

Seasonal Agreement



There are some hard words in this form. The hard words are in blue. You can read what they mean on page 6.

Applicant Details:

Club name:				
Person responsible:				
Postal address:			Postcode	
Phone number: Home:	Work:	Mobile:		
Email address:			Fax:	

Facility or Premises Details:

Committee of Management name:				
Person responsible:				
Phone number: Home:	Work:	Mobile:		
Email address:			Fax:	
Address:				
			Postcode	
Please outline the land and building in red on the attached site plan.				
What will you be using the land and building for? _____				

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Seasonal Agreement



Agreement:

This agreement is in relation to _____

What days and times will the Club have use of the premises?

Date: ____/____/____	Time: From ____ ☐ am ☐ pm	To ____ ☐ am ☐ pm
Date: ____/____/____	Time: From ____ ☐ am ☐ pm	To ____ ☐ am ☐ pm
Date: ____/____/____	Time: From ____ ☐ am ☐ pm	To ____ ☐ am ☐ pm
Date: ____/____/____	Time: From ____ ☐ am ☐ pm	To ____ ☐ am ☐ pm
Date: ____/____/____	Time: From ____ ☐ am ☐ pm	To ____ ☐ am ☐ pm

If you have a [recurring](#) booking, please complete this section:

Eg. Every Wednesday	Time: From 10 ☒ am ☐ pm	To 5 ☐ am ☒ pm
Day: _____	Time: From ____ ☐ am ☐ pm	To ____ ☐ am ☐ pm
Day: _____	Time: From ____ ☐ am ☐ pm	To ____ ☐ am ☐ pm
Day: _____	Time: From ____ ☐ am ☐ pm	To ____ ☐ am ☐ pm
Day: _____	Time: From ____ ☐ am ☐ pm	To ____ ☐ am ☐ pm

What are the rental fees for the land and building? _____

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I/We have read a copy of the rules attached with this agreement and agree to follow all the rules. We also agree to be responsible for making sure that all individuals and groups under our control meet all these rules.

Committee of Management signature:	
President name:	Date: ____ / ____ / ____
Secretary name:	Date: ____ / ____ / ____
Witness name:	Date: ____ / ____ / ____
Club representative signature:	
President name:	Date: ____ / ____ / ____
Secretary name:	Date: ____ / ____ / ____
Witness name:	Date: ____ / ____ / ____

East Gippsland Shire Council signature:	
Name and position:	Date: ____ / ____ / ____
Witness name:	

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Rules for Seasonal Agreement

You must return this Agreement completed and signed by the due date. You are not allowed to use the premises before this Agreement is returned.

You can ask for the dates to be changed by writing to the Committee of Management. You need to do this 21 days before the date. The Committee of Management will do its best to allow the Club to change its times and dates, allowing for other users of the premises.

Relationship with Other Users of the Premises

The Committee of Management can give permission to other parties to use the premises at other times. The Club must leave the premises or facilities clean and tidy. The Club must also finish at the agreed times and allow other users time to set up.

Rental Fees

The Club has to pay the agreed fees to the Treasurer of the Committee of Management at the end of each month. The Committee of Management will then give a receipt to the Club.

If you don't pay the agreed fees the Agreement can be cancelled. If the Club is in financial trouble, they should inform the Committee of Management as soon as possible.

Review of Rental

The rental fee may be [reviewed](#) by the Committee of Management from time to time. The rental fee will not go up during this agreement. The rental fee may go up if the Committee of Management and the Club both agree.

Subletting

The Club can not give permission for other groups or people to use the premises. All requests must be made to the Committee of Management in writing.

Cancellations

If you need to cancel a booking, you need to tell the Committee of Management at least 24 hours before the booking time. The Club will not be charged if they tell the Committee of Management 24 hours before the booking time. Cancellations made within 24 hours of the booking time will be charged the full fee.

Fixtures and Fittings Included in the Agreement

All fixtures, fittings and improvements (including scoring equipment) installed at the premises belong to the Committee of Management. Equipment purchased by the Club, will belong to the Club and will be stored by the Club in a set storeroom.

Insurance

The Club must have Public Liability Insurance. The club needs to be insured for a minimum \$10 million Public Liability Insurance. **Please attach a certificate of current insurance with this application form.**

If the Club doesn't have Public Liability Insurance or lets it lapse, the Committee of Management can cancel the agreement.

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Changes to the premises (including buildings and grounds)

Written permission is needed from the Committee of Management and Council before:

- changing or allowing the premises to be changed
- making any addition to the premises
- installing any plant or equipment on the premises
- removing any part of the premises or any plant or equipment from the premises

Risk Management

A [Risk Assessment](#) shall be carried out by the Club before the start of the agreement to make sure that the premises are suitable for the activity.

The Club understands that they will be responsible for meeting with emergency and incident management procedures and risk management practices put in place by the Committee of Management.

The Committee of Management may need to cancel set usage times due to unsafe conditions. The Committee of Management should contact a member of the Club committee as soon as possible once a problem is found.

The Club also has the right to determine unsafe conditions and should contact a member of the Committee of Management to tell them of the problem.

The Club must take reasonable care and measures to maintain all premises, fittings and plant in a safe condition. They must also try to prevent any personal injury or damage to property.

Communication between the Committee of Management and the Club

The Club must appoint someone to represent them with the Committee of Management. They need to find out who the contact person is from the Committee of Management.

Disputes

The Committee of Management and the Club must try to fix any disputes through negotiation. If a dispute can not be fixed by negotiation then Council can help.

Vacation of the premises

The Club should clean the premises before the end of this agreement. The premises should be in the same or better condition than when the agreement began.

The Committee of Management may ask the Club to inspect the premises and discuss with the Club any improvements the Club should try to achieve.

This agreement may be terminated by the Committee of Management if the Club does not follow this Agreement.

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Responsibilities of the Club

The Club will be responsible for any deliberate breaking of equipment due to misuse or incorrect use, this does not include accidental damage that happens during use of the premises. The Club should report any maintenance issues needing attention to the Committee of Management as soon as possible. In the case of vandalism, including glass breakage, the Club need to tell the Committee of Management for emergency maintenance.

The Club will follow all rules set by the Committee of Management's policies around signage and other regulations.

Make sure there is no smoking inside the building at any time.

Make sure there is enough staff or volunteers to supervise any activities for the term of this agreement. Club members under 12 must be supervised at all times by a responsible adult.

You can not change the locks on any door of the premises including change rooms, toilets or offices.

The Club will make sure that the Committee of Management and a Shire representative have access to the premises while the premises are being used by the Club.

Make sure all fixtures and equipment used in the course of Club activity are in a safe and working order.

Disclaimer

The Committee of Management will not be responsible for any injury suffered by anyone while using facilities during agreed times.

The Committee of Management will not be responsible for any loss of or damage to the property of members of the group.

Hard Words

Review: An assessment of something with the intention of changing if needed

Reviewed: Has been looked at again

Risk Assessment: A process of evaluating the potential risks that may be involved in an activity

Subletting: Leased property that is re-leased to a third party

Recurring: A booking which happens repeatedly or on a set pattern

Contact Council



03 5153 9500



feedback@egipps.vic.gov.au



eastgippsland.vic.gov.au



PO Box 1618, Bairnsdale 3875

Customer Service Centres:

- **Bairnsdale:** 273 Main Street
- **Lakes Entrance:** 18 Mechanics Street
- **Mallacoota:** 70 Maurice Avenue
- **Omeo:** 179 Day Avenue
- **Orbost:** 1 Ruskin Street
- **Paynesville:** 55 Esplanade

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