

CITY OF WANNEROO

AGREEMENT FOR MAINTENANCE OF TURF WICKET FACILITIES AT MACDONALD PARK, PADBURY

1.0 AGREEMENT DESCRIPTION

In return for a cash subsidy from the City of Wanneroo, the Whitfords and Districts Cricket Club undertakes responsibility for direct management of the turf cricket facilities at MacDonald Park, Padbury.

2.0 AGREEMENT CONDITIONS

- 2.1 The Whitfords and Districts Cricket Club will be responsible for the management, maintenance and preparation (to a high standard), inclusive of off-season works, of the turf wicket and turf practice facilities at MacDonald Park, Padbury for all scheduled, special matches and practice which may be booked.
- 2.2 The Whitfords and Districts Cricket Club is required to submit a schedule of all use requirements for the turf wicket and turf practice facilities to the City of Wanneroo, Recreation Department inclusive of dates, times, area required for booking approval, prior to any activity being undertaken at the reserve.
- 2.3 The Whitfords and Districts Cricket Club will be responsible for reinstatement of the turf wicket and turf practice facilities to an acceptable playing standard, in the event of deterioration of such facilities to below an acceptable standard.
- 2.4 The Whitfords and Districts Cricket Club will be responsible for those costs incurred in carrying out general maintenance to all equipment and plant, exclusive of annual major maintenance and/or replacement of plant and equipment and any maintenance required for damage of malfunction resulting from factors outside of the club's control.

2.5

Council will make available the following schedule of plant and equipment to the Whitfords and Districts Cricket Club for the maintenance and preparation of the turf wicket and turf practice facilities at a nominal rental of \$1 per year.

98403	Trailer
98289	Dethatcher
98120	Alroh Reel 26"
98130	450 Rotary Mower
98328	Roller
98396	Vacuum
	Hand Roller
	Line Marker Aluminum
	4 x 240 lt Plastic Bins (Soil)
	Wheelbarrow
	2 x 20 lt Jerry Cans
	1 x Broom
	1 x Rake
	3 String Lines

2.6

The Whitfords and Districts Cricket Club will be responsible for acquisition/payment for all consumable materials required for maintenance of the turf wicket and turf practice facilities, including the following:

- Seed and Turf Grasses
- Whiting/Paint
- Clay
- Pesticides/Herbicides
- Fertiliser
- Fuel and Oil
- Minor Tools

2.7

Council have provided a curators shed at MacDonald Park for all plant/equipment required for management of the turf wicket and turf practice facilities. Council shall maintain right of access to this area.

2.8

Council will furnish and maintain the reticulation to the turf wicket, turf practice facility areas and turf practice facility fencing enclosures.

2.9

Council will be responsible for all works associated with the upkeep and preparation of the "broadacre" grass areas. Considered to be approximately 25 meters outside the wicket area.

2.10

Three inspections of the turf cricket facilities at the reserve shall be carried out by officers of Council and club representatives in accordance with the following schedules:

January 1995

May 1995

August 1995

Informal inspections may be made by Council at other times deemed appropriate.

2.11

The Whitfords and Districts Cricket Club shall have in place a current public liability insurance policy. In the event the club employs services to carry out works on the turf wicket and turf practice facilities, it shall have in place workers compensation insurance cover.

2.12

Council reserves the right to withhold or deduct from payments such amounts required to carry out works and services not carried out in accordance with this agreement. Council shall issued such directions in writing and allocate reasonable time for the club to fulfil the requirements. In the case of repeated or gross failure to observe the agreement, Council may cancel the agreement with two (2) months notice and decide on the continuity or otherwise of turf wicket provision at MacDonald Park.

2.13

A review of this agreement and procedures will be conducted annually in May of each year to consider any recommendations which might be made for such agreement prior to its renewal.

2.14

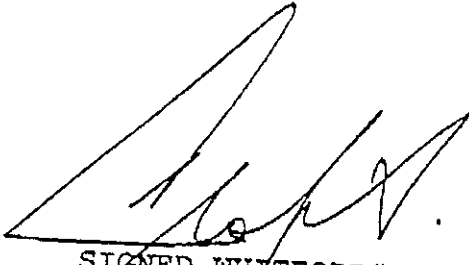
Council will supply a security locking system and 4 keys to the Club. Key holders are to be recorded on Councils access system records.

3.0

PAYMENT

A sum of 25,000 will be paid by Council to the Whitfords and Districts Cricket Club in two (2) instalments of \$12,500, dated 1 September 1994 and 1 February 1995 respectively.

The Whitfords and Districts Cricket Club shall open a separate bank account for placement of such funds, such funds to be used expressly for the purpose of this agreement.



SIGNED WHITFORDS AND DISTRICTS
CRICKET CLUB
Club President



SIGNED CITY OF WANNEROO
City Parks Manager

DHC:VR
gdo0524

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CITY OF JOONDALUP

2000-2005

**AGREEMENT FOR MAINTENANCE OF TURF WICKET FACILITIES
AT MACDONALD PARK PADBURY****1. AGREEMENT DESCRIPTION**

In return for a maintenance payment from the City of Joondalup, Whitfords and District Cricket Club undertakes responsibility for direct management of the turf cricket facilities at MacDonald Park Padbury.

2. AGREEMENT CONDITIONS

2.1 Whitfords and District Cricket Club will be responsible for the management, maintenance and preparation, in accordance with WACA Turf Maintenance Guidelines, inclusive of off-season works, of the wicket and turf practice facilities at MacDonald Park Padbury for all scheduled, special matches and practice which may be booked.

2.2 Whitfords and District Cricket Club is required to submit a schedule of all use requirements for the turf wicket and turf practice facilities to the City of Joondalup Leisure Services business unit, inclusive of dates and times, prior to any activity being undertaken at the reserve.

2.3 Whitfords and District Cricket Club will be responsible for reinstatement of the turf wicket and turf practice facilities to an acceptable playing standard, in the event of deterioration of such facilities to below an acceptable standard.

2.4 Council will, for the duration and the expiration of the lease period, permanently transfer the following plant and equipment and curator's shed to the Whitfords and District Cricket Club for the maintenance and preparation of the turf wicket and turf practice facilities:

98403	Trailer
98289	Dethatcher
98120	Alroh Reel 26"
98130	450 Rotary Mower
98328	Roller
98396	Vacuum
	Hand Roller
	Line Marker Aluminium
	4 x 240 Litre Plastic Bins (Soil)
	Wheelbarrow
	2 x 20 Litre Jerry Cans
	1 x Rake
	3 String Lines

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2.5 Whitfords and District Cricket Club will be responsible for those costs incurred in carrying out general maintenance to all equipment and plant.

2.6 Whitfords and District Cricket Club will be responsible for acquisition/payment of all consumable materials required for maintenance of the turf wicket and turf practice facilities, including the following:-

Seed and Turf Grasses
Whiting/Paint
Clay
Pesticides/Herbicides
Fertiliser
Fuel and Oil
Minor Tools

2.7 Council will furnish and maintain the reticulation to the turf wicket, turf practice facility areas and turf practice facility fencing enclosures. Access to the reticulation controller by the turf curator for specific watering cycles will be provided.

2.8 Council will be responsible for all works associated with the upkeep and preparation of the "broadacre" grass areas. Considered to be approximately 25 metres outside the wicket area.

2.9 Three inspections of the turf cricket facilities at the reserve shall be carried out by officers of Council and club representatives in accordance with the following schedules:-

January
May
August

Informal inspections may be made by Council at other times deemed appropriate.

2.10 Whitfords and District Cricket Club shall indemnify the City of Joondalup and keep the Council indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Council may suffer or incur in connection with loss of life, personal injury or damage to property arising from, or out of, any occurrence in, upon, or at the turf cricket facilities and curator's shed or the use by the Whitfords and District Cricket Club of the turf cricket facilities and curator's shed, or to any person or the property of any person using or entering or near any entrance to the turf cricket facilities and curator's shed or occasioned (wheresoever it may occur) wholly or in part by an act, neglect, default or omission by the Whitfords and District Cricket Club, its agents, contractors, servants, workmen, customers, members or any other persons using or upon the turf cricket facilities and curator's shed with its consent or approval expressed or implied.

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2.11 Council reserves the right to withhold or deduct from payments such amounts required to carry out works and services not carried out in accordance with this agreement. Council shall issued such directions in writing and allocate reasonable time for the club to fulfil the requirements. In the case of repeated or gross failure to observe the agreement, Council may cancel the agreement with two (2) months notice and decide on the continuity or otherwise of turf wicket provision at MacDonald Park.

2.12 A review of this agreement and procedures will be conducted annually in May of each year to consider any recommendations which might be made for such agreement prior to its renewal.

3. FINANCIAL ARRANGEMENT

Subject to fee schedule determination, Council will pay the following amounts to the Whitfords and District Cricket Club in two (2) instalments as per the following dates in the schedule:-

<u>Year 1</u>	31 October 2000 \ 1 February 2001 /	\$25,000 OR, \$27,500 if registered for GST
<u>Year 2</u>	31 October 2001 \ 1 February 2002 /	\$24,000 OR, \$26,400 if registered for GST
<u>Year 3</u>	31 October 2002 \ 1 February 2003 /	\$23,000 OR, \$25,300 if registered for GST
<u>Year 4</u>	31 October 2003 \ 1 February 2004 /	\$22,000 OR, \$24,200 if registered for GST
<u>Year 5</u>	31 October 2004 \ 1 February 2005 /	\$21,000 OR, \$23,100 if registered for GST

for a five year period.

Whitfords and District Cricket Club shall open a separate bank account for placement of such funds, such funds to be used expressly for the purpose of this agreement.

3.1 The current subsidy being paid to Whitfords and District Cricket Club shall be gradually reduced by \$1,000 per annum, until the subsidy reaches a figure of \$20,000 per annum per wicket square. This reduction is to be proportional to the number of wicket squares per club. The \$20,000 subsidy will be scheduled to commence in the first year of the second five year term.

3.2 The annual reduced subsidy to be paid to the Whitfords and District Cricket Club is to be indexed to reflect annual CPI changes. The CPI changes will be aligned to Council's rate increases.

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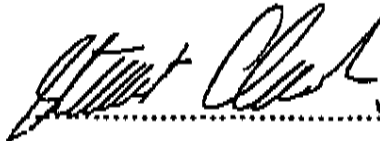
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- 3.3 Whitfords and District Cricket Club will no longer be required to pay the seasonal turf wicket hire rate. The season rate for Outdoor Team Sports - Grassed Areas, currently \$242 per team per season, will be implemented from the 2000/2001 summer season.
- 3.4 Whitfords and District Cricket Club will be granted the opportunity to become booking officers for the southern park at MacDonalds Park for each summer season. Any bookings undertaken by Whitfords and District Cricket Club must be done in accordance with Council's policies and without discrimination against any group. All revenue arising from any bookings undertaken by Whitfords and District Cricket Club will be regarded as a form of income for the Club.


16-6-01

Club President
Whitfords and District Cricket Club

.....
Chief Executive Officer
City of Joondalup

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Dated

2006

CITY OF JOONDALUP

and

WHITFORD & DISTRICTS SENIOR CRICKET CLUB INC

DEED OF SETTLEMENT

Woodhouse Legal

Solicitors and Legal Consultants

323 Rokeby Road

SUBIACO WA 6008

Telephone 9382 3000

Fax 9382 3011

JMW:2060441

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DEED OF SETTLEMENT

This Deed dated

2006

BETWEEN **CITY OF JOONDALUP** of Boas Avenue, Joondalup Western Australia 6027 (“the City”)

AND **WHITFORD & DISTRICTS SENIOR CRICKET CLUB INC.** of 57 Standish Way, Woodvale Western Australia 6026 (“the Club”).

RECITALS

- A. The City has adopted a standard amount of funding to be payable to cricket clubs for the maintenance by the clubs of turf cricket wickets used by the clubs within the District. The standard amount of funding payable for 2005/2006 is \$2,500 per centre wicket which, in the case of the Club, would total \$12,500 for its 5 centre wickets (“the Standard Amount”).
- B. A dispute has arisen between the City and the Club as to whether a concluded agreement was reached between them as to funding for the purpose referred to in Recital A and as to the amount of funding (“the Dispute”).
- C. The City and the Club have agreed to settle the Dispute on the terms and conditions set out in this Deed.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Deed, unless the contrary intention appears:

“**Dispute**” has the meaning given to it in Recital B;

“**District**” means the district of the City of Joondalup;

“**Standard Agreement**” means the agreement set out in Annexure 1;

“**Standard Amount**” has the meaning given to it in Recital A.

1.2 Interpretation

In this Deed, unless the contrary intention appears:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;
- (d) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Deed as amended from time

to time in accordance with the terms of this Deed;

- (e) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Deed;
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (g) use of the words “includes” or “including” means without limitation, unless the contrary intention appears;
- (h) a reference to any body is:
 - (i) if that body is replaced by another organisation, deemed to refer to that organisation; and
 - (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and
- (i) all dollar amounts specified in this Deed are in Australian dollars.

2. SETTLEMENT TERMS

2.1 Variation of standard agreement

- (1) The City and the Club agree to settle the Dispute on the basis that the City and the Club shall enter into an agreement in the form of the Standard Agreement except that:
 - (a) the amount of funding in the first year of the Term is to be \$20,000 and not the Standard Amount; and
 - (b) the amount of funding in the second and each subsequent year shall be reviewed by reference to changes in the Consumer Price Index.
- (2) The parties agree that the variations required to the Standard Agreement to give effect to subclause (1) are as follows:

- (a) clause 3.1 is to be deleted and the following new clause is to be substituted:

“3.1 (1) The City will contribute:

- (a) for the first year (2005/2006) an amount of \$20,000;
 - (b) for the second and each of the 3 subsequent years, the amount payable for the previous year reviewed in accordance with subclause (2),

to the Club to assist in the management, maintenance and preparation of the turf cricket wicket facilities at MacDonald Park, Padbury.

- (2) The amount shall be varied to an amount calculated by multiplying the amount payable for the previous year by a percentage equal to 100% plus the percentage movement, if any, in the Consumer Price Index between the quarter ending on 30

June in the previous financial year and the quarter ending on 30 June in the financial year before the previous financial year.

- (3) In subclause (1) “Consumer Price Index” means the Consumer Price Index (All Groups) for Perth as calculated and published by the Australian Bureau of Statistics or if the Australian Bureau of Statistics ceases to publish that index or alters the method of computation of that index then such other number as the City determines.”

2.2 Club’s acknowledgement

This Club acknowledges and agrees that, following the expiry or sooner termination of the agreement referred to in clause 2.1, any future agreement between the City and the Club relating to maintenance of the turf cricket wickets and associated funding will be on no more favourable terms than are offered, at that time, by the City to other cricket clubs.

3. RELEASES

3.1 Release by the Club

The Club releases the City from all claims whatsoever relating in any way to the Dispute.

3.2 Plea in bar by the City

The release in clause 3.1 may be pleaded in bar to any claim or proceeding brought by the City against the Club in relation to any matter the subject of the release, and in this regard the parties acknowledge that this clause shall enure for the benefit of City and the Club further covenants that it will make no claim or take any action contrary to that release.

4. ACTIONS ON BREACH

4.1 Consent to injunction

In the event of a breach by the Club or threatened breach of any clause of this Deed the City shall in addition to any other claim available to it (including damages) be entitled to apply for an injunction to prevent the threatened breach or further breach, as the case may be. In any such proceedings the Club shall consent and raise no objection to the grant of an injunction and shall not argue against the grant of an injunction on matters relating to the balance of convenience or otherwise.

5. PROPER LAW, JURISDICTION

5.1 Choice of law

This Deed is governed by and shall be construed in accordance with the laws of Western Australia.

5.2 Jurisdiction

- (a) (Entered into in Perth) This Deed is deemed to be entered into in Joondalup, in the State of Western Australia.
- (b) (Western Australian courts) Any action, suit or proceeding relating in any way to this Deed may be instituted, heard and determined in a court of competent jurisdiction in Perth.

- (c) (Submission to jurisdiction) Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.
- (d) (Waiver of objection) Each party irrevocably waives any objection which it may now or in the future have to the laying of venue of any action, suit or proceeding.
- (e) (Waiver of inconvenient forum claim) Each party irrevocably waives any claim that any such action, suit or proceedings brought in any such court is brought in any inconvenient forum.

6. GENERAL PROVISIONS

6.1 Successors

This Deed is binding on the parties and their respective successor and permitted assigns, and shall be enforceable against the parties or those successors and assigns.

6.2 Variations and waivers to be in writing

No variation, modification or waiver of any provision in this Deed, nor consent to any departure by any party from any such provision, shall be of any effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation, modification, waiver or consent shall be effective only to the extent to or for which it may be made or given.

6.3 Waiver

No failure, delay, relaxation or indulgence by any party in exercising any right conferred on such party by this Deed shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this Deed.

6.4 Further assurances

Each party to this Deed shall do all things and sign all deeds and other documents as may reasonably be required by the other parties so as to carry out and give effect to the terms and intentions of this Deed and to perfect, protect and preserve the rights of the other parties to this Deed.

6.5 Costs

Each party shall bear its own costs (including legal costs) of and incidental to the preparation, negotiation and signing of this Deed.

6.6 GST

If a supply is made under or in connection with this Deed which constitutes a taxable supply under the *A New Tax System (Goods and Services Tax) Act 1999*, upon the issue of a valid tax invoice by the supplier, the recipient will pay to the supplier any GST which is payable on that supply.

7. ENTIRE AGREEMENT

7.1 Entire Agreement

This Deed constitutes the entire agreement between the parties relating in any way to its subject matter.

7.2 No reliance on other warranties

Each party acknowledges that, in entering into this Deed, it has not relied on any warranty, representation or other promise of any nature not contained in this Deed.

DRAFT

Executed as a Deed.

SIGNED for and on behalf of **CITY OF**)
JOONDALUP)

Chief Executive Officer

THE COMMON SEAL of WHITFORD &)
DISTRICT SENIOR CRICKET CLUB INC was)
hereunto affixed by authority of the Board of the)
Management and in the presence of:)

ANNEXURE 1

DRAFT

2005/2006 - 2009/2010
AGREEMENT FOR THE MAINTENANCE OF TURF CRICKET WICKET
FACILITIES

BETWEEN: City of Joondalup (the "City")
PO Box 21
JOONDALUP WA 6919

OF THE FIRST PART

AND: Whitford & Districts Senior Cricket Club (the "Club")
57 Standish Way
WOODVALE WA 6026

OF THE SECOND PART

INTENT OF AGREEMENT:

In return for financial assistance from the City of Joondalup (City), the Club will undertake all responsibility for the management, maintenance and preparation of turf cricket wickets at MacDonald Park, Padbury from 1 October 2005 to 30 September 2010.

CONDITIONS OF THE AGREEMENT:

1.0 THE CLUB'S RESPONSIBILITIES

- 1.1 The Club will be responsible for the management, maintenance and preparation of the turf cricket wicket facilities at MacDonald Park, Padbury, in accordance with current standards as set by the West Australian Cricket Association, for all scheduled matches, special matches, practice matches and casual matches that may be booked and for all out-of-season works.
- 1.2 The Club will be responsible for reinstatement of the turf wicket to a safe standard as set by the West Australian Cricket Association, in the event of deterioration to such facilities.
- 1.3 The Club is required to book MacDonald Park through the City's Community Development Services business unit, as per the standard season booking procedures. All intended usage must be booked, including training, match play and where practical, any scheduled maintenance.
- 1.4 The Club will notify the City of all out of season maintenance planned at MacDonald Park prior to any works commencing.
- 1.5 The Club will be responsible for all costs incurred in purchasing and maintaining equipment and plant associated with the maintenance of the turf cricket wicket facilities.

- 1.6 The Club shall indemnify and keep indemnified the City (and make available where requested copies of current insurance certificates) against all claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the City may suffer or incur in connection with loss of life, personal injury or damage to property arising from, or out of, any occurrence in, upon, or at the turf cricket wicket facilities or the use by the Club of the turf cricket wicket facilities, or to any person or the property of any person using or entering or near any entrance to the turf cricket wicket facilities or occasioned (wheresoever it may occur) wholly or in part by an act, neglect, default or omission by the Club, its agents, contractors, servants, workmen, customers, members or any other persons using or upon the turf cricket wicket facilities with its consent or approval expressed or implied.
- 1.7 The City's name is to appear as an insured party on the club's current insurance certificate.
- 1.8 The Club must have a minimum \$10 million Public Liability Insurance policy, which should remain current throughout the full period of the agreement, and submit a copy of the policy to the City prior to the commencement of each season.
- 1.9 The Club will be responsible for the acquisition, payment and safe storage (in accordance with any statutory and hazchem requirements), including the provision of any additional storage areas, of all consumable materials required for maintenance of the turf cricket wicket facility, including, but not limited to the following:
 - Seed and turf grasses
 - Whiting/Paint
 - Clay
 - Pesticides/Herbicides (as approved by the City)
 - Fertiliser
 - Fuel and Oil
 - Minor Tools
 - Major Equipment

2.0 THE CITY'S RESPONSIBILITIES

- 2.1 The City will furnish and maintain the reticulation to the turf cricket wicket facilities. Access to the reticulation controller by the turf curator for specific watering cycles will be provided.
- 2.2 The City will be responsible for all works associated with the upkeep and preparation of the "broad acre" grass areas. The "broad acre" area is considered to be approximately 25 metres outside the wicket area. All maintenance of the turf area inside this 25 metre radius will be the responsibility of the Club.
- 2.3 Inspections of the turf cricket wicket facilities at the reserve shall be carried out by officers of the City and Club representatives at the commencement of each summer season during the month of September.

The City may make random inspections at other times deemed appropriate. The City will carry out these inspections. Parties to this agreement will be notified if the condition of the turf cricket wicket facilities is deemed unsafe for play. In the

event that the turf cricket wicket facilities are assessed as unsafe for play, the Club is responsible for all required work as specified under clause 1.1 and 1.2 of the Agreement.

- 2.4 The City may terminate the Agreement in the event of a failure by the Club to observe the conditions and responsibilities outlined in the agreement.
- 2.5 The City may cancel or restrict any access to MacDonald Park immediately, should the park be considered dangerous or inappropriate for use.
- 2.6 The City will review the operation of this Agreement and its procedures in May of each year. The review will be conducted in line with the conditions and responsibilities listed in the agreement.

3.0 FINANCIAL ARRANGEMENTS

- 3.1 The City will contribute \$12,500 per annum fixed for 5-years, subject to the annual review stated under clause 2.6, payable in October of each season, to the Whitford & Districts Senior Cricket Club to assist in the management, maintenance and preparation of the turf cricket wicket facilities at MacDonald Park, Padbury.
- 3.2 If the agreement is terminated for any reason, the Club must return all unspent funds to the City.
- 3.3 The Club will establish a separate bank account for the contribution to be deposited into and all expenditure to be applied against, with an annual audited financial statement submitted to the City.
- 3.4 The Club will be charged the standard Grassed Area - Low Maintenance hire rate per senior team, as per the City's Fees and Charges Schedule.
- 3.5 The Club is granted permission to enter in to a Usage Agreement with Joondalup Districts Cricket Club and/or Ocean Ridge Senior Cricket Club for use of the turf wicket area for training or match play only for a period no longer than the term of this agreement.
- 3.6 Revenue raised through Usage Agreements will be considered income to the Club. All Usage Agreements are to be made by the groups in question, as the City will not negotiate on behalf of any party.
- 3.7 The City will manage all bookings for use of the turf cricket wicket facilities, after a successful Usage Agreement has been reached. All Usage Agreements must be reached prior to the commencement of the booking.

4.0 CASUAL BOOKINGS

- 4.1 The City will manage all booking requests for the use of turf cricket wicket facilities at MacDonald Park, Padbury.
- 4.2 The City will consider booking requests from recognised cricket clubs and associations, schools participating in regional competitions and special groups.

- 4.3 Before a booking is confirmed, the City will contact the Club to ensure that preparation in good faith of the turf cricket wicket facility is possible within the given timeframes.
- 4.4 The City recognises that the most suitable days for the Club to prepare turf cricket wickets are Mondays, Tuesdays and weekends when games are not scheduled.
- 4.5 The Club will prepare the turf cricket wicket facility at MacDonald Park, Padbury in good faith and in accordance with current standards as set by the West Australian Cricket Association.
- 4.6 Ground hire fees will be paid to the City of Joondalup and levied in accordance with the City of Joondalup's Schedule of Fees and Changes.

5.0 CHANGES TO CLUB COMPETITION GRADES

- 5.1 The Club will inform the City immediately in the event that there are changes to the competition grades in which the club participates.
- 5.2 Should the grades in which the Club participates fall and hence the requirement for turf cricket facilities is no longer applicable, the City reserves the right to review the agreement. In the event it is determined by the City that the requirement for turf cricket facilities is no longer applicable, the City may terminate the agreement and request that all unspent funds, associated with this agreement, be returned to the City.

Whitford & Districts Senior Cricket Club

City of Joondalup

Name: _____

Name: _____

Position: _____

Position: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

DRAFT