents must address the following information in an attachment and label it "Risk Assessment":</p> <p>i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i></p> <p>ii) <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i></p> <p>iii) <i>Provide the organisations directors/company owners and any other positions held with other organisations.</i></p> <p>iv) <i>Provide a summary of the number of years your organisation has been in business.</i></p> <p>v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i></p> <p>vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i></p> <p>vii) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i></p> <p>viii) <i>Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i></p>	<p><input checked="" type="radio"/> Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p> <p>See Attached</p> <p>See Attached</p> <p>See Attached</p> <p>No</p> <p>No</p> <p>No</p>

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<p>ix) Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</p>	<p>Yes / <input checked="" type="radio"/> No</p>
<p>x) Are you presently able to pay all your debts in full as and when they fall due?</p>	<p>YES</p>
<p>xi) Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</p>	<p>No</p>
<p>xii) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</p>	
<p>c) The insurance requirements for this Request for Quotation are stipulated in Part 4.3 of the RFQ. Respondents are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If a Respondent holds "umbrella Insurance", please ensure a breakdown of the required insurances are provided.</p>	<p>Yes</p>

4.3 Insurances

Contractors are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled "Insurance Coverage". A copy of the Certificate of Currency is to be provided to the Principal within 10 days of acceptance.				"Insurance Coverage"	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability	Liberty Specialty Mkts	54-CAS-20-431605	25,000,000	1/8/21	
Professional Indemnity	Vero	LPP 010011388	5,000,000	1/8/21	
Workers Compensation	Allianz	WWH 0069780	-	25/2/22	

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4.3.1 Qualitative Criteria

Before responding to the following Qualitative Criteria, Respondents must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Response;
- b) Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Respondents are to provide full details for any claims, statements or examples used to address the Qualitative Criteria; and
- d) Respondents are to address each issue outlined within a Qualitative Criterion.

<p>A. Relevant Experience</p> <p>Describe your experience in completing/supplying similar Requirements.</p> <p>Respondents must, as a minimum, address the following information in an attachment and label it “Relevant Experience”:</p> <ol style="list-style-type: none"> a) <i>Provide details of similar work.</i> b) <i>Provide scope of the Respondent’s involvement including details of outcomes.</i> c) <i>Demonstrate competency and proven track record of achieving outcomes.</i> 	<p>Weighting</p> <p>10%</p>	
<p>B. Key Personnel Skills and Experience</p> <p>Respondents should provide as a minimum information of proposed personnel to be allocated to this project, such as:</p> <ol style="list-style-type: none"> a) <i>Their role in the performance of the Contract.</i> b) <i>Membership to any professional or business associations.</i> c) <i>Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement.</i> d) <i>Any additional information.</i> <p>Supply any other relevant details in an attachment and label it “Key Personnel Skills and Experience”.</p>	<p>“Relevant Experience”</p>	<p>Tick if attached</p> <p><input checked="" type="checkbox"/></p>
	<p>Weighting</p> <p>10%</p>	
	<p>“Key Personnel”</p>	<p>Tick if attached</p> <p><input checked="" type="checkbox"/></p>

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<p>C. Respondent's Resources</p> <p>Respondents should demonstrate their ability to supply and sustain the necessary:</p> <ul style="list-style-type: none"> a) <i>Plant, equipment and materials.</i> b) <i>Any contingency measures or backup of resources including personnel (where applicable).</i> <p>As a minimum, Respondents should provide a current commitment schedule and plant/equipment schedule in an attachment and label it "Respondent's Resources".</p>	<p style="text-align: center;">Weighting</p> <p style="text-align: center;">5%</p>	
	<p>"Respondent's Resources"</p>	<p>Tick if attached</p> <p style="text-align: center;"><input checked="" type="checkbox"/></p>
<p>D. Demonstrated Understanding</p> <p>Respondents should detail the process they intend to use to achieve the Requirements of the Specification.</p> <p>Areas you may wish to cover include:</p> <ul style="list-style-type: none"> a) <i>A project schedule/timeline (where applicable).</i> b) <i>The process for the delivery of the Goods/Services.</i> c) <i>Training processes (if required).</i> d) <i>Demonstrated understanding of the Scope of Work.</i> <p>Supply details and provide an outline of your proposed methodology in an attachment labelled "Demonstrated Understanding".</p>	<p style="text-align: center;">Weighting</p> <p style="text-align: center;">5%</p>	
	<p>"Demonstrated Understanding"</p>	<p>Tick if attached</p> <p style="text-align: center;"><input checked="" type="checkbox"/></p>
<p>E. Sustainability</p> <p>Attach a document of maximum 2 A4 pages in length that addresses the following (half page summary for each criterion) and label it "Sustainability".</p> <ul style="list-style-type: none"> a) Environmental Management <p>Provide commentary on how your organisation and the solutions being offered minimise its impact on the environment. This may include any environmental standards (such as policies, procedures, environmental management systems) as well as actions taken (such as recycling, carbon neutral activities, energy efficiency, technologies implemented, product design and behaviour change initiatives).</p> <ul style="list-style-type: none"> b) Ethical Leadership and Supply Chain Practice <p>Comment on any assessment of ethical leadership in your supply chain and contracted parties. This may include human rights impacts in the sourcing</p>	<p style="text-align: center;">Weighting</p> <p style="text-align: center;">5%</p>	
	<p>"Sustainability"</p>	<p>Tick if attached</p> <p style="text-align: center;"><input checked="" type="checkbox"/></p>

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and transit of raw materials and supply chain transparency (tracing key products and materials to ensure ethical sourcing).

c) Community Participation and Benefits

Provide commentary on initiatives to support Aboriginal Business and indigenous community, local trade support, Australian manufacturing, and community benefit (eg. Corporate philanthropy or employment development programs for Corporate Social Responsibility such as disability enterprise or special needs).

d) Workplace Practices

Provide commentary on how your organisation ensures its staff are treated fairly and their safety assured. This may include non-discrimination (equal opportunity policies and diversity programs), fair remuneration, working hours, and regular employment (versus use of casual and temporary staff). This may also include Employer of Choice initiatives and safe work methods.

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4.4 Price Information

Respondents must complete the following "Price Schedule". Before completing the Price Schedule, Respondents should ensure they have read this entire Request for Quotation.

4.4.1 Price Schedule

No	Service Description	Tender Unit	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1	Service Seating Units		2500-	25%	2750.00
2	Remove and Replace Wheels,		24,753.60	2475.36	27,228.96
3	Bearings and Pins to all units				
4					

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RISK ASSESSMENT TOOL									
OVERALL RISK EVENT:		Refurbishment of ERC Retractable Grandstand Units							
RISK THEME PROFILE:		1 - Asset Sustainability Practices							
10 - Management of Facilities, Venues and Events									
RISK ASSESSMENT CONTEXT:		Operational							
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		RESIDUAL RISK RATING	
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD		
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	
FINANCIAL IMPACT	There is the potential for loss of ERC income due to the units not being operational for key events and or cost for ongoing maintenance of the units.	Moderate (3)	Likely (4)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	
SERVICE INTERRUPTION	Grandstand units are utilised for key service use at ERC and could cause interruption to service delivery if matter is not addressed.	Moderate (3)	Likely (4)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	
LEGAL AND COMPLIANCE	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	
REPUTATIONAL	The ERC is the only recreation centre in the South West who has retractable grandstand seating which provides the Shire with an advantage in relation to key usage and failure to address the matter could result in unrest from key stakeholders and the community.	Moderate (3)	Possible (3)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	

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CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.

RISK ASSESSMENT TOOL									
OVERALL RISK EVENT:		Bushfire Advisory Committee Meeting – Change in Meeting Date							
RISK THEME PROFILE:		3 - Failure to Fulfil Compliance Requirements (Statutory, Regulatory)							
2 - Business and Community Disruption									
RISK ASSESSMENT CONTEXT:		Operational							
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL			RESIDUAL RISK RATING
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD		
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	Non-compliance with meeting procedures could lead to penalties being imposed on the Shire.	Moderate (3)	Unlikely (2)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	Not required.
REPUTATIONAL	Non-compliance will impact on the Shire's business reputation.	Moderate (3)	Unlikely (2)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.

