

AGENDA

SPECIAL COUNCIL MEETING

Tuesday, 8 July 2025 at 6:30 PM

Disclaimer

The purpose of this Council meeting is to discuss and, where possible, make resolutions about items appearing on the agenda.

Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a member or officer, or on the content of any discussion occurring, during the course of the meeting. Persons should be aware that the provisions of the Local Government Act 1995 (section 5.25 (e)) establish procedures for revocation or rescission of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person.

The Town of East Fremantle expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a member or officer, or the content of any discussion occurring, during the course of the Council meeting.

Copyright

The Town wishes to advise that any plans or documents contained within this Agenda may be subject to copyright law provisions (Copyright Act 1968, as amended) and that the express permission of the copyright owner(s) should be sought prior to their reproduction.

CONTENTS

1	OFFICIAL OPENING	3
2	ACKNOWLEDGEMENT OF COUNTRY	3
3	ANNOUNCEMENT TO GALLERY	3
4	RECORD OF ATTENDANCE	3
4.1	ATTENDANCE	3
4.2	APOLOGIES	3
4.3	APPROVED	3
5	DISCLOSURES OF INTEREST	4
5.1	FINANCIAL	4
5.2	PROXIMITY	4
5.3	IMPARTIALITY	4
6	PUBLIC QUESTION TIME	4
6.1	PUBLIC QUESTION TIME	4
6.2	DEPUTATIONS	4
7	BUSINESS	4
7.1	EAST FREMANTLE FOOTBALL CLUB LICENCE AGREEMENT	5
8	MATTERS BEHIND CLOSED DOORS	132
9	CLOSURE	132

NOTICE OF MEETING

Elected Members

A Special Council Meeting of the Council will be held on 8 July 2025 at 6:30 PM in the Council Chamber, 135 Canning Highway, East Fremantle and your attendance is requested.



PETER KOCIAN
Acting Chief Executive Officer
3 July 2025

AGENDA

1 OFFICIAL OPENING

2 ACKNOWLEDGEMENT OF COUNTRY

"On behalf of the Council I would like to acknowledge the Whadjuk Nyoongar people as the traditional custodians of the land on which this meeting is taking place and pay my respects to Elders past, present and emerging."

3 ANNOUNCEMENT TO GALLERY

"Members of the gallery are advised that no Council decision from tonight's meeting will be communicated or implemented until 12 noon on the first clear working day after this meeting, unless Council, by resolution carried at this meeting, requested the CEO to take immediate action to implement the decision."

4 RECORD OF ATTENDANCE

4.1 ATTENDANCE

4.2 APOLOGIES

4.3 APPROVED

Cr A McPhail
Cr A White

5 DISCLOSURES OF INTEREST

5.1 FINANCIAL

5.2 PROXIMITY

5.3 IMPARTIALITY

6 PUBLIC QUESTION TIME

6.1 PUBLIC QUESTION TIME

6.2 DEPUTATIONS

7 BUSINESS

Reports start on the next page

7.1 EAST FREMANTLE FOOTBALL CLUB LICENCE AGREEMENT

Report Reference Number	OCR-3605
Prepared by	Jonathan Throssell, CEO
Supervised by	N/A
Meeting date	Tuesday, 8 July 2025
Voting requirements	Simple majority
Documents tabled	Nil
Attachments	

1. Draft East Fremantle Football Club Licence Agreement

PURPOSE

To seek Council approval for the Football Licence Agreement with the East Fremantle Football Club (EFFC), which details the commercial terms of the contract between the Town, Belgravia Leisure (as the Licensor) and EFFC (as the Licensee); and to authorise the CEO to prepare the Football Licence Agreement for execution.

EXECUTIVE SUMMARY

The Football Licence Agreement (“the Agreement”) is the document which gives EFFC the right to occupy and use other parts of East Fremantle Community Park (EFCP) which are not subject to EFFCs sublease.

Most of these rights are non-exclusive, but EFFC has priority access and usage rights on WAFL Match Days and EFFC Club Functions during hours of use.

The Agreement also provides for the profit share arrangement between the Town and the EFFC, East Fremantle Bowls Club and East Fremantle Croquet Club.

Licence Agreements were finalised with the East Fremantle Bowls Club and East Fremantle Croquet Club in December 2024. Those Agreements provided for the Food and Beverage Payment provisions to be included by way of a variation to the respective Licence Agreements once the Licence Agreement with EFFC was finalised.

Lengthy negotiations with EFFC regarding the Agreement have been ongoing since December 2023. Several matters of contention have been discussed, including the proposed revenue sharing arrangements and signage.

Noting the EFFC CEO provided advice of the EFFC Board’s agreement on 27 June 2025, it is now recommended that Council approves the terms of the Football Licence Agreement and authorises the CEO to prepare it for execution.

BACKGROUND

Council has formally considered a number of reports regarding the terms of the proposed Agreement with EFFC.

Relevantly, since December 2023:

- At the meeting of Council held on 12 December 2023 Council resolved to offer EFFC several commercial terms, including sale of the naming rights, which would be included in the Agreement – refer Council resolution 011607.
- At the meeting of Council held on 21 May 2024, Council resolved to authorise the CEO to finalise the Agreement in accordance with the terms detailed in that report: this included agreement to an amendment

to delete the capping of Food and Beverage Payments at the Town's discretion - refer Council resolution 092105.

- At the meeting of Council held on 16 July 2024, Council received a report providing an update on the progress of negotiations regarding the Agreement. Among other things, the resolution noted that *"no club will receive any share of food and beverage revenue from the operation of the Food and Beverage Facilities at East Fremantle Community Park until such time as Licence Agreements are executed and the proposed profit share arrangement has been approved by the Director of Liquor Licensing"* – refer Council resolution 011607.
- At the meeting of Council held on 20 August 2024, Council agreed to extend the timeframe by which the Agreement was to have been finalised, to a revised date of 30 September 2024 (having previously been 16 August 2024) – refer Council resolution 012008.
- At a special meeting of Council held on 1 October 2024, Council resolved to provide EFFC an additional period of time to "work through the outstanding concerns on both the sublease and licence documents" to be subsequently considered by Council and EFFC on or before 10 December 2024 – refer Council resolution 010110.
- At the meeting of Council held on 10 December 2024, Council agreed to a revised Food and Beverage revenue sharing model as proposed by EFFC, with agreement from the East Fremantle Bowls Club, East Fremantle Croquet Club and Belgravia Leisure. In addition Council agreed to authorise the CEO to finalise a *"simple Heads of Agreement between the Town of East Fremantle, Belgravia Leisure, East Fremantle Football Club, East Fremantle Bowling Club and East Fremantle Croquet Club, with a view to obtaining agreement on the above operable terms of the Food and Beverage Payment Model, in an effort to mitigate the risk of escalating legal costs associated with redrafting of the Licence Agreements."* – refer Council resolution 061012.

A Heads of Agreement (HOA) document was subsequently prepared by Corrs Chambers Westgarth and agreed on 20 January 2025. While noting it is not a legally binding document, the HOA laid out the revenue sharing arrangements agreed to in December 2024 and listed several matters EFFC considered to be outstanding and in need of final agreement prior to inclusion in the Agreement. It was anticipated that the HOA would lead to the preparation of instructions for the Town's lawyers so that the Agreement could then be finalised.

Subsequent to the above HOA ("the first HOA"), a further document ("the second HOA") was prepared by Corrs Chambers Westgarth, its purpose being to detail the in principle positions agreed at an administrative level about the outstanding items listed in the first HOA. The second HOA was finalised on 28 February 2025.

The intention of both the first HOA and the second HOA was to speed up amending the Agreement prior to Council and the EFFC Board formally resolving to agree on the terms.

On Saturday 1 March 2025 Corrs Chambers Westgarth provided a marked-up copy of the Agreement to the Town's Lawyers, Jackson MacDonald, purporting to include all of the amendments agreed in the first HOA and second HOA. As Jackson McDonald needed to obtain instructions from the Town (as its client), these were provided on 4 March (noting the Labor Day Public Holiday was on Monday 3 March). Due to the extent of the mark ups in the amended Agreement, considerable time was required for the review, and several clauses needed to be amended to reflect the ability of the parties to practically implement the agreed provisions.

On 12 March a draft of the amended Agreement was provided to EFFC. On the same evening, Council was briefed on the major elements of the revised Agreement.

On 13 March, following a discussion with the CEO EFFC and a subsequent email sent on 14 March, further matters of contention were raised by EFFC, meaning the plan to present the draft Agreement to the 18 March ordinary meeting of Council was aborted. Advice was provided to council members via email on 16 March.

Such matters of contention included, but were not limited to:

- a request to backdate the payment of Food and Beverage (F&B) payments to 10 December 2024
- a request to include a sliding scale revenue percentage which would reflect increased F&B Payments, should increased turnover be achieved
- disagreement with the signage provisions, whereby Council is required to be consulted with and consent to a signage plan prior to it being presented to WAPC for its approval

On 22 March a revised Agreement was provided, which sought to respond to the areas of concern raised by EFFC.

On 30 March a response was received from EFFC regarding the revised Agreement, advising a subcommittee of the EFFC Board, which had been formed to discuss the Agreement, had met and were “comfortable with its contents”; albeit further amendments were proposed to be made to the Agreement.

On 8 April, following consideration of EFFCs further proposed changes, an updated version of the Agreement was provided to EFFC.

On 18 April EFFC responded, indicating there was one outstanding item in dispute, being the signage clause; however, several other marked up changes were also included.

On 6 May Council received a briefing from Lance Hilton-Barber of Jackson McDonald about the Agreement and the changes proposed. This provided feedback to allow consideration of further revisions to be proposed to EFFC in response to their demands.

On 8 May a further updated version of the Agreement was provided to EFFC, which incorporated EFFCs requested changes and the Town’s response. Changes included modification of the disputed signage clause.

On 21 May EFFC responded to the latest version of the Agreement, seeking further minor amendments. A response and further updated version of the Agreement was sent to EFFC on 22 May.

On 3 June EFFC advised it was seeking accounting advice regarding the GST provisions and town planning advice about the Town’s position regarding the signage clause.

On 17 June CEO EFFC advised the EFFC Board had accepted the Agreement, subject to the GST provisions being amended per the advice they (EFFC) had received.

On 25 June a revised Agreement was provided to EFFC inclusive of the proposed amendments to the GST provisions, noting that these needed to be agreed by Belgravia, and other minor amendments picked up during a review of the drafting. It was also noted that EFFC needed to provide updated plans for the proposed signage and temporary infrastructure area to be included in the Agreement.

On 27 June CEO EFFC provided the documents needed to be attached to the Agreement, including the proposed signage plan. EFFC also advised it was “ready, following thorough review of the documents, to accept and execute the Licence Agreement”.

On 1 July, Belgravia confirmed its acceptance of the GST amendments in the Agreement.

CONSULTATION

Elected Members – various reports and briefings have been provided by the CEO and other officers in regards to the progress of negotiations with EFFC in regards to the Football Licence Agreement.

EFFC – discussions with representatives of EFFC about the Football Licence Agreement have been ongoing for a considerable amount of time; and in detail since November 2023.

State Government – representatives of the State Government, including the Director General of the Department of Local Government, Sport and Cultural Industries (or her delegate) and Rebecca Field of Corrs Chambers Westgarth (who was engaged by the Director General) have offered their assistance in facilitating discussions between the parties since late 2024.

Legal – Jackson MacDonald has been engaged to provide advice to the Town and to prepare the Football Licence Agreement throughout the negotiation process.

At the Concept Forum on the 1 July 2025, Elected Members did receive the updated signage plan from the East Fremantle Football Club. Following feedback from Elected Members, the CEO of EFFC was contacted to discuss the proposed signage on the northern façade of the building and a written commitment was received that the placement of this sign will be discussed with the signage contractor to assess whether it can be centered as per the below mock-up:



STATUTORY ENVIRONMENT

The WA Minister for Lands is required to consent to the Football Licence Agreement prior to its execution. The Director Liquor Licensing is also required to approve the Agreement due to the inclusion of the proposed Food and Beverage revenue sharing model.

In regard to signage/advertising at EFCP, in addition to the requirements contained within the Agreement, the approval of the WA Planning Commission will be required.

POLICY IMPLICATIONS

There are no significant policy implications associated with this item.

FINANCIAL IMPLICATIONS

The financial implications of entering into the Football Licence Agreement have been thoroughly canvassed in previous Council reports.

Notably, the Council report presented at the ordinary meeting held on 10 December 2024 provided details about the Food and Beverage sharing arrangements with each of the three sports clubs located at East Fremantle Community

Park, including EFFC. The agreed revenue sharing model reflects the significant financial contribution made by the Town towards the redevelopment of East Fremantle Community Park, and notes the operating financial model needs to be viable to mitigate the risk for further subsidy by ratepayers. The model also acknowledges that the sporting clubs require a sustainable revenue stream from the operations of Food and Beverage activities at East Fremantle Community Park.

Accordingly, the agreed model provides the three clubs:

- a percentage of gross food and beverage revenue; initially set at 4%, once the Licence Agreements have been executed (of which EFFC would receive a 72% share, EFBC 26% and EFCC 2%); and
- a discount of 10% on club food and beverage purchases for members, in addition to the food and beverage payment above.

To be eligible for the Food and Beverage Payment, the following annual turnover thresholds are required to be met:

- EFFC – \$300,000
- EFBC – \$180,000
- EFCC – Not applicable

The Agreement provides how to determine whether the threshold has been met or not. This will involve an annual reconciliation, and should the threshold not be met, would enable the Town, in its sole and absolute discretion, to direct the Licensor to recover from the Licensee all or any of the Food and Beverage Payments paid to the Licensee in respect of that Licence Year.

In its decision to approve the above revenue sharing model, Council included provision to undertake a review after six months of operation, the purpose being to consider further incentivising the Food and Beverage Payment by considering a sliding scale revenue percentage based on increased turnover thresholds. A sliding scale had been requested by the clubs, and to reflect the following:

- Less than \$3.5 million gross food and beverage revenue: 4%
- Between \$3.5 million and \$4 million gross food and beverage revenue: 5%
- Greater than \$4 million gross food and beverage revenue: 6%

Reflecting Council's decision of 10 December 2024, the proposed sliding scale as described above was not included in the draft of the Agreement presented to EFFC. Rather, the clause stated:

“6.5 Administration of the Food and Beverage Payment provisions

- a. *The Licensor, Licensee and the Town must act in good faith to:*
 - i. *monitor the EFFC Gross Revenue by using jobs and tracking sales attributable to EFFC Club Members and other patrons during the events and functions hosted by the Licensee, being WAFL Match Days, EFFC Club Functions and Football Sporting Events;*
 - ii. *administer the Food and Beverage Payment provisions provided for in this clause 6; and*
 - iii. ***review and renegotiate (in conjunction with EFBC and EFCC) the Food and Beverage Payment provisions under clause 6 after a period of 6 months following the Date of FB Provisions Commencement (with the Town (acting reasonably) to consider a sliding scale increase to the Club Percentage based on the achievement of increased Gross Food and Beverage Revenue thresholds).*** (emphasis added)

In further discussion with the CEO EFFC it became apparent that the inclusion of the proposed sliding scale was a significant issue for EFFC (and potentially the other two sports clubs). Of concern was that the clause as drafted did not provide any of the clubs with sufficient confidence that an increase would be introduced after a review, even if there was an increase in gross food and beverage revenue per the above sliding scale. Furthermore, for a calculation of the gross food and beverage revenue to be accurate, a review should be undertaken after a full year of operations

rather than after six months. On this latter point, it is noted that there is already a provision for a review of the entire Licence Agreement after 12 months.

Accordingly, following discussion with Council at a forum held on 6 May, a revised clause was prepared to remove the requirement for the six month review and to include the sliding scale described above.

The above provisions have also been included in an update to the two agreements already signed by EFBC and EFCC.

At its ordinary meeting held on 18 March 2025, Council agreed that a club member discount of 10% could be implemented prior to finalising the Football Licence Agreement as a demonstration of the Town's willingness to negotiate in good faith – refer Council resolution 111803.

STRATEGIC IMPLICATIONS

The full activation of East Fremantle Community Park is a strategic priority from a community, financial and reputational perspective.

Approval of the Football Licence Agreement is a critical step in achieving this objective.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Council does not approve the Licence Agreement (due to disagreement with part(s) therein)	Possible (3)	Moderate (3)	Moderate (5-9)	REPUTATIONAL Substantiated, public embarrassment, moderate impact, moderate news profile	Accept Officer Recommendation

Should Council resolve not to approve the Agreement as presented, it is likely that the Town will be subject to external criticism, including sections of the media.

However, Council should not feel obligated to approve the Agreement because of this potential outcome, especially where it is seeking to implement a positive community outcome. Furthermore, it is noted that this report is the first time Council has been able to view all of the matters which have been negotiated since December 2023 in one consolidated document.

If this risk is realised, it remains open to Council to identify the area(s) of concern and instruct the CEO to continue negotiations with EFC until an agreed position is reached.

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	9
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

N/A

COMMENT

The Football Licence Agreement is the document which gives EFCF the right to occupy and use other parts of East Fremantle Community Park (EFCP) which are not subject to EFCFs sublease. These areas include:

- Function Room and Grandstand seating on ground floor
- Deck, Group Fitness Room, Grandstand, Staff Kitchen, Universal Accessible Toilet, Away Coach's Box and Breakout/Timekeeper room on first floor
- Oval
- Video scoreboard area
- Temporary Infrastructure Area

Most of these rights are non-exclusive, but EFCF has priority access and usage rights on WAFL Match Days and EFCF Club Functions during hours of use.

The Agreement also provides for the profit share arrangement between the Town and the EFCF, East Fremantle Bowls Club and East Fremantle Croquet Club, which are detailed in the Financial Implications section above.

Other key elements of the Agreement include:

Signage

The Agreement imposes a framework for the approval of EFCF signage:

- External signage on the building (eg EFCF branding, naming rights sponsor branding)
- Temporary sponsorship signage for WAFL Match Days and EFCF Club Functions
- Oval signage (perimeter fence and surface)
- Video Board (scoreboard)
- Other signage in other areas

The Town has expressly reserved its right under the headlease to consent to any signage (other than oval perimeter fence signage and temporary EFCF sponsorship signage displayed for the duration of WAFL Match Days and EFCF Club Functions) before Belgravia can erect or install any signage within EFCP (on behalf of itself, EFCF or others).

A signage plan will be annexed to the Agreement to identify specific signage on the building.

Planning approval for the signage and operation of the Video Board (per below) is required to be obtained from the WA Planning Commission because the Town is not the relevant planning authority for this Reserve. However, by its inclusion in the Agreement, the Town would be providing its consent to the specific signage identified in the plan.

Any requests for further signage will mean the Town's consent will be required, as well as WA Planning Commission approval.

At its ordinary meeting held on 18 March 2025, Council considered a request by EFFC to enter into a naming rights sponsorship agreement. The Naming Rights Sponsorship Agreement provided by EFFC and appended to the 18 March 2025 Council report noted that EFFC included in its sponsorship 'offering' the following signage/advertising:

- logo /sign on each façade of the building,
- below scoreboard,
- on oval boundary fencing, and
- digital board advertising

Regarding signage associated with the Naming Rights Sponsorship Agreement, the Council report relevantly noted:

*"However, as the proposed sponsorship agreement does not provide sufficient detail on several elements it is recommended Council's approval be subject to EFFC providing such detail as would be expected from such an arrangement **once the Football Licence Agreement is executed** (emphasis added). Accordingly, Council's decision at this time should not include approval for matters not included in the provided sponsorship document, such as signage."*

It was therefore noted in the resolution that approval of the naming rights sponsorship agreement did not constitute approval of any other terms, including signage, arising from EFFC entering into the naming rights sponsorship agreement (ie for the avoidance of doubt, no approval was granted for the erection or installation of permanent signage related to the naming rights sponsor within the East Fremantle Community Park prior to finalisation of the Football Licence Agreement) – refer Council resolution 111803.

Video Board (Scoreboard)

The Agreement includes a Videoboard licence area to accommodate the video scoreboard. EFFC will own and operate the video scoreboard and will be responsible for all costs associated with its operation, maintenance and replacement (the CEO of EFFC has confirmed that the reading meter for the power to the scoreboard will be installed the week commencing 7 July when the second stage of works is taking place). The proposed hours of operation of the video scoreboard (which include provision for digital advertising) are:

- Summer –
 - Monday to Friday 8am to 8pm
 - Sat/Sun 8am to 6pm
- Winter
 - Monday to Friday 8am to 7pm
 - Sat/Sun 8am to 6pm
- Evening game or event
 - Scoreboard only – 8am to end of event (and no later than 11pm)

As mentioned above, the Video Board cannot be used for advertising purposes until approval is obtained from the WA Planning Commission (it will be able to be used as a scoreboard).

Temporary Infrastructure Area

A Temporary Infrastructure Area is included to accommodate a temporary grandstand, marquee and fencing. This area is exclusive to EFFC for so long as the temporary infrastructure remains in place from the start of the WAFL season and must be removed within two weeks of the end of the WAFL season.

Use of Dog Park

Subject to the Town completing the necessary statutory processes in accordance with the *Dog Act 1976 (WA)* and Council resolving to close the Dog Park at EFCP to members of the public on WAFL Match Days, EFFC may access and use the Dog Park Area on WAFL Match Days.

EFFC is responsible for any additional costs incurred for set up costs and damage caused or contributed by EFFCs access and use of the dog park area on WAFL Match Days.

CONCLUSION

Following lengthy negotiations with EFFC the parties are now in a position to finalise the Football Licence Agreement.

It is recommended that Council resolves to approve its agreement to the Football Licence Agreement and authorise the CEO to prepare the Football Licence Agreement for execution.

7.1 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution Choose an item. Click or tap to enter a date.

OFFICER RECOMMENDATION:

That Council:

1. approves the Licence Agreement between the Town of East Fremantle and Belgravia Health and Leisure Group Pty Ltd (Licensor) and the East Fremantle Football Club (Licensee), per Attachment One to this report;
2. notes:
 - a. the provisions regarding signage are subject to the Licensee obtaining all necessary permits from the relevant authorities, per clause 12.3 [For the avoidance of doubt this means EFFC cannot erect permanent signage until an approval is provided by the WA Planning Commission];
 - b. the provisions regarding use of the Dog Park Area are subject to the Town completing the necessary statutory processes in accordance with the *Dog Act 1976* per clause 11.1 [For the avoidance of doubt this means the Dog Park Area cannot be closed to members of the public on WAFL Match Days until Council resolves to do so];
 - c. the provisions regarding the operation and use of the Video Board are subject to the Licensee obtaining approval from the WA Planning Commission, per clause 13.4 [For the avoidance of doubt this means that the Video Board cannot be used for purposes other than a scoreboard until approval is obtained from the WA Planning Commission]; and
3. authorises the CEO to prepare the East Fremantle Football Club Licence Agreement for execution.

REPORT ATTACHMENTS

Attachments start on the next page



Licence Agreement

East Fremantle Oval Precinct – Multipurpose Building and Oval

Town of East Fremantle
(ABN 80 052 365 032)

Town

and

Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust

Licensor

and

East Fremantle Football Club Inc.
(ABN 68 020 160 814)

Licensee

3458-7955-1797v3Jackson
McDonald
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact: Lance Hilton-Barber
Reference: LHB:7172813

Table of contents

1.	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation.....	17
1.4	No Fettering	18
2.	Condition Precedent	18
3.	Grant and Term	18
3.1	Grant.....	18
3.2	Term and Commencement Date	19
3.3	Renegotiation if profit share arrangement not approved.....	19
4.	Licence Fee.....	20
4.1	Licence Fee	20
4.2	Payment of Licence Fee	20
5.	Other Payments	20
5.1	No payment by Licensee for Services	20
5.2	Insurance.....	20
5.3	Legal costs.....	20
5.4	GST Liability	20
6.	Food and Beverage Payment provisions	21
6.1	Gross Food and Beverage Revenue	21
6.2	Food and Beverage Payment	22
6.3	Ex Gratia Payment.....	22
6.4	Payment by electronic funds transfer	22
6.5	End of Year Financial Reconciliation.....	23
6.6	Administration of the Food and Beverage Payment provisions.....	26
6.7	Promotion of Food and Beverage Facilities.....	27
6.8	EFFC Club Member discount.....	27
6.9	EFFC Fitout Contribution	27
7.	EFFC Discretionary Dividend	27
8.	Function Room	28
8.1	Use of Function Room by Licensee.....	28
8.2	Scheduling EFFC Club Functions	29
8.3	Scheduling Football Sporting Events.....	30
8.4	Licensor's obligations in relation to Function Room.....	31
8.5	Use of the Group Fitness Room.....	33
9.	Oval.....	34
9.1	Licensee's use of the Oval	34
9.2	Community Use of the Oval	35

ii

Football Licence

9.3	Fencing and lighting of the Oval.....	35
9.4	Licensor's obligations.....	36
10.	Naming of Oval, Building and Sponsorship arrangements.....	36
10.1	Licensor's sponsorship obligations.....	36
10.2	Licensee and Town Naming Rights.....	37
10.3	Licensor's Acknowledgements.....	38
11.	WAFL Match Days.....	38
11.1	Use of the Dog Park Area.....	38
11.2	Temporary Infrastructure.....	39
11.3	Car Parking Area.....	40
11.4	Fan engagement activities.....	40
12.	Licensee's Obligations.....	41
12.1	No alterations to the Football Licence Area.....	41
12.2	Comply with Laws and requirements.....	41
12.3	Signage within the EFCP.....	41
12.4	Signage Application.....	43
12.5	No noxious or illegal uses.....	44
12.6	Restrictions in use of Football Licence Area by Licensee.....	45
12.7	Use of Sanitary appliances.....	46
12.8	No overloading of electrical circuits.....	46
12.9	Use of Football Licence Area.....	46
12.10	NABERS Rating & Energy Efficiency.....	46
12.11	Security threats.....	47
12.12	Environmental Obligations.....	47
12.13	Temporary fencing.....	48
13.	Video Board.....	49
13.1	Installation.....	49
13.2	Connection of Video Board to electricity supply.....	49
13.3	Video Board Funding Contribution.....	50
13.4	Ownership, operation and use.....	50
14.	Repair and maintenance of the Football Licence Area.....	51
14.1	Licensee's repair and maintenance obligations.....	51
14.2	Cleaning.....	51
14.3	Repair and Maintenance of Oval.....	51
15.	Indemnity and Insurance Provisions.....	53
15.1	Licensee's Indemnity.....	53
15.2	Insurance.....	54
15.3	Licensor's Rights.....	54
15.4	Produce Policies and Receipts for Premiums.....	55

iii

Football Licence

15.5	Increase in Insurance Premiums.....	55
15.6	Insurance.....	55
16.	Additional Covenants by Licensee.....	55
16.1	No encumbrances.....	55
16.2	No interest in land.....	55
16.3	Pass on notices.....	55
16.4	Management Committee for EFCP.....	56
17.	Town's Covenants and Reservations.....	56
17.1	Town's Insurance.....	56
17.2	Town's agreements and rights.....	56
18.	Termination.....	57
18.1	Removal of Property on Termination.....	57
18.2	No Make Good to Football Licence Area.....	57
19.	Sale of Alcohol and Gambling.....	57
19.1	Sale of Alcohol.....	57
19.2	Gambling Prohibited.....	57
20.	Default Provisions.....	58
20.1	Default provisions.....	58
20.2	Licensor's right to remedy.....	58
20.3	Damage for breach of essential term.....	58
20.4	Termination of Football Sublease.....	59
21.	Notices.....	59
21.1	Delivery.....	59
21.2	Effect and delivery.....	60
22.	Dispute Resolution.....	60
22.1	Dispute.....	60
22.2	Dispute not resolved through Mediation.....	61
22.3	Expert Determination.....	61
22.4	Urgent interlocutory relief.....	64
23.	Further Term.....	64
23.1	Further Term.....	64
23.2	Variation to extend term of EFCP Lease.....	64
23.3	New licensor.....	64
23.4	Licence rights where no replacement EFCP Lease entered into.....	65
23.5	Cumulative terms of Football Licence.....	65
24.	Insolvency Event for Licensor.....	65
25.	General.....	65
25.1	Governing law and jurisdiction.....	65
25.2	Severance.....	65

iv

Football Licence

25.3	No waiver	66
25.4	No Merger and survival	66
25.5	Manager	66
25.6	Entire agreement	66
25.7	Relationship	66
25.8	No assignment	66
25.9	Counterparts	67
25.10	Duty	67
25.11	Licensor's Agreements and Rights	67
25.12	Month to month licence	67
25.13	Delegation by Minister	68
25.14	Consents and approvals	68
25.15	Emergency Management	68
25.16	Workplace Health and Safety Act 2020	68
25.17	Agent	69
25.18	Indemnities	69
25.19	Special Conditions	70
Schedule 1	.....	71
Schedule 2	.....	75
Schedule 3	.....	76
Schedule 4	.....	77
Annexure A - Minister's Consent Letter	.....	80
Annexure B – EFCP Plan	.....	81
Annexure C – Building Plan	.....	82
Annexure D – Video Board Plan	.....	83
Annexure E – Temporary Infrastructure Plan	.....	84
Annexure F – EFCF Signage Plan	.....	85

1

Football Licence

Football Licence Agreement

Date 2025

Parties

Town of East Fremantle of 135 Canning Highway, East Fremantle, Western Australia
(ABN 61 054 006 131)

(Town)

Belgravia Health & Leisure Group Pty Ltd of Level 4, 102 Albert Road, South Melbourne, Victoria
(ACN 005 087 463) as
trustee for the Belgravia
Leisure Unit Trust

(Licensor)

East Fremantle Football Club Inc. of 1 Carnaby Close, East Fremantle, Western Australia
(ABN 68 020 160 814)

(Licensee)

Recitals

- A. The Town has the care control and management of the Land subject to the conditions of a management order.
- B. The Licensor has exclusive possession of the EFCP pursuant to the EFCP Lease and is the operator of the EFCP.
- C. The Licensor has agreed to grant a licence of the Football Licence Area to the Licensee on the terms and conditions of this Football Licence.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Accountant means a person who is:

- (a) qualified as an accountant in Western Australia;
- (b) is independent from any of the Parties to the Dispute;

- (c) at the time of nomination is a member of the Institute of Chartered Accountants of Australia (Western Australia Branch); and
- (d) has not less than 15 years' experience as an accountant, with at least 5 years being in Australia.

Actual Reconciled EFFC Gross Revenue has the same meaning as defined in clause 6.5(c)(ii).

Actual Reconciled Food and Beverage Payment Amount has the same meaning as defined in clause 6.5(c)(iv).

Actual Reconciled Gross Food and Beverage Revenue has the same meaning as defined in clause 6.5(c)(i).

Actual Surplus means the revenue collected by the Licensor from the operation of the EFCP in a completed Licence Year exceeded the Licensor's expenditure on the management and operation of the EFCP (excluding the Sinking Fund Contribution) in the same period.

ADI has the meaning given to that term in the *Banking Act 1959* (Cth).

Adjusted Surplus means the revenue collected by the Licensor from the operation of the EFCP in a completed Licence Year exceeded the Licensor's expenditure on the management and operation of the EFCP in the same period (after deduction of the applicable Sinking Fund Contribution) in the same period.

Allocation Period means the period commencing on 1 October and ending on 30 November in each calendar year during the Term.

Annexure means an annexure to this Football Licence.

Annual NR Expenses means all costs and expenses incurred by the Licensee under the agreement or arrangement for the Naming Rights Area in a Licence Year, provided that the total of such costs and expenses in any Licence Year must not exceed and will be capped at 20% of the Annual NR Gross Revenue in that Licence Year.

Annual NR Gross Revenue means the total annual revenue (comprising both cash and the value of in-kind contributions) received from the Naming Rights Party under any agreement or arrangement for:

- (a) the naming of the Naming Rights Area in a Licence Year; and
- (b) advertising displayed on the Video Board,

before deduction of the applicable Annual NR Expenses.

Annual NR Net Revenue means the total annual revenue remaining after deducting the Annual NR Expenses from the Annual NR Gross Revenue in a Licence Year.

Appropriate Authority means any Authority which assesses or imposes rates, taxes or other impositions in relation to the Land and any Authority which provides or supplies all other Services.

Approved Insurer means an insurance company authorised to carry on business under the *Insurance Act 1973* (Commonwealth) and, with respect to insurances to be taken out by the Licensee, as approved by the Town without being unreasonable.

Architect means a person who is:

- (a) qualified as an architect in Western Australia;
- (b) is independent from any of the Parties to the Dispute;
- (c) at the time of nomination is a member of the Australian Institute of Architects (Western Australia Branch); and
- (d) has not less than 5 years' experience in designing buildings and facilities similar to those buildings and facilities to be constructed as part of the EFCP.

Authority means any government, statutory, public or other authority or body having jurisdiction over the Football Licence Area or any matter or thing relating to it.

Balance of EFCP Fitout Contribution means the balance of the EFCP Fitout Contribution (if any) remaining after deducting the Initial EFCP Fitout Contribution Payment.

Bowling Greens means the two synthetic turf bowling greens within the EFCP and identified as "Bowling Greens" on the EFCP Plan.

Bowling Sporting Event means bowls pennants, matches, tournaments and competitions (at all levels and grades) which require the use of one or both of the Bowling Greens but expressly excludes Pennants Days and EFCP Club Functions.

Building means the two storey multipurpose building situated within the EFCP and identified as the "New Building" on the EFCP Plan and includes all of the Town's Property and all the Licensor's Property and all of the EFCP Services in the Building.

Building Football Licence Area means that part of the Building described in **Item 2**.

Building Football Licence Area 1 means that part of the Building as is shown shaded blue on the Ground Floor of the Building Plan.

Building Football Licence Area 2 means that part of the Building as is shown shaded blue on the First Floor of the Building Plan.

Building Plan means the plan of the Building annexed as Annexure C.

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks are generally open for business in the State.

Car Parking Area means that part of the EFCP where car parking bays are located.

CEO means the Chief Executive Officer of the Town.

Claims includes but is not limited to claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, tort or statute or any combination thereof.

Club Percentage means 4%.

Commencement Date means the date specified in **Item 3**.

Community Use means any community event, program or activity including sporting events and activities, sporting competitions, sporting carnivals, fetes, fairs, festivals, markets, parades, carnivals, educational activities, charitable events (including charity matches), recreational activities, civic activities and personal training, that is organised by the Licensor or the Town or authorised by the Licensor (in consultation with the Town).

Contamination has the meaning as that term is defined in the *Contaminated Sites Act 2003* (WA).

Costs means any solicitor costs, charges, expenses and disbursements (on a full indemnity basis) and any other third party costs, charges, expenses and disbursements, including GST.

Croquet Courts means the three croquet courts situated within the EFCP and identified as "croquet greens" on the EFCP Plan.

Croquet Sporting Events means croquet matches, tournaments and competitions (at all levels and grades) which require the use of the Croquet Courts but expressly excludes EFCC Club Functions.

Date of FB Provisions Commencement means the date that is the later of:

- (a) the Execution Date; and
- (b) the date the Director of Liquor Licensing has approved the profit share arrangement under clause 6.

Deck means the covered balcony area of the First Floor of the Building being that part of the Building shaded blue and identified as the "Deck" on the First Floor of the Building Plan.

Dispute means any dispute arising out of this Football Licence.

Dispute Notice means a notice identifying the particulars of the Dispute.

Dog Park Area means that part of the EFCP designated by the Town as a dog exercise area and as is shown shaded light blue and identified as "dog park area" on the EFCP Plan.

EFBC means East Fremantle Bowls Club and where the context permits, the expression includes the members, office bearers, staff and invitees of EFBC.

EFBC Club Function means any club function initiated, organised and run by EFBC on a day other than a Pennants Day that involves the priority use of all or any part of the Function Room and Food and Beverage Facilities for the duration of the club function pursuant to the Precinct Partners Priority Usage Policy, including:

- (a) club fundraising events and charity events;
- (b) competition launches;

- (c) club awards nights;
- (d) player presentations;
- (e) hall of fame events; and
- (f) annual and special general meetings,

but expressly excludes a Bowling Sporting Event and expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFBC Club Members.

EFBC Club Members means those members of EFBC who are holders of current membership cards.

EFCC means East Fremantle Croquet Club and where the context permits, the expression includes the members, office bearers, staff and invitees of EFCC.

EFCC Club Function means any club function initiated, organised and run by EFCC that involves the priority use of all or any part of the Function Room and Food and Beverage Facilities for the duration of the club function pursuant to the Precinct Partners Priority Usage Policy, including:

- (a) club fundraising events and charity events;
- (b) season launches;
- (c) club best and fairest presentation nights;
- (d) player presentations;
- (e) hall of fame events; and
- (f) annual and special general meetings,

but expressly excludes a Croquet Sporting Event and expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFCC Club Members.

EFCC Club Members means those members of EFCC who are holders of current membership cards.

EFCP means the East Fremantle Community Park constructed on that part of the Land bounded by Moss Street, Marmion Street and Allen Street (but excluding the Excluded Area) and includes the Building, the EFCP Services, the EFCP Facilities, courts, playgrounds, car parks and all other buildings and improvements constructed on that part of the Land.

EFCP Facilities means the following facilities situated within the EFCP:

- (a) the Oval;
- (b) spectator seating around the Oval;
- (c) the Function Room;

- (d) the Food and Beverage Facilities;
- (e) the Croquet Courts;
- (f) the Bowling Greens;
- (g) the Health Club;
- (h) the community meeting rooms situated within the Building;
- (i) the commercial facilities situated within the Building;
- (j) the SGCC;
- (k) the playground;
- (l) the community garden;
- (m) the skate zone and basketball area;
- (n) the Car Parking Area;
- (o) landscaping; and
- (p) the public recreation areas.

EFCP Lease means the lease of the EFCP between the Town as lessor and the Licensor as lessee dated 2 April 2024.

EFCP Plan means the plan annexed as Annexure B.

EFCP Premises means that part of the Land that is the subject of the EFCP Lease.

EFCP Services means all services supplied to or in the EFCP (including all services supplied to the Building and any other buildings or improvements in the EFCP) including gas, water, drainage, fresh air, exhaust systems, electricity, sprinkler systems, heating, lighting, lift services, electrical services, electrical power supply, hydraulic services, mechanical services, the air conditioning system, telecommunication services and data transmission services and includes the Licensor's Property and the Town's Property.

EFFC Club Function means any club function initiated, organised and run by the Licensee on a day other than a WAFL Match Day that involves the priority use of all or any part of the Function Room and Food and Beverage Facilities for the duration of the club function pursuant to the Precinct Partners Priority Usage Policy, including but not limited to:

- (a) club fundraising events and charity events;
- (b) season launches;
- (c) club best and fairest presentation nights;
- (d) player presentations;
- (e) premierships reunions;

- (f) hall of fame events; and
- (g) annual and special general meetings,

and, for the first calendar year of the Term, includes the club functions listed in Schedule 4 (but expressly excludes a Football Sporting Event and expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFFC Club Members).

EFFC Club Members means those members of the Licensee who are holders of current membership cards.

EFFC Discretionary Dividend means the discretionary dividend payable to the Licensee under clause 7 which as at the Commencement Date, will be calculated in accordance with the formula specified in **Item 13**.

EFFC Fitout Contribution means the sum of \$79,845.84 (inclusive of GST), being the amount of the financial contribution that the Licensee has agreed to make towards the fitout of its premises under the Football Sublease.

EFFC Gross Revenue means for each relevant period completed, the total gross revenue generated in that period by sales from the Food and Beverage Facilities:

- (a) on WAFL Match Days (other than purchases made by EFBC Club Members and EFCC Club Members);
- (b) at EFFC Club Functions;
- (c) from purchases made by persons attending Football Sporting Events (other than purchases made by EFBC Club Members and EFCC Club Members); and
- (d) from purchases made by EFFC Club Members on all other occasions not already accounted for under paragraphs (a), (b) and (c).

EFFC Signage Plan means the plans annexed at **Annexure F**.

End of Year Financial Reconciliation means a financial reconciliation of the financial performance of the EFCP for a Licence Year as agreed by the Town and the Licensor (or failing such agreement, as determined by an independent expert).

Environmental Law means:

- (a) all Laws relating to town planning, the environment, noise, development, construction of structures, health, contamination, radiation, pollution, waste disposal, land management and hazardous materials;
- (b) all conditions of all consents, approvals, authorisations, licences and permits issued under any law in paragraph (a); and
- (c) regulations and any order, guideline, notice, direction or Requirement of any Authority in relation to these matters.

Environmental Harm has the meaning as that term is defined in the *Environmental Protection Act 1986* (WA).

Event of Default means each of the events described in clause 20.1 in paragraphs (a) to (e).

Excluded Area means that part of the Land comprising:

- (a) the Town of East Fremantle Works Depot; and
- (b) the existing residential properties situated on Allen Street,

being the area excluded from the EFCP Premises.

Execution Date means the date that the last Party signs this Football Licence.

Ex Gratia Payment means the payment made under clause 6.3.

Ex Gratia Payment Due Date means the date that is the 21st day after the end of the last month of the Ex Gratia Period.

Ex Gratia Period means the period commencing on the 10 December 2024 and ending on the last day of the month in which the Date of FB Provisions Commencement arises.

Expert means:

- (a) an Accountant;
- (b) an Architect;
- (c) a Legal Practitioner;
- (d) a Quantity Surveyor;
- (e) a Valuer; and
- (f) any other person with suitable qualifications and experience appropriate to determine the Dispute,

appointed under clause 22.3 to determine the Dispute.

Expiry Date means the expiry date of this Football Licence being the date specified in **Item 5**.

Extended Hours of Use means the extended hours in which the Licensee or a Permitted Person is permitted to use the Function Room for the purpose of cleaning and clearing the Function Room after it has been used for an EFC Club Function, being the hours specified in **Item 7**.

FB Preliminary Period means the period commencing on the Date of FB Provisions Commencement and expiring at midnight on the next 30 June.

Final Period means the period from and including the 1st day of July immediately preceding Termination up to the date of Termination.

Food and Beverage Facilities means the food and beverage facilities situated within the ground floor of the Building comprising the café, bars and kitchen and identified as the "Café", "Kitchen", "Bar 1" and "Bar 2" on the Ground Floor of the Building Plan and

includes any other facility within the EFCP used for the sale of food and beverages approved by the Licensor (whether on a temporary or permanent basis).

Food and Beverage Payment means for each relevant period just completed, the payment to the Licensee calculated in accordance with clause 6.2.

Football Licence means this deed as amended, varied or supplemented from time to time including any Schedules or Annexures.

Football Licence Area means the:

- (a) Building Football Licence Area; and
- (b) Oval; and
- (c) Video Board Licence Area; and
- (d) Temporary Infrastructure Area.

Football Sporting Event means Australian Rules Football matches, tournaments, and competitions (at all levels and grades) which require the use of the Oval but expressly excludes WAFL Match Days and EFFC Club Functions.

Football Sublease means the sublease of those parts of the ground floor and first floor of the Building between the Licensor as sublessor and the Licensee as sublessee dated 13 December 2024 as amended, varied or supplemented from time to time including any Schedules or Annexures.

Function Room means that part of the Building used as a multipurpose function room and more particularly being the area shaded blue and identified as "Function Area 1" and "Function Area 2" on Ground Floor of the Building Plan.

Further Term means the further term or terms (if any) specified in **Item 11**.

Grandstand means that part of the Building used for spectator seating being that part of the Building:

- (a) shaded blue and identified as the "Grandstand" on the First Floor of the Building Plan; and
- (b) comprising the ground level seating and concourse area adjoining the "Grandstand" and shaded blue on the Ground Floor Building Plan.

Gross Food and Beverage Revenue means the total gross revenue (excluding GST) generated in a relevant period by sales from the Food and Beverage Facilities.

Group Fitness Room means that part of the Building used as a multipurpose group fitness room on the First Floor of the Building and more particularly identified as "Group Fitness" on the First Floor of the Building Plan.

Hazard means any thing occurring on or emanating from the Football Licence Area that may result in injury to a person or harm to the health of a person.

Hazardous Materials means any substance, gas, liquid, chemical, mineral or other physical or biological matter that is:

- (a) or may become toxic, flammable or inflammable;
- (b) otherwise dangerous, harmful to the environment or any life form or which may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment; or
- (c) a material or compound controlled, prohibited or regulated from time to time by any Environmental Law.

Health Club means that part of the Building used as a gymnasium, weights room, aerobics rooms and fitness rooms on the First Floor of the Building and more particularly identified as the "Gym", "Appraisal 1", "Appraisal 2", "Amenities", "Spin" and "Group Fitness" areas on the First Floor of the Building Plan.

Hours of Use mean the hours between which the Licensee is permitted to use the Function Room for EFFC Club Functions, being the hours specified in **Item 6**.

Initial EFFC Fitout Contribution Payment means an amount equal to the amount of the Ex Gratia Payment paid to the Licensee under clause 6.3 (provided that such amount must not exceed the EFFC Fitout Contribution).

Insolvency Event means the happening of any of these events:

- (a) in the case of an incorporated body:
 - (i) an application is made to a court for an order or an order is made that the incorporated body be wound up;
 - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that incorporated body or one of them is appointed, whether or not under an order;
 - (iii) except to reconstruct or amalgamate while solvent on terms approved by the Town, the incorporated body enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration or arrangement involving any of them;
 - (iv) the incorporated body resolves to wind itself up, or otherwise dissolves itself, or gives notice of its intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved;
 - (v) the incorporated body is or states that it is unable to pay its debts when they fall due;
 - (vi) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), it is taken to have failed to comply with a statutory demand;
 - (vii) it is or makes a statement from which it may be reasonable deducted by a reasonable person that it is, the subject of an event described in section 459(2)(b) or section 585 of the *Corporations Act 2001* (Cth);

- (viii) the incorporated body takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to the incorporated body;
 - (ix) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which would result in that event; or
 - (x) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction; and
- (b) in the case of an individual:
- (i) the individual proposes or enters into a deed of arrangement, composition with or deed of assignment or an assignment for the benefit of all or any of the individual's creditors or any class of creditors;
 - (ii) the individual commits an "act of bankruptcy" as that term is defined in the *Bankruptcy Act 1966* (Cth); or
 - (iii) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Insurance Premiums means the premiums for all insurances effected by the Licensor or the Town (as applicable) for the Insurable Risks.

Insurable Risks means any one or more of the risk of:

- (a) loss or damage to all or any part of the Football Licence Area or the EFCP from all insurable causes;
- (b) breakdown of plant and machinery;
- (c) sprinkler leakage and water damage;
- (d) an event covered by the Licensor's public liability insurance;
- (e) an event covered by the Town's public liability insurance;
- (f) liability under workers compensation Claims or statutory liability in relation to the Licensor's employees employed in relation to the Football Licence Area or the EFCP;
- (g) liability under workers compensation Claims or statutory liability in relation to the Town's employees employed in relation to the Football Licence Area or the EFCP; and
- (h) any other risk related to the Town's interest or the Licensor's interest in the Football Licence Area or the EFCP.

Insured Amount means the amount specified in **Item 10**.

Item means an item in Schedule 1.

LAA means the *Land Administration Act 1997* (WA).

Land means the land specified in **Item 1**.

Laws means all statutes, rules, regulations, proclamations, ordinances or by-laws present or future of the State and, where applicable, the Commonwealth, and any amendment or re-enactment of them for the time being in force.

Legal Practitioner means a person who:

- (a) has a current and valid Australian Practising Certificate (as that term is defined in the *Legal Profession Uniform Law* (WA));
- (b) is independent from any of the Parties to the Dispute;
- (c) at the time of nomination is a member of Law Society of Western Australia; and
- (d) has not less than 15 years' experience in property law, involving major developments, in the Perth metropolitan area.

LGA means the *Local Government Act 1995* (WA).

Licence Fee means the fee payable under clause 4.1 and as at the Commencement Date is the amount specified in **Item 8**.

Licence Year means:

- (a) the period commencing at midnight on the day preceding the Commencement Date and expiring at midnight on the next the 30 June;
- (b) each consecutive period of 12 months from and including the 1st day of July in each year during the Term; and
- (c) the period from and including the 1st day of July immediately preceding Termination up to the date of Termination.

Licensee's Obligations means the several obligations contained or implied in this Football Licence and on the part of the Licensee to be observed or performed.

Licensee's Property means all plant, equipment, materials and other property or stock brought or placed on the Football Licence Area by, on behalf of, or with the authority of, the Licensee.

Licensor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Licensor from time located or contained in the EFCP (including the Football Licence Area).

Liquor Licence means any liquor licence or permit issued under the *Liquor Control Act 1988* (WA), authorising the sale of liquor.

Liquor Licensing Authority means, as the case requires, the Liquor Commission or the Director of Liquor Licensing, as constituted or appointed under the *Liquor Control Act 1988* (WA).

Local Government Laws means any statute, rule, regulation, proclamation, ordinance, scheme or by-law present or future of Western Australia and, where

applicable, the Commonwealth, and any amendment or re-enactment of them for the time being in force, which confers any responsibility, function, duty, obligation or right on any local government established under the LGA.

Manager means any person appointed by the Licensor to manage the Football Licence Area under clause 25.5.

Mediator means a legal practitioner (being a person who has a current and valid "Australian Practising Certificate" (as that term is defined in the *Legal Profession Uniform Law* (WA)) who:

- (a) is a National Mediator Accreditation System accredited mediator;
- (b) is listed on the Law Society Panel of Mediators of the Law Society of Western Australia;
- (c) practises in commercial and property disputes; and
- (d) is independent from any of the Parties to the Dispute.

Minister means the Minister for Lands in his or her capacity as the body corporate continued under section 7 of the LAA.

Naming Rights Area means the Building and the Oval.

Naming Rights Party means the third party appointed by the Licensee under an agreement or arrangement entered into under clause 10.2 which gives that third party sponsorship and naming rights in relation to the Naming Rights Area.

Oval means the 165m x 130m (plus 5m runoff) Australian Rules Football oval situated within the EFCP being the area shaded red and identified as "Oval" on the EFCP Plan.

Oval Maintenance Period means the time period identified as Oval Maintenance Period in Schedule 2.

Oval Permitted Period means the time periods identified as "Oval Permitted Period" in Schedule 2.

Oval Priority Usage Table means the table set out in Schedule 3.

Party means the Town, the Licensor or the Licensee according to the context and Parties means all of them.

Pennants Day means the pennants bowls competition played on the Bowling Greens by EFBC Club Members on each and every Saturday for the period of 1 October to 31 March between the hours of 11 am and 6:30 pm.

Permitted Person means the Licensee's members, officeholders, employees, players, agents, invited guests (but not the public at large), contractors (including the employees and sub-contractors of the Licensee's agents and contractors) and sub-licensees and includes other persons within the Licensee's reasonable control (including opposition players, opposition staff members and match officials to the extent of their official involvement in authorised fixtures played by any of the Licensee's football teams only).

Permitted Use means the use specified in Item 9.

Precinct Partners means:

- (a) the Licensee;
- (b) EFBC; and
- (c) EFCC.

Precinct Partners Priority Usage Policy means the annual policy prepared by the Licensor and approved by the Town which establishes the framework for the usage as between the Precinct Partners of those parts of the EFCP that are not subject to any the exclusive use of any Precinct Partner and having regard to:

- (a) match day/competition day priority use;
- (b) training activities and programs;
- (c) club events and fundraising activities; and
- (d) Function Room and Food and Beverage Facilities usage.

Quantity Surveyor means a person who:

- (a) is independent from any of the Parties to the Dispute;
- (b) at the time of nomination is a member of the Australian Institute of Quantity Surveyors (Western Australia Branch); and
- (c) has at least 5 years' experience in quantity surveying buildings and improvements similar to the buildings and improvements comprising the EFCP.

RCP means the applicable reconciled Club Percentage which applies to determine the Actual Reconciled Food and Beverage Payment Amount under clause 6.5(d), clause 6.5(e) or clause 6.5(f) (as applicable).

Requirements means any conditions of approval or consent, requirement, notice, order or direction of any Authority.

Schedule means a schedule to this Football Licence.

Services means all utilities and services supplied to or in the EFCP or the Football Licence Area (as applicable) including gas, water, drainage, waste collection, electricity and telecommunications (if any) and for the avoidance of doubt, excludes any rates imposed on the Land or the Football Licence Area by an Appropriate Authority under the LGA.

Signage Application means an application for WAPC approval of all Additional Signage within the EFCP prepared in accordance with clause 12.4(d) and finalised in accordance with clauses 12.4(e) and 12.4(f).

Sinking Fund means the reserve account pursuant to section 6.11 of the LGA for the purposes of meeting the cost of capital and structural works (including capital replacement of lifts, electrical switchboards and air conditioning plant and equipment) in the EFCP.

Sinking Fund Contribution means the annual contribution that the Licensor is required to make to the Sinking Fund at the end of each Licence Year in the event that the operation of the EFCP achieves an Actual Surplus for the same period.

SGCC means the Sumpton Green Community Centre, an existing facility within the EFCP used as a playgroup and child and adolescent health service centre and shown as "Richmond House Playgroup" and Existing Playground" on the EFCP Plan.

Special Conditions means any terms and conditions specified in **Item 14**.

State means the State of Western Australia.

Surrounding Area means any land or water adjacent to or in the vicinity of the Football Licence Area.

Temporary Infrastructure means the temporary grandstand, marquee, fenced members enclosure and any other temporary infrastructure installed in accordance with clause 11.2.

Temporary Infrastructure Area means the area shaded yellow and identified as the "Temporary Infrastructure Area" on the EFCP Plan and being that part of the EFCP designated by the Licensor as the area for the installation of the Temporary Infrastructure in accordance with the Temporary Infrastructure Plan.

Temporary Infrastructure Plan means the plan of the Temporary Infrastructure annexed as Annexure E.

Term means the term of the Football Licence specified in **Item 4** and where the context permits includes any Further Term.

Termination means the expiry by passage of time or the sooner determination of the Term.

Town means the Town of East Fremantle.

Town's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Town from time to time located or contained in the EFCP (including the Football Licence Area), including floor coverings and window treatments.

Treasury Loan means the loan in the sum of \$5 million borrowed by the Town from the Western Australian Treasury Corporation to fund the construction of the EFCP.

Tricolore Community Centre means the Town's community centre building situated on Reserve 22365 and more particularly described as Lot 300 on Deposited Plan 44502 in Certificate of Crown Land Title Volume LR3139 Folio 502.

Unreasonable Level means a level of noise emitted from the Function Room which exceeds an applicable standard prescribed under Regulation 7 of the *Environmental Protection (Noise) Regulations 1997* (WA).

Valuer means a person who:

- (a) is licensed under *Land Valuers Licensing Act 1978* (WA);
- (b) is independent from any of the Parties to the Dispute;

- (c) at the time of nomination is a member of Australian Property Institute (Inc.) (Western Australia Division); and
- (a) has not less than 5 years experience in valuing land and developments similar to the EFCP.

Video Board means the video board which can be used to display video content, including match scores and advertising, to be installed in the EFCP in accordance with clause 13.1.

Video Board Funding Contribution means a funding contribution of \$50,000.00 (exclusive of GST (if any)) payable by the Town to the Licensee under clause 13.3.

Video Board Licence Area means the area shaded vibrant green and identified as the "Video Board Licence Area" on the EFCP Plan.

Video Board Plan means the plan of the Video Board annexed as Annexure D.

WAFC means the West Australian Football Commission Inc.

WAFC Requirements means the rules and regulations, policies, by-laws and guidelines adopted by the WAFC and as amended from time to time.

WAFL means:

- (a) the West Australian Football League men's premier Australian rules football competition (comprising the League, Reserves, Colts and any future grades competitions) conducted by the WAFC; and
- (b) the West Australian Football League women's premier Australian rules football competition (comprising the League, Rogers Cup and any future grades competition) conducted by the WAFC.

WAFL Match Day means:

- (a) a WAFL men's home game (whether pre-season, home and away season or finals) involving either at least one game played by the Licensee's men's League football team on a day or no less than two games played by the Licensee's other competition grade men's football teams on a day between the hours of:
 - (i) 9:00 am and 6:00 pm if the WAFL Match Day comprises day games played on a Saturday, Sunday or public holiday; or
 - (ii) 4:00 pm and 9:30 pm if the WAFL Match Day comprises a night men's League game or two other competition grade men's football teams played on a weeknight, a Saturday night or a Sunday night; and
- (b) a WAFL women's home game (whether pre-season, home and away season or finals) involving at least one game played by the Licensee's women's League football team on a day or one of the Licensee's other competition grade women's football teams on a day between the hours of:
 - (i) 9:00 am and 6:00 pm if the WAFL Match Day comprises day games played on a Saturday, Sunday or public holiday; or

- (ii) 4:00 pm and 9:30 pm if the WAFL Match Day comprises a women's night game played on a weeknight, a Saturday night or a Sunday night.

WAPC means the Western Australian Planning Commission.

WHS Legislation means all laws regarding work health and safety that apply to the Football Licence Area from time to time, including:

- (a) all Australian Standards or Codes of Practice referred to or made under those work health and safety laws; and
- (b) all licences, terms or conditions issued to or imposed on the Town or the Licensee by an Authority pursuant to those work health and safety laws.

1.2 Interpretation

In this Football Licence, unless inconsistent with the context:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes any gender;
- (d) headings are for convenience only and do not affect interpretation;
- (e) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this Football Licence;
- (f) the word "includes" is not a word of limitation and does not restrict the interpretation of a word or phrase in this Football Licence;
- (g) a reference to person includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture an, unincorporated body, governmental or agency, or other entity whether or not it is a separate legal entity; and
 - (ii) that person's personal representatives, successors and permitted assigns and transferees and a person, who novates this Football Licence;
- (h) a reference to time is to Perth, Western Australia time;
- (i) a reference to a month means a calendar month;
- (j) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (k) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Football Licence or any part of it;
- (l) a reference to A\$, \$A, dollar or \$ is to Australian currency;

- (m) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (n) a covenant entered into by more than one person is deemed to be entered into by those persons jointly and each of them severally; and
- (o) where the context permits, the expression "Licensee" includes the members, office bearers, staff and invited guests (but not the public at large) of the Licensee.

1.3 Inconsistency with Statutory Provisions

In the event of any inconsistency between:

- (a) an obligation, right or power of either the Licensee or the Licensor under this Football Licence; and
 - (b) an obligation, right or power of the Town under the Local Government Laws,
- then the obligation, right or power of the Town under the Local Government Laws prevails.

1.4 No Fettering

Nothing in or arising out of this Football Licence in any way:

- (a) diminishes the Town's rights and powers; or
 - (b) fetters any discretion that the Town has,
- under the Local Government Laws.

2. Condition Precedent

This Football Licence is subject to and conditional on:

- (a) the Town obtaining the approval of the Minister to this Football Licence pursuant to section 18 of the LAA on or before the Commencement Date; and
- (b) the granting of any consent of the WAPC to this Licence required to be obtained under the provisions of the *Planning and Development Act 2005* (WA).

3. Grant and Term

3.1 Grant

- (a) The Town grants to the Licensee from the Commencement Date a licence to use the Football Licence Area for the Permitted Use subject to the Licensee paying the Licence Fee at the times and in the manner provided below and on the terms and conditions of this Football Licence.
- (b) The licence conferred by this Football Licence is:

- (i) non-exclusive in relation to the Oval, subject to the Licensee having priority access and usage rights in accordance with the Oval Priority Usage Table during the Oval Permitted Period; and
- (ii) in relation to the Building Football Licence Area:
 - (A) non-exclusive in relation to the Function Room, Deck and Grandstand subject to the Licensee having priority access and usage rights on WAFL Match Days and for EFFC Club Functions during the Hours of Use; and
 - (B) non-exclusive in relation to those parts of the Building Football Licence Area (other than the Function Room, Deck and Grandstand), in common with the corresponding rights of the Licensor and the Licensor's employees, contractors and invitees;
 - (C) non-exclusive in relation to the Group Fitness Room, in common with the corresponding rights of the Licensor and the Licensor's employees, contractors, invitees and customers, subject to the Licensee having priority access and usage rights on WAFL Match Days; and
- (iii) exclusive in relation to the Temporary Infrastructure Area (but only for so long as the Temporary Infrastructure remains in place) provided that the Licensee removes the Temporary Infrastructure in accordance with its obligations under clause 11.2(c).
- (c) The rights granted to the Licensee are contractual only and nothing in this Football Licence grants the Licensee an interest in the land comprising the Football Licence Area.

3.2 Term and Commencement Date

This Football Licence is for the Term and commences on the Commencement Date.

3.3 Renegotiation if profit share arrangement not approved

- (a) The Parties acknowledge and agree that clause 6 of this Football Licence does not apply unless and until:
 - (i) each Party has executed this Football Licence; and
 - (ii) the Director of Liquor Licensing has approved the profit share arrangement under that clause.
- (b) If the profit share arrangements contemplated under clause 6 are not approved by the Director of Liquor Licensing within 6 months of the Commencement Date, the Parties must act in good faith and use their best endeavours to reach agreement on a replacement mechanism for compensating the Licensee for the loss of the Food and Beverage Payment, on terms acceptable to the Licensee, the Licensor and the Town (each acting reasonably).

20

Football Licence

4. Licence Fee

4.1 Licence Fee

The Licensee must, if demanded in writing by the Licensor, pay the Licence Fee to the Licensor during the Term and otherwise so long as the Licensee remains entitled to use the Football Licence Area.

4.2 Payment of Licence Fee

The Licence Fee is payable annually in advance, with the first payment to be made on the Commencement Date (if demanded in writing by the Licensor) and subsequent payments to be made on the anniversary of the Commencement Date in each Licence Year.

5. Other Payments

5.1 No payment by Licensee for Services

- (a) Subject to clause 5.1(b), the Licensee will pay no charges and meter rentals for Services consumed on or for the Football Licence Area or any electricity consumed by any air conditioning plant used for the Football Licence Area.
- (b) The Licensee must, on or before the due date for payment, pay to the relevant supplier all charges for electricity provided to and consumed by the Video Board.
- (c) The Licensee will be charged for electricity consumed by the Video Board at the rate incurred by the Licensor (without any mark-up by the Licensor).

5.2 Insurance

The Licensee must pay to the insurer prior to the date specified by it for payment, all premiums as and when owing for the insurance policies taken out and maintained by the Licensee under the Licensee's Obligations.

5.3 Legal costs

Each Party will bear their own Costs in relation to the preparation, negotiation, amendment, variation and execution of this Football Licence.

5.4 GST Liability

- (a) The expressions "GST", "input tax credits", "tax invoice" "tax period", and "taxable supply" have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**).
- (b) The Parties acknowledge that GST is payable in respect of each taxable supply made under this Football Licence.
- (c) The Licence Fee and all other amounts payable by the Licensee to or on behalf of the Town under any provision of this Football Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) are expressed in amounts that do not include the GST payable.

- (d) In respect of a taxable supply made under this Football Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) the Licensee must, in lieu of and in substitution for any amount(s) otherwise required to be paid under this Football Licence (**Licensee Payment(s)**), pay an amount or amounts equal to those Licensee Payment(s) increased by a percentage equal to the rate of GST imposed on a taxable supply by the GST Act.
- (e) The Town must issue valid tax invoices to the Licensee for taxable supplies under this Football Licence.

6. Food and Beverage Payment provisions

6.1 Gross Food and Beverage Revenue

- (a) The Parties acknowledge and agree that this clause 6.1 will apply on and from the first whole month immediately following the Date of FB Provisions Commencement.
- (b) In respect of each month following the Date of FB Provisions Commencement and for the duration of the Term, the Licensor must, by no later than the 15th day after the end of that month prepare and submit to the Licensee and the Town a statement of the:
 - (i) Gross Food and Beverage Revenue for that month just completed (including calculation of the EFFC Gross Revenue for the same period); and
 - (ii) the applicable Food and Beverage Payment payable to the Licensee for that month just completed,

in a form acceptable to the Licensee (acting reasonably).
- (c) After the Licensee's receipt of the statement under clause 6.1(b), the Licensee must issue a valid tax invoice to the Licensor for an amount equal to the applicable Food and Beverage Payment increased by a percentage equal to the rate of GST imposed on a taxable supply by the GST Act.
- (d) The Licensor must pay to the Licensee an amount equal to the Food and Beverage Payment plus GST on the date that is the later of:
 - (i) the date that is the 15th day after the end of the last month; and
 - (ii) the date immediately following the date that the Licensor receives a valid tax invoice from the Licensee in accordance with clause 6.1(c),

provided that if such a date is not a Business Day, payment may be made on the next Business Day.
- (e) The Licensor must:
 - (i) maintain its books and records in a way that clearly and accurately reflects the Gross Food and Beverage Revenue and the EFFC Gross Revenue for each month and each Licence Year; and

- (ii) make the relevant books and records in relation to sales from the Food and Beverage Facilities available to the Licensee at any reasonable time after receiving written notice from the Licensee.

6.2 Food and Beverage Payment

- (a) The Food and Beverage Payment for each month will be calculated in accordance with the following formula:

$$FBP = GFBR \times \text{Club Percentage} \times 72\%$$

where:

FBP is the Food and Beverage Payment for that month;

GFBR is the Gross Food and Beverage Revenue for that month based on the statement prepared in accordance with clause 6.1(b)(i); and

Club Percentage is 4%.

6.3 Ex Gratia Payment

- (a) The Licensor must, by no later than the 15th day after the end of the last month of the Ex Gratia Period prepare and submit to the Licensee and the Town a statement of Gross Food and Beverage Revenue for the Ex Gratia Period, in a form acceptable to the Licensee (acting reasonably).
- (b) On the Ex Gratia Payment Due Date, the Licensor must pay to the Licensee the Ex Gratia Payment by bank cheque.
- (c) The Ex Gratia Payment for the Ex Gratia period will be calculated in accordance with the following formula:

$$EGP = GFBR \times \text{Club Percentage} \times 72\%$$

where:

EGP is the Ex Gratia Payment for the Ex Gratia Period;

GFBR is the Gross Food and Beverage Revenue for the Ex Gratia Period based on the statement prepared in accordance with clause 6.3(a); and

Club Percentage is 4%.

6.4 Payment by electronic funds transfer

The Licensor must pay:

- (a) the Food and Beverage Payment; and
- (b) any additional amounts calculated under clause 6.5 as being payable to the Licensee,

by electronic funds transfer to the following bank account (or to such other account notified by the Licensee in writing):

Account name: EFFC Club Account

BSB: 633 000

Account number: 143 158 087.

6.5 End of Year Financial Reconciliation

- (a) The Parties acknowledge and agree that this clause 6.5 does not apply to the FB Preliminary Period.
- (b) Once the End of Year Financial Reconciliation has been agreed by the Town and the Licensor (or failing such agreement, as determined by an independent expert), the Licensor must provide a copy of that End of Year Financial Reconciliation to the Licensee that includes the information set out in clause 6.5(c).
- (c) The End of Year Financial Reconciliation provided to the Licensee must include:
 - (i) a statement showing the actual annual Gross Food and Beverage Revenue for the Licence Year just completed (**Actual Reconciled Gross Food and Beverage Revenue**);
 - (ii) a statement showing the actual annual EFFC Gross Revenue for the Licence Year just completed (**Actual Reconciled EFFC Gross Revenue**);
 - (iii) a statement showing the total of the Food and Beverage Payments paid to the Licensee in the Licence Year just completed; and
 - (iv) a statement showing the applicable total of Food and Beverage Payments that should have been paid to the Licensee in the Licence Year just completed as determined in accordance with the formula set out in clause 6.5(d), 6.5(e) or clause 6.5(f), as applicable (**Actual Reconciled Food and Beverage Payment Amount**).
- (d) Where the End of Year Financial Reconciliation for a Licence Year just completed shows that the Actual Reconciled Gross Food and Beverage Revenue for that same Licence Year is less than \$3,500,000 (excluding GST), then:
 - (i) the Actual Reconciled Food and Beverage Payment Amount for that same Licence Year will be determined in accordance with the following formula:

$$\text{RFBP} = \text{GFBR(R)} \times \text{RCP} \times 72\%$$

where:

RFBP is the Actual Reconciled Food and Beverage Payment Amount for the Licence Year just completed;

GFBR(R) is the Actual Reconciled Gross Food and Beverage Revenue for the Licence Year just completed as determined in the End of Year Financial Reconciliation; and

RCP is 4%,

and

(ii) where the total Food and Beverage Payments paid to the Licensee for that same Licence Year is less than the Actual Reconciled Food and Beverage Payment Amount as determined in clause 6.5(d)(i) then:

(A) the Licensee must issue a valid tax invoice to the Licensor for any amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed increased by a percentage equal to the rate of GST imposed on a taxable supply by the GST Act;

(B) the Licensor must pay to the Licensee an amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment Amount and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed plus GST; and

(C) the payment under clause 6.5(d)(ii)(B) must be paid by the Licensor to the Licensee on the date that is the later of:

- i. the date that is 20 Business Days after the date the End of Year Financial Reconciliation is agreed by the Town and the Licensor or failing such agreement, the date as determined by the independent expert; and
- ii. the date immediately following the date that the Licensor receives a valid tax invoice from the Licensee in accordance with clause 6.5(d)(ii)(A),

provided that if such a date is not a Business Day, payment may be made on the next Business Day.

(e) Where the End of Year Financial Reconciliation for a Licence Year just completed shows that the Actual Reconciled Gross Food and Beverage Revenue for that same Licence Year is equal to or more than \$3,500,000 (excluding GST) and less than \$4,000,000 (excluding GST), then:

(i) the Actual Reconciled Food and Beverage Payment Amount for that same Licence Year will be determined in accordance with the following formula:

$$\text{RFBP} = \text{GFBR(R)} \times \text{RCP} \times 72\%$$

where:

RFBP is the Actual Reconciled Food and Beverage Payment Amount for the Licence Year just completed;

GFBR(R) is the Actual Reconciled Gross Food and Beverage Revenue for the Licence Year just completed as determined in the End of Year Financial Reconciliation; and

RCP is 5%,

and

(ii) where the total Food and Beverage Payments paid to the Licensee for that same Licence Year is less than the Actual Reconciled Food and Beverage Payment Amount as determined in clause 6.5(e)(i), then:

(A) the Licensee must issue a valid tax invoice to the Licensor for any amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed increased by a percentage equal to the rate of GST imposed on a taxable supply by the GST Act;

(B) the Licensor must pay to the Licensee an amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment Amount and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed plus GST; and

(C) the payment under clause 6.5(e)(ii)(B) must be paid by the Licensor to the Licensee on the date that is the later of:

i. the date that is 20 Business Days after the date the End of Year Financial Reconciliation is agreed by the Town and the Licensor or failing such agreement, the date as determined by the independent expert; and

ii. the date immediately following the date that the Licensor receives a valid tax invoice from the Licensee in accordance with clause 6.5(e)(ii)(A),

provided that if such a date is not a Business Day, payment may be made on the next Business Day.

(f) Where the End of Year Financial Reconciliation for a Licence Year just completed shows that the Actual Reconciled Gross Food and Beverage Revenue for that same Licence Year is equal to or more than \$4,000,000 (excluding GST), then:

(i) the Actual Reconciled Food and Beverage Payment Amount for that same Licence Year will be determined in accordance with the following formula:

$$\text{RFBP} = \text{GFBR(R)} \times \text{RCP} \times 72\%$$

where:

RFBP is the Actual Reconciled Food and Beverage Payment Amount for the Licence Year just completed;

GFBR(R) is the Actual Reconciled Gross Food and Beverage Revenue for the Licence Year just completed as determined in the End of Year Financial Reconciliation; and

RCP is 6%,

and

(ii) where the total Food and Beverage Payments paid to the Licensee for that same Licence Year is less than the Actual Reconciled Food and Beverage Payment Amount as determined in clause 6.5(f)(i), then:

(A) the Licensee must issue a valid tax invoice to the Licensor for any amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed increased by a percentage equal to the rate of GST imposed on a taxable supply by the GST Act;

(B) the Licensor must pay to the Licensee an amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment Amount and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed plus GST; and

(C) the payment under clause 6.5(f)(ii)(B) must be paid by the Licensor to the Licensee on the date that is the later of:

i. the date that is 20 Business Days after the date the End of Year Financial Reconciliation is agreed by the Town and the Licensor or failing such agreement, the date as determined by the independent expert; and

ii. the date immediately following the date that the Licensor receives a valid tax invoice from the Licensee in accordance with clause 6.5(f)(ii)(A),

provided that if such a date is not a Business Day, payment may be made on the next Business Day.

6.6 Administration of the Food and Beverage Payment provisions

(a) The Licensor, Licensee and the Town must act in good faith to:

(i) monitor the EFFC Gross Revenue by using fobs and tracking sales attributable to EFFC Club Members and other patrons during the events

and functions hosted by the Licensee, being WAFL Match Days, EFFC Club Functions and Football Sporting Events; and

- (ii) administer the Food and Beverage Payment provisions provided for in this clause 6.

6.7 Promotion of Food and Beverage Facilities

The Licensee must actively promote the Food and Beverage Facilities to the EFFC Club Members and members of the general public via signage and other means (on the terms provided in this Football Licence).

6.8 EFFC Club Member discount

On and from the Commencement Date (or such earlier date as approved by the Town and the Licensor) until the expiry or earlier termination of this Football Licence, each EFFC Club Member will, on presentation of proof of membership, receive a 10% discount on all food and beverage purchases made by that EFFC Club Member from the Food and Beverage Facilities.

6.9 EFFC Fitout Contribution

- (a) On the Ex Gratia Payment Due Date, the Licensee must pay the Initial EFFC Fitout Contribution Payment to the Town by bank cheque.
- (b) The Town agrees that:
 - (i) the Initial EFFC Fitout Contribution Payment paid to the Town under clause 6.9(a) will be in part payment of the EFFC Fitout Contribution; and
 - (ii) the EFFC Fitout Contribution will be reduced by the amount of the Initial EFFC Fitout Contribution Payment paid to the Town under clause 6.9(a).
- (c) The Licensee must pay the Balance of EFFC Fitout Contribution to the Town by 12 equal monthly instalments, with the first instalment due and payable on the last day of the month in which the Ex Gratia Payment Due Date arises and all subsequent instalments payable on the last day of each month thereafter until such time as the EFFC Fitout Contribution has been repaid to the Town in full.
- (d) If the profit share arrangements contemplated under this clause 6 are not approved by the Director of Liquor Licensing within 6 months of the Commencement Date, the Licensee will repay the EFFC Fitout Contribution to the Town by 12 equal monthly instalments, with the first instalment due and payable on the last day of the month that is 6 months after the Commencement Date.

7. EFFC Discretionary Dividend

- (a) The Town may, in its sole and absolute discretion, pay the EFFC Discretionary Dividend to the Licensee in accordance with this clause 7.

- (b) The Town will not pay the EFFC Discretionary Dividend to the Licensee while there is any amount of the minimum yearly repayment of the principal and interest owing on the Treasury Loan that is unpaid in the Licence Year just completed.
- (c) Where:
 - (i) the End of Year Financial Reconciliation for the EFCP in a Licence Year shows an Actual Surplus;
 - (ii) the minimum applicable repayment amount of the principal and interest for the Treasury Loan in that Licence Year has been paid in full;
 - (iii) after payment of the Sinking Fund Contribution, there is an Adjusted Surplus; and
 - (iv) after payment of the Licensor's applicable share of the Adjusted Surplus (if any), the Town is entitled to receive a share of the Adjusted Surplus (**Town's Surplus Share**),

then,

 - (v) the Town may, in its sole and absolute discretion, elect to pay (but is not obliged to do so) the EFFC Discretionary Dividend to the Licensee.
- (d) If the Town elects to pay the EFFC Discretionary Dividend to the Licensee, it must do so within 30 Business Days after the Town's receipt of the Town's Surplus Share.

8. Function Room

8.1 Use of Function Room by Licensee

- (a) The Licensee and its Permitted Persons will have priority access to use the Function Room:
 - (i) on WAFL Match Days;
 - (ii) on EFFC Club Functions for the Permitted Use during the Hours of Use; and
 - (iii) on scheduled Football Sporting Events (if the Football Sporting Event requires the priority use of all or any part of the Function Room).
- (b) The Licensee may continue to use the Function Room for the Extended Hours of Use if the Licensee or a Permitted Person is using the Function Room for an EFFC Club Function but only for the purpose of cleaning and clearing the Function Room.
- (c) Subject to clause 8.1(d), the Licensee acknowledges and agrees that community access to and use of the Function Room (including community and individual hire) may be scheduled at the discretion of the Licensor on days and times that are not:
 - (i) WAFL Match Days;

- (ii) scheduled EFFC Club Functions; or
- (iii) scheduled Football Sporting Events that require the priority use of the Function Room.
- (d) The Licensee acknowledges and agrees that if the Licensee is only using part of the Function Room (being either "Function Area 1" or "Function Area 2"), the Licensor may at its discretion allow the unused part of the Function Room (being either "Function Area 1" or "Function Area 2", as applicable) to be used by the other Precinct Partners or for community or individual hire.
- (e) With the exception of any action taken by the Licensee in accordance with the Permitted Use (including use of sirens and public address systems consistent with its use as WAFL football oval), the Licensee must not do or permit to be done on the Football Licence Area anything which may be a nuisance or annoyance to the Licensor or to any of the Licensor's other licensees and subtenants or to the tenants or occupiers of the Surrounding Area or other property in the vicinity of the Land, and the Licensee agrees that:
 - (i) use of amplified noise in the Function Room at an Unreasonable Level is prohibited; and
 - (ii) any noise from the operation (including any generator noise) must comply with the assigned noise levels specified in the *Environmental Protection (Noise) Regulations 1997* (WA).
- (f) The Licensee acknowledges and agrees that EFBC and its Permitted Persons have priority access to that part of the Function Room identified as "Function Area 1" on the Building Plan on Pennants Days.

8.2 Scheduling EFFC Club Functions

- (a) Subject to the availability and suitability of the Function Room, the Licensee must host all of the EFFC Club Functions, social functions and other key events at the EFCP Facilities.
- (b) For the first calendar year of the Term:
 - (i) the EFFC Club Functions will include those as set out in Schedule 4; and
 - (ii) the Licensee, EFBC, EFCC and the Licensor will in good faith discuss and endeavour to reach agreement on the scheduling of any other EFFC Club Functions, EFBC Club Functions and EFCC Club Functions that are not known or anticipated as at the Execution Date.
- (c) For all calendar years other than the first calendar year, the EFFC Club Functions will, as much as is reasonably practicable, be set annually in advance for each calendar year during the Allocation Period in accordance with the procedure set out in this clause 8.2.
- (d) During the Allocation Period, the Licensor, the Licensee, EFBC and EFCC will in good faith discuss and endeavour to reach agreement on:

- (i) the priority allocation of the Function Room as between the Licensee, EFBC and EFCC for the forthcoming calendar year; and
 - (ii) the EFFC Club Functions, the EFBC Club Functions and the EFCC Club Functions for the forthcoming calendar year.
- (e) The Licensee, EFBC, EFCC and the Licensor will in good faith discuss and endeavour to reach agreement on the scheduling of any other EFFC Club Functions, EFBC Club Functions and EFCC Club Functions that are not known or anticipated during the Allocation Period.
- (f) The Licensor must not schedule EFBC Club Functions and EFCC Club Functions on a WAFL Match Day.
- (g) In discussing and endeavouring to reach agreement on the matters in clauses 8.2(b)(ii), 8.2(d) and 8.2(e), the Licensor, Licensee, EFBC and EFCC must have regard to:
 - (i) the Precinct Partners Priority Usage Policy;
 - (ii) the fixturing of the WAFL men and women seasons;
 - (iii) the fixturing of the pennant bowls season;
 - (iv) the fixturing of the pennant croquet season;
 - (v) the training activities and programs of the Licensee, EFBC and EFCC;
 - (vi) the historical scheduling of club events and fundraising activities; and
 - (vii) for each proposed EFFC Club Function, EFBC Club Function and EFCC Club Function, whether the whole Function Room is required or whether only part of the Function Room (being either "Function Area 1" or "Function Area 2" as identified on the Building Plan) is required.
- (h) If the Licensor, Licensee, EFBC and EFCC are unable to reach agreement on the matters set out in clause 8.2(b)(ii), 8.2(d) and 8.2(e), the Licensor (in consultation with the Town) will determine the scheduling of the EFFC Club Functions, the EFBC Club Functions and the EFCC Club Functions.

8.3 Scheduling Football Sporting Events

- (a) The Licensee may schedule a Football Sporting Event by following the procedures set out in this clause 8.3.
- (b) The Licensee must give the Licensor notice of the proposed Football Sporting Event, which notice must include the following information:
 - (i) the date or dates of the proposed Football Sporting Event (being a date no earlier than 14 days after the date the Licensee's notice is given to the Licensor under this clause 8.3(b));
 - (ii) the club or sporting organisation responsible for organising the Football Sporting Event (if the Licensee is not the organiser of the Football Sporting Event);

- (iii) the anticipated patron attendance for the Football Sporting Event;
 - (iv) whether or not the Football Sporting Event requires the priority use of the Function Room (provided that the anticipated patron attendance for the Football Sporting Event must meet the applicable capacity thresholds specified in clause 8.3(c));
 - (v) if the Licensee's notice under this clause 8.3(b) specifies that the Football Sporting Event requires the priority use of the Function Room and provided the anticipated patron attendance for the Football Sporting Event meets the applicable capacity thresholds specified in clause 8.3(c), whether the Football Sporting Event requires the priority use of the whole of the Function Room or just that that part of the Function Room identified as "Function Area 2" on the Building Plan; and
 - (vi) the date or dates and times of the proposed use of the Oval (if applicable).
- (c) The Licensee acknowledges and agrees that, subject to the availability of the Function Room on the dates and times requested by the Licensee, the Licensee may:
- (i) reserve that part of Function Room identified on the Building Plan as "Function Area 2" for the priority use of the Licensee or the Licensee's nominee for the duration of the Football Sporting Event, if the Licensee anticipates that the Football Sporting Event will attract at least 500 patrons at any one time but less than 1,000 patrons at any one time; and
 - (ii) reserve the whole of the Function Room (comprising both areas identified on the Building Plan as "Function Area 1" and "Function Area 2") for the priority use of the Licensee or the Licensee's nominee for the duration of the Football Sporting Event, if the Licensee anticipates that the Football Sporting Event will attract more than 1,000 patrons at any one time.
- (d) The Licensee acknowledges and agrees that if the proposed Football Sporting Event requires the priority use of all or any part of the Function Room on a day that is a Pennants Day or on a day that the Function Room is already reserved for the priority use by EFBC, EFCC or any other third party, the Licensor may decline the request to schedule the Football Sporting Event on that date requested by the Licensee.

8.4 Licensor's obligations in relation to Function Room

- (a) On WAFL Match Days and on the days of scheduled EFFC Club Functions and scheduled Football Sporting Events (that have reserved the use of all or any part of the Function Room), the Licensor is responsible for:
 - (i) table arrangement and room set up in the Function Room;
 - (ii) catering;
 - (iii) food service;

- (iv) bar service;
 - (v) cleaning and clearing the Function Room; and
 - (vi) any other activities required to prepare for and operate the Function Room on a WAFL Match Day, EFFC Club Function or Football Sporting Event (if the Football Sporting Event requires the use of all or any part of the Function Room).
- (b) The Licensee must give not less than 7 days' notice prior to the WAFL Match Day if the Licensee:
 - (i) only requires the use of part of the Function Room, being either:
 - (A) that part of the Function Room identified as "Function Area 1" on the Building Plan; or
 - (B) that part of the Function Room identified as "Function Area 2" on the Building Plan; or
 - (ii) does not require the use of any part of the Function Room, failing which it will be deemed that the Licensee requires the priority use of the whole of the Function Room for the WAFL Match Day.
- (c) The Licensee must give the Licensor not less than 7 days' notice prior to the WAFL Match Day, EFFC Club Function or scheduled Football Sporting Event (if the Football Sporting Event has reserved the use of all or any part of the Function Room) of the Licensee's requirements for its use of the Function Room including:
 - (i) the number of guests;
 - (ii) the number of tables;
 - (iii) the room layout including the requirement for any stage setup;
 - (iv) any requirements for audio-visual equipment; and
 - (v) banners, temporary signage or decorations (which must be supplied by the Licensee and provided to the Licensor no later than 24 hours (or such shorter period as agreed by the Licensor) prior to the WAFL Match Day, EFFC Club Function or Football Sporting Event).
- (d) Subject to clauses 8.4(e) and 8.4(f), the Licensee must pay to the Licensor within 14 days of written demand, all costs incurred by Licensor (on a cost recovery basis only and without any mark-up) in performing its obligations under clause 8.4(a).
- (e) If:
 - (i) the Licensee gives notice under clause 8.3(b) or 8.4(b)(i) that it only requires the priority use of part of the Function Room (being either that part of the Function Room identified as "Function Area 1" or "Function Area 2" on the Building Plan); or

- (ii) the scheduled EFFF Club Function only requires the priority use of part of the Function Room (being either part of the Function Room identified as "Function Area 1" or "Function Area 2" on the Building Plan),

the Licensee will only be responsible for the costs incurred by the Licensor in performing its obligations under clause 8.4(a) in respect of that part of the Function Room reserved by the Licensee.

- (f) If the Licensee gives notice under clause 8.3(b) or 8.4(b)(ii) that it does not require the priority use of any part of the Function Room, the Licensor agrees that it will not set aside any part of the Function Room for the priority use of the Licensee or its Permitted Persons and the Licensee will not be responsible for any of the Licensor's costs referred to in clause 8.4(a).

8.5 Use of the Group Fitness Room

- (a) The Licensor must:
 - (i) make the Group Fitness Room available for exclusive use by the Licensee and its Permitted Persons for hospitality purposes on WAFL Match Days in accordance with the provisions of this clause 8.5; and
 - (ii) subject to clause 8.5(b), ensure that no classes are scheduled in the Group Fitness Room at any time on WAFL Match Days.
- (b) The Licensee must give not less than 7 days' notice prior to the WAFL Match Day if the Licensee requires the exclusive use of the Group Fitness Room on that WAFL Match Day, failing which:
 - (i) it will be deemed that the Licensee does not require the exclusive use of the Group Fitness Room for that WAFL Match Day; and
 - (ii) the Licensor may schedule classes in the Group Fitness Room on that WAFL Match Day.
- (c) The Licensee may request the exclusive use of the Group Fitness Room for hospitality purposes on a day that is not a WAFL Match Day and the Licensor shall consider said request in good faith and in accordance with clause 8.5(f).
- (d) The request made by the Licensee under clause 8.5(c) must specify the times in which the Group Fitness Room is required by the Licensee.
- (e) For each WAFL Match Day and for each other day on which the Licensee has given notice to the Licensor that the Licensee requires the use of the Group Fitness Room in accordance with clause 8.5(b) and 8.5(c) (as applicable), the Licensee must give a written notice to the Licensor not less than 7 days prior to the relevant WAFL Match Day or other day in which the use of the Group Fitness Room is required, which must include details of the Licensee's requirements including:
 - (i) the times in which the Group Fitness Room is required for hospitality purposes on that day;
 - (ii) the estimated number of guests or patrons who will use the Group Fitness Room for hospitality purposes;

- (iii) the room layout including the requirement for any stage set up and any table arrangements (if applicable);
 - (iv) any requirements for audio-visual equipment; and
 - (v) banners, temporary signage or decorations (which must be supplied by the Licensee and provided to the Licensor no later than 24 hours (or such shorter period as agreed by the Licensor) prior to the WAFL Match Day or other day that is not a WAFL Match Day (if the Licensor consents to the Licensee's request under clause 8.5(f)).
- (f) If the Licensor receives a notice from the Licensee in accordance with clause 8.5(c) and provided there are no classes previously scheduled in the Group Fitness Room on the day on which the use of the Group Fitness Room is requested, the Licensor must:
 - (i) make the Group Fitness Room available to the Licensee on the date and at the times specified in that notice; and
 - (ii) ensure that no classes are subsequently scheduled in the Group Fitness Room on that day and at any times earlier than 4 hours before or at any times later than 2 hours after the times specified in that notice.
- (g) On each WAFL Match Day and on each other day that the Licensor has consented under clause 8.5(f) to the Licensee's request to use the Group Fitness Room, the Licensor is responsible for:
 - (i) table arrangement and room set up in the Group Fitness Room;
 - (ii) catering;
 - (iii) food and drink service;
 - (iv) cleaning and clearing the Group Fitness Room; and
 - (v) any other activities required to prepare for and operate the Group Fitness Room on the relevant WAFL Match Day or other day on which the use of the Group Fitness Room is requested.
- (h) The Licensee must pay to the Licensor within 14 days of written demand, all costs incurred by the Licensor (on a cost recovery basis only and without any mark-up) in performing its obligations under clause 8.5(g).

9. Oval

9.1 Licensee's use of the Oval

The Licensee and Licensor acknowledge and agree that:

- (a) the Oval is designated for the priority use of the Licensee during the Oval Permitted Period in accordance with the Oval Priority Usage Table; and
- (b) the Licensor and Licensee must comply with the usage arrangements set out in the Oval Priority Usage Table.

9.2 Community Use of the Oval

The Licensee and Licensor acknowledge and agree that:

- (a) subject to this clause 9.2, the rights of individuals and groups from the general public to use the Oval for Community Use outside of the Licensee's priority usage arrangements set out in the Oval Priority Usage Table, will be determined by the Licensor (in consultation with the Town) from time to time, having regard to the WAFC Requirements for playing surfaces;
- (b) the Licensor will be responsible for administering a booking system so that individuals and groups can book the Oval for Community Use (for those times and days outside of the Licensee's priority usage arrangements set out in the Oval Priority Usage Table);
- (c) any Community Use of the Oval by individuals and groups approved by the Licensor (in consultation with the Town) will be subject to and on the terms of a standard user agreement as determined by the Licensor from time to time;
- (d) the Licensor is responsible for (and for the costs of) the placement, erection and maintenance of all (if any) safety and warning signs, temporary fencing and the implementation of other safety measures which are required due to, or relate to the use of the Oval for Community Use; and
- (e) the Licensor must promptly, and in any event before the next WAFL Match Day, rectify any damage to the Oval caused by any Community Use where such damage prevents the Oval from meeting WAFC Requirements for playing surfaces.

9.3 Fencing and lighting of the Oval

The Licensee and Licensor acknowledge and agree that:

- (a) the Licensor will be responsible for ensuring that the Oval will:
 - (i) be lighted to an extent and standard that meets the WAFC Requirements (provided that the Licensor is not obliged to deliver lighting of the Oval beyond its current lighting intensity as at the Commencement Date of 250 lux); and
 - (ii) have a boundary fence around the perimeter of the Oval to an extent and standard that meets the WAFC Requirements for the conduct of a WAFL match on a WAFL Match Day, provided that:
 - (A) there will be a reasonable number of access points around the Oval for access by the public at large for Community Use in accordance with the Oval Priority Usage Table; and
 - (B) the Licensor is not obliged to move the boundary fence beyond or from its current location as at the Commencement Date.
- (b) on those times during weekdays where the Licensee has priority usage of the Oval for training activities (in accordance with the Oval Priority Usage Table), the Licensor:

- (i) must place signs around the perimeter of the Oval in order to advise members of the public that training is in progress and public access is not permitted whilst training is taking place; and
- (ii) must ensure that members of the general public do not access and are not allowed to remain on the Oval during those training activities.

9.4 Licensor's obligations

- (a) The Licensor must exclude and restrain from being on the Oval or in the Football Licence Area any member of the general public who:
 - (i) uses the Oval or attempts to use the Oval while the Licensee is using the Oval or the Football Licence Area under the Licensee's priority usage arrangements set out in the Oval Priority Usage Table;
 - (ii) uses the Oval for unlawful purposes;
 - (iii) uses the Oval in any way which poses a risk to human health or safety or the environment;
 - (iv) uses the Oval in any noisy, noxious or offensive manner or for any illegal purpose;
 - (v) fails to comply with any present or future Laws or Requirements relating to the Oval or its use or occupation;
 - (vi) causes damage to the Oval which is not fair wear and tear consistent with use by the general public; or
 - (vii) does anything which in the reasonable opinion of the Licensee may become a nuisance, disturbance or annoyance to the Licensee, a Permitted Person or other members of the general public.
- (b) Subject to clause 9.4(d), the Licensor may temporarily restrict or limit access to or use of areas of the playing surface of the Oval that are adversely impacted by access to and use of the Oval by members of the general public.
- (c) The Licensor may (in consultation with the Licensee) temporarily restrict or limit access to or use of high traffic areas of the playing surface of the Oval (including the centre circle and goal squares) for the purpose of preserving and protecting the playing surface.
- (d) The Licensor is not entitled to permanently restrict or limit access to or use of the Oval by members of the general public.

10. Naming of Oval, Building and Sponsorship arrangements

10.1 Licensor's sponsorship obligations

- (a) The Licensor must not, without the Licensee's prior written consent, enter into any third party signage, naming rights or sponsorship arrangements for the EFCP where such third party signage, naming rights or sponsorship conflicts with the Licensee's existing sponsorship arrangements.

- (b) The Licensor acknowledges and agrees that it must not install any signage or enter into any sponsorship arrangements in respect of the Football Licence Area without the Licensee's prior written consent.

10.2 Licensee and Town Naming Rights

- (a) The Licensee may:
 - (i) enter into an agreement or arrangement with a third party (**Naming Rights Party**) for the purpose of naming the Naming Rights Area, on terms and conditions acceptable to both the Licensee and the Town (acting reasonably); and
 - (ii) throughout the Term maintain an agreement or arrangement with a Naming Rights Party for the purpose of naming the Naming Rights Area.
- (b) The Licensee must obtain the Town's prior written approval to the proposed agreement for the naming of the Naming Rights Area before the Licensee enters into that agreement with the Naming Rights Party.
- (c) Subject to the Licensee's rights under clause 12.3 and clause 12.4 and with the exception of the Licensee's name, the Licensee must not name all or any part of the Football Licence Area unless:
 - (i) there is an agreement or arrangement in place with the Naming Rights Party; and
 - (ii) the Licensee does so as part of the Naming Rights Area.
- (d) The Licensee and the Town agree that any proposed naming of a Naming Rights Area for the Naming Rights Party:
 - (i) must not involve or relate to the promotion of any gambling, alcohol, tobacco, e-cigarettes, vaporisers, electronic smoking implements, adult entertainment, pornography, prostitution, political messages or any other goods, services or activities that are illegal;
 - (ii) may include the name and/or logo including any replacement name and/or logo of:
 - (A) the Licensee;
 - (B) the Town;
 - (C) the Licensor (in its capacity as operator of the EFCP);
 - (D) any good;
 - (E) any service;
 - (F) any manufacturer of any good;
 - (G) any supplier of any service;
 - (H) any commercial or business enterprise; and/or

- (l) any name of any person;
- (iii) does not preclude or prevent the Town and the Licensor from naming the Food and Beverage Facilities, including the name "Carnaby's Café, Bar and Restaurant"; and
- (iv) does not preclude or prevent the Licensor from naming the Health Club with the Licensor's own name, logo or branding, including the name "B Active East Fremantle".
- (e) The Licensee and the Town agree that all Annual NR Net Revenue in each Licence Year will be shared as followed:
 - (i) the first \$100,000 (excluding GST) of the Annual NR Net Revenue in a Licence Year will be paid to the Licensee; and
 - (ii) the proportion of the Annual NR Net Revenue in a Licence Year that exceeds the sum of \$100,000 (excluding GST) will be shared as between the Town and the Licensee in equal shares.

10.3 Licensor's Acknowledgements

The Licensor acknowledges and agrees that:

- (a) it must not be a party to the agreement or arrangement with the Naming Rights Party for the naming of the Naming Rights Area;
- (b) it is not entitled to receive any revenue from the Naming Rights Party under the agreement or arrangement for the naming of the Naming Rights Area; and
- (c) all revenue received from the Naming Rights Party under the agreement or arrangement for the naming of the Naming Rights Area are expressly excluded from and must not form part of the revenue generated from the operation and management of the EFCP.

11. WAFL Match Days

11.1 Use of the Dog Park Area

- (a) Subject to the Town completing the necessary statutory processes in accordance with the *Dog Act* 1976 (WA) and Council of the Town resolving to close the Dog Park Area to members of the public on WAFL Match Days (other than those patrons attending a WAFL match), the Licensee may access and use the Dog Park Area on WAFL Match Days, including for the purpose of installing temporary toilets.
- (b) The Town must display clear signage and conduct an advertising campaign reasonably sufficient to inform members of the public about temporary changes to public access to the Dog Park Area on WAFL Match Days;
- (c) The Licensor:
 - (i) must maintain adequate insurances, safety measures and security protocols to ensure a safe environment for all patrons in attendance within the Dog Park Area on WAFL Match Days;

- (ii) will be responsible for all other temporary facilities, infrastructure and activities required to prepare and operate the Dog Park Area for the Licensee's access and use on WAFL Match Days; and
- (iii) will be responsible for making good any damage caused or contributed to by the Licensee's access and use of the Dog Park Area on WAFL Match Days.
- (d) The Licensee must pay to the Licensor, on demand, all costs incurred by Licensor (on a cost recovery basis only and without any mark-up) in performing its obligations under clause 11.1(c).

11.2 Temporary Infrastructure

- (a) The Parties acknowledge and agree that prior to the installation of any Temporary Infrastructure within the Temporary Infrastructure Area:
 - (i) the Licensor must procure a property condition report of the Temporary Infrastructure Area and its immediate surrounds which includes contemporaneous photographs that evidence the condition of the turf and all improvements, infrastructure, plant and equipment and other apparatus immediately prior to the installation of the Temporary Infrastructure (**Condition Report**); and
 - (ii) the Licensor and Licensee must agree in writing that the Condition Report accurately records the condition of the Temporary Infrastructure Area and its immediate surrounds immediately prior to the installation of the Temporary Infrastructure.
- (b) Subject to clause 11.2(a), the Licensee may procure, place and install the Temporary Infrastructure on the Temporary Infrastructure Area for the duration of each WAFL season, subject to:
 - (i) the installation being substantially in accordance with the Temporary Infrastructure Plan; and
 - (ii) the Licensee obtaining all necessary plans, specifications and statutory approvals in respect of placing and installing the Temporary Infrastructure (including, if required, WAPC approval).
- (c) The Licensee must remove the Temporary Infrastructure as soon as reasonably practicable following the conclusion of each WAFL season and in any event no later than two (2) weeks after the conclusion of each WAFL season.
- (d) The Licensee must, at the Licensee's cost:
 - (i) keep the Temporary Infrastructure in good repair and secure for the duration of each WAFL season;
 - (ii) ensure that all insurances that Licensee is required to take out and keep in force under clause 15.2 extend to the Temporary Infrastructure Area and the installation and use of the Temporary Infrastructure; and

- (iii) make good any damage to the EFCP caused or contributed to by the installation or removal of the Temporary Infrastructure, including:
 - (A) in the case of all improvements, infrastructure, plant and equipment and other apparatus, to a condition consistent with their condition as disclosed in the Condition Report; and
 - (B) in the case of the turf and soil, to a condition that is substantially the same condition as disclosed in the Condition Report (through soil and turf replacement, soil restoration and turf repair).
- (e) Within one month of the end of the first WAFL season following the Commencement Date, the Parties must, in good faith, meet to review the Temporary Infrastructure arrangements and consider improvements to the location and operation of the Temporary Infrastructure for subsequent WAFL seasons.

11.3 Car Parking Area

- (a) The Town and the Licensor must ensure that, on WAFL Match Days, the Licensee has priority use of the Car Parking Area, subject to:
 - (i) the Licensor and the Licensee liaising and making arrangements in relation to the use and operation of the Car Parking Area on WAFL Match Days; and
 - (ii) the Licensee considering in good faith all reasonable requests of the Licensor to use a specified number of car parking bays in the Car Parking Area at specified times on WAFL Match Days, provided that the Licensor's proposed use of the car parking bays does not unreasonably interfere with the Licensee's WAFL Match Day activities.
- (b) For Football Events and EFFC Club Functions, the Licensee may request the priority use of a specified number of car bays within the Car Parking Area and the Licensor must use its reasonable endeavours to accommodate the Licensee's request having regard to number to the needs and requirements of other users of the EFCP on the dates and times on which the Football Event or EFFC Club Function is proposed to take place.
- (c) The Licensee must not charge any person a fee for use of the Car Parking Area.

11.4 Fan engagement activities

On WAFL Match Days, the Licensee may, in conjunction with and subject to the Licensor's prior written consent (which must not be withheld unreasonably), host activities that, in the Licensee's reasonable opinion, enhance the game day experience, including:

- (a) live music;
- (b) kids' zones; and
- (c) promotional giveaways.

41

Football Licence

12. Licensee's Obligations

12.1 No alterations to the Football Licence Area

The Licensee must not:

- (a) erect or build or permit or cause to be erected or built on the Football Licence Area any permanent structures or improvements or other thing that is a fixture; or
- (b) interfere with, alter or make any connection to the EFCP Services, the Licensor's Property and the Licensee's Property.

12.2 Comply with Laws and requirements

- (a) The Licensee must use the Football Licence Area only for lawful purposes.
- (b) The Licensee must punctually comply with and observe at the Licensee's expense all present and future Laws, Local Government Laws and Requirements which relate to the Football Licence Area.

12.3 Signage within the EFCP

- (a) Subject to clause 12.3(c), the Licensee must not display from, install, replace, maintain or affix any signs, notices or advertisements on or within the Football Licence Area (other than temporary sponsorship signs installed or displayed for the duration of a WAFL Match Day or EFCF Club Function and signage on the boundary fencing and turf of the Oval) or any other part of the EFCP, without the prior written consent of both the Licensor and the Town.
- (b) Both the Licensor and the Town may grant or withhold their consent under clause 12.3(a), in their absolute discretion.
- (c) The Licensor grants to the Licensee the exclusive right, at the Licensee's expense to install, display, remove, replace and maintain, subject to the Licensee obtaining all necessary permits from the relevant authorities:
 - (i) signs (including signs identifying the Licensee's identifying name, image or logo as a sporting club and the Licensee's sponsorship and third party advertising signage) on the boundary fencing around the Oval;
 - (ii) advertising and sponsorship markings on the turf of the Oval, with such markings to be applied by and removed by the Licensor at the direction of the Licensee;
 - (iii) temporary sponsorship signs on or within the Football Licence Area on WAFL Match Days and EFCF Club Functions, provided such signs are only displayed for the duration of the WAFL Match Day or EFCF Club Function (as applicable); and
 - (iv) signs (including signs identifying the Licensee's identifying name, image or logo as a sporting club and the Licensee's sponsorship and third party advertising signage) comprising:
 - (A) sponsorship signage in the Naming Rights Area;

- (B) the Video Board (including the times for the use and operation of the Video Board); and
- (C) any other signage within the Football Licence Area (other than signage erected pursuant to clauses 12.3(c)(i), 12.3(c)(ii) and 12.3(c)(iii)),

of the number, type, size, location, appearance and operating hours as shown on the EFFC Signage Plan,

and the Town consents to the signs and markings erected pursuant to this clause 12.3(c) provided such signs comply with the requirements of clause 12.3(e).

- (d) The Licensee may, at any time during the Term, replace any sign installed:
 - (i) on the boundary fencing around the Oval pursuant to clause 12.3(c)(i); and
 - (ii) any other signage installed pursuant to clause 12.3(c)(iv) with a replacement sign of the same type, number, size, location and appearance as set out in the EFFC Signage Plan,

provided that:

 - (iii) the Licensee has obtained all necessary permits from the relevant authorities for that replacement sign (if applicable); and
 - (iv) the replacement sign otherwise complies with the requirements of clause 12.3(e).
- (e) Subject to clause 12.3(f) and 12.3(g), the Licensee must not install, display, grant rights or enter into any arrangements for third party signage, advertising, naming rights or sponsorship arrangements involving or relating to the promotion of any gambling, alcohol, tobacco, e-cigarettes, vaporisers, electronic smoking implements, adult entertainment, pornography, prostitution, political messages or any other goods, services or activities that are illegal.
- (f) Clause 12.3(e) does not prohibit the display of alcohol advertising:
 - (i) at the point of sale locations within the Food and Beverage Facilities; or
 - (ii) any signage installed pursuant to the WAFC's WAFL sponsorship licence.
- (g) The prohibition in clause 12.3(e) on third party signage, advertising or sponsorship arrangements involving or relating to the promotion of alcohol does not prohibit the installation and display of third party signage promoting any hospitality business, independent producer of alcohol or independent retailer of alcohol.
- (h) In the case of temporary sponsorship signs erected pursuant to clause 12.3(c)(iii):

- (i) the Licensee must supply the temporary sponsorship signage to the Licensor on or before the WAFL Match Day or EFCF Club Function (as applicable);
 - (ii) the Licensor (with the reasonable assistance of the Licensee) must install or display the Licensee's temporary sponsorship signage within the Football Licence Area in those locations as directed by the Licensee (acting reasonably); and
 - (iii) the Licensor (with the reasonable assistance of the Licensee) will remove the Licensee's temporary sponsorship signs from the Football Licence Area and return those signs to the Licensee following the conclusion of the WAFL Match Day or EFCF Club Function (as applicable).
- (i) In the case of signage on the boundary fencing around the Oval erected pursuant to clause 12.3(c)(i), the Licensor must not materially inhibit or allow to be materially inhibited the visibility of any permitted sign of the Licensee on the boundary fencing around the Oval.

12.4 Signage Application

- (a) The Parties acknowledge and agree that if the Licensee seeks to install or display any other signage within the EFCF, being any signage in addition to that installed or displayed pursuant to clause 12.3(c) (**Additional Signage**), this clause 12.4 will apply.
- (b) The Licensee must collaborate with the Licensor (and, if applicable, EFBC and EFCC) to agree on the preferred number, size, location and appearance of the Licensee's proposed Additional Signage within the EFCF.
- (c) As soon as practicable after reaching agreement under clause 12.4(b), the Licensor must prepare a draft application to the WAPC on behalf of itself and the Licensee (and, if applicable, EFBC and EFCC) for approval of the Licensee's proposed Additional Signage within the EFCF.
- (d) In preparing the Signage Application, the Licensor must, in conjunction with the Licensee (and, if applicable, EFBC and EFCC) consult with the Town and obtain the Town's consent (by submitting the draft Signage Application to the Town) in accordance with clause 12.4(e) for the type, number, size, location and appearance of the signs comprising the proposed Additional Signage.
- (e) Within 28 days of the Town's receipt of the draft Signage Application, the Town must provide notice to the Licensor:
 - (i) confirming that it consents to the type, number, size, location and appearance of all of the signs that are proposed in the draft Signage Application; or
 - (ii) identifying those signs proposed in the draft Signage Application, that the Town does not consent to and including written reasons for the Town withholding its consent,

it being acknowledged and agreed that, except in the case of manifest error, the Town will be deemed to have consented to all of the signs that are proposed

in the draft Signage Application if the Town fails to provide notice within the 28 day period in this clause 12.4(e).

- (f) The process under clauses 12.4(d) and 12.4(e) will be followed until the Town has consented to or is deemed to have consented to the type, number, size, location and appearance of all of the signs that are proposed in the draft Signage Application
- (g) The Licensor and the Licensee do not require the Town's consent under clauses 12.4(d) and 12.4(e) for any signage (including any replacement signage) installed or displayed pursuant to clause 12.3(c).
- (h) The Licensor and the Licensee must ensure that the Signage Application that is submitted to the WAPC is in the same form (in terms of the type, number, size, location and appearance of all of the signs comprised in the Signage Application) as that which the Town has consented to or is deemed to have consented to under clause 12.4(e).
- (i) In submitting the Signage Application to the WAPC, to the extent that the Football Sublease or this Football Licence imposes an obligation on the Licensee to obtain the Licensor's consent to any signage:
 - (i) the Licensee is not required to obtain the Licensor's consent; and
 - (ii) the Licensor is deemed to have granted unconditional consent to any signage referred to in that Signage Application.
- (j) If:
 - (i) the Town consents to or is deemed to have consented to the type, number, size, location and appearance of all of the signs that are proposed in the Signage Application that is submitted to the WAPC; and
 - (ii) the WAPC approves that Signage Application,

then to the extent that the EFCP Lease, the Football Sublease or this Football Licence imposes an obligation on the Licensee to obtain the Town's consent to any signage and provided such signage complies with clause 12.3(e):

 - (iii) the Licensee is not required to obtain that consent to any signage (including any replacement signage) of the type, number, size, location and appearance as set out in that Signage Application; and
 - (iv) the Town is deemed to have granted prior written and irrevocable unconditional consent to any signage of the type, number, size, location and appearance as set out in that Signage Application.

12.5 No noxious or illegal uses

- (a) The Licensee must not do or permit to be done on the Football Licence Area anything which in the reasonable opinion of the Licensor may be illegal, immoral, noisy, noxious or offensive or may become a nuisance or disturbance, obstruction or cause of damage, whether to the Licensor, the Town or the other occupiers, tenants, subtenants, licensees or users of the Surrounding Area, the EFCP or any other land in the vicinity of the Football Licence Area.

- (b) This clause 12.5 does not prohibit football matches, Football Sporting Events; training activities or EFCP Club Functions which generate a normal amount of vehicular or pedestrian traffic congestion in and around the EFCP, or normal levels of amplified sound or crowd noise when compared with other comparably sized WAFL football venues.

12.6 Restrictions in use of Football Licence Area by Licensee

- (a) The Licensee must not:
 - (i) smoke tobacco or any other substance or use e-cigarettes, vaporisers or other electronic smoking implements, and the Licensee must ensure that no Permitted Person:
 - (A) smokes tobacco or any other substance; or
 - (B) uses e-cigarettes, vaporisers and any other electronic smoking implements,
 in any part of the Football Licence Area except in designated smoking areas;
 - (ii) permit the sale of tobacco products, e-cigarettes, vaporisers and any other electronic smoking implements within any part of the Football Licence Area;
 - (iii) use or permit to be used any of the Licensor's Property, the Town's Property or the EFCP Services other than for their designed purposes;
 - (iv) sell any of the Town's Property or the Licensor's Property;
 - (v) grant or allow to arise any Security Interest in the Town's Property or the Licensor's Property;
 - (vi) install anything in or on the Football Licence Area that overloads any of the EFCP Services or other cables, switchboards, circuits or sub-boards through which electricity is conveyed to or through the Football Licence Area;
 - (vii) do or permit anything to be done on the Football Licence Area which in the reasonable opinion of the Licensor will result in noise or behaviour that will have an adverse impact on the amenity of nearby residents;
 - (viii) sleep at the Football Licence Area;
 - (ix) burn any rubbish or waste at the Football Licence Area;
 - (x) bring onto or keep on the Football Licence Area anything of a flammable, dangerous or hazardous nature;
 - (xi) bring on or keep any animal or bird to or on the Football Licence Area; or
 - (xii) permit another person to do any of these things.

- (b) This clause 12.6(a) does not prohibit activities within the Football Licence Area which are Permitted Uses.

12.7 Use of Sanitary appliances

The Licensee must not use or permit to be used the lavatories, grease traps and other sanitary appliances installed in the Football Licence Area or elsewhere in the Building for any purpose other than that for which they were constructed and not throw or cause or allow to be thrown or disposed in such appliances any sweepings, rubbish, rags, ashes, tea leaves or other substances therein.

12.8 No overloading of electrical circuits

The Licensee must not, without the prior written consent of the Licensor, install any electrical equipment in the Football Licence Area that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Football Licence Area.

12.9 Use of Football Licence Area

The Licensee must only use the Football Licence Area for the Permitted Use and for no other use or purpose.

12.10 NABERS Rating & Energy Efficiency

- (a) The Licensee acknowledges and agrees that the Licensor is required to operate the Building and the Football Licence Area in a manner which improves the energy efficiency and water efficiency of the Building and the Football Licence Area.
- (b) The Licensee must:
 - (i) use and use its reasonable endeavours to cause each Permitted Person to use all Services consumed on or for the Football Licence Area efficiently and in a manner that minimises waste;
 - (ii) comply with and use its reasonable endeavours to cause each Permitted Person to comply with all reasonable requests made by the Licensor in relation to the energy and water efficiency of the Building, the energy efficiency of the Oval lighting and to maintain the NABERS rating of the Building;
 - (iii) use its reasonable endeavours to assist the Licensor in its initiatives to reduce energy and water consumption and waste by using the Services, the Building and the Football Licence Area in an efficient manner;
 - (iv) use the Football Licence Area in a manner which complies with the sustainability criteria for the Football Licence Area as specified by the Licensor from time to time;
 - (v) not do or omit to do anything which has, or may have a detrimental effect on the NABERS rating or the energy efficiency or water efficiency of the Football Licence Area or permit another person from doing so; and

- (vi) must not make any Claims as a result of the Licensor carrying out any works required to be conducted to maintain the NABERS rating or general energy efficiency of the Building, even if the works affect the Licensee's use or enjoyment of the Football Licence Area.

12.11 Security threats

The Licensee must:

- (a) promptly notify the Licensor or the Manager if the Licensee or a Permitted Person receives any threat or demand which relates to the Football Licence Area, or to the safety of any person or property within the Football Licence Area;
- (b) be familiar with and comply with, and ensure each Permitted Person is familiar with and complies with the Licensor's emergency evacuation procedures (if any), including any requirement for people at the Football Licence Area to participate in emergency evacuation procedures and drills;
- (c) obey and cause each Permitted Person to obey any reasonable direction given by the Licensor or the Manager relating to the control of people within the Football Licence Area and the evacuation or closure of any part of the Football Licence Area, following the giving to any person of a threat or demand of the kind referred to in this clause, or in the event of any fire earthquake or other emergency and for practice exercises of any emergency; and
- (d) if any civil defence, fire or evacuation drill is conducted in the Football Licence Area at any time, co-operate fully in the planning and control of and participation in them and to supply the Licensor with the names of the people responsible for carrying out all duties of civil defence planner and fire officer or warden in relation to the Football Licence Area and the person responsible on each floor level as applicable.

12.12 Environmental Obligations

The Licensee:

- (a) must not cause or permit the release from or onto the Football Licence Area any pollutant, Contamination or Hazardous Material;
- (b) must comply, permit the Licensor to itself comply and ensure that all the Permitted Persons comply with all Environmental Laws which are applicable to the Football Licence Area, the Licensee or to the Licensee's use of the Football Licence Area;
- (c) must give notice to the Licensor on each occasion when the Licensee becomes aware that a breach of an Environmental Law has occurred in respect of the Football Licence Area;
- (d) must notify the Licensor immediately if the Licensee becomes aware of an event, occurrence or condition which obliges the Licensee to notify an Authority that harm to the environment or any life form has or may have occurred;
- (e) must, at the Licensee's cost, decontaminate by appropriate treatment, removal or otherwise any pollution, Contamination or Hazardous Materials introduced, caused or permitted to occur by the Licensee or the Permitted Persons and in

accordance with the requirement of any relevant Authority carry out all investigative, remedial or decontamination action to the Football Licence Area and any land adjacent to the Football Licence Area as required by any Environmental Law and to the satisfaction of all relevant Authorities;

- (f) if requested by the Licensor, comply with the Licensor's environmental management system or environmental management plan for the Football Licence Area;
- (g) provide to the Licensor on demand a report on:
 - (i) the effect of any Environmental Law to the Football Licence Area;
 - (ii) any conduct or activity on the Football Licence Area relating to the Licensee's compliance or non-compliance with Environmental Law; and
 - (iii) the presence of any pollution, Contamination or Hazardous Materials on the Football Licence Area,

within a reasonable time after receipt by the Licensee of that request; and
- (h) indemnifies the Licensor, the Town and the Minister for Lands in respect of all loss, cost, damage, expense and liability suffered by the Licensor, the Town or Minister for Lands (as applicable) in relation to a breach by the Licensee of this clause 12.12.

12.13 Temporary fencing

- (a) Subject to 12.13(d), the Licensee may erect temporary fencing around the EFCP on:
 - (i) no more than two WAFL Match Days during each WAFL home and away season (excluding finals); and
 - (ii) on each WAFL Match Day that is a final during each WAFL men's and women's final series.
- (b) The Licensee is entitled to receive all gate income collected on those WAFL Match Days that fencing has been erected around the EFCP in accordance with clause 12.13(a).
- (c) The Licensee may erect temporary fencing within the EFCP to restrict access to the Football License Area and Surrounding Area on WAFL Match Days in such locations as agreed by the Licensor.
- (d) The Licensee acknowledges and agrees that:
 - (i) the Licensee must give the Licensor not less than 14 days prior written notice of the Licensee's intention to install temporary fencing around the EFCP on a WAFL Match Day (excluding finals, in which case the Licensee must give notice to the Licensor as soon as the Licensee becomes aware of the date that the final has been fixtured);
 - (ii) the temporary fencing must:

- (A) not be installed in the EFCP earlier than 48 hours prior to 8:00 am on the WAFL Match Day; and
- (B) be removed from the EFCP no later than 48 hours after 5:00 pm on the WAFL Match Day;
- (iii) for those periods before and after the WAFL Match Day, the Licensor must ensure that there are sufficient gaps in the temporary fencing to allow access to and egress from the EFCP by members of the general public;
- (iv) the Licensee must, at the Licensee's cost:
 - (A) procure or hire the temporary fencing;
 - (B) install the temporary fencing around the EFCP; and
 - (C) remove the temporary fencing from the EFCP; and
- (v) the Licensee must, at the Licensee's cost, provide any additional security or crowd control staff or employees required to control access to the EFCP while the temporary fencing is installed around the EFCP.

13. Video Board

13.1 Installation

The Licensee must procure, place and install the Video Board within the Video Board Licence Area during the Term at the Licensee's cost, subject to:

- (a) the installation being in accordance with the Video Board Plan; and
- (b) the Licensee obtaining all necessary plans, specifications and statutory approvals in respect of placing and installing the Video Board (including, if required, WAPC approval).

13.2 Connection of Video Board to electricity supply

- (a) The Licensee must, at the Licensee's cost:
 - (i) prior to the Video Board becoming operational, procure, place and install a sub-meter, wiring, cables and other apparatus necessary for the use and measurement of consumption of electricity by the Video Board; and
 - (ii) make good any damage to the EFCP caused by the installation of the Video Board and such sub-meter, wiring, cables and other apparatus, to the satisfaction of the Licensor and the Town.
- (b) Subject to the Licensee complying with its obligations under clause 13.2(a)(ii), the Licensor grants to the Licensee a licence to install any cables and wiring within the EFCP for the purpose of clause 13.2(a)(i).

13.3 Video Board Funding Contribution

- (a) Within 10 Business Days of the Licensee providing the Town with:
 - (i) a copy of all necessary plans, specifications and statutory approvals for the Video Board; and
 - (ii) a tax invoice for the amount of the Video Board Funding Contribution, the Town must pay to the Licensee the Video Board Funding Contribution.
- (b) The Licensee must apply the Video Board Funding Contribution to the installation and maintenance of the Video Board.

13.4 Ownership, operation and use

- (a) The Licensee will:
 - (i) retain ownership of the Video Board;
 - (ii) be responsible for the maintenance of, and all costs associated with the operation, maintenance and replacement of the Video Board;
 - (iii) retain all advertising revenue generated by the Video Board (other than any advertising undertaken pursuant to the Naming Rights Agreement, which will form part of the Annual NR Net Revenue); and
 - (iv) reserve 5% advertising time on the Video Board for initiatives of the Town and/or the local community, at no cost to the Town.
- (b) The Licensee may:
 - (i) use and operate the Video Board at all times in accordance with the EFFC Signage Plan as approved by the WAPC for the purpose of:
 - (A) promoting football-related content;
 - (B) promoting advertising partners and sponsors;
 - (C) promoting initiatives of the Town and/or the local community;
 - (D) promoting third party advertising content;
 - (E) fan engagement; and
 - (F) other related purposes; and
 - (ii) sell excess advertising time on the Video Board to third parties (including the Naming Rights Party),

provided that, subject to clause 13.4(c), the advertising content does not involve or relate to the promotion of any gambling, alcohol, tobacco, e-cigarettes, vaporisers, electronic smoking implements, adult entertainment, pornography, prostitution, political messages or any other goods, services or activities that are illegal.

- (c) The prohibition in clause 13.4(b) on third party signage, advertising or sponsorship arrangements involving or relating to the promotion of alcohol does not prohibit the installation and display of third party signage promoting any local hospitality business, independent producer of alcohol or independent retailer of alcohol or any advertising pursuant to the WAFC's WAFL sponsorship licence.

14. Repair and maintenance of the Football Licence Area

14.1 Licensee's repair and maintenance obligations

- (a) The Licensee must at the Licensee's own expense repair, maintain and keep the Licensee's fixtures, fittings, equipment and furnishings (if any) installed within the Football Licence Area:
 - (i) in good and substantial repair, order and condition;
 - (ii) so that they remain in at least the same condition as at the Commencement Date, fair wear and tear excepted.
- (b) Subject to clauses 14.1(c) and 13.4(a)(ii), the Licensee has no obligation to repair, maintain and keep the Football Licence Area in good and substantial repair, order and condition.
- (c) The Licensee must, at the Licensee's own expense, repair any damage or disrepair to the Football Licence Area caused by any deliberate or wilful act or omission of the Licensee or any Permitted Person.

14.2 Cleaning

The Licensee must:

- (a) not allow any rubbish, trade waste, cartons, boxes, containers, sporting equipment, footballs or accumulation of useless property within the Football Licence Area or the Surrounding Area except in areas designated for that purpose by the Licensor; and
- (b) dispose of and store, and ensure all Permitted Persons dispose of any store all general waste and all recyclable materials within the waste collection points and the recyclable materials collection points in the Football Licence Area from time to time designated for that purpose by the Licensor.

14.3 Repair and Maintenance of Oval

- (a) The Licensor must prepare, repair and maintain the Oval to a high standard and in accordance with the WAFC Requirements, and in any event to ensure that there is no disruption to fixtured WAFL and WAFL Women's football matches (whether pre-season, home and away season or final series) and any training activities of the Licensee.
- (b) The Licensor's obligations under clause 14.3(a) extends to:
 - (i) maintenance, inspecting, testing and treatment of the playing surface of Oval;

- (ii) ensuring the Oval remains adequately drained;
- (iii) all soil and root treatments and irrigation activities required to maintain healthy root zone layers and healthy turf growth;
- (iv) all turf repair, turf replacement, turf enhancement, turf inspections, turf testing and turf treatment activities;
- (v) keeping all areas on the Oval free from pests, disease and weed infestation;
- (vi) preparing the Oval for matches and permitted training, in conjunction with the directions of the Licensee, including:
 - (A) mowing the turf of the Oval and ensuring that the grass is kept at a uniform length;
 - (B) painting line markings in accordance with the relevant AFL guidelines and WAFC Requirements; and
 - (C) painting advertising markings on the turf and removing such advertising markings as and when required,
- (vii) ensuring that all artificial grass and synthetic surfaces are repaired and maintained, adequately drained and kept in a clean and safe condition;
- (viii) the repair and replacement of any surface reticulation and irrigation equipment; and
- (ix) the repair and replacement of any external lighting (including any light towers).
- (c) In carrying out its obligations under this clause 14.3, the Licensor must take all reasonable measures to:
 - (i) minimise disruption to the Licensee's priority usage of the Oval during the Oval Permitted Period; and
 - (ii) ensure that any repair, maintenance or preparation activities which require the Oval to be closed off from access by the Licensee, the Permitted Persons or members of the general public for any continuous period longer than 24 hours is only carried out during the Oval Maintenance Period, unless, in the reasonable opinion of the Licensor having regard to its obligations under this clause 14.3, such repair or maintenance is required on a urgent basis.
- (d) The WAFC's appointed independent turf consultants will be used to determine whether or not the playing surface of the Oval meets the WAFC Requirements if there is a dispute between the Licensor and Licensee relating to whether the playing surface of the Oval meets the WAFC Requirements. For the avoidance of doubt, the Licensor or the Licensee may request the WAFC's appointed independent turf consultant to determine whether or not the playing surface of the Oval meets the WAFC Requirements. The Licensee shall only be responsible for the cost of the consultant if the Licensee requests the WAFC's appointed independent turf consultant to determine whether the Oval meets the

WAFC Requirements and the consultant determines that the playing surface of the Oval does not meet the WAFC Requirements.

- (e) The Licensee will be responsible for setting up and removing all sporting equipment on the Oval for training activities and on WAFL Match Days including:
 - (i) goal post pads;
 - (ii) netting behind the goal posts; and
 - (iii) benches.

15. Indemnity and Insurance Provisions

15.1 Licensee's Indemnity

- (a) Except to the extent caused by any act, neglect, default or omission of the Town and/or the Licensor, or the employees, agents contractors and invited guests (but not the public at large) of the Town or Licensor (as applicable), and only in relation to those periods when the Licensee is using or occupying the Football Licence Area, the Dog Park Area (if applicable) or in the case of the Temporary Infrastructure Area (for so long as the Temporary Infrastructure Area remains in place on the EFCP), the Licensee indemnifies the Licensor, the Town and the Minister against all Claims, including legal and investigative costs and expenses, which the Licensor, the Town or the Minister may incur or become liable for in connection with the loss of life, or personal injury, or damage to any property (wheresoever occurring) arising out of the use or occupation of the Football Licence Area or the Dog Park Area by the Licensee or by its Permitted Persons to the extent occasioned by any act, neglect, default or omission by the Licensee or by its Permitted Persons.
- (b) Except to the extent caused by any act, neglect, default or omission of the Town and/or the Licensor, or the employees, agents, contractors and invited guests (but not the public at large) of the Town or Licensor (as applicable), to the extent permitted by Law, the Licensee indemnifies the Town and the Minister from and against all Claims, including legal and investigative costs and expenses, relating to:
 - (i) injury to, illness of, or death of, any person;
 - (ii) loss (including loss of use), injury, damage or destruction to any property or the Football Licence Area or the Dog Park Area (while those areas are being used by the Licensee on WAFL Match Days);
 - (iii) any inquiry, investigation, notice, direction, order, proceeding or prosecution instituted under or in relation to the WHS Legislation or the *Coroners Act 1996* (WA);
 - (iv) any Contamination, pollution or Environmental Harm;
 - (v) any remediation required to be carried out by the Licensee under this Football Licence in respect of the Land or the Surrounding Area or

otherwise having to comply with any Environmental Notice or any other notice received from an Authority; and

- (vi) any other act, neglect, default or omission by the Licensee or any Permitted Persons,

directly or indirectly caused by, arising out of, or in connection with the Licensee's or any Permitted Person's use of or access to the Football Licence Area or the Dog Park Area (while those areas are being used by the Licensee on a WAFL Match Day).

- (c) The obligations of the Licensee under clauses 15.1(a) or 15.1(b) continue after expiration or earlier determination of this Football Licence.

15.2 Insurance

- (a) The Licensee must, before the Commencement Date, take out and at all times keep in force with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy, a public liability policy on a "losses occurring basis" with a cover for any one occurrence of not less than the Insured Amount or a greater amount as the Licensor may reasonably require.
- (b) The Licensee must prior to the Commencement Date take out and at all times keep in force on a "losses occurring basis" with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy:
 - (i) a policy of insurance to cover the Licensee's Property against loss or damage due to fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rainwater, earthquake, riot, civil commotion, malicious damage, impact by vehicles, sprinkler leakage, water damage, aircraft and articles dropped from aircraft and other risks against which in the opinion of the Town a licensee may and does ordinarily insure in the full replacement value;
 - (ii) a policy of employer's indemnity insurance;
 - (iii) a policy of volunteer personal accident insurance; and
 - (iv) any other insurances required by Law, or which are from time to time specified in writing to the Licensee as being, in the Licensor's reasonable opinion, policies of insurance with a prudent licensee should take out.

15.3 Licensor's Rights

If the Licensee does not take out and keep in force any policy of insurance in accordance with clauses 15.2(a) and 15.2(b), the Licensee:

- (a) irrevocably appoints the Licensor and its attorney to do all things and sign all documents necessary to give effect to this clause, at the Licensee's cost; and

- (b) assigns to the Licensor all its rights and benefits under the policy of insurance, including the right to any money received by the Licensee, to secure the Licensee's Obligations under clause 15.2.

15.4 Produce Policies and Receipts for Premiums

The Licensee must, before the Commencement Date, produce to the Licensor and the Town certificates of currency issued by an Approved Insurer, and at any time on demand the original of, any policies of insurance required to be taken out by the Licensee under this Football Licence and the receipts relating to the payment of premiums on them and on demand produce annual certificates of renewal for them and on demand produce certificates of currency for them.

15.5 Increase in Insurance Premiums

- (a) The Licensee and its Permitted Persons must not bring onto or keep in the Football Licence Area anything of a flammable, dangerous or hazardous nature and not without the prior written consent of the Licensor bring onto and keep anything or do any act in the Football Licence Area which may increase the rate of the Insurance Premiums.
- (b) If the Licensee or a Permitted Person does or permits to be done any act which has the effect of invalidating or avoiding any policy of insurance taken out by the Licensor and/or the Town, then without limiting any other right of the Licensor or the Town, the Licensee will be responsible for, and must pay and discharge on demand, any damage or loss which the Licensor suffers as a result.

15.6 Insurance

The Licensee must pay to the insurer before the date specified by it for payment, all premiums as and when owing for the insurance policies to be taken out and maintained by the Licensee under this Football Licence.

16. Additional Covenants by Licensee

16.1 No encumbrances

The Licensee must not mortgage, charge or encumber the Licensee's interest in this Football Licence or any of its fixtures, fittings or improvements in the Football Licence Area or agree so to do without the prior consent in writing of the Town.

16.2 No interest in land

The Licensee acknowledges and agrees that nothing in this Football Licence grants the Licensee an interest in land and the Licensee must not lodge any caveat at Landgate to protect its interests under this Football Licence.

16.3 Pass on notices

The Licensee must immediately give notice in writing to the Town of any notice received by the Licensee from any Authority relating to the Football Licence Area.

16.4 Management Committee for EFCP

The Licensee, Licensor and Town acknowledge and agree that:

- (a) the Town may delegate all or any of its rights and decision making powers in relation to the operation and management of the EFCP to a committee established under section 5.9(2)(c) of the LGA (**Committee**);
- (b) if the Town makes a delegation in accordance with clause 16.4(a) and that delegation includes a requirement that the composition of that Committee must include a representative from each of the Precinct Partners, then:
 - (i) each Precinct Partner must have no more than one representative on that Committee at any time;
 - (ii) the Town may have at least two representatives on the Committee (being either employees or elected members of the Town);
 - (iii) there may be up to two local residents (as representatives of the local community) on the Committee; and
 - (iv) the Licensee must:
 - (A) cause an office-bearer or employee of the Licensee to be appointed as a representative of the Committee (**EFFC Representative**); and
 - (B) give notice in writing to the Town and the Licensor of the name of the person appointed as EFFC Representative within 5 Business Days of the Licensee receiving notice of the Town's delegation; and
- (c) if clause 16.4(b) applies, the Licensee may remove and replace the EFFC Representative appointed by it at any time during the term of the delegation, provided that it must always ensure that there is no vacancy in the position of the EFFC Representative on the Committee during the term of the delegation.

17. Town's Covenants and Reservations

17.1 Town's Insurance

- (a) The Town may take out and maintain in respect of the Football Licence Area insurance policies relating to those Insurable Risks determined necessary by the Town.
- (b) For the avoidance of doubt, the Town has no obligation to take out any policy of insurance in relation to the Football Licence Area.

17.2 Town's agreements and rights

The Town can grant leases or other licences of other parts of the Land or the Surrounding Area for any use (provided such lease or licence does not derogate from the rights granted to the Licensee under this Football Licence and the Football Sublease), and the grant of any lease or licence may be made without any

compensation to the Licensee, and without affecting the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.

18. Termination

18.1 Removal of Property on Termination

The Licensee must on the expiry or sooner determination of this Football Licence:

- (a) remove from the Football Licence Area all of the Licensee's Property to the Licensor's absolute satisfaction; and
- (b) subject to clause 18.2, make good any damage to the Football Licence Area caused by the removal of the Licensee's Property, to the satisfaction of the Licensor.

18.2 No Make Good to Football Licence Area

Other than the Licensee's obligations under clauses 12.12, 14.1(c) and 18.1, the Licensor acknowledges and agrees that the Licensee is not required to:

- (a) make good any damage to the Football Licence Area; or
- (b) reinstate the Football Licence Area to the state and condition in which it was as at the Commencement Date.

19. Sale of Alcohol and Gambling

19.1 Sale of Alcohol

- (a) The Licensee must not sell or supply alcohol from the Football Licence Area or allow alcohol to be sold or supplied from the Football Licence Area except:
 - (i) by the Licensor from the Food and Beverage Facilities and, on WAFL Match Days, from the Dog Park Area, in accordance with the licence or permit granted to the Licensor (in respect of such areas) under the *Liquor Control Act 1988* (WA); and
 - (ii) in accordance with the provisions of the *Liquor Control Act 1988* (WA), *Liquor Control Regulations 1989* (WA), *Liquor Licensing Regulations 1989* (WA), *Food Act 2008* (WA), *Food Regulations 2009* (WA) and any other relevant written law that may be in force from time to time.
- (b) The Licensee acknowledges and agrees that it must comply and must ensure that its Permitted Persons comply with the requirements and conditions attaching to the licence or permit granted under the *Liquor Control Act 1988* (WA) in favour of the Licensor in respect of the Food and Beverage Facilities and the Dog Park Area (on WAFL Match Days only), if applicable.

19.2 Gambling Prohibited

The Licensee must not allow any gambling (as that term is defined by the *Gaming and Wagering Commission Act 1987* (WA)) to occur at the Football Licence Area without the Licensor's written consent (which may be withheld at the Licensor's entire discretion).

20. Default Provisions

20.1 Default provisions

If:

- (a) any payment payable under this Football Licence remains unpaid after becoming due, and this default continues after the expiration of 28 days after the Licensor has given the Licensee a written notice requiring the Licensee to remedy this default;
- (b) there is a breach or non-observance of any of the other Licensee's Obligations and the breach or non-performance continues after the expiration of twenty eight (28) days' after the Licensor has given the Licensee a written notice requiring the Licensee to remedy the breach;
- (c) there is a breach or non-observance of any of the Licensee's obligations as sublessee under the Football Sublease and the breach or non-performance continues after the expiration of 28 days after the Licensor (as sublessor) has given the Licensee (as sublessee) a written notice requiring the Licensee (as sublessee) to remedy the breach;
- (d) if the Football Licence Area is abandoned, deserted or vacated (other than for the purposes of normal vacation periods) or the Licensee is dispossessed of the Football Licence Area by process of Law; or
- (e) any Insolvency Event occurs in respect of the Licensee,

and in any such case, subject to the Town providing its prior written consent to such termination (which consent may be granted or withheld at the Town's sole and absolute discretion), the Licensor may immediately terminate this Football Licence by giving notice to the Licensee and the Term will then cease and determine but without prejudice to any other remedy or right of action of the Licensor in respect of any breach of the Licensee's Obligations.

20.2 Licensor's right to remedy

The Licensor may remedy any Event of Default by the Licensee under this Football Licence including the payment of any moneys payable by the Licensee pursuant to the provisions of this Football Licence and whenever the Licensor so elects all debts, costs and expenses incurred by the Licensor including legal costs and expenses in remedying an Event of Default, must be paid by the Licensee to the Licensor on demand.

20.3 Damage for breach of essential term

- (a) The covenants by the Licensee:
 - (i) to pay the costs incurred by the Licensor (clauses 8.4(d) and 8.5(h)) at the times and in the manner provided in this Football Licence;
 - (ii) to not make alterations to the Football Licence Area or interfere with or alter any EFCP Services (clause 12.1);

- (iii) to only use the Football Licence Area for lawful purposes and to comply with all Laws and Requirements (clause 12.2);
- (iv) to not cause any general nuisance to other users of the Land (clause 12.5);
- (v) to not use the Football Licence Area in contravention of the restrictions imposed in clause 12.6;
- (vi) to not cause or permit the release of any pollutant, Contamination or Hazardous Material on from or onto the Football Licence Area (clause 12.12);
- (vii) to repair any damage or disrepair to the Football Licence Area caused by any deliberate or wilful act or omission of the Licensee (clause 14.1(c));
- (viii) to take out and maintain a policy of public liability insurance of not less than the Insured Amount (clause 15.2);
- (ix) to not do anything that and invalidates or avoids a policy insurance taken by the Licensor or Town (clause 15.5); and
- (x) to comply with the requirements of any licence or permit granted under the *Liquor Control Act* 1988 (clause 19.1),

are (subject to paragraph (b)) essential terms of this Football Licence and the breach, non-observance or non-performance of any one or more of such terms and conditions is deemed to be an Event of Default.

- (b) The presence of paragraph (a) in this Football Licence does not mean that there are no other essential terms of this Football Licence.

20.4 Termination of Football Sublease

This Football Licence will terminate automatically on termination of the Football Sublease.

21. Notices

21.1 Delivery

- (a) Subject to a written document which expressly states that the Parties may communicate in a different way, the Parties must communicate by written notice.
- (b) A Party must send a notice to the other Party at the address listed:

Party	Address	Attention	Email
Town	135 Canning Highway, East	The Chief Executive Officer	admin@eastfremantle.wa.gov.au

	Fremantle WA 6158		
Licensor	20 Longstaff Road, Bayswater, Victoria 3153	The Chief Executive Officer	contactus@belgravialeisure.com.au
Licensee	1 Carnaby Close, East Fremantle	The Chief Executive Officer	admin@effc.com.au

- (c) A Party may vary its address by sending a written notice to the other Party.
- (d) A Party must use the new address from the time that it receives the notice.
- (e) To deliver a notice, a Party must hand deliver, post, or email it to the other Party's address.

21.2 Effect and delivery

- (a) A notice takes effect at the time stated in the notice.
- (b) If no time is stated then a notice sent by post is deemed to be received:
 - (i) three days after posting if within Australia; and
 - (ii) seven days after posting if posted to or from a place outside Australia;
- (c) If no time is stated, a notice sent by email is deemed to be received:
 - (i) at 5.00pm on the Business Day that the notice is sent; or
 - (ii) if sent after 5.00pm, then on the next Business Day.

22. Dispute Resolution

22.1 Dispute

- (a) If a Dispute arises between the Parties then a Party to that Dispute may give the other Party or Parties to that Dispute a Dispute Notice and the Parties are required to discuss the Dispute in good faith and explore the resolution of this Dispute.
- (b) If for any reason the Parties have not resolved the Dispute within ten (10) Business Days after the Dispute Notice was given, then the Dispute will be dealt with as set out in this clause.
- (c) Following service of a Dispute Notice and failure to agree the resolution of the Dispute within ten (10) Business Days after the Dispute Notice was given, the Parties are to agree the person to be the Mediator within 15 Business Days after the Dispute Notice was given and jointly appoint that person to mediate the Dispute.

- (d) If the Parties cannot reach agreement on the person to be appointed as Mediator within 15 Business Days after the relevant Dispute Notice was given, then:
 - (i) a Party may request the President of the Law Society of Western Australia (or the President's nominee) to nominate the Mediator; and
 - (ii) the Parties must jointly appoint the person nominated under clause 22.1(d)(i).
- (e) If the person nominated or appointed is unavailable or unwilling to act and the Parties are unable to agree to appoint another Mediator within 5 Business Days, then clause 22.1(d) applies.
- (f) The mediation will be conducted in accordance with the Law Society of Western Australia Model Mediation Rules.
- (g) The Model Mediation Rules are deemed to be incorporated into this clause 22.
- (h) The Parties will share equally and will be jointly and severally liable to the Mediator for the Mediator's fees for the mediation, unless otherwise agreed.

22.2 Dispute not resolved through Mediation

If the Dispute cannot be resolved through mediation in a manner that is satisfactory to the Parties within 60 Business Days after the relevant Dispute Notice was given, then the Parties must appoint an Expert to determine the Dispute for determination in accordance with clause 22.3.

22.3 Expert Determination

- (a) The Parties to the Dispute (acting reasonably) must reach agreement on:
 - (i) which type of "Expert" is to be appointed to determine the Dispute; and
 - (ii) the person to be nominated as that Expert to determine the Dispute.
- (b) If the Parties to the Dispute cannot agree on the type of "Expert" to determine the Dispute, within 65 Business Days after the relevant Dispute Notice was given, then a Party may request the President of the Law Society of Western Australia (or the President's nominee) to nominate the type of Expert.
- (c) If the Parties to the Dispute cannot agree on the person to be the Expert within:
 - (i) 65 Business Days after the relevant Dispute Notice was given (if the Parties to the Dispute are able to reach agreement on the type of Expert to determine the Dispute in accordance with clause 22.3(a)); or
 - (ii) if clause 22.3(b) applies, 5 Business Days after the type of Expert is nominated by the President of the Law Society of Western Australia (or the President's nominee),

then any Party to the Dispute may request that the President (or its nominee), as relevant to the Expert chosen to determine the Dispute, of the:

- (iii) the Institute of Chartered Accountants of Australia (Western Australia Branch) nominate an Accountant;
- (iv) Australian Institute of Architects (Western Australia Branch) nominate the Architect;
- (v) Law Society of Western Australia nominate a Legal Practitioner;
- (vi) Australian Institute of Quantity Surveyors (Western Australia Branch) nominate a Quantity Surveyor;
- (vii) Australian Property Institute (Inc) (Western Australia Division) nominate a Valuer; and
- (viii) the relevant industry body to nominate any other person with suitable qualifications and experience appropriate to determine the Dispute.
- (d) The Parties must jointly appoint the person nominated under clause 22.3(a) or 22.3(c) (as applicable) to determine the Dispute.
- (e) If the person nominated or appointed is unable or unwilling to act, then clauses 22.3(a) and 22.3(c) (as applicable) will apply.
- (f) Unless the Parties agree otherwise, the Expert:
 - (i) will act as an expert and not as an arbitrator;
 - (ii) must have no interest or duty which conflicts, or which may conflict, with his or her function as the Expert;
 - (iii) must not be a former or current employee or representative of the Parties;
 - (iv) must disclose fully to the Parties, before entering into an agreement to act as the Expert, any interest or duty which may conflict with his or her position; and
 - (v) will be entitled to refer aspects of the Dispute to a third person for the purpose of taking advice on a specific matter relating to the Dispute and will endeavour to ensure that any third party, servant, agent or consultant of the Expert will be subject to the same obligations of confidentiality as outlined in this clause 22.
- (g) Each Party:
 - (i) may be legally represented at any hearing before the Expert;
 - (ii) will be entitled to produce to the Expert any materials or evidence which that Party believes is relevant to the Dispute; and
 - (iii) will make available to the Expert all materials requested by him or her and all other materials which are relevant to his or her determination.
- (h) The Expert will not be bound by the rules of evidence and, subject to the Expert abiding by the rules of natural justice, the Expert will have the power to inform himself or herself independently as to the facts to which the Dispute relates and

to take such measures as he or she thinks fit to expedite the determination of the Dispute.

- (i) Subject to the Expert abiding by the rules of natural justice the Expert is to determine the procedures to be followed in resolving the Dispute and the Parties must co-operate promptly with those procedures, but the Expert shall in any event:
 - (i) provide the Parties with an equal and fair opportunity to make written submissions and if requested by a Party, conduct a hearing to allow the Parties to make oral submissions in support of their position;
 - (ii) provide written reasons for the Expert's determination;
 - (iii) before handing down the determination, issue the determination in draft form to the Parties and allow the Parties an equal and fair opportunity (taking into account any urgency in resolving the Dispute) to lodge written submissions concerning the proposed determination which the Expert must consider before settling and handing down the Expert's determination.
- (j) Subject to any privileges under Law, unless otherwise agreed by the Parties, all material and evidence made available for the purposes of the determination will be kept confidential, unless disclosure by a Party would be permitted under any provisions of the Deed.
- (k) The Expert's determination:
 - (i) is final and binding on the Parties;
 - (ii) will be made without delay and in any event within 20 Business Days after being appointed as an Expert, unless the Parties otherwise agree in writing; and
 - (iii) will determine what, if any, adjustments made be necessary between the Parties.
- (l) The costs in relation to a determination by the Expert will be dealt with as follows:
 - (i) the remuneration of the Expert will be advanced by the Parties to the Dispute in equal shares, unless an agreement or a determination is made under clause 22.3(l)(ii) as to who should pay for such remuneration; and
 - (ii) unless the Parties specifically otherwise agree, the Expert will determine which Party or Parties will bear the costs of the determination and in what proportion, having regard to the degree to which he or she considers a Party or Parties was at fault or unreasonable in failing to agree to the Dispute, and each Party will bear those costs accordingly.
- (m) Nothing, while in Dispute, will relieve the Parties from any of their obligations under the Deed.

- (n) Unless otherwise ordered by the Expert under clause 22.3(l)(ii), the Expert's costs shall be paid by the Parties in equal shares and each Party shall pay its own legal and other costs of the Dispute.

22.4 Urgent interlocutory relief

Nothing in this clause 22 prevents a Party from seeking urgent injunctive, declaratory or other interlocutory relief from a court, if urgently required.

23. Further Term

23.1 Further Term

- (a) If the Licensee:
 - (i) has duly and punctually paid the Licence Fee and all other money payable by the Licensee to the Licensor under this Football Licence during the Term; and
 - (ii) has duly and punctually observed and performed the Licensee's Obligations at all times up to the expiration of the Term,

then, provided the Licensee has first given the Licensor a written notice of exercise of not less than 14 months before the expiration of the Term and the Licensor wishes to take a new lease of the EFCP Premises for the "Further Term" (as that term is defined in the EFCP Lease):

- (iii) the Licensor will give the Town a notice to grant the "Further Term" (as that term is defined in the EFCP Lease); and
 - (iv) if the Town grants the Licensor the "Further Term" (as that term is defined in the EFCP Lease), the Licensor must grant the Licensee, and the Licensee must accept, a licence for the Further Term.
- (b) If a licence for the Further Term is granted pursuant to clause 23.1(a), then the new licence will be on and subject to the same terms and conditions as are contained in or implied by this Football Licence except for this provision for renewal, unless there is more than one Further Term in which event the number of Further Terms will be reduced by the Further Term then exercised.

23.2 Variation to extend term of EFCP Lease

Subject to clause 23.5, if the Town and the Licensor extend the term of the EFCP Lease beyond the "Term" (as that term is defined in the EFCP Lease), then subject to the prior written consent of the Minister for Lands, the Licensor must extend this Term for the same extended term as the varied EFCP Lease (less one day).

23.3 New licensor

Subject to clause 23.5, if the Town enters into a new lease of the EFCP Premises (**New EFCP Lease**) with a third party (**New Licensor**) and the EFCP Premises includes the Football Licence Area, then subject to the prior written consent of the Minister for Lands, the Town must cause the New Licensor to grant a licence to the Licensee for the same term as the New EFCP Lease (less one day) (**New Football Licence**), but

otherwise the New Football Licence must be on the same terms and conditions as are contained in or implied by this Football Licence.

23.4 Licence rights where no replacement EFCP Lease entered into

Subject to clause 23.5, if the Town does not enter into a New EFCP Lease in respect of the Football Licence Area (with a term to commence immediately after the expiry of the EFCP Lease or New EFCP Lease, as applicable), then subject to the written consent of the Minister for Lands, the Town will grant a new licence in respect of the Football Licence Area (**New Football Licence**) to the Licensee (as licensee) on the following terms:

- (a) the term of the New Football Licence will be equal to 20 years less the cumulative term of the Football Licence and the term of any New Football Licence (where applicable);
- (b) the term of the New Football Licence will commence on the date immediately following the expiry of the Football Licence or New Football Licence (as applicable); and
- (c) otherwise on the same terms and conditions as are contained in or implied by this Football Licence.

23.5 Cumulative terms of Football Licence

The Licensee acknowledges and agrees that the Term, the Further Terms and any extended terms or new terms granted under clauses 23.2, 23.3 and 23.4 must not exceed a total cumulative period of 21 years.

24. Insolvency Event for Licensor

The Licensee and Town acknowledge and agree that:

- (a) if an Insolvency Event occurs in relation to the Licensor; or
- (b) the EFCP Lease is otherwise terminated,

the Town may by written notice to the Licensee make this Football Licence a licence of the Football Licence Area between the Town as licensor and the Licensee as licensee on the same terms as this Football Licence.

25. General

25.1 Governing law and jurisdiction

The law of Western Australia governs this Football Licence and the Parties submit to the non-exclusive jurisdiction of the courts of Western Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Football Licence.

25.2 Severance

- (a) If a provision of this Football Licence is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Football Licence.

- (b) The remaining provisions of this Football Licence remain in full force and effect.

25.3 No waiver

- (a) A Party granting a waiver of a right under this Football Licence must give written notice of that waiver, to the Party, which benefits from the waiver.
- (b) A Party's failure, partial failure or delay in exercising a right relating to this Football Licence is not a waiver of that right.
- (c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Football Licence:
 - (i) constitutes a waiver of that right; or
 - (ii) is a defence to its own action or inaction.
- (d) The Parties may not waive or vary this clause.

25.4 No Merger and survival

- (a) A Party's rights and obligations under this Football Licence do not merge at Termination.
- (b) To the extent that a Party has not satisfied an obligation or it is a continuing obligation, that obligation survives Termination.

25.5 Manager

The Licensor may appoint an employee, officer or agent of the Licensor to manage the Football Licence Area and that Manager may represent the Licensor in all matters relating to this Football Licence.

25.6 Entire agreement

- (a) This Football Licence constitutes the entire agreement between the Parties in relation to the Licensee's use of the Football Licence Area and supersedes all prior discussions, undertakings and documents.
- (b) The Licensee has not been induced to enter into this Football Licence by a statement or alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Licensor or Town and or the Licensor's or Town's agents or consultants which is not contained in this Football Licence.

25.7 Relationship

Except where this Football Licence expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

25.8 No assignment

- (a) This Football Licence is personal to the Licensee and must not be assigned, sub-licensed or dealt with in any way

- (b) The rights, duties and obligations of the Licensor under this Football Licence may be assigned by the Licensor if the Town has consented to the Licensor's assignment of the EFCP Lease (provided that the assignee under this Football Licence is identical to the assignee under the EFCP Lease).

25.9 Counterparts

This Football Licence may be executed in any number of counterparts. All executed counterparts constitute one document.

25.10 Duty

The Licensee must pay duty and other government imposts relating to this deed and its related documents and transactions.

25.11 Licensor's Agreements and Rights

- (a) The Licensor shall not in any way be responsible for any damage from any cause whatsoever that any item or any of the Licensee's Property or any of its Permitted Person's property may at any time sustain while on the Football Licence Area or entering or leaving the Football Licence Area or the Surrounding Area, except to the extent caused or contributed to by any wilful or negligent act or omission of the Licensor or of any employees, agents, contractors or invitees of the Licensor.
- (b) The Licensor shall not in any way be responsible for any loss or damage resulting from the theft of any item while on the Football Licence Area, except to the extent caused or contributed to by any wilful or negligent act or omission of the Licensor or of any employees, agents, contractors or invitees of the Licensor.
- (c) The Licensor shall not in any way be responsible for any injuries which any person may at any time sustain while in and about or on the Football Licence Area, howsoever occurring, except to the extent caused or contributed to by any wilful or negligent act or omission of the Licensor or of any employees, agents, contractors or invitees of the Licensor.
- (d) The Licensor can grant subleases or other licences of other parts of the Land or the Surrounding Area for any use (provided such sublease or licence does not derogate from the rights granted to the Licensee under this Football Licence and the Football Sublease), and the grant of any sublease or licence may be made without any compensation to the Licensee, and without affecting the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.
- (e) Subject to clause 8.2, 9.1, the Oval Priority Usage Table and the Precinct Partners Priority Usage Policy, the Licensor can grant licences and other rights over the Football Licence Area.

25.12 Month to month licence

- (a) The Licensee may continue to use the Football Licence Area after the Expiry Date with the agreement of the Licensor.

- (b) The Licensee's right to use the Football Licence Area beyond the Expiry Date will be on a month to month basis on the same terms and conditions (with appropriate changes made) as are contained or implied in this Football Licence.
- (c) If the Licensee continues to use the Football Licence Area with the agreement of the Town after Termination, then the Licensee will be a monthly licensee on the same terms and conditions (with appropriate changes made) as are contained or implied in this Football Licence, excluding any Further Term.
- (d) The monthly licence under this clause 25.12 may be terminated by either the Licensee or the Licensor by that Party giving the other Party 1 months' notice in writing. This notice may be given at any time.

25.13 Delegation by Minister

Anything required to be done under this Football Licence by the Minister for Lands under this Football Licence may be done by the Minister of Lands or the Minister for Lands' duly appointed delegate or duly appointed representative including execution of any other documents required to give further and greater effect to this Football Licence.

25.14 Consents and approvals

Except as otherwise specifically provided in this Football Licence, any consent or approval which may be granted by the Licensor under this Football Licence may be granted or refused or granted subject to conditions in the absolute discretion of the Licensor. A consent or approval given by the Licensor to an ongoing course of conduct may be withdrawn at any time.

25.15 Emergency Management

The Licensee acknowledges and agrees that in the case of an emergency or natural disaster affecting the Perth Metropolitan area:

- (a) the Town will have unfettered access to, and use of, the Football Licence Area at all times (including during any periods in which the Licensee would have priority access under this Football Licence) if required by the Town; and
- (b) the Town will take reasonable endeavours to ensure that it gives notice to the Licensee as soon as practicable after it determines its need to use the Football Licence Area in connection with the emergency or natural disaster.

25.16 Workplace Health and Safety Act 2020

- (a) The Licensee agrees that even though the Licensee does not have exclusive possession of the Football Licence Area, for the purposes of the *Workplace Health and Safety Act 2020* (WA):
 - (i) the Licensee has control of the Oval during the Oval Permitted Period unless the Licensor (at any time) notifies the Licensee otherwise; and
 - (ii) the Licensee has control of the Building Football Licence Area during WAFL Match Days, Football Sporting Events and EFFC Club Functions unless the Licensor (at any time) notifies the Licensee otherwise.

- (b) Except to the extent caused by the Licensor or the Town, or their respective employees, agents or contractors, the Licensee releases and indemnifies and agrees to keep indemnified the Licensor, the Town and the Minister from and against all Claims for or in respect of which the Licensor is or may be or become liable by reason of the *Workplace and Safety Act 2020* (WA), in respect of the Football Licence Area or the Permitted Use.
- (c) Subject to the Licensor's obligations to undertake repairs, maintenance and testing in respect of the Football Licence Area and to comply with the Licensor's obligations under this Football Licence in respect of the Football Licence Area, and only in relation to those periods when the Licensee is using or occupying the Football Licence Area and the Dog Park Area on a WAFL Match Day (if applicable) or in the case of the Temporary Infrastructure Area, for so long as the Temporary Infrastructure remains in place on the EFCP:
 - (i) the Licensee (and not the Town nor the Licensor) is responsible for the health, safety and wellbeing of the Permitted Persons;
 - (ii) the Licensee must ensure that the Football Licence Area is in a condition that:
 - (A) does not pose any obvious and immediate risk to the health or safety of the Permitted Persons; and
 - (B) appears obviously and immediately suitable for the Permitted Persons to use the Football Licence Area having regard to the particular activity the Permitted Persons are proposing to undertake,
 on each occasion that the Permitted Persons access or use the Football Licence Area;
 - (iii) the Licensee must ensure that the Permitted Persons do not use the Football Licence Area if the area is in a condition that:
 - (A) poses a risk to the health or safety of the Permitted Persons; or
 - (B) is not suitable for use, having regard to the particular activity the Permitted Persons undertake.
- (d) The Licensee must immediately notify the Licensor of any Hazard and ensure the safety and health of each Permitted Person affected by that Hazard.

25.17 Agent

All acts and things which a Party is required or empowered to do under this Football Licence may be done by that Party or the solicitor, or other agent or representative specifically authorised in writing served on the other Parties to act on behalf of a Party under this Football Licence.

25.18 Indemnities

- (a) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Football Licence.

70

Football Licence

- (b) Each indemnity given under this Football Licence:
 - (i) is separate and independent from any other obligation of the Party giving it; and
 - (ii) is absolute, irrevocable, unconditional and payable on demand.
- (c) Each indemnity survives the termination of this Football Licence.

25.19 Special Conditions

Any Special Conditions are to be incorporated in and read as part of this Football Licence and, to the extent that there is any inconsistency between the terms of this Football Licence and the Special Conditions, the Special Conditions will prevail.

Schedule 1

1. Land

Lot 6229 on Diagram 1243 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

2. Building Football Licence Area

That part of the Building comprising the Building Football Licence Area 1 and the Building Football Licence Area 2 extending vertically from the upper surface of the floor slab to the under surface of the ceiling above the floor slab on each floor level of those premises and extending horizontally on each floor level to and including the internal surfaces of external walls, the mid or centre line adjoining or internal walls or partitions and to the internal surfaces of external windows, and including all EFCP Services and all Licensor's Property and all Town's Property in that licensed area of the Building.

3. Commencement Date:

The date immediately after the date of approval of this Football Licence by the Minister under section 18 of the LAA.

4. Term:

The term commencing on the Commencement Date and expiring on the Expiry Date.

5. Expiry Date

The expiry date of the EFCP Lease less one day being 31 March 2029.

6. Hours of Use

Between the hours of 8:30am and 11:00 pm (Monday to Saturday) or as otherwise agreed with the Licensor.

Between the hours of 8:30am and 10:00pm (Sunday) or as otherwise agreed with the Licensor.

7. Extended Hours of Use

Between the hours of 11:00pm and midnight (Monday to Saturday) or as otherwise agreed with the Licensor.

Between the hours of 10:00pm and 11:00pm (Sunday) or as otherwise agreed with the Licensor.

8. Licence Fee:

\$1.00 (ONE DOLLAR) PER annum plus GST (if demanded by the Licensor).

9. Permitted Use

- (a) Oval to accommodate WAFL – men (league, reserves and colts grades) matches and training, WAFL – women (league, reserves and colts grades) matches and training, WAFC Pathway Programs for Under 14s, Under 15s and Under 17s Development Squads, Country Football matches, Community Football matches, School Football matches (on request), Auskick programs and other Australian Rules football activities and other sporting, leisure, recreational and entertainment activities;
- (b) outdoor training, education, medical, rehabilitation and recovery activities associated with a WAFL sports organisation for the Oval;
- (c) access and egress to and from the administration offices for a WAFL football club for the Building Football Licence Area 2;
- (d) kitchen and bathroom facilities servicing the administration offices for a WAFL football club for the Building Football Licence Area 2;
- (e) match day activities associated with Australian Rules Football competitions (including away coaches' box and timekeeper box) for the Building Football Licence Area 2;
- (f) functions, catering space and food and beverage facilities and EFFC Club Functions for the Building Football Licence Area 1;
- (g) seating and standing room for EFFC Club Members and other spectator seating on WAFL Match Days for the Building Football Licence Area 1 and Building Football Licence Area 2; and
- (h) any other purpose from time to time agreed by the Parties.

10. Insured Amount:

\$20,000,000

11. Further Term

5 years (less one day) commencing on the day immediately following the Expiry Date.

12. Not Used

13. EFFC Discretionary Dividend

$\$DD = 0.4 \times \TSS

Where:

$\$DD$ = the EFFC Discretionary Dividend payable to the Licensee in respect of a Licence Year

$\$TSS$ = the Town's Surplus Share in the same Licence Year.

14. Special Conditions

14.1 Release and discharge from Licensee

- (a) The Licensee acknowledges and agrees that the Town's payments to the Licensee up to and including 31 December 2023 (which total the sum of \$243,100 (inclusive of GST)) are in full and final satisfaction of all Claims that the Licensee has against the Town in relation to the relocation of the Licensee from its former facilities on the Land to the Tricolore Community Centre and the Town's redevelopment of the Land to construct the EFCP.
- (b) The Licensee absolutely and irrevocably releases and forever discharges the Town from all or any past, present or future Claims by the Licensee arising from or in connection with the relocation of the Licensee from its former facilities on the Land to the Tricolore Community Centre and the Town's redevelopment of the Land to construct the EFCP.
- (c) The Town may plead this special condition 14.1 as an absolute bar to any of the Claims by the Licensee the subject of the release in special conditions 14.1(a) and 14.1(b).

14.2 Release and discharge from Town

- (a) The Town absolutely and irrevocably releases and forever discharges the Licensee from all or any past, present or future Claims by the Town arising from or in connection with the:
 - (i) relocation of the Licensee from its former facilities on the Land to the Tricolore Community Centre and the Town's redevelopment of the Land to construct the EFCP (save for the EFCF Fitout Contribution which is payable by the Licensee to the Town in accordance with clause 6.9); and
 - (ii) Licensee's lease and occupation of the Tricolore Community Centre.
- (b) The Licensee may plead this special condition 14.2 as an absolute bar to any of the Claims by the Town the subject of the release in special condition 14.2(a).

14.3 Review of Operation of Football Licence Area

- (a) Within one month of the end of the first WAFL season completed during the Term, the Licensee and Licensor shall review and discuss the processes set out in this Football Licence in order to determine whether any amendments can be made to this Football Licence that has the potential to:
 - (i) improve the performance, amenity or availability of the Football Licence Area to host WAFL Match Days, Football Sporting Events and EFCF Club Functions;
 - (ii) improve coordination as between the Licensor and Licensee;
 - (iii) minimise the day to day administrative burden of the Licensor or the Licensee in complying with the terms of this Football Licence; or

- (iv) facilitate the Licensor to more effectively perform its obligations under this Football Licence.
- (b) If, following the discussions set out in special condition 14.3(a), the Licensor and Licensee identify and agree upon any such process improvements, then:
 - (i) the Licensor and Licensee may discuss the process improvement with the Town; and
 - (ii) the Licensor, Licensee and the Town may agree to amend the terms of this Football Licence to reflect that process improvement.
- (c) If the Licensee, Licensor and the Town cannot agree upon how to amend this Football Licence in accordance with special condition 14.3(b), this unamended Football Licence will continue to apply.

75

Football Licence

Schedule 2

Oval Permitted Period

Oval Permitted Period	1 January to 30 September and 1 December to 31 December in each calendar year
Oval Maintenance Period	1 October to 30 November in each calendar year

Schedule 3

Oval Priority Usage Table

	Monday – Friday		Saturday	Sunday
	Before 4 pm	After 4pm		
Licensee	Licensee priority when there is a WAFL Match Day on a weekday that commences before 4 pm	Licensee priority for training activities and WAFL Match Days (if applicable)	Licensee priority when the Saturday is a WAFL Match Day	Licensee priority when the Sunday is a WAFL Match Day
Community Use	The Oval will be available for Community Use on those weekdays when there is otherwise no WAFL Match Day scheduled on that weekday	The Oval will be available for Community Use on those weekdays when the Licensee is not conducting training activities and there are otherwise no WAFL Match Days on that weekday	The Oval will be available for Community Use when the Saturday is not a WAFL Match Day	The Oval will be available for Community Use when the Sunday is not a WAFL Match Day



Schedule 4
EFFC Club Functions

Date	EFFC Club Functions

78

Football Licence

Executed as a Deed:

Executed as a deed for and on behalf of)
the **Town of East Fremantle** by persons)
duly authorised to do so under section)
9.49A(4) of the *Local Government Act*)
1995 (WA)

Authorised person sign

Authorised person sign

Position

Position

Full Name (please print)

Full Name (please print)

Executed as a Deed by **Belgravia Health**)
& Leisure Group Pty Ltd (ACN 005 087)
463) as trustee for the Belgravia Leisure)
Unit Trust under s 127 of the Corporations
Act:

Signature of Director

Signature of Director/Company Secretary
(Delete title which does not apply)

Print name in full

Print name in full

79

Football Licence

The common seal of East Fremantle)
Football Club Inc. was hereunto affixed to)
 this deed pursuant to the constitution of)
 East Fremantle Football Club Inc. in the
 presence of each of the undersigned each
 of whom declares by the execution of this
 document that he or she holds the office in
 East Fremantle Football Club Inc. indicated
 under his or her name:

Office Holder Sign

Office Holder Sign

(Delete title which does not apply)

Full Name (please print)

Full Name (please print)

Address

Address

Office Held

Office Held

80

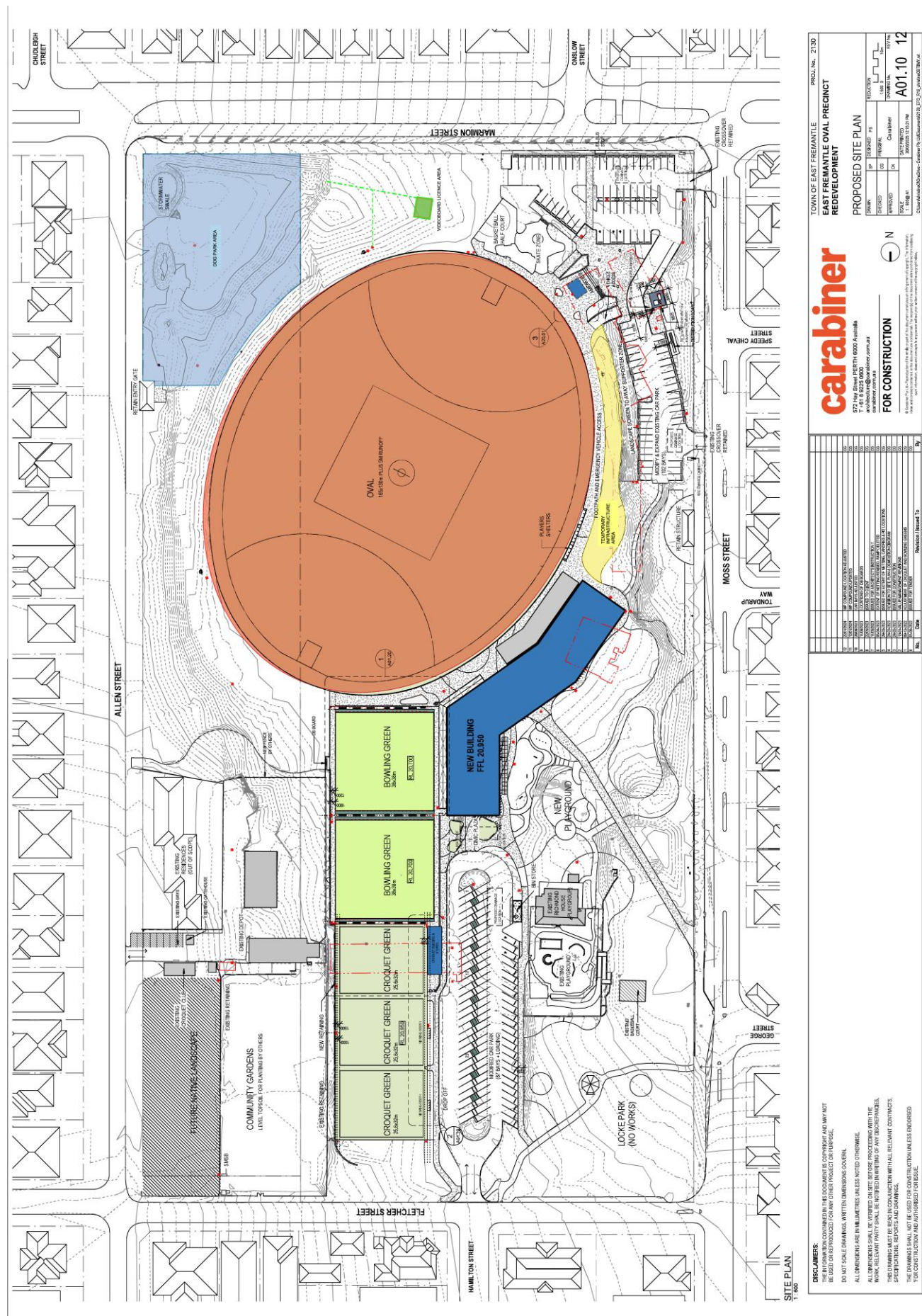
Football Licence

Annexure A - Minister's Consent Letter

81

Football Licence

Annexure B – EFCP Plan



82

Football Licence

Annexure C – Building Plan



DISCLAIMERS

THIS DOCUMENT IS THE PROPERTY OF CARABINER AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PROJECT OR PURPOSE. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS GOVERN.

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.

ALL DIMENSIONS SHALL BE SHOWN ON THE WORKING DRAWINGS WITH THE WORKING PART SHALL BE SHOWN IN PARENTHESES.

THE DRAWING MUST BE SHOWN IN CONJUNCTION WITH ALL RELEVANT CONTRACTS.

THE CONTRACTOR SHALL NOT BE USED FOR CONSTRUCTION UNLESS INDICATED ON THE DRAWING, AND NOTIFIED ON THE DRAWING.

carabiner

172 Hwy Blvd PERTH 6000 Australia
 Tel: 08 9447 1000
 Email: info@carabiner.com.au

FOR CONSTRUCTION

Drawn: []
 Checked: []
 Approved: []
 Scale: []
 Date: []

Project: []
 Drawing: []
 Revision: []

By: []
 Date: []

TOWN OF EAST FREMANTLE
EAST FREMANTLE OVAL PRECINCT
REDEVELOPMENT

GA PLAN GROUND FLOOR

Drawn: []
 Checked: []
 Approved: []
 Scale: []
 Date: []

Project: []
 Drawing: []
 Revision: []

carabiner

172 Hwy Blvd PERTH 6000 Australia
 Tel: 08 9447 1000
 Email: info@carabiner.com.au

FOR CONSTRUCTION

Drawn: []
 Checked: []
 Approved: []
 Scale: []
 Date: []

Project: []
 Drawing: []
 Revision: []

TOWN OF EAST FREMANTLE
EAST FREMANTLE OVAL PRECINCT
REDEVELOPMENT

GA PLAN GROUND FLOOR

Drawn: []
 Checked: []
 Approved: []
 Scale: []
 Date: []

Project: []
 Drawing: []
 Revision: []

carabiner

172 Hwy Blvd PERTH 6000 Australia
 Tel: 08 9447 1000
 Email: info@carabiner.com.au

FOR CONSTRUCTION

Drawn: []
 Checked: []
 Approved: []
 Scale: []
 Date: []

Project: []
 Drawing: []
 Revision: []

83

Football Licence

Annexure D – Video Board Plan



Project Plan – EFFC Scoreboard



Project Plan for East Fremantle Football Club Video Board Installation

Project Overview:

Stage 1 - A new 5m x 4m video scoreboard will be installed offering a dynamic platform for a superior game day experience, greater visibility & broaden fan engagement. In addition to digital promotions showcasing the partners of the East Fremantle Football Club, the scoreboard will incorporate fixed signage, ensuring ongoing exposure for sponsors. Dedicated partner displays will further enhance brand recognition while reinforcing support for the club.

The Town of East Fremantle & Belgravia Leisure will have the opportunity to promote community events and service announcements related to the precinct at no cost, with terms to be determined in collaboration with the ToEF & Belgravia Leisure.

Stage 2 - Installation of one LED Video Board (2m x 3m) and adjoining fixed static advertising boards facing Marmion Street. The LED Video Board will be full-colour, 1920mm wide x 2880mm high with a 5.71mm pitch and will be attached to the scoreboard, facing Marmion Street. The west facing static advertising boards will be fixed, non-digital signage, positioned above & below the LED board. The East and South facing static advertising will be fixed, non-digital signage.

Digital Videoboard Concept





Project Plan – EFFC Scoreboard



Digital Videoboards Dimension



Budget:

\$205,000 Including in kind contributions, This budget will be broken into two stages.

Stage 1: \$175,000 Score Board Installation.

Stage 2: \$30,000 Advertising Board

Funding: Supported by a \$50,000 grant from the Town of East Fremantle; the remainder to be covered by the Club.

Licensing & Operating Costs

East Fremantle Football Club (EFFC) will cover the operating costs of the video scoreboard(s) during usage times. Research indicates that power consumption for both screens is estimated at approximately \$500 per month.

The advertising board facing Marmion Street, if managed by a third-party provider, has the potential to generate \$7K–\$10K per month in revenue. Initially, priority will be given to the newly established precinct, Major Partners, and Club Sponsors before transitioning to a fully coordinated commercial activation.

Permitted Operating Hours

Summer Mon-Fri 8am-8pm and Sat/Sun 8am-6pm,

Winter Mon-Fri 8am-7pm and Sat/Sun 8am-6pm.

Evening Game or event – Scoreboard only – 8am – End of event – No later than 11pm



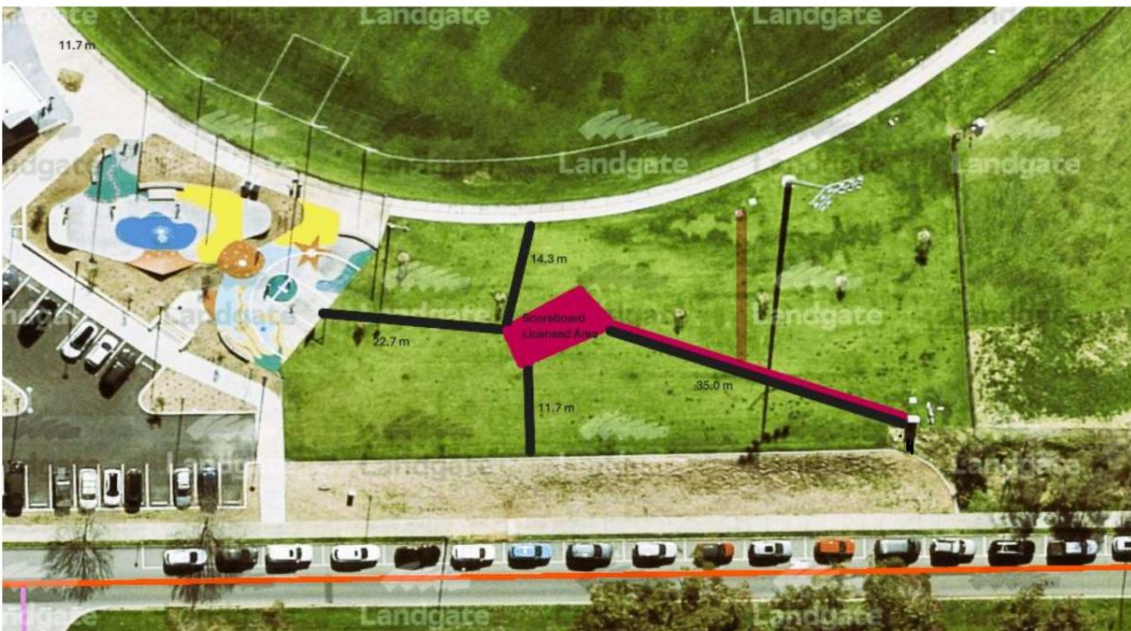
Project Plan – EFFC Scoreboard



Precinct Overview



Digital Videoboard Location



84

Football Licence

Annexure E – Temporary Infrastructure Plan



Project Plan for East Fremantle Football Club Grandstand, Temporary Marquee & Fenced Members area

Project Overview:

Objective: EFFC plan to offer a designated area for members, with the aim of fostering a stronger sense of community, increase engagement, and enhance the overall atmosphere at our home games.

The grandstand, marquee & members enclosure (see image below) will also serve as a valuable incentive for membership retention and growth, reinforcing the benefits of being part of the club. Designed to accommodate a significant number of members & visitors, the area will offer a well-planned layout that maximises both seating capacity and viewing angles. Built with weather protection in mind, it will provide durability and comfort in various conditions, ensuring an enjoyable experience throughout the season



Annual Budget: \$68,702.00 Length of Hire 7 Months **Revenue Potential:**

Approvals, Responsibilities & Logistics

Any additional permits or approvals needed from local authorities or the WAFC.

Scope of Work Grandstand

The grandstand will be supplied on hire, installed, dismantled, and transported by AKA Events Hire. Confirmation of compliance with engineering standards attached and below.

Cost: \$38,052 **Payment Terms:** 25% deposit required upon acceptance. Remaining balance split into three payments of 25%, invoiced in June, July, and August.

Insurance & Liability: Coverage includes: \$20 million Public Liability Workers' Compensation Cover, Product Indemnity.

Engineering Certification provided – See Attached and below.

Security acknowledgment: The EFFC acknowledge that the spectator stand is located in a community park which is accessible at all times and poses a risk if it is climbed and played upon by those visiting the space. It is confirmed that the spectator stand will be secured outside of game day by way of fence and signage.

Cleaning and maintenance Scheduling: Cleaning of temporary Grandstand and Marquee will occur at appropriate times following games, functions and events when utilised.

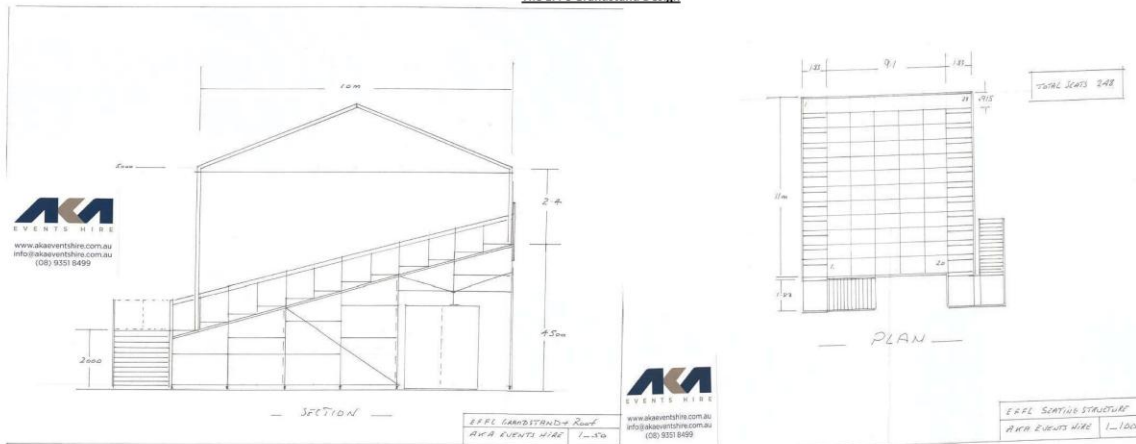
Event and risk management Planning: The temporary infrastructure installed will be incorporated into the EFFC and Belgravia Event and risk management plans, including factors such as weather conditions and wind loading capacities. See attached letter regarding an inspection resume'



Grandstand concepts – as erected by AKA Events Hire



The EFFC Grandstand Design





Temporary Marquee Overview

As part of our initiative to enhance the game-day experience at East Fremantle Football Club, we propose hiring a temporary marquee to provide a dedicated space for our members and sponsors. This marquee will offer a premium, sheltered area, ensuring comfort and exclusivity while fostering a strong community atmosphere.

The marquee will be designed for flexibility, allowing it to be dismantled and made available for external hire. This presents an opportunity for additional revenue generation by renting it out for private events and to Belgravia, maximizing its utility beyond match days.

Key Considerations:

- Cost: \$30,650
- Capacity & Layout: Adequate space to accommodate members, sponsors, and guests comfortably.
- Installation & Dismantling: Efficient setup and removal to facilitate multi-use functionality.
- Weather Protection: Ensuring durability and comfort in various weather conditions.

Insurance & Liability: Coverage includes: \$20 million Public Liability Workers' Compensation Cover, Product Indemnity.

Engineering Certification provided – See Attached and below.

Security acknowledgment: The EFFC acknowledge that the spectator stand is located in a community park which is accessible at all times and poses a risk if it is climbed and played upon by those visiting the space. It is confirmed that the spectator stand will be secured outside of game day by way of fence and signage.

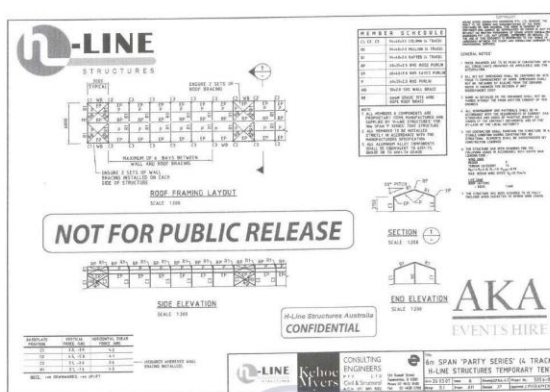
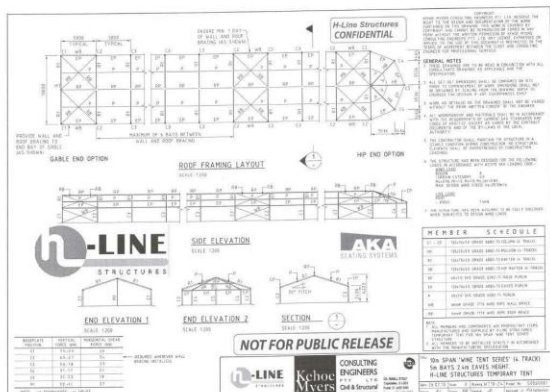
Cleaning and maintenance Scheduling: Cleaning of temporary Grandstand and Marquee will occur at appropriate times following games, functions and events when utilised.

Event and risk management Planning: The temporary infrastructure installed will be incorporated into the EFFC and Belgravia Event and risk management plans, including factors such as weather conditions and wind loading capacities. See attached letter regarding an inspection resume'

Marquee concepts – as erected by AKA Events Hire



Design parameters



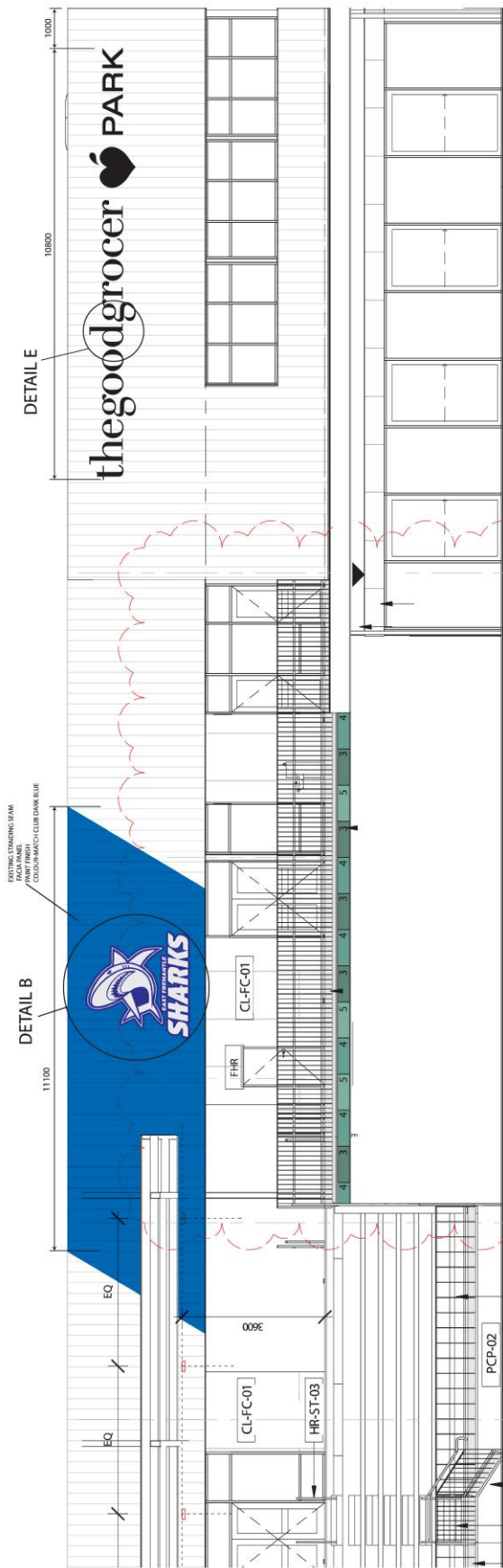
85

Football Licence

Annexure F– EFFC Signage Plan

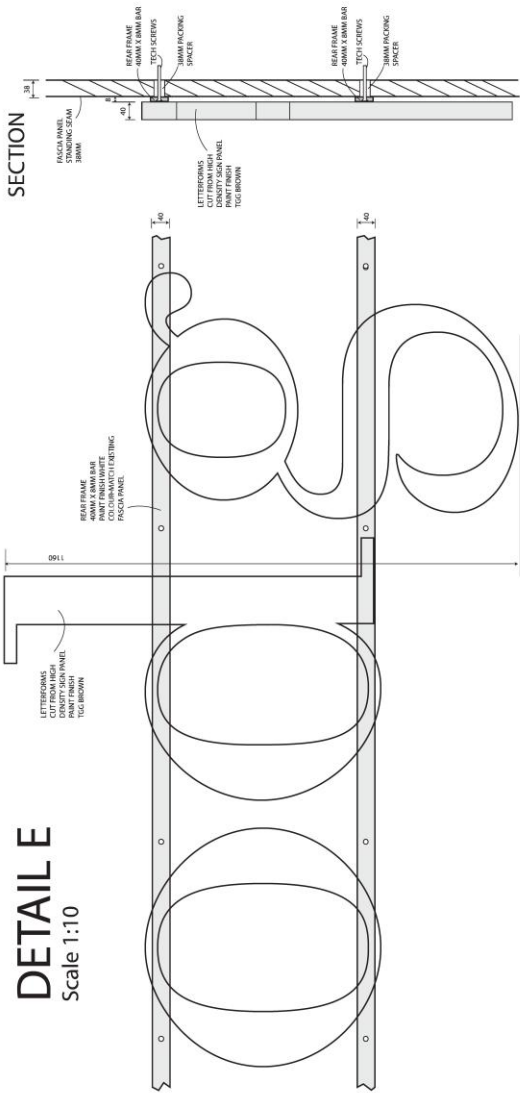
EFFC BUILDING MAINAGE SIGNAGE MANUAL 2025





SOUTHEAST
Scale 1:100

DETAIL E
Scale 1:10



TGG Park East Fremantle Drawing 2

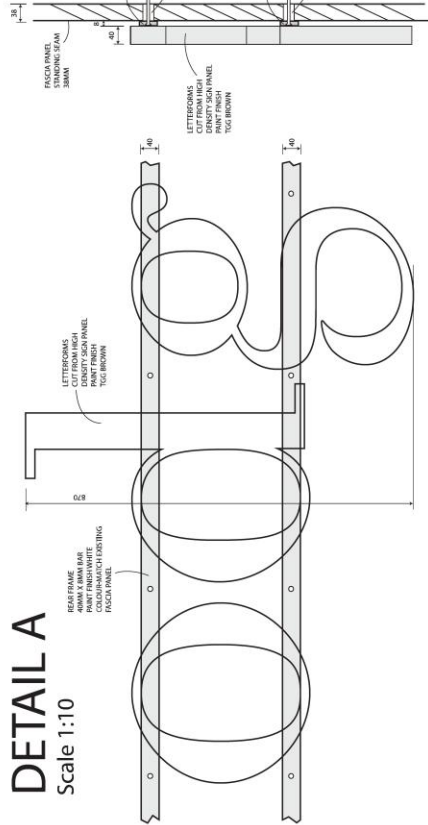
Roland Butcher Design
branding
architecture
interior design
web



1/77 Flinders St
Melbourne VIC 3000
P 0444 7887 1644 5882
M 0411 230 134
roland@rolandbutcherdesign.com



SECTION



TGG Park East Fremantle Drawing 3



Roland
Butcher
Design

1/27 Flinders St.
Mt Lawley WA 6016
P 9444 7887 F 9444 3882
M 0411 220 134
roland@rolandbutcherdesign.com

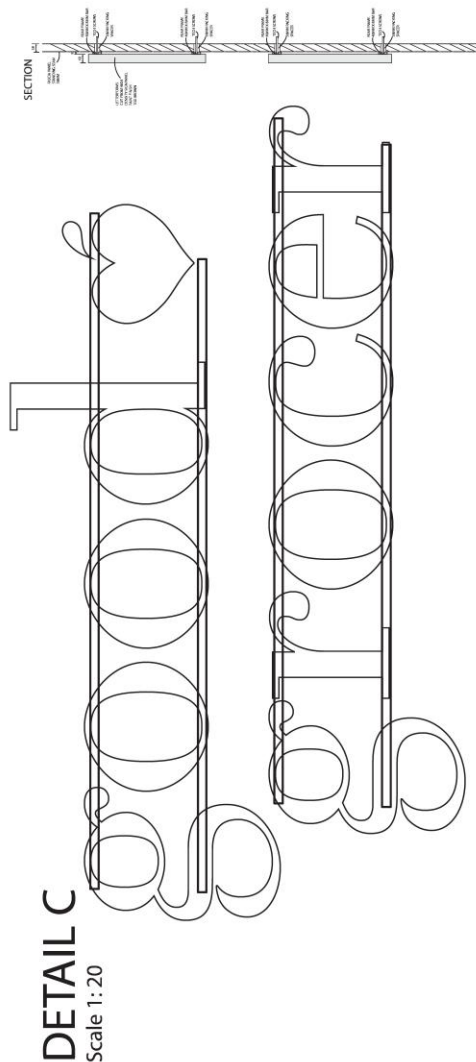
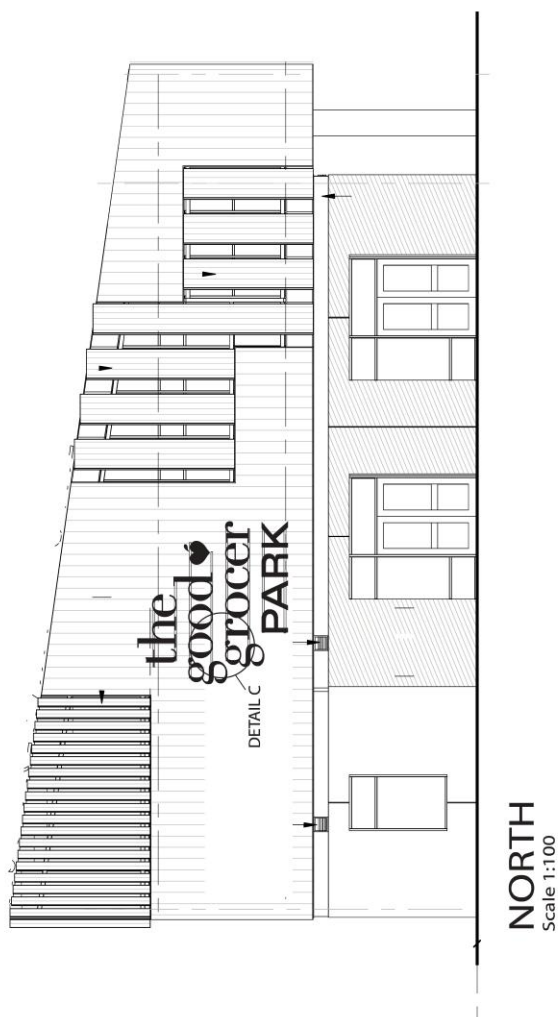


1/27 Flinders St
Mt Hawthorn WA 6016
p: 9444 7887 f: 9444 5882
m: 0411 220 134
roland@rolandbutcherdesign.com

**Roland
Butcher
Design**



TGG Park East Fremantle Drawing 1



TGG Park East Fremantle **Drawing 4**



Roland
Butcher
Design

branding
publication
packaging
web

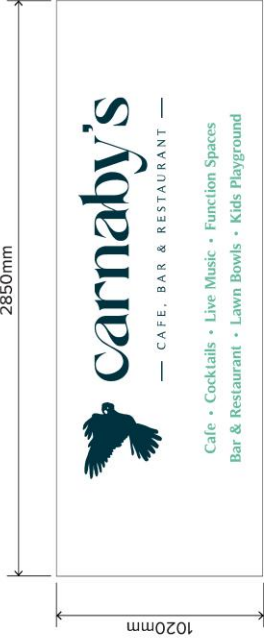
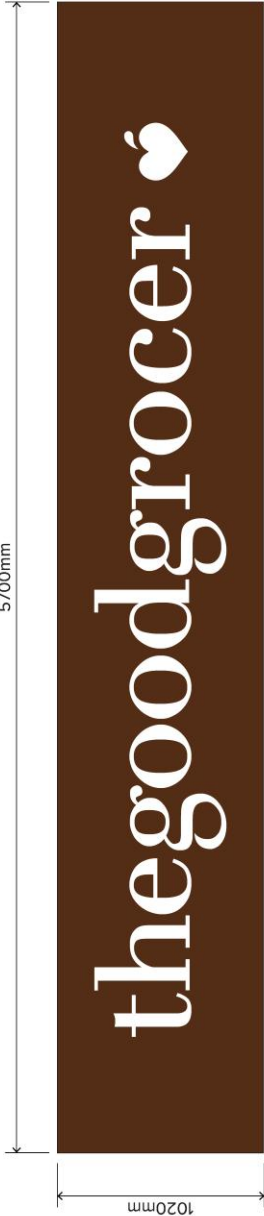
1/27 Finders St.
Mt Hawthorn WA 6016
p: 9444 7887 f: 9444 5882
m: 0411 220 134
roland@rolandbutcherdesign.com

ST02 (DUGOUT)
MOCK UP BEFORE AND AFTER



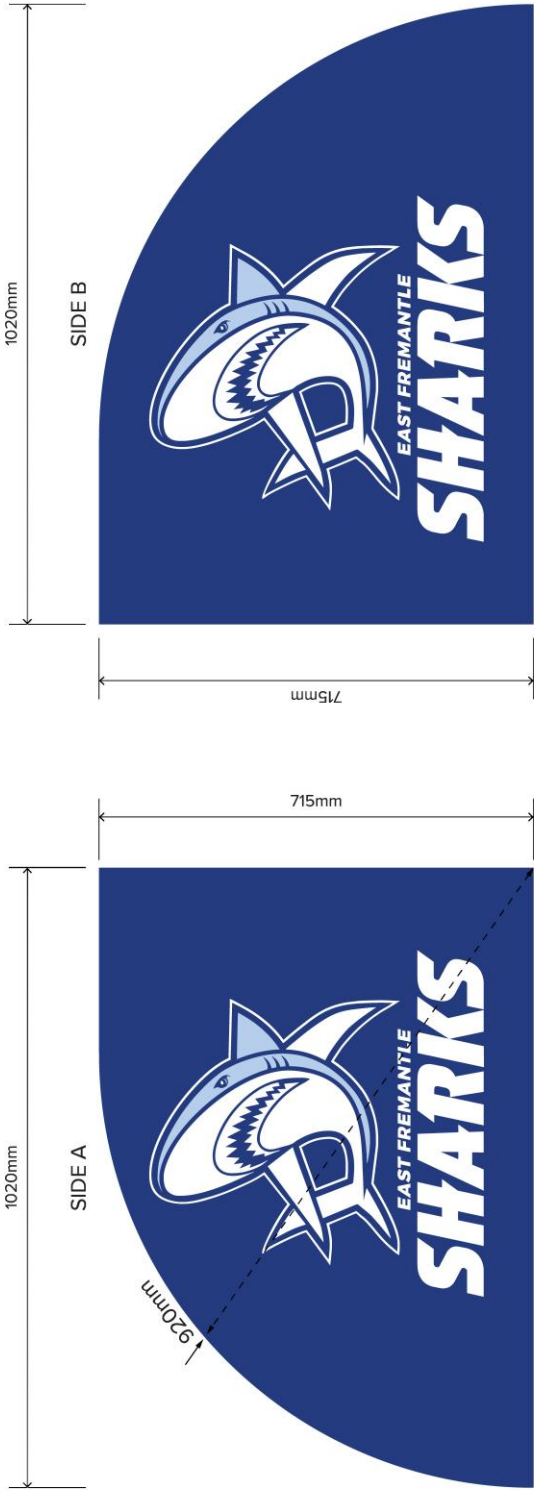
ST02 (DUGOUT ROOF DECALS)
DIGITAL PRINT SIGN

DIGITAL PRINT GRAPHIC LOGO ON CLEAR SAV DIRECT APPLY
ON THE DUGOUT TOP TRANSPARENT PANEL

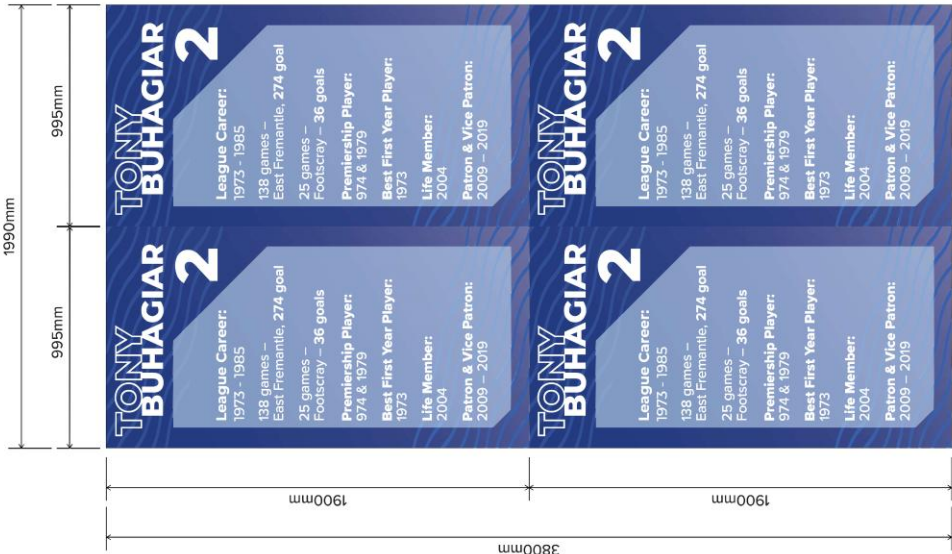


ST02 (DUGOUT SIDE TRANSPARENT PANEL DECALS)
DIGITAL PRINT SIGN

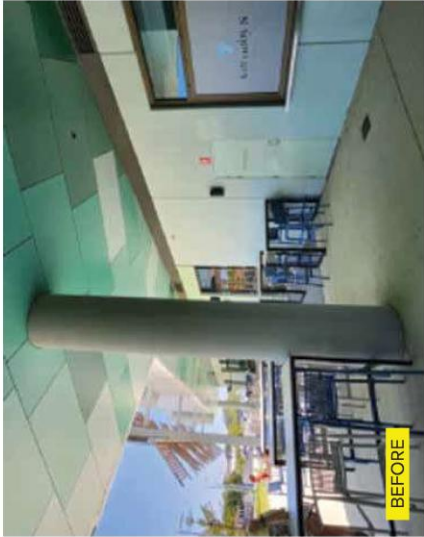
DIGITAL PRINT GRAPHIC LOGO ON CONTRAVISION SAV DIRECT APPLY
ON BOTH SIDES OF THE DUGOUT TRANSPARENT PANEL



ST16 (GRANSTAND COLUMN WRAP) DIGITAL PRINT
SIGN - 16 EFFC ICONS - TONY BUHAGIAR EXAMPLE



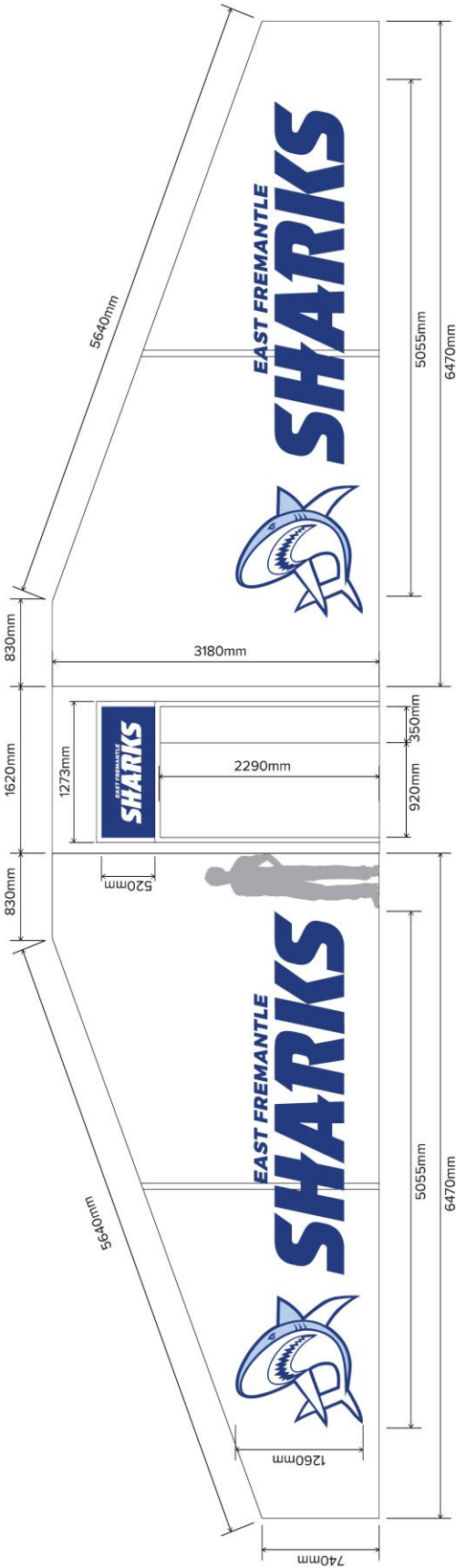
DIGITAL PRINT ON SAV WITH GLOSS LAM APPLIED TO ROUND COLUMN
*COLUMN SURFACE TO APPLY WITH VIPOND SURFACER PRIOR TO
VINYL INSTALLATION*
QTY: x4 COLUMNS



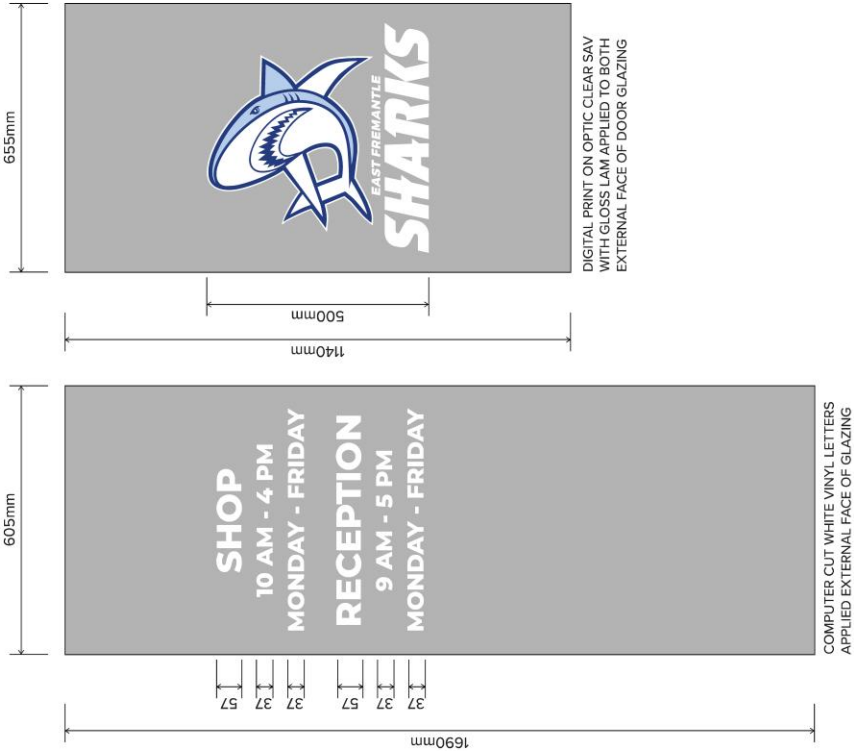
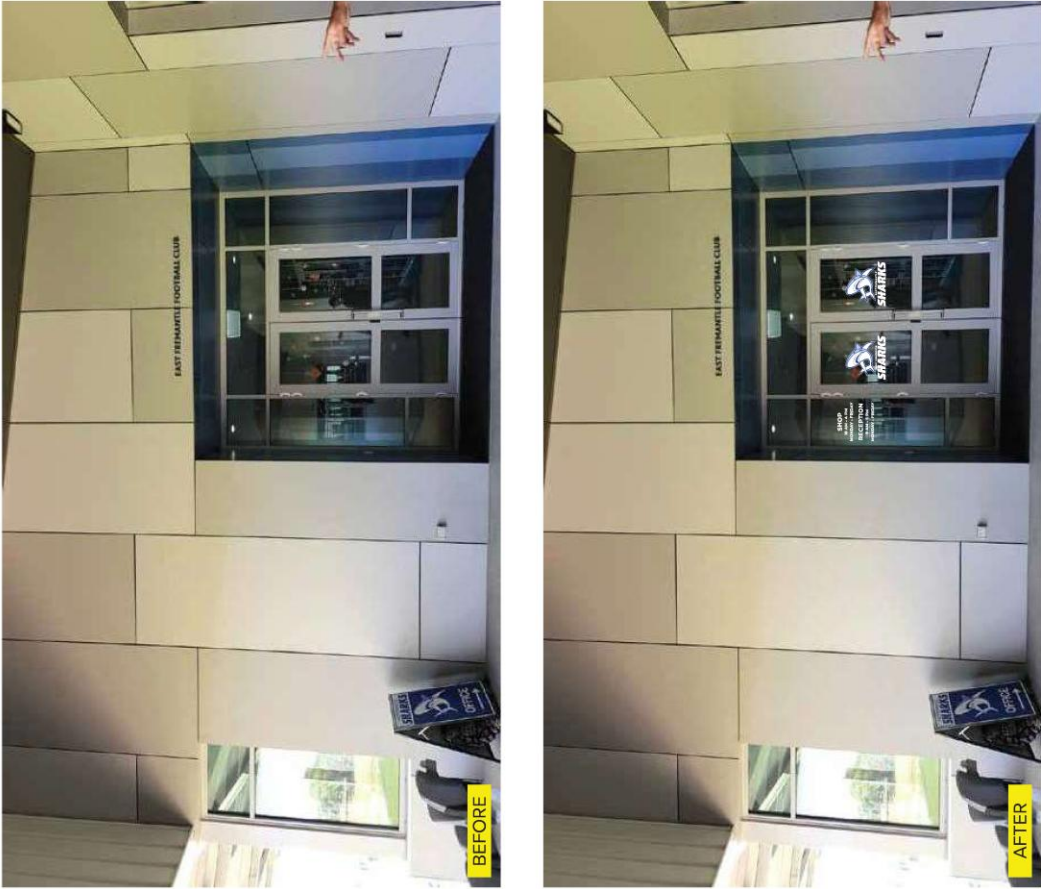
ST09 (PLAQUE SIGN)
Various Race / Entry Locations



ST10 (PLAYER ENTRANCE SIGN)
WALL PAINTING WITH LOGO TO PLAYER ENTRANCE WALL



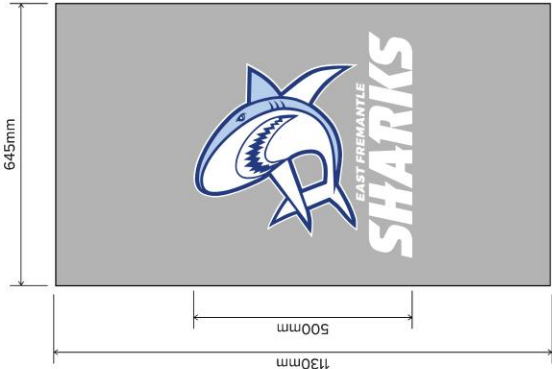
ST12 (RECEPTION SIGN)
DOOR DECALS



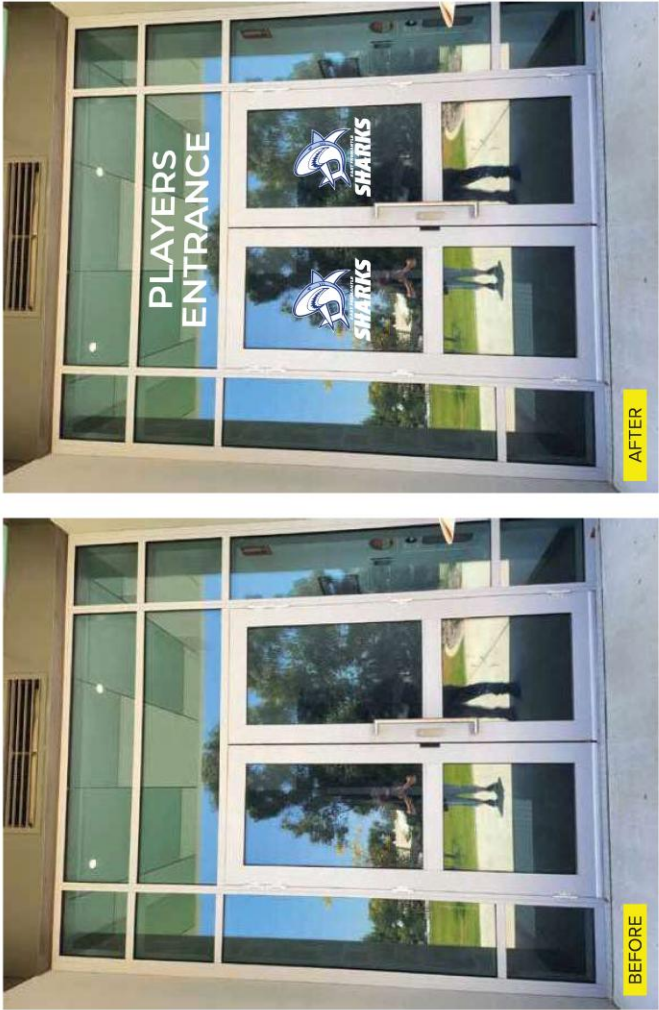
ST17 (PLAYER ENTRANCE)
DOOR DECALS



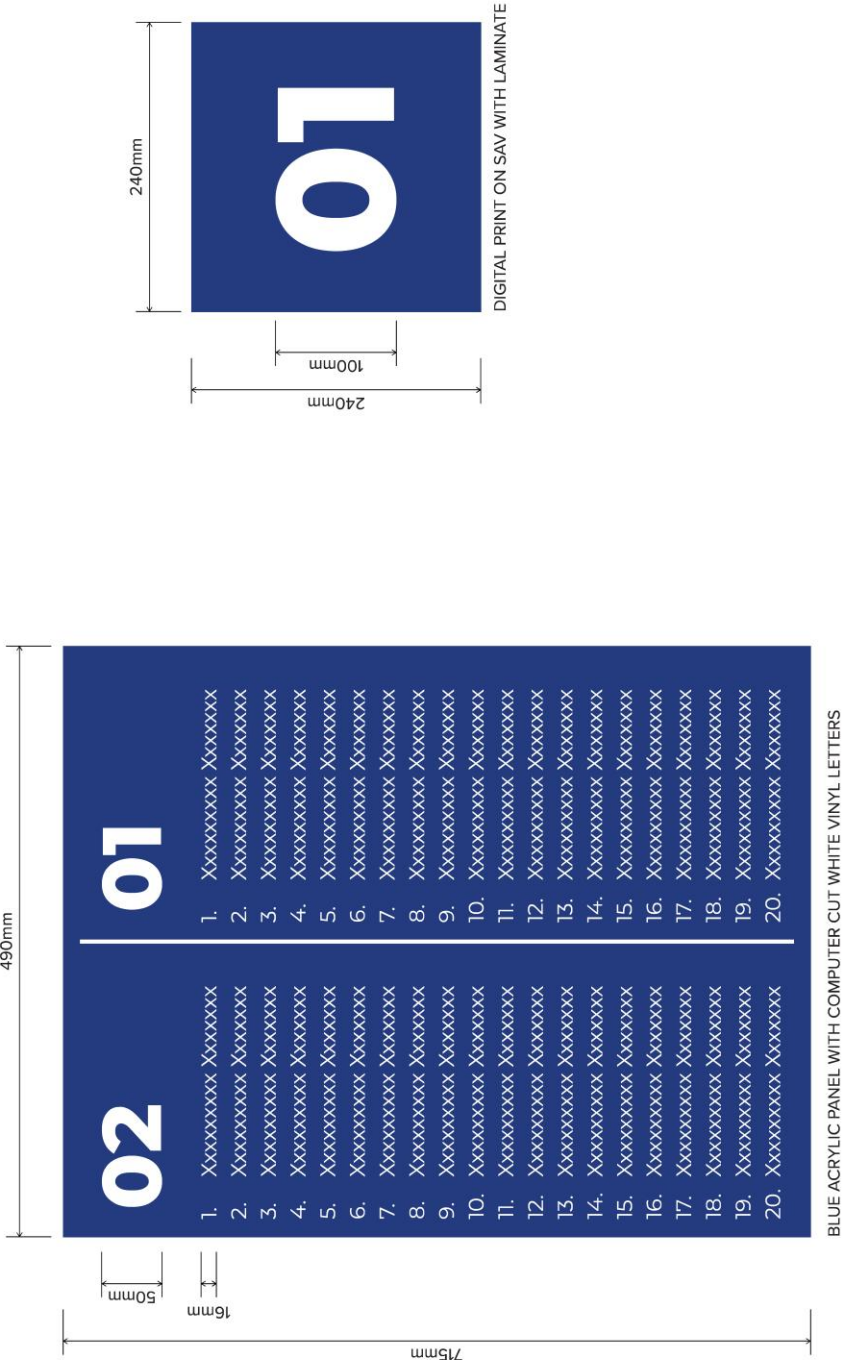
COMPUTER CUT WHITE VINYL LETTERS
APPLIED EXTERNAL FACE OF GLAZING



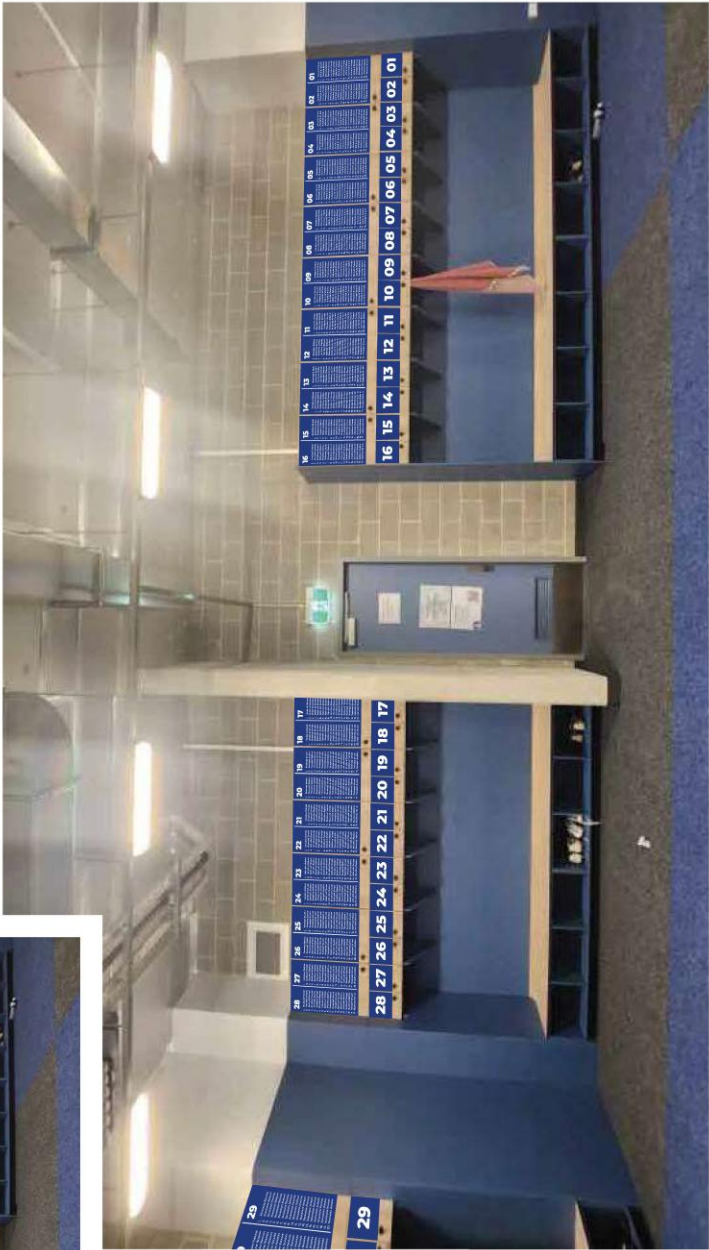
DIGITAL PRINT ON OPTIC CLEAR SAV
WITH GLOSS LAM APPLIED TO BOTH
EXTERNAL FACE OF DOOR GLAZING



ST20 (HONOR BOARD)



ST20 (HONOR BOARD)



END



Project Plan – EFFC Scoreboard



Project Plan for East Fremantle Football Club Video Board Installation

Project Overview:

Stage 1 - A new 5m x 4m video scoreboard will be installed offering a dynamic platform for a superior game day experience, greater visibility & broaden fan engagement. In addition to digital promotions showcasing the partners of the East Fremantle Football Club, the scoreboard will incorporate fixed signage, ensuring ongoing exposure for sponsors. Dedicated partner displays will further enhance brand recognition while reinforcing support for the club.

The Town of East Fremantle & Belgravia Leisure will have the opportunity to promote community events and service announcements related to the precinct at no cost, with terms to be determined in collaboration with the ToEF & Belgravia Leisure.

Stage 2 - Installation of one LED Video Board (2m x 3m) and adjoining fixed static advertising boards facing Marmion Street. The LED Video Board will be full-colour, 1920mm wide x 2880mm high with a 5.71mm pitch and will be attached to the scoreboard, facing Marmion Street. The west facing static advertising boards will be fixed, non-digital signage, positioned above & below the LED board. The East and South facing static advertising will be fixed, non-digital signage.

Digital Videoboard Concept

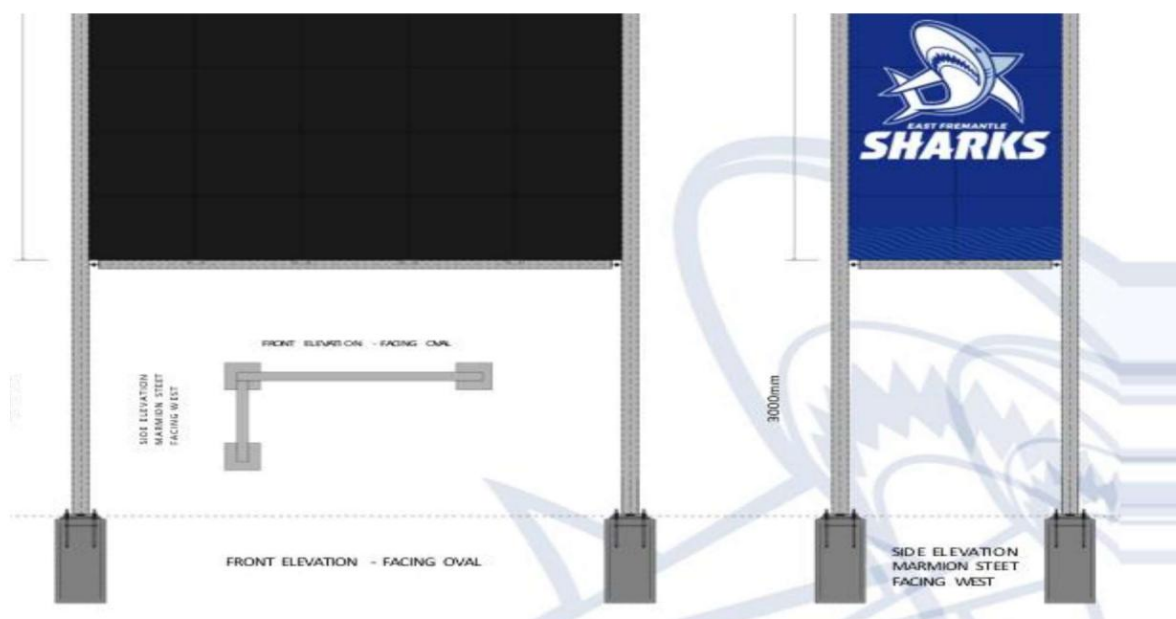




Project Plan – EFFC Scoreboard



Digital Videoboards Dimension



Budget:

\$205,000 Including in kind contributions, This budget will be broken into two stages.

Stage 1: \$175,000 Score Board Installation.

Stage 2: \$30,000 Advertising Board

Funding: Supported by a \$50,000 grant from the Town of East Fremantle; the remainder to be covered by the Club.

Licensing & Operating Costs

East Fremantle Football Club (EFFC) will cover the operating costs of the video scoreboard(s) during usage times. Research indicates that power consumption for both screens is estimated at approximately \$500 per month.

The advertising board facing Marmion Street, if managed by a third-party provider, has the potential to generate \$7K–\$10K per month in revenue. Initially, priority will be given to the newly established precinct, Major Partners, and Club Sponsors before transitioning to a fully coordinated commercial activation.

Permitted Operating Hours

Summer Mon-Fri 8am-8pm and Sat/Sun 8am-6pm,

Winter Mon-Fri 8am-7pm and Sat/Sun 8am-6pm.

Evening Game or event – Scoreboard only – 8am – End of event – No later than 11pm



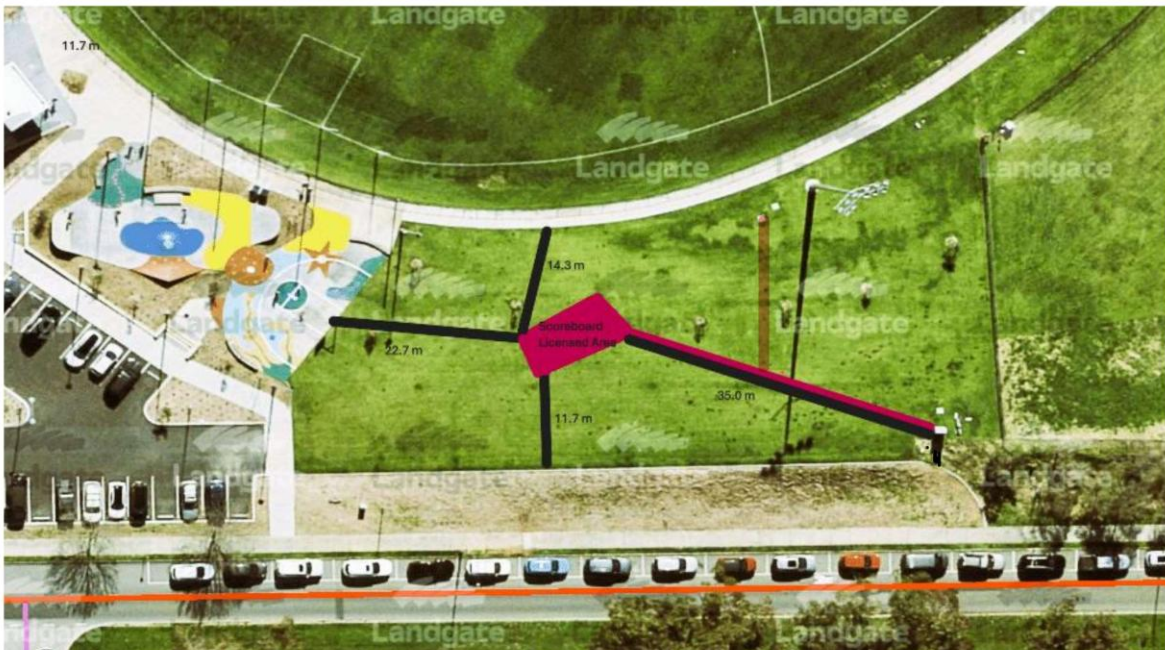
Project Plan – EFFC Scoreboard



Precinct Overview



Digital Videoboard Location



8 MATTERS BEHIND CLOSED DOORS

9 CLOSURE