



Item No: 16.1.2
File No: 16.85.1.1
Date: 21 November 2016
Attachment: A, B

Meeting: Council

Title: Walkerville Sports Club – financial matters

Responsible Manager: Heather Barclay, General Manager

Author: James Forde, Manager Property & Contracts,
& Heather Barclay, General Manager

Key Focus Area 3: Transparent and accountable local tier of Government that is respected for its forward thinking approaches and cross-Council collaborations.

Type of Report: **Decision Required**

Pursuant to Section 83(5) of the *Local Government Act 1999*, the Chief Executive Officer indicates that the matter contained in this report may, if the Council so determines, be considered in confidence pursuant to Section 90(2) of the *Local Government Act 1999* on the basis that the information contained in the attached report is information of the nature specified in subsections 90(3)(d) being commercial information of a confidential nature the disclosure of which could reasonably expected to prejudice the commercial position of the person who supplied the information or that would confer a commercial advantage on a third party and that would, on balance, be contrary to the public interest.

Pursuant to s90(3)(d)

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public except the Chief Executive Officer, Kiki Magro, the General Manager, Heather Barclay, the Manager Finance, Gary Lewis and the Protocol, Compliance & Governance Officer, Deb Bria be excluded from attendance at the meeting for the report on Walkerville Sports Club – Financial Issues.

The Council is satisfied that, pursuant to section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to this Agenda Item is information that is commercial information of a confidential nature the disclosure of which could reasonably expected to prejudice the commercial position of the person who supplied the information or that would confer a commercial advantage on a third party and that would, on balance, be contrary to the public interest.

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the matter may prejudice the commercial position of the person who supplied the information.

Recommendation (Confidential)

1. Council accept the Walkerville Sports Club's request for financial assistance, including:
 - a. a waiver of the Club's Loan debt. in the amount of \$9,448.38 (being 50% of the current Loan debt outstanding); and
 - b. a 50% rebate on the Club's Loan repayments for the next two years in the amount of \$6,298.92pa.
2. The WSC be required to pay Council any remaining overdue amounts (as follows), within 2016/17.

• Outstanding repayments on Loan 70	\$ 9,448.38
• Outstanding Asset insurance	\$ 3,036.57
• Outstanding Service fees	\$ 2,200.04
• Outstanding Lease fee	\$ 289.85
• Outstanding Re-cert safety charge	\$ 293.93
3. That Administration write to the Walkerville Sport's Club advising them of Council's decision.
4. This matter be referred to Budget Review 2, as an additional operating cost (being a total \$15,747.30)

Recommendation (Public)

Pursuant to s.91(7)

That having considered the Agenda Item "Walkerville Sports Club – Financial Issues" in confidence under section 90(2) and (3)(d) of the *Local Government Act 1999*, the Council, pursuant to section 91(7) of that Act orders that the report entitled "Walkerville Sports Club – Financial Hardship Claim" relevant to this Agenda Item be retained in confidence until such time as the subject matter of the report has been resolved (excepting that Council authorises the release of the minutes to substantive party/parties to enable enactment of the resolution) and that pursuant to Section 91(9)(c) of the *Local Government Act 1999* the Council delegates to the Chief Executive Officer the review and power to revoke this Order.

and

That Council resolves to end its confidential deliberations pursuant to Section 90(2) of the *Local Government Act 1999* Council and re-admit the public.

Summary

The Walkerville Sports Club ("**the WSC**") has written to Council requesting financial assistance in respect of losses it says are due to the WSC, during the time irrigation and drainage repair and replacement works ("**the works**") at the Walkerville Oval ("**the oval**") were carried out by Council in early 2016, and in late 2015.

This report presents and attaches the claim by the WSC, analyses its merits and provides options for Council to consider in the circumstances. The Administration's recommendation is for Council to pursue a negotiated outcome with the Club which recognises the current position of 'flux' and short term tenure offered at this stage to the WSC, on the basis of the potential redevelopments works associated with any Oval Precinct Up-Grade.

Background

The oval is one of Council's most important community land assets. It is utilised by a number of stakeholders including the WSC (as lessee) and its affiliates (as sublessees), St Andrews Primary School, the Walkerville Primary School and members of the public.

It is a heavily utilised asset and its general condition has suffered as a result from time to time. On that basis and in collaboration with the WSC, Council embarked upon a capital program in 2015 and early 2016 of repairing and upgrading the drainage and irrigation systems. The works were primarily carried out in late 2015 and March 2016 between seasons in order to minimise the impact on stakeholders' use of the oval. Notwithstanding those efforts, there were interruptions to the use of the oval in March and April 2016 as the oval required several weeks of rest and recuperation.

The WSC wrote to the Administration on 29 September 2016 setting out financial hardships that it says have been caused by the works together with various proposals for compensation. A copy of the letter and its attachments is attached to this report and marked "**Attachment A**". The WSC has stated that its losses suffered by its clubs equate to approximately \$38,000.

Discussion/Issues for Consideration

The first issue to consider is whether the claim has merit i.e. is Council in fact liable for the losses suffered by the WSC? The second issue to consider is whether Council is amenable to compensating the Club in any or all of the ways suggested by the Club (or at all) taking into account its assessment of likely liability.

This report does not constitute legal advice and is provided by way of guidance only. Depending on how Council proceeds, it may be necessary to obtain legal advice in respect of these issues.

Liability

There are two potential causes of action the WSC could bring against Council.

Breach of Contract (i.e. the Lease)

There is a threshold issue which needs to be resolved before assessing this cause of action in that the status of the current lease is unclear. There have been ongoing lease negotiations for a number of years although nothing formal has been executed. The last document fully executed by the parties is dated 6 October 2000 and expired on 31 December 2005 ("**the Lease**").

There is no holding over clause within that document. This means that the ordinary presumption that the WSC is holding over does not apply. Having said that, there is clearly a tenancy on foot and the Court may consider that the WSC is on 12 monthly periodic lease (as the rent is paid annually) on the terms of the Lease. A copy of the Lease is attached to this report and marked "**Attachment B**".

Assuming that the terms of the Lease are on foot, the WSC may allege that the works constitute a breach of the Council's common law covenant to permit the WSC quiet enjoyment of the oval, which is codified in clause 24 of the Lease that states:

"The Lessor hereby agrees with the Lessee that subject to this agreement the Lessee keeping observing and performing all and every term and condition herein contained and on the part and behalf of the Lessee to be observed and performed and kept according to the true intent and meaning of these presents may lawfully and quietly have hold and enjoy the demised premises for and during the said term for the purposes of providing and using the buildings and other facilities hereinbefore mentioned for the recreation and enjoyment of the Lessee and

others but subject as aforesaid without interruption or disturbance by the Lessor or any person claiming through or under the Lessor.”

While the drafting is no longer commonplace, the general obligation on Council to allow the Club quiet enjoyment of the oval is a fundamental element of leasehold interests. It is arguable that the works have infringed upon the Club’s rights in breach of this obligation.

That argument, however, is countered by the fact that the works are capital in nature and have been carried out for the long-term benefit of the asset and the Club, in collaboration with the Club. Furthermore, it is generally accepted that landlords have an obligation to maintain the structural integrity of leased premises and this project arguably falls within that ambit.

A successful claim for breach of quiet enjoyment usually arises in circumstances where a landlord has taken unjustified and / or unilateral action, without the notice or consent of the tenant, in a manner which interrupts, disturbs and / or prevents the tenant from accessing its premises. On balance, it would appear unlikely that the Club could maintain this cause of action against Council.

Compensation pursuant to the Retail & Commercial Leases Act 1995 (SA) (“the Leases Act”)

The second cause of action available to the Club arises under the Leases Act. There is a threshold issue with this claim in determining whether the Lease is considered a retail lease for the purposes of the Leases Act. To paraphrase the Act, a retail lease is said to include a premises that offers goods and services to the public. It is likely that the business of the Club would fall within that definition.

On that basis, it may be open to the Club to assert that it should be compensated pursuant to section 38 of the Leases Act, which states (with relevant portions highlighted):

38—Lessee to be compensated for disturbance

(1) A retail shop lease is taken to provide that if the lessor—

(a) inhibits access of the lessee to the shop in a substantial manner; or

(b) takes action that would inhibit or alter, to a substantial extent, the flow of customers to the shop; or

(c) unreasonably takes action that causes significant disruption of, or has a significant adverse effect on, trading of the lessee in the shop; or

(d) fails to take all reasonable steps to prevent or put a stop to anything attributable to causes within the lessor’s control that causes significant disruption of, or which has a significant adverse effect on, trading of the lessee in the shop; or

(e) fails to rectify any breakdown of plant or equipment under the lessor’s care or maintenance; or

(f) in the case of a shop within a retail shopping centre—fails to clean, maintain or repair the retail shopping centre (including common areas),

and the lessor does not rectify the matter as soon as reasonably practicable after being requested in writing by the lessee to do so, the lessor is liable to pay the lessee reasonable compensation for loss or damage (other than nominal damage) suffered by the lessee as a consequence.

(2) In determining whether a lessor has acted unreasonably for the purposes of subsection (1)(c), due consideration is to be given to whether the lessor has acted in accordance with recognised shopping centre management practices.

(3) A retail shop lease may include a provision preventing or limiting a claim for compensation under the provisions implied by this section in respect of a particular occurrence if the likelihood of the occurrence was specifically drawn to the attention of the lessee in writing before the lease was entered into.

Note—

A disclosure statement is an appropriate means of specifically drawing the attention of the lessee to the likelihood of an occurrence.

(4) The provisions implied by this section do not apply to any action taken by the lessor—

(a) as a reasonable response to an emergency situation; or

(b) in compliance with a duty imposed by or under an Act or resulting from a requirement imposed by a public or local authority acting under the authority of an Act.

There are a number of criteria which the Club need to prove before Council is liable for compensation under this section of the Act. Where relevant, they are addressed in turn with comments in brackets.

Assuming that s.38 of the Leases Act does apply and further assuming that the definition of 'shop' is broad enough to include the Club and oval; then Council must have either:

- inhibited access of the lessee to the shop in a substantial manner (the Club can demonstrate that the works caused several weeks disruption to the use of the oval)
- takes action that would inhibit or alter, to a substantial extent, the flow of customers to the shop (this is more relevant to shopping centres and will be difficult to prove in this context);
- unreasonably takes action that causes significant disruption of, or has a significant adverse effect on, trading of the lessee in the shop (it will be difficult for the Club to establish that the works constitute unreasonable action, for the reasons set out above);
- fails to take all reasonable steps to prevent or put a stop to anything attributable to causes within the lessor's control that causes significant disruption of, or which has a significant adverse effect on, trading of the lessee in the shop (again, the Club will have difficulty proving that Council's efforts to reduce any effect on its trading do not constitute it taking all reasonable steps)

In light of the above, the Club may be able to establish the first dot point, in which case it must then establish the following:

- the lessor does not rectify the matter as soon as being requested in writing by the lessee to do so

If the works constituted an action that inhibited access of the lessee to the oval, Council was not requested in writing to rectify the matter. In fact, the Club and the Administration were in regular contact regarding the rest and recuperation period at the oval. No formal request to rectify the matter by granting access to the oval was made.

Even if that could be established, the Club would have difficulty then establishing that Council did not rectify the matter as soon as reasonably practicable after that request. The fact remains that Council did everything within its control to ensure the oval was ready for use as soon as possible.

Assuming that the Club could satisfy each of the above criteria, there is a question of what constitutes reasonable compensation. That is a subjective matter and may not necessarily equate to the amount claimed by the Club. The Court may take any number of circumstances into account (such as the significant investment in the oval by Council) and determine that the Council is liable for a lesser amount.

On balance, it appears that the Club would have a difficult task making out a claim against Council pursuant to section 38 of the Leases Act.

Summary

If the Club does elect to initiate proceedings, Council should be aware of the cost of defending those proceedings. As the claim is for approximately \$38,000, it would be heard in the Magistrates Court of South Australia. A matter that runs to a 3 day trial (for example) may cost anywhere in the order of \$50,000 - \$100,000 in legal fees. The unsuccessful party is then liable for at least a portion of the other party's costs.

The alternative approach for the Club is to initiate mediation proceedings before the Small Business Commissioner. That is a less costly exercise but will still generate legal fees in the order of \$5,000 - \$10,000 if Council engages legal representation (which would be advisable).

In any event, prosecuting a claim of this size is cost prohibitive for both parties and the most sensible outcome would be a negotiated resolution.

Prior to presenting options for consideration, it is important to understand the current position of the WSC outstandings and Loan and Lease Payments.

Charges per year are;

Twice yearly payments on Loan No. 70 of	\$ 6,928.92
Annual Lease Fee of	\$ 289.85

Loan

Current balance outstanding Loan 70 (* <i>** Noting payments in arrears, below</i>)	\$84,864.76
---	-------------

Overdue

Outstanding repayments on Loan 70	\$18,896.76
Outstanding Asset insurance	\$ 3,036.57
Outstanding Service fees	\$ 2,200.04
Outstanding Lease fee	\$ 289.85
Outstanding Re-cert safety charge	\$ 293.93

***Note, the loan that the WSC have is a back to back with the LGFA. This is fixed at 6.49% so the Council is obliged to pay 6.49% to LGFA regardless of what happens with the Sports Club loan.*

Options for Consideration

Option 1

Council accept the Club's first option being a cash payment for 80% of its alleged losses in the amount of \$31,000.

Option 2

Council accept the Club's second option being two cash payments over 2 years in the amount of \$15,500 per annum equating to 80% of its alleged losses.

Option 3

Council accept the Club's third option being to:

- waive the Club's existing debt to Council in the amount of \$14,832.15 (****Noting the actual amount of outstanding loan debt is actually \$18,896.76**); and
- provide a 50% rebate on the Club's rent for the next two years in the amount of \$6,298.92 (****Noting the request is actually to reduce the loan repayments not rent**)

representing a total package of debt waiver and reduced lease fees of \$27,832.15.

Option 4

Council accept the club's claim for financial hardship assistance on terms acceptable to Council.

Option 5

Council reject the Club's claim for financial hardship assistance.

Analysis of Options

On the basis that Council's liability for the Club's claim is contestable and would be difficult for the Club to prosecute, the decision for Council is a strategic one. For example, it is open to Council to simply reject the Club's claim outright. Such action, however, is likely to have a negative impact on the long term relationship between Council and the Club.

Similarly, it is open to Council to accept the Club's first option of a full cash payment in the amount of \$31,000. That does not, however, reflect Council's probable liability for the Club's alleged losses and is unreasonable in circumstances where Council has significantly invested in the capital infrastructure at the oval.

Option 3 or 4 contemplates a negotiated outcome. Elected Members will recall that Council has recently resolved to offer the Club a short term lease over the clubrooms and a licence over the oval. The terms of that new arrangement are integral to the forward planning and ongoing management of the oval. Option 3 or 4 allows Council to incorporate a negotiated solution into that arrangement, on the basis that the WSC will operate under a short term tenure while/until the Oval masterplan / future development is determined.

On this basis it is recommended that Council consider a negotiated outcome incorporating Option 3 or variation thereof (Option 4).

Financial Implications

Options 1 and 2 contemplate financial outlay by Council and will need to be catered for in upcoming budgets. Option 3 contemplates a debt write off and reduction in income over two years. Option 4 may contemplate either of those outcomes and Option 5 will represent no financial outlay for Council although it should be noted that there may arise costs associated with litigation, should the Club elect to issue proceedings against Council.

Community Implications

The WSC and its affiliates are important stakeholders in the oval and the wider community and Council should consider the potential implications of any action taken in this matter.

Governance Implications

There are no specific governance implications arising out of Council's decision in relation to this matter although if the matter proceeds to litigation, external solicitors will need to be engaged.

Preferred Option & Reasoning

Option 3 or 4

The Administration recommends Option 3 or 4 as they can be incorporated /contextual with new and short term leasing and licensing arrangement with the Club, potentially paving the way for a positive and sustainable partnership moving forward.

Attachments

Attachment A	WSC letter to Administration dated 29 September 2016 with attachments
Attachment B	Lease between the Club and Council dated 6 October 2016

James Forde

From: Chris Harcourt <chris@mfy.com.au>
Sent: Wednesday, 5 October 2016 3:49 PM
To: James Forde
Cc: Heather Barclay
Subject: Walkerville Sports Club - Financial Hardship Claim
Attachments: Walkerville Council Invoice.pdf; WCC- Hardship Claim 2016.pdf; WFC- Hardship Claim 2016.pdf; WJFC Hardship Claim_2016.pdf; WSC (softball) - Hardship Claim 2016.pdf; WSC 2016 Profit & Loss.pdf; WSC Bar Sales Summary_CJH.pdf; WSC Council 29 Sept 2016_CJH.pdf

Hi James,

Re: Walkerville Oval Maintenance Works – Hardship Claim

Please find attached letter detailing the financial hardship claim for WSC, together with supporting documentation (financial details), including advice received from all Walkerville sporting sections (our sub-lessees). Attachments total = 8.

I trust that the attached information is satisfactory to your requirements for presentation to Council. However, if there is anything further I can provide to assist please do not hesitate to contact me to discuss further.

Cheers,

Chris Harcourt
Chairman
Walkerville Sports Club

Chris Harcourt | Associate | MFY Pty Ltd



Traffic • Parking • Transport

Unit 6/224 Glen Osmond Road, Fullarton SA 5063
t: 08 8338 8888 | m: 0403 001 613 | e: chris@mfy.com.au | w: mfy.com.au

Disclaimer: This email may contain information which is confidential and/or copyright, intended for the addressee only. If you are not the intended recipient of this email, you must not use, copy, distribute or utilise this information in any way, for any purpose. Please notify the sender immediately and delete this email if you received it in error. The receiver of this email is responsible for their own virus protection and is urged to scan any transmissions and attachments for viruses. MFY Pty Ltd disclaims all responsibility or liability of any actions, claims, costs and damages whatsoever resulting from or following upon any reproduction or modifications of these documents, drawings or data contained therein by any other party or application of the said documents or data to other than their original purpose.



29 September 2016

James Forde
Property and Contracts Manager
Corporation of the Town Of Walkerville

24 Smith Street
Walkerville SA 5081

PO Box 36
Walkerville SA 5081

Telephone 8344 7830

Walkerville Senior Football Club
Walkerville Junior Football Club
Walkerville Cricket Club
Walkerville Softball Club

Dear James,

Re: Walkerville Sports Club: Financial Hardship

Thank you for the opportunity to present the financial position of Walkerville Sports Club (WSC), and the clubs under its umbrella. In respect to these details I refer to the financial impact of the Walkerville Oval irrigation and drainage upgrade works which commenced in September 2015 and were completed in May 2016 (non-continuous through that period). The clubs effected by the oval works include, Walkerville Football Club (WFC), Walkerville Cricket Club (WCC), Walkerville Softball Club (Softball) and Walkerville Junior Football Club (WJFC).

I refer to my earlier correspondence, dated 9 June 2016, and would like to provide updated details relating to the trading period concerned. Please find attached summary of the financial position of WSC, comparing the current year's performance against the previous two years trading performance. Please also find attached correspondence received from Walkerville clubs identifying the financial impost arising from the aforementioned oval works.

The following details outline the revenue amounts that each section has identified as a result of either not being able to train / play / operate at Walkerville Oval for the oval works period (note: some amounts may be estimated);

1. WSC = \$28,057
2. WFC = \$5,000
3. WCC = \$915
4. WJFC = \$3,851.07
5. Softball = \$1,009.50

From the above details it can be seen that the estimated financial impact upon the club as a whole amounts to approximately \$38,800 (rounded).

Notwithstanding the above, the hardest hit organization is WSC, which relies upon bar trade and clubroom use for our main source of revenue. The inactivity on the oval for September through to end of November, and March to May 2016, has severely impacted our ability to operate. The Walkerville clubs included in this assessment rely upon WSC to provide funds to support their own operations, which are divided on a pro-rata basis. Currently, we are unable to deliver any return back to our clubs, due to on-going commitments (bills) for day-to-day operation. This will place further financial strain upon these clubs, which may impact the affordability to play sport for the Walkerville brand (costs passed onto Walkerville families).

WSC would like to propose the following options for Council to consider which will alleviate our financial strain and permit WSC to assist our clubs as required;

1. Option 1: Cash payment for majority of financial loss (80%) = \$31,000, or
2. Option 2: Cash payment split over two years for full amount of financial loss (\$15,500pa for two years), or
3. Option 3: Council waives current outstanding WSC debts (see attached ToW statement for \$14,832.15). In addition, Council discounts WSC lease payments by 50% over the next two years (2017/18 and 2018/19). Lease payments are currently \$6,298.92 twice yearly (\$12,597.84pa). This would represent a cost saving of \$13,000 to WSC over the following two years.

The contingency to discount the amount sought from Council (80% of total loss), as being the compensation claim, has been attributed to some preparedness by our clubs to cater for the downturn in revenue, but also recognizing the continued consultation between Council, WSC and our clubs during the whole oval maintenance works upgrade process. Furthermore, it has never been the desire of WSC, nor its sub-lessees, to place undue financial burden upon Council, and it would seem unwarranted to claim the full amount represented by this hardship.

From the above, it may appear that the most preferable option is the third option detailed above, as it does not involve any cash payment to WSC. In addition, this option represents the slightly lesser amount of the three options (approximate benefit to WSC = \$28,000). This option would involve Council recording a "paper" credit for WSC lease / loan payment for the next two years, which may be far easier to make allowances for in future budget considerations. This initiative will still achieve the desired outcome of alleviating our financial burden. In addition, the waiving of current outstanding amounts will permit WSC to reimburse immediately (in part) the losses sustained by our clubs. We will continue to consult actively with our clubs and determine the most effective allocation of available funds to alleviate their own financial situations. Further to this, careful monitoring of our finances will permit WSC to make further payments back to our clubs towards the losses, and continue to do so until fully reimbursed, or at the completion of the next two years of trading.

We respectfully submit these details for Council's consideration and look forward to your further correspondence and assistance in these matters.

Yours faithfully,



Chris Harcourt
Chairman
Walkerville Sports Club

TOWN OF



WALKERVILLE

Town of Walkerville

ABN 49 190 949 882

Telephone 08 8342 7100
Facsimile 08 8269 7820

66 Walkerville Terrace
Gilberton SA 5081
PO Box 55, Walkerville SA 5081

Email
walkerville@walkerville.sa.gov.au
www.walkerville.sa.gov.au

Statement

WALKERVILLE SPORTS CLUB INC
PO BOX 36
WALKERVILLE SA 5081

DEBTOR NO.

DW4

DATE

01/08/2016

PAGE NO.

1

DATE	INVOICE NO.	CHARGE CODE	DESCRIPTION	AMOUNT
01/03/2016	70	INV	Loan No. 70 Interest payment - Upgrade of Walkerville Sports Club	6,298.92
01/08/2016	3358	INV	Lease Fee - 2016/2017	289.85
01/08/2016	3363	INV	Recertification inspection of the height safety equipment at Walkerville Sports Club by Roofsafe Industrial Safety	293.93
03/09/2015	70	INV	Loan No. 70 Interest payment - Upgrade of Walkerville Sports Club	6,298.92
07/12/2015	3257	INV	Service fee for lift in Walkerville Sports Club - 01/10/15 to 31/12/15	550.01
10/03/2016	3288	INV	Service fee for lift in Walkerville Sports Club - 01/01/16 to 31/03/16	550.01
24/05/2016	3316	INV	Service fee for lift in Walkerville Sports Club - 01/04/16 to 30/06/16	550.01
29/07/2015	3169	INV	Lease Fee - 2015/2016	0.50

AGED ANALYSIS

120 DAYS+	90 DAYS	60 DAYS	30 DAYS	CURRENT
13,698.36		550.01		583.78

TOTAL PAYABLE

\$14,832.15

E. & O.E.
PLEASE PAY THIS ACCOUNT WITHIN 14 DAYS
NO STATEMENT WILL BE ISSUED



Biller Code: 88880

Ref: 2000680893

POSTAL REMITTANCES:
NO RECEIPT WILL BE ISSUED
UNLESS THIS BOX IS TICKED

Town of

49 190 949 882

Telephone 08 8342 7100
Facsimile 08 8269 7820

NAME **WALKERVILLE SPORTS CLUB INC**

66 Walkerville Terrace
Gilberton SA 5081
PO Box 55 Walkerville SA 5081

Email
walkerville@walkerville.sa.gov.au
www.walkerville.sa.gov.au

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	DEBTOR NO.
70	6,298.92	3257	550.01	DW4
3358	289.85	3288	550.01	
3363	293.93	3316	550.01	
70	6,298.92	3169	0.50	
			835	

TOTAL PAYABLE

\$14,832.15

Chris Harcourt

From: Craig Burford <craigburford1977@gmail.com>
Sent: Wednesday, 24 February 2016 12:40 PM
To: Chris Harcourt; Tammy Mason
Subject: Council payment

Hi guys

Not sure if you need something more formal or not but the Walkerville Cricket Club would like the Walkerville Council to pay us \$950 in estimated costs / monies that we would normally have received with the oval / club available between September and mid November 2015.

Fundraising, dinners, oval hire costs, general bar takings are just a few items that have cost us.

Thank you for your assistance Chris and Tammy.

Craig Burford
President
Walkerville Cricket Club

Chris Harcourt

From: Joseph Frick <jfrick@centacare.org.au>
Sent: Thursday, 9 June 2016 12:07 PM
To: Chris Harcourt
Subject: Re: Council reimbursements
Attachments: image006.png; image001.jpg; image002.jpg; image004.jpg

Chris

Can you inform th council that the WFC will be seeking \$5000 in reimbursements for costs and loss of income due to the oval upgrades. Some of the loss of income also include future losses from having to move future home games.

Regards

Joe

Sent from my Samsung GALAXY S4 MINI on the Telstra Mobile network

----- Original message -----

From: Chris Harcourt
Date: 09/06/2016 9:52 AM (GMT+09:30)
To: Joseph Frick
Subject: RE: Council reimbursements

Hi Fricky,

Do you have a figure for me to include in my submission?

The meeting is at 1pm so I need it by midday.

Cheers,

Chris Harcourt | Associate | MFY Pty Ltd [cid:image001.jpg@01D1C234.89C6CC50]Unit 6/224 Glen Osmond Road, Fullarton SA 5063

t: 08 8338 8888 | m: 0403 001 613 | e: chris@mfy.com.au<<mailto:chris@mfy.com.au>> | w: mfy.com.au

Disclaimer: This email may contain information which is confidential and/or copyright, intended for the addressee only. If you are not the intended recipient of this email, you must not use, copy, distribute or utilise this information in any way, for any purpose. Please notify the sender immediately and delete this email if you received it in error. The receiver of this email is responsible for their own virus protection and is urged to scan any transmissions and attachments for viruses. MFY Pty Ltd disclaims all responsibility or liability of any actions, claims, costs and damages whatsoever resulting from or following upon any reproduction or modifications of these documents, drawings or data contained therein by any other party or application of the said documents or data to other than their original purpose.

From: Joseph Frick [<mailto:jfrick@centacare.org.au>]
Sent: Wednesday, 8 June 2016 12:19 PM
To: Chris Harcourt <chris@mfy.com.au>
Subject: RE: Council reimbursements

Cheers Chris

Joseph Frick | Case Manager
Targeted Intervention Service | Family Outreach and Relationship Services Centacare Catholic Family Services | 413
Grange Road SEATON SA 5023
M: 0457605827 | P: 08 8159 1400 | F: 08 8159 1499 | E: jfrick@centacare.org.au |
W: www.centacare.org.au

[Facebook - Centacare Catholic Family Services]<<https://www.facebook.com/pages/Centacare-Catholic-Family-Services/1439207783051806>>

From: Chris Harcourt [<mailto:chris@mfy.com.au>]
Sent: Wednesday, 8 June 2016 12:18 PM
To: Joseph Frick <jfrick@centacare.org.au>>
Subject: RE: Council reimbursements

No, I don't think so. You should confine yourself to oval costs (relocation and training), canteen and BBQ takings, plus any function related opportunities that have been missed. I don't care if you want to add a bit extra. You never know if you don't ask...

Chris Harcourt | Associate | MFY Pty Ltd [cid:image002.jpg@01D1C234.89C6CC50]Unit 6/224 Glen Osmond Road, Fullarton SA 5063
t: 08 8338 8888 | m: 0403 001 613 | e: chris@mfy.com.au | w: mfy.com.au
Disclaimer: This email may contain information which is confidential and/or copyright, intended for the addressee only. If you are not the intended recipient of this email, you must not use, copy, distribute or utilise this information in any way, for any purpose. Please notify the sender immediately and delete this email if you received it in error. The receiver of this email is responsible for their own virus protection and is urged to scan any transmissions and attachments for viruses. MFY Pty Ltd disclaims all responsibility or liability of any actions, claims, costs and damages whatsoever resulting from or following upon any reproduction or modifications of these documents, drawings or data contained therein by any other party or application of the said documents or data to other than their original purpose.

From: Joseph Frick [<mailto:jfrick@centacare.org.au>]
Sent: Wednesday, 8 June 2016 11:53 AM
To: Chris Harcourt <chris@mfy.com.au>>
Subject: RE: Council reimbursements

So we wont be able to double dip?

Joseph Frick | Case Manager
Targeted Intervention Service | Family Outreach and Relationship Services Centacare Catholic Family Services | 413
Grange Road SEATON SA 5023
M: 0457605827 | P: 08 8159 1400 | F: 08 8159 1499 | E: jfrick@centacare.org.au |
W: www.centacare.org.au

[Facebook - Centacare Catholic Family Services]<<https://www.facebook.com/pages/Centacare-Catholic-Family-Services/1439207783051806>>

From: Chris Harcourt [<mailto:chris@mfy.com.au>]
Sent: Wednesday, 8 June 2016 11:52 AM
To: Joseph Frick <jfrick@centacare.org.au>>
Subject: RE: Council reimbursements

Joe,

WSC will be including the downturn in bar takings in our claim.

Cheers,

Chris Harcourt | Associate | MFY Pty Ltd [cid:image004.jpg@01D1C234.89C6CC50]Unit 6/224 Glen Osmond Road, Fullarton SA 5063

t: 08 8338 8888 | m: 0403 001 613 | e: chris@mfy.com.au<mailto:chris@mfy.com.au> | w: mfy.com.au

Disclaimer: This email may contain information which is confidential and/or copyright, intended for the addressee only. If you are not the intended recipient of this email, you must not use, copy, distribute or utilise this information in any way, for any purpose. Please notify the sender immediately and delete this email if you received it in error. The receiver of this email is responsible for their own virus protection and is urged to scan any transmissions and attachments for viruses. MFY Pty Ltd disclaims all responsibility or liability of any actions, claims, costs and damages whatsoever resulting from or following upon any reproduction or modifications of these documents, drawings or data contained therein by any other party or application of the said documents or data to other than their original purpose.

From: Joseph Frick [mailto:jfrick@centacare.org.au]
Sent: Wednesday, 8 June 2016 11:49 AM
To: Chris Harcourt <chris@mfy.com.au<mailto:chris@mfy.com.au>>
Subject: Council reimbursements

Chris

Are the footy club able to place bar takings as loss on income or is the sports club putting that in?

Joseph Frick | Case Manager
Targeted Intervention Service | Family Outreach and Relationship Services Centacare Catholic Family Services | 413 Grange Road SEATON SA 5023
M: 0457605827 | P: 08 8159 1400 | F: 08 8159 1499 | E: jfrick@centacare.org.au<mailto:jfrick@centacare.org.au> | W: www.centacare.org.au<http://www.centacare.org.au>

[Facebook - Centacare Catholic Family Services]<<https://www.facebook.com/pages/Centacare-Catholic-Family-Services/1439207783051806>>

Centacare recognises and acknowledges that we are living on traditional Aboriginal lands and we offer our respect and appreciation to all Aboriginal people.

This e-mail and any files transmitted with it are confidential and are only for the use of the person to whom they are addressed. If you are not the intended recipient, you are notified that any use, dissemination, forwarding, printing, copying or dealing in any way whatsoever of this e-mail is strictly prohibited. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

Chris Harcourt

From: Andrew Gniel <abgniel@gmail.com>
Sent: Thursday, 15 September 2016 11:50 AM
To: Chris Harcourt; Tammy Mason; Kevin McGuinness
Subject: WJFC Hardship Claim

Hi Chris,

Apologies we have made a slight amendment to our hardship claim to include an additional \$715 for Fitzroy ground hire we did not plan for. Revised WJFC 2016 hardship claim below:

<u>BBQ and Canteen</u>	<u>\$ Amt.</u>	<u>Comments</u>
Average income per round	\$1,705.00	Average income per round from BBQ and Canteen income FY2015 audited accounts
Less: Average Cost of sales	\$ 782.96	Average cost of sales per round for BBQ and Canteen from FY2015 audited accounts
Average profit per round	\$ 922.04	
No. rounds ground not available	2	
Total loss of income BBQ and Canteen	\$1,844.07	
<hr/>		
<u>Loss of sponsorship</u>		
Cats sponsor of the round	\$ 250.00	WJFC had sold all rounds to a sponsor of the round. WJFC looking to provide rebates to sponsors not receiving the exposure they paid for due to ground unavailability
No. rounds ground not available	2	
Total loss of sponsorship	\$ 500.00	
<hr/>		
<u>Costs incurred on ground hire due to ground unavailability</u>		
Cost to hire River Oval - NSP Council	\$ 297.00	Required ground for training when Walkerville oval unavailable
Cost to hire Fitzroy Oval - Fitzroy Community Club	\$ 1,210.00	Required for games and training when Walkerville Oval was unavailable
Total costs incurred for alternate ground hire	\$1,507.00	
<hr/>		
TOTAL costs incurred / loss of Income by WJFC Season 2016	\$3,851.07	

If you have any queries or require additional information please do not hesitate to contact me.

Cheers

Andrew

Chris Harcourt

From: Walkerville Softball Association <walkerville@softballsa.com.au>
Sent: Friday, 19 February 2016 10:20 AM
To: Chris Harcourt
Cc: Walkerville Softball Association; wscsports@live.com.au
Subject: RE: Walkerville Oval - Maintenance

Hi Chris,

Listed below are our additional costs totalling \$1,009.50 resulting from Walkerville Oval being out of commission in September and March.

Diamond Sports, West Beach	5 training sessions Sept	550.00	
Wilderness School Oval	5 training sessions Sept	192.50	
Diamond Sports, West Beach	2 training sessions March	190.00	
Wilderness School Oval	2 training sessions March	77.00	(expected cost)
Total		\$1,009.50	

Please include this amount on behalf of Walkerville Softball Club when seeking compensation from the Walkerville Council.

Regards,
Julie Dale
Treasurer.

From: Chris Harcourt [chris@mfy.com.au]
Sent: Monday, February 15, 2016 1:16 PM
To: brentf@coopers.com.au; Craig Burford; Walkerville Softball Association; abgniel@gmail.com
Cc: Tammy Mason; Christian; Brett Koch
Subject: RE: Walkerville Oval - Maintenance

Hi all,

Further to my email of last October re Oval Maintenance / Lift, I would like to advise that WSC will be seeking compensation relating to loss of revenue due to oval works and compounding issues. I invite you all to provide details to me of additional financial burden placed upon your club as a direct result of Walkerville Oval being out of commission, including forthcoming oval closures for March / April. I will be happy to include these details together with WSC as a joint claim for compensation sought from Council.

Deadline for submissions for the above is **22 February 2016**. Council will begin to finalise the 2016/17 budget starting early March and I would like to raise this issue early in proceedings and get it on the table as a special consideration.

Just a reminder that Walkerville Oval will be out of commission from 7 March until end of April, as per the extract of an email I received from Council below;

"The Irrigation Works

Myself, Josh and Greg from our Depot team met with the Terrain Group this morning. We are pleased to report that the machine from Victoria will be able to deliver the works ahead of schedule.

The new dates are:

a) phase 2 commencement date – 7 March 2016;

b) phase 2 completion date – 23/24 March 2016; and

c) recovery period – 23/24 March 2016 to 21/22 April 2016 (4 weeks).

As you can appreciate, the dates are indicative only and the progress will be subject to weather etc (which we hope will be favourable at that time of year).

Provided all goes well, the Oval could be ready for use by Saturday 23 April 2016. Having said that, we are reluctant to schedule a home game as the first activity on the Oval. It would be preferable to put the Oval through a full week of training so that we can flag and address any issues with the turf before hosting a matchday."

Further to the above Council has more firmly advised that some trainings may take place from 23 April 2016. Please bear in mind that careful oval management by WSC during this period (loading on the surface) will be imperative to ensure that the oval recovers. It is expected that weekend matches will be available to be played from 30 April 2016.

It will be a difficult winter season particularly if / when we get rain during footy season, and impose closures to look after the surface. On behalf of WSC I appreciate your understanding of this issue and I am sure that you and your club fully appreciate that some short term pain will bear the fruit of a fantastic surface to enjoy for the years to come.

I would be pleased to address any queries you may have in relation to the above. Alternatively, Tammy Mason has and will continue to provide updates on oval access issues.

I would also like to take this opportunity to welcome Andrew Gneil, as President of WJFC. Wishing you and your committee a successful season.

All the best for the remainder of the summer season and for the forthcoming football season!

Cheers,

Chris Harcourt | Associate | MFY Pty Ltd



Unit 6/224 Glen Osmond Road, Fullarton SA 5063
t: 08 8338 8888 | m: 0403 001 613 | e: chris@mfy.com.au | w: mfy.com.au

Disclaimer: This email may contain information which is confidential and/or copyright, intended for the addressee only. If you are not the intended recipient of this email, you must not use, copy, distribute or utilise this information in any way, for any purpose. Please notify the sender immediately and delete this email if you received it in error. The receiver of this email is responsible for their own virus protection and is urged to scan any transmissions and attachments for viruses. MFY Pty Ltd disclaims all responsibility or liability of any actions, claims, costs and damages whatsoever resulting from or following upon any reproduction or modifications of these documents, drawings or data contained therein by any other party or application of the said documents or data to other than their original purpose.

Traffic • Parking • Transport

From: Chris Harcourt

Sent: Thursday, 1 October 2015 10:21 AM

To: brentf@coopers.com.au; Craig Burford <craigburford1977@gmail.com>; Walkerville Softball Club <walkerville@softballsa.com.au>; Jack Dowling (dowling@duttons.com.au) <dowling@duttons.com.au>

Cc: 'Tammy Mason' <wscsports@live.com.au>; 'Christian' <cjensen@adelaide.on.net>; Brett Koch <kochlot@internode.on.net>

Subject: FW: Walkerville Oval - Maintenance

Hi all,

Please see attached update on Walkerville Oval maintenance works and the clubrooms lift. In particular, if you have any queries in relation to the oval works, can you please respond back to me by early next week so I can collate the collective response back to Council.

Appreciate your patience in these matters.

Cheers,

Chris Harcourt | Associate | MFY Pty Ltd



Unit 6/224 Glen Osmond Road, Fullarton SA 5063
t: 08 8338 8888 | m: 0403 001 613 | e: chris@mfy.com.au | w: mfy.com.au

Disclaimer: This email may contain information which is confidential and/or copyright, intended for the addressee only. If you are not the intended recipient of this email, you must not use, copy, distribute or utilise this information in any way, for any purpose. Please notify the sender immediately and delete this email if you received it in error. The receiver of this email is responsible for their own virus protection and is urged to scan any transmissions and attachments for viruses. MFY Pty Ltd disclaims all responsibility or liability of any actions, claims, costs and damages whatsoever resulting from or following upon any reproduction or modifications of these documents, drawings or data contained therein by any other party or application of the said documents or data to other than their original purpose.

Traffic • Parking • Transport

From: Tahlia Willey [<mailto:TWilley@walkerville.sa.gov.au>]
Sent: Tuesday, 29 September 2015 4:31 PM
To: Chris Harcourt <chris@mfy.com.au>; Heather Barclay <HBarclay@walkerville.sa.gov.au>
Cc: Joshua Bowen <JBowen@walkerville.sa.gov.au>
Subject: RE: Walkerville Oval - Maintenance

Dear Chris,

Please see attached letter from Heather Barclay.

Regards,

Tahlia Willey
Personal Assistant to Executive



Town of Walkerville

Community Services | 66 Walkerville Terrace, Gilberton South Australia 5081
PO Box 55 | Walkerville SA 5081
T +61 8 8342 7140 | F +61 8 8269 7820
www.walkerville.sa.gov.au | TWilley@walkerville.sa.gov.au

This transmission is confidential. This email, including any attachments, is for the original addressees only. Any use, copying or disclosure by any other person is prohibited. If you have received this transmission in error, please notify us by email immediately and then destroy the message. Your co-operation is appreciated. Virus detection software has been used to detect the presence of any computer viruses, however, we cannot guarantee that this email and any attached files are virus free. The views expressed in this document are those of the author and not necessarily those of the Council unless specifically stated.

From: Chris Harcourt [<mailto:chris@mfy.com.au>]
Sent: Tuesday, 29 September 2015 12:18 PM
To: Heather Barclay
Cc: Joshua Bowen
Subject: Walkerville Oval - Maintenance

Hi Heather,

I have a committee meeting tonight and would like to update the Board of Directors on the oval situation, if possible. I note that Council met last Monday and the administration proposal was put forward, as per discussion with you the week prior. What was the outcome?

At this point I have advised the sporting sections of the proposal and likelihood to go ahead, but am awaiting the formal notification to confirm this. In particular, cricket are looking into their options for later in the season, but are unable to alter the fixture for the start of the season, given oval access is likely.

For the interim we have advised both cricket and softball to proceed with usual activities on the oval until further notice.

On a separate issue, I have some information to put forward in relation to the lift issue, but will send that in a separate email.

Cheers,

Chris Harcourt | Associate | MFY Pty Ltd

WALKERVILLE SPORTS CLUB**FOR THE YEAR ENDED 31 MARCH 2016**

<u>2013</u>	<u>2014</u>	<u>2015</u>		<u>2016</u>
BAR TRADING STATEMENT				
119,285	110,613	118,143	Sales	94,500
6,956	4,139	4,897	Cost of Sales	
			Opening Stock	5,699
50,637	53,841	57,501	Add:	
182	175	225	Purchases	50,845
			Liquor Licence Fees	106
<u>57,775</u>	<u>58,155</u>	<u>62,623</u>		<u>56,650</u>
			Less:	
4,139	4,897	5,699	Closing Stock	7,816
<u>53,636</u>	<u>53,258</u>	<u>56,924</u>	Total Cost of sales	<u>48,834</u>
<u>65,649</u>	<u>57,355</u>	<u>61,219</u>	Gross profit/(loss) on bar trading	<u>45,666</u>
55%	52%	52%	Gross margin before wages	<u>48%</u>
			Less: Direct expenses	
15,825	15,901	14,309	Contract - Manager & Bar Support	15,573
5,163	1,939	1,914	Gas & sundry	1,880
<u>44,661</u>	<u>39,515</u>	<u>44,996</u>	Gross profit/(loss) after direct expenses	<u>28,213</u>
37%	36%	38%	Gross margin after wages	<u>30%</u>

WALKERVILLE SPORTS CLUB**FOR THE YEAR ENDED 31 MARCH 2016**

<u>2013</u>	<u>2014</u>	<u>2015</u>		<u>2016</u>
PROFIT AND LOSS				
INCOME				
44,661	39,515	44,996	Gross profit on bar trading	28,213
1,350	1,418	1,734	Members subscriptions	5,980
0	0	603	Sundry income/Reimbursements	0
4,749	884	2,369	Interest received	1,105
0	250	195	Donation - Other	160
7,500	0	0	Donation - Vice Presidents	0
0	0	2,060	Donation - Council	0
3,557	4,809	6,441	Oval hire - St Andrews	3,347
960	0	0	Oval Hire - St Monica's	0
2,675	2,425	1,119	Oval hire - Other	0
0	196	525	Room Hire	950
4,950	5,513	6,255	Contribution - Junior Football	8,000
1,970	2,370	910	Contribution - Gridiron	0
559	388	453	Bottles and cans	539
72,931	57,768	67,660	Total income	48,294
EXPENSES				
480	905	0	Advertising	0
0	960	0	Bad Debts	500
44	29	29	Bank fees and charges	24
4,926	3,644	5,228	Cleaning	5,844
12,616	9,688	7,599	Depreciation - plant	5,868
1,122	1,122	1,157	Capital Works Deduction	1,178
0	0	0	Donations	0
823	2,026	313	Drink Vouchers/Promotions/Draws	175
5,569	9,519	4,642	Insurance	4,061
12,868	12,874	16,129	Lease payments - Oval	19,274
994	1,015	958	EFTPOS machine charges	1,022
2,208	1,475	1,682	Licences and permits	578
15,786	14,685	15,744	Light and power	12,689
521	235	514	Printing, postage and stationery	633
12,124	4,312	4,712	Repairs and maintenance	8,986
2,002	4,226	3,664	Sundry expenses	1,691
1,483	1,157	1,250	Telephone	501
73,566	67,872	63,621	Total expenses	63,024
(635)	(10,104)	4,039	NET PROFIT/(LOSS) BEFORE DISTRIBUTIONS	(14,730)
0%	0%	3%	Net margin	0%

WALKERVILLE SPORTS CLUB**FOR THE YEAR ENDED 31 MARCH 2016**

<u>2013</u>	<u>2014</u>	<u>2015</u>		<u>2016</u>
			DISTRIBUTION STATEMENT	
(635)	(10,104)	4,039	NET PROFIT/(LOSS) BEFORE DISTRIBUTIONS	(14,730)
			Distributed as follows:	
			SPORTING SECTIONS	
9,378	5,921	3,571	Football club	0
3,768	2,229	2,369	Cricket	0
228	0	0	Softball - Women's	250
0	0	0	Junior Football	0
13,374	8,150	5,940	TOTAL DISTRIBUTIONS	250
(14,009)	(18,254)	(1,901)	NET PROFIT/(LOSS) AFTER DISTRIBUTIONS	(14,980)

WSC BAR SALES SUMMARY 2012/13 - 2016/17

	2012/13	2013/14	2014/15	2015/16	2012-2015 3-yr average	2015-16 Variance	2016/17	2012-2015 3-yr average	2015-16 Variance
April	\$11,540	\$11,181	\$10,034	\$13,405			\$5,392	\$11,540	(\$6,148)
May	\$10,141	\$15,156	\$16,324	\$15,372			\$8,085	\$15,617	(\$7,532)
June	\$18,293	\$11,131	\$10,815	\$8,063					
July	\$8,696	\$10,898	\$15,100	\$9,640					
Aug	\$16,604	\$19,166	\$18,751	\$18,110					
Sept	\$14,184	\$9,860	\$8,590	\$4,678	\$10,878	(\$6,200)			
Oct	\$4,529	\$5,043	\$5,888	\$3,818	\$5,153	(\$1,335)			
Nov	\$7,724	\$7,417	\$7,584	\$3,480	\$7,575	(\$4,095)			
Dec	\$7,941	\$3,373	\$3,734	\$3,036	\$5,016	(\$1,980)			
Jan	\$3,484	\$2,703	\$5,000	\$5,563	\$3,729	\$1,834			
Feb	\$6,124	\$4,711	\$6,702	\$6,349	\$5,846	\$503			
Mar	\$5,853	\$7,217	\$5,199	\$2,986	\$6,090	(\$3,104)			
Sub Total	\$115,113	\$107,856	\$113,721	\$94,500	\$44,287	(\$14,377)			
External functions	\$4,172	\$2,757	\$4,422	\$0					
Total	\$119,285	\$110,613	\$118,143	\$94,500	\$44,287	(\$14,377)	\$13,477	\$27,157	(\$13,680)
	\$49,839	\$40,324	\$42,697	\$29,910					

Note: WSC trading year operates from 1 April - 31 March

MEMORANDUM OF AGREEMENT made the *6th* day of *October* 2000

BETWEEN: THE COPORATION OF THE TOWN OF WALKERVILLE the office of which is situated at 66 Walkerville Terrace Gilberton in the State of South Australia 5081 (hereinafter referred to as "the Lessor") of the one part and **THE WALKERVILLE SPORTS CLUB INC.** of Walkerville in the said State (hereinafter referred to as "the Lessee") of the other part **WHEREAS** the Lessor is the owner of that piece of land situated at the corner of Warwick and Alfred Streets Walkerville and commonly referred to as the oval playing surface, cricket practice area, clubrooms and old clubrooms/change rooms at the Walkerville Oval within the Municipality of Walkerville which said land is portion of the land described in Certificate of Title Register Book Volume ^{2768 445} ~~5285~~ Folio 827 and which said land is coloured "red" on the plan annexed hereto (thereinafter together with all improvements now erected and to be erected thereon referred to as "the demised premises")

AND WHEREAS the Lessee has leased the land from the Lessor for a period of five years commencing on the 1st day of January 1995 pursuant to a Memorandum of Agreement dated the 30th day of August 1995 **AND WHEREAS** the said Memorandum of Agreement gives the Lessee a right of renewal for a further period of five years **AND WHEREAS** the Lessee has duly exercised such right of renewal **NOW IT IS HEREBY AGREED** by and between the Lessor and the Lessee that, the Lessor so far as it lawfully can and may do so and not otherwise agrees to grant to the Lessee and the Lessee agrees to take an extension lease of the said demised premises for a future period of five years commencing on the 1st day of January 2000 at a rental hereinafter set out subject to the following terms and conditions:-

1. The Lessee during the said term shall pay rental at the rate of **SEVEN THOUSAND NINE HUNDRED AND FORTY SEVEN DOLLARS AND SEVENTY TWO CENTS (\$7,947.72)** per annum payable by monthly instalments of **SIX HUNDRED AND SIXTY TWO DOLLARS AND THIRTY ONE CENTS (\$662.31)** on the 1st day of each and every month the first such monthly instalments to be made on the 1st day of January 2000. The Lessee shall pay and discharge all land tax, water (including excess water charges) and sewerage rates and taxes which may be levied or imposed upon the demised premises or upon the Lessor or Lessee in respect thereof during the continuance of the Agreement or any extension thereof and in addition thereto to pay all charges for any telephone, gas or electricity services supplied to the demised premises.
2. The Lessee and others shall not use the demised premises or the said buildings and other facilities except for the purposes of a sports ground and clubrooms.
3. The Lessee shall notwithstanding anything elsewhere herein contained at all times during the said term at the cost and expense in all things of the Lessee maintain and keep in a good and substantial state of repair and condition to the satisfaction of the Lessor the whole of the demised premises including all locks keys door and window fastenings and other fixtures and conveniences electric light installations and things which now are or which hereafter during the said term may be constructed erected or placed on the demised premises **PROVIDED ALWAYS** and it is hereby agreed and declared that it shall be lawful for the Lessor or the Town Manager for the time being of the Lessor or the Attorney or Agents of the Lessor or any person authorised in that behalf by the Town Manager of the Lessor with or without workmen or other so often as the Lessor or the Attorney or the Agents of the Lessor may deem it necessary at any time and at all times during the said term to enter and come into and upon the demised premises and every or any part thereof in order to view and examine the state of repair

and condition thereof and to effect such works and repairs as the Lessor the Attorney or Agents of the Lessor may deem necessary and may in addition thereto give notice to the Lessee and upon notice being given to the Lessee by the Lessor the Lessee will forthwith maintain and repair in accordance therewith.

4. The Lessee shall and will at the end or other sooner determination of the said term quietly and peaceably leave surrender and yield up the demised premises to the Lessor or the Attorney or Agents of the Lessor without having committed or suffered any waste spoil or dilapidations thereto or to any part thereof together with any fittings and conveniences electric light installation and other things constituting Lessor's fixtures which at the time of the commencement of the said term are or which at any time thereafter during the said term shall or may be fixed fastened to or standing on the demised portion of the premises or any part thereof.
5. The Lessee shall at the Lessee's expense comply with all notices orders or directions with respect to the demised premises that may be given or made by any person or body having any authority under any Act or Acts of Parliament of the State of South Australia or of the Commonwealth of Australia now and hereafter in force or under any Regulations or By-Laws made or continued under any such Acts of Parliament during the term of the agreement (notwithstanding that the Lessor or its servants or agents may be the authority giving such notice) whether the same be addressed to or given to or left for the Lessor or Lessee.
6. The Lessee shall keep all rubbish bottles cans cartons and refuse in proper containers and shall in all respects comply with the requirements of the "Public and Environmental Health Act 1987" and all amendments or re-enactments thereof and any relevant Lessor By-Laws.

7. The Lessee shall at its own ~~cost insure all buildings and structures erected or to be~~ erected on the said land and at all times during the term hereby granted keep the same insured subject to replacement and reinstatement conditions in their full insurable value against loss or damage ^① by fire storm and tempest earthquake impact by vehicle riots malicious damage explosion aircraft water damage rain water and flood damage in the joint names of the Lessor and the Lessee with a reputable and responsible public insurance company and will forthwith after effecting such insurance deposit the insurance policy with the Town Manager for the time being of the Lessor and shall each year during the term hereby granted deliver to the said Town Manager the receipt for the annual premium paid in respect of such insurance.
8. The Lessee shall upon the written request of the Lessor deliver a report upon the use of the demised premises and financial results thereof for examination by the Lessor. The request may be annually or as the Lessor more often may require.
9. The lessee shall forthwith insure and keep insured against breakage all plate glass on the demised premises in the joint names of the Lessor and the Lessee and at the Lessee's expense and with a reputable and responsible public insurance company and will forthwith after affecting such insurance policy with the Town Manager for the time being of the Lessor and shall each year during the term hereby granted deliver to the said Town Manager the receipt for the annual premium paid in respect of such insurance.
10. The Lessee shall forthwith effect and keep current in respect of the demised premises a ^② public risk insurance policy, in a sum of not less than the sum of TEN MILLION DOLLARS (\$10,000,000.00) or such other sum as the Lessor may fix from time to time by notice in writing to the Lessee, at all times during the continuance of this lease in the joint names of the Lessor and the lessee and for their respective rights

and interests, with a reputable and responsible public insurance company and will forthwith after effecting such insurance deposit the insurance policy with the Town Manager for the time being of the Lessor and shall each year during the term hereby granted deliver to the said Town Manager the receipt for the annual premium paid in respect of such insurance.

11. The Lessee shall not, at any time during the continuance of this Lease, do or cause permit or suffer to be done any act matter or thing upon the demised premises may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased premiums on any such policy and all expenses incurred by the Lessor in or about the renewal of any such policy which has been rendered necessary by a breach of this covenant and all such payments shall be immediately paid by the Lessee within seven (7) days of receiving such notice in writing of the same from the Lessor.
12. The Lessee or its officers shall have the right to remove any person from the demised premises who in the opinion of the Lessee or its officers shall behave in an objectionable manner on the demised premises or any part thereof.
13. The Lessee shall within two calendar months from the 30th day of June in each and every year of the term hereby granted deliver to the Lessor a full and exact copy of its audited financial statements.
14. The Lessee shall be responsible for the behaviour of its members and their visitors and the members of any opposing teams and their visitors whilst using the said ground and the club rooms and shall not permit any alcoholic liquor to be consumed by any of the abovementioned persons other than at such portions of the said ground and club rooms and at such times as are now or hereafter approved by the Lessor and the Licensing Court of South Australia.

15. The Lessee shall not paint paste affix colour or place or permit or suffer to be painted pasted affixed coloured or places on or to the demised premises or any part thereof any name or sign except such as the Lessor shall first approve of in writing and the Lessee will on vacating the demised premises at the cost and expense in all things of the Lessee and to the satisfaction of the Lessor remove or otherwise efface any such permitted name or sign and restore the demised premises to the satisfaction of the Lessor.
16. The Lessee shall at the cost in all things of the Lessee make good any loss damage or injury sustained by any person (whether the same shall be within or without the demised premises) for which the Lessee or the Lessor may be liable or called upon to pay or by reason of the term hereby granted AND the Lessee will at all times save harmless and identify the Lessor against any loss damage or injury sustained as aforesaid AND the Lessor shall not on any ground or pretext whatsoever be liable to the Lessee for any damage or injury arising from the negligence erections improvements furniture fittings or plant belonging to or placed by the Lessee on the demised premises.
17. The Lessee shall not at any time during the said term assign sublet part with or suffer or permit to be assigned sublet or parted with the demised premises or any part thereof without the consent in writing of the Lessor first had and obtained
18. The Lessee shall not erect any buildings or facilities on the demised premises make any structural and/or other alterations improvements or additions thereto or to any part thereof without first submitting to the Lessor plans and specifications of such buildings and/or facilities and/or such structural and/or other alterations improvements or additions and without the consent in writing of the Lessor for every

such purpose and on every occasion being first had and obtained at the cost and expense in all things of the Lessee.

19. The Lessee shall at all times comply with the Conditions of Appeal contained in Planning Division Notification 200/020/92 a copy of which is attached hereto.
20. The Lessor consents and allows the Lessee to maintain the existing turf wicket on the portion of the said ground on the following conditions:-
 - (a) That the Lessee shall provide at he expense of the Lessee in all things such experts as may be necessary to advise the Lessee and the Lessor generally and supervise the work of maintaining the turf wicket area.
 - (b) That the Lessee provide such labour as may be necessary for the maintenance of such turf wicket area and employ such groundsmen at its own cost as may be necessary for the maintenance of the said turf wicket area in all things to the satisfaction of the Lessor.
21. The Lessee shall make available the said ground or any part thereof (including the turf wicket area):
 - (a) To such schools or colleges within the area of the Municipality of Walkerville as may be authorised in writing by the Lessor or the Town Manager thereof for such purpose or purposes as may be nominated by the Lessor or the Town Manager thereof in such written authority. The said written authority shall be either general or particular and shall in all things remain in the discretion of the Lessor.
 - (b) To such person or persons and for each purpose as may be mutually agreed upon by the Lessor and the Lessee.

22. The Lessee shall keep and maintain in a proper condition the turf wicket area and shall keep all grassed areas thereof properly cut, top dressed and in good condition to the satisfaction of the Lessor in all things.
23. **PROVIDED ALWAYS** and it is hereby expressly agreed and declared that if the said rent hereby received or any part thereof or any additional rent payable hereunder or any part thereof shall be in arrears and unpaid for the space of 14 days next after and day appointed for payment thereof (whether the same shall have been legally demanded or not) or any application made to any Court of competent jurisdiction for any order that the Lessee's affairs be wound up or if the Lessee suffer any judgement to be obtained against the Lessee by default or execution or process to issue or be levied upon the Lessee's goods or chattels or any such goods or chattels of this lease, of the said demised premises or any part thereof or if default shall be made by the Lessee in the observance or performance or keeping in every particular all and every of the covenants conditions provisions and agreements herein contained and which on the part of the Lessee ought to be observed and performed and kept or if the Lessee shall suffer the said land and buildings to be not used by the Lessee then and in any or either of such cases it shall be lawful for the Lessor without prejudice to any other right or remedy the Lessor may have by reason of such act or default without notice to the Lessee to re-enter into and upon the premises or any part thereof in the name of the whole and repossess and enjoy the same as the Lessor's former estate, this lease and everything to the contrary herein contained notwithstanding, and upon the Lessor re-entering as aforesaid this Agreement shall thereupon become absolutely void and of no effect **PROVIDED HOWEVER** that this clause shall in no way be construed as releasing or discharging the Lessee from any liability duty or obligation imposed on the Lessee by this agreement such liability not having been fulfilled or discharged.

24. The Lessor hereby agrees with the Lessee that subject to this agreement the Lessee keeping observing and performing all and every term and condition herein contained and on the part and behalf of the Lessee to be observed and performed and kept according to the true intent and meaning of these presents may lawfully and quietly have hold and enjoy the demised premises for and during the said term for the purposes of providing and using the buildings and other facilities hereinbefore mentioned for the recreation and enjoyment of the Lessee and others but subject as aforesaid without interruption or disturbance by the Lessor or any person claiming through or under the Lessor.
25. Any notice or demand to be given or made by the Lessor to or upon the Lessee hereunder shall be in writing and may be signed on behalf of the Lessor by the Town Manager or the said Lessor or by the Attorney or Agents of the Lessor or of the said Town Manager and may be given or served by sending the same by prepaid post addressed to the Lessee or any officer or committee man thereof at its his or their last known address and posted at any Post Office in the said State and in such case shall be deemed to have been served upon and received by the Lessee on the third day next following that on which the same was posted notwithstanding that for any reason the said notice shall fail to reach or be received by the Lessee.
26. The Lessor may at any time and from time to time build or erect upon the demised premises such additional buildings fittings and erections and make such driveways, roads and other access as the Lessor in its absolute discretion shall think fit and for that purpose the Lessor and its contractors and servants may from time to time enter upon the said land at all reasonable times.

27. The Lessee shall not without the prior consent in writing of the Lessor or the Town Manager thereof make any charge to any person for admittance to the demised premises
28. The Lessor shall have the unrestricted right to direct and instruct the Lessee upon the observance of each and every condition herein set out and should the Lessee fail or neglect to comply with such direction or instruction the Lessor may upon seven days Notice determine this Agreement
29. The Lessee shall supply to the Lessor a duplicate key of all locks that are nor may in the future be placed on any gates, doors or fences surrounding or upon the demised premises.
30. The Lessee shall use the demised premises in such a manner that no disturbance or nuisance shall be caused to any person or persons residing near the demised premises. The Lessor in its absolute discretion shall be the sole arbiter as to whether any such nuisance is being caused.
31. The annual rent hereby shall be reviewed on the 1st days of January 2001, 2002, 2003 and 2004 for the period from such review date until the rent review date or until the expiry of the then current term when the annual rent current at the review date shall be increased to the amount arrived at by multiplying the annual rent current immediately prior to the date of review by a fraction the NUMERATOR whereof shall be the All Groups Consumer Price Index number for the City of Adelaide calculated on base year 1989-1990 as prepared by the Australian Bureau of Statistics for the quarter year expiring immediately before the date of review and the DENOMINATOR shall be the All Groups Consumer Price Index Number for the City of Adelaide calculated on base year 1989-1990 as prepared by the Australian Bureau of Statistics for the same quarter year expiring immediately before the commencement of the said term

PROVIDED FURTHER that if the said Index is not current on both dates or is calculated from different base years or if any dispute arises between the parties as to the calculation of the increase, the fraction to be applied shall be such fraction representing the rise in the cost of living in the City of Adelaide between the two dates and shall be certified by the Officer in Charge of the Adelaide Office of the Australian Bureau of Statistics or some other person appointed by him for the purpose of giving such certificate and acting upon information prepared by the Australian Bureau of Statistics who in so certifying shall be deemed to be acting as an expert and not as an arbitrator **AND** pending such calculation of such increased rental ultimately calculated to be payable rental at the rate current immediately prior to the expiration of the said term and the balance thereof upon calculation **AND FURTHER** it is hereby expressly agreed that any review of rental herein shall not be less than the rental current immediately prior to the review date

32. All costs of and incidental to the preparation and stamping of this Agreement and any governmental or other expenses in relation thereto shall be paid by the Lessee.
33. (a) Each of the covenants specified in this paragraph, and on the part of the Lessee to be observed or performed, is an essential term of this Lease:-
- (i) Clause 1 hereof, being the covenant to pay the annual rent throughout the entire term of this Lease;
 - (ii) Covenant 2 hereof;
 - (iii) Covenant 3 hereof;
 - (iv) Covenant 4 hereof;
 - (v) Covenant 8 hereof;
 - (vi) Covenant 11 hereof; and
 - (vii) Covenant 15 hereof.

(b) In relation to the obligation of the Lessee to pay the rent hereby reserved and other monies hereby payable, the acceptance by the Lessor of arrears or any late payments of such rent and other monies shall not constitute a waiver of the essential nature of the obligation of the Lessee to pay such rent and other monies, whether in relation to those arrears or that late payment of the continuing obligation of the Lessee to pay the rent hereby reserved and such other monies throughout the entire term of this Lease.

(c) The Lessee shall compensate the Lessor in respect of any breach of an essential term of this Lease, and the Lessor shall be entitled to recover damages for the Lessee in respect of any such breach. The entitlement of the Lessor to damages under this paragraph shall be in addition to any other right of action or remedy to which the Lessor is or may be entitled (including the right to determine this Lease).

34. (a) If the conduct (whether by act or omission) of the Lessee shall constitute a repudiation of this Lease or of the obligations of the Lessee hereunder, or shall constitute a breach of any of the covenants of this Lease on the part of the Lessee to be observed or performed, the Lessee shall compensate the Lessor for any loss or damage suffered by the Lessor by reason of such repudiation or breach.

(b) The Lessor shall be entitled to recover damages against the Lessee in respect of the repudiation of this Lease or of the obligations by the Lessee hereunder or in respect of the breach of any of the covenants of this Lease on the part of the Lessee to be observed or performed, for the damage and loss suffered by the Lessor throughout the entire term of this Lease.

- (c) The entitlement of the Lessor to recover damages hereunder shall not be affected or limited by any of the following:-
- (i) if the Lessee shall abandon or vacate the demised premises;
 - (ii) if the Lessor shall elect to re-enter the demised premises or to determine this Lease;
 - (iii) if the Lessor shall accept the Lessee's repudiation or breach of covenant; or
 - (iv) if the conduct of the Lessor and the Lessee shall constitute a surrender by operation of law.
- (d) If the Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire term of this Lease, including the periods before and after the repudiation or breach of covenant referred to in paragraph (a) of this covenant and before and after the abandonment, vacation, re-entry, determination, acceptance of repudiation or surrender by operation of law referred to in paragraph (c) of this covenant, and whether such proceedings are instituted before or after the occurrence of any such act.
- (e) In the event of the Lessee vacating the demised premises whether with or without the consent (express or implied) of the Lessor, the Lessor shall take reasonable steps to mitigate the Lessor's damages and to endeavour to re-let the demised premises at a reasonable rent and on reasonable terms. The entitlement of the Lessor to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this paragraph. The conduct of the Lessor, undertaken pursuant to the foregoing duty to mitigate damages, shall not, by itself, constitute acceptance

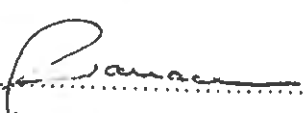
of any breach of covenant or repudiation on the part of the Lessee or constitute a surrender by operation of law.

35. Notwithstanding anything to the contrary herein contained the Lessor reserves unto itself the right to alter the demised premises so as to ensure that the demised premises comply with the provisions of the Equal Opportunity Act and any other legislation affecting access to and use of the demised premises by disabled persons and the right to enter into and upon the demised premises for the aforesaid purpose. The Lessee shall not be entitled to any reduction of rental as a result of the Lessee exercising such rights but the Lessor shall not interfere with the Lessee in its use and occupation of the demised premises more than is reasonably necessary.

IN WITNESS whereof the parties hereto have hereunto affixed their seals the day and year first hereinbefore written.

THE COMMON SEAL of THE CORPORATION OF THE TOWN OF WALKERVILLE was hereunto affixed in the presence of:

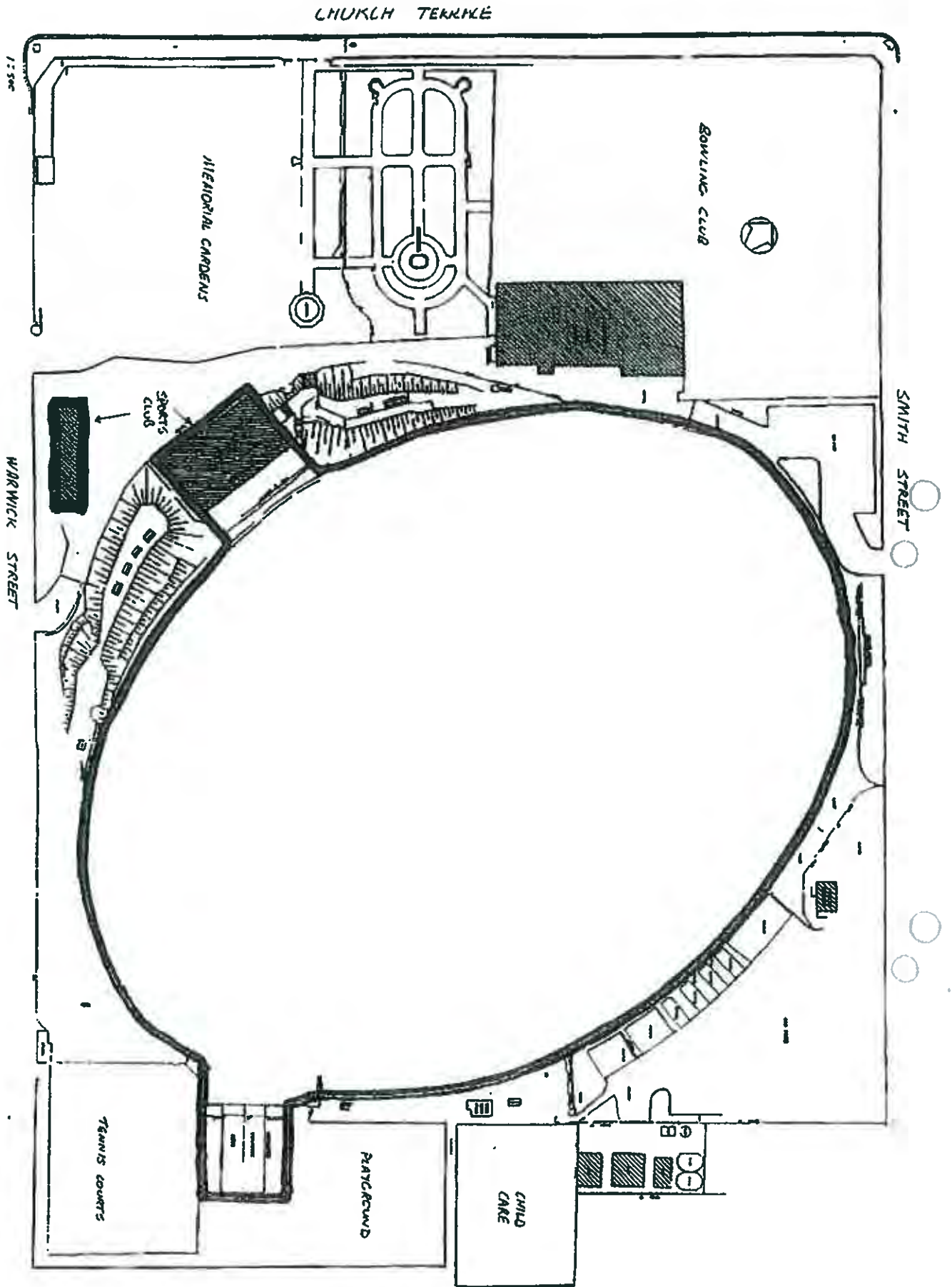
Mayor 

Town Manager 

THE COMMON SEAL of THE WALKERVILLE SPORTS CLUB INC was hereunto affixed by two of the seal holders duly authorised on that behalf

Seal Holder 

Seal Holder 



PLANNING DECISION NOTIFICATION

Development Number
200/020/92

Original

FOR DEVELOPMENT APPLICATION

DATED 4 / 5 / 92

REGISTERED ON 11 / 5 / 92

To
WALKERVILLE COUNCIL

Location of Proposed Development
SMITH STREET, WALKERVILLE

Nature of Proposed Development
FLOODLIGHTING

From
SOUTH AUSTRALIAN PLANNING COMMISSION

REGULATION 41
Sixth Schedule

South Australia
Planning Act
Development Control Regulations

In respect of this proposed development you are informed that:

- consent is refused
- consent is granted
- consent is granted subject to (4) condition(s)

Six representation(s) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out below. Please also refer to the information on the back of this form about appeal rights and operation of consent.

REASON FOR DECISION

Proposal will not have an adverse effect on the locality.

CONDITIONS OF APPROVAL

1. All development shall occur in strict accordance with the plans and supporting information lodged with development application 200/020/92 unless modified or augmented by conditions hereunder.
2. Floodlighting shall be designed and located so that glare and overspill of light do not cause nuisance to occupiers of other properties in the locality or to motorists on streets surrounding the subject land.
3. All activities associated with the use of the floodlighting shall cease by 9.00 p.m. at the latest.
4. The floodlighting shall be turned off by 9.00 p.m. at the latest.

Date of Decision: 23/9/92
Signed: *[Signature]*
Date: 23/9/92

As delegate of the
SOUTH AUSTRALIAN PLANNING COMMISSION

- Chairman, S.A. Planning Commission
- Town Clerk
- District Clerk
- Sheets Attached

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

