



# **PARKS & RECREATION COMMITTEE MEETING**

## **AGENDA**

**2 DECEMBER 2014**

*Your attendance is required at a meeting of the Parks & Recreation Committee to be held in the Council Chambers, 232 Bolsover Street, Rockhampton on 2 December 2014 commencing at 9.00am for transaction of the enclosed business.*

A handwritten signature in black ink, appearing to be "C. R.", is positioned above the printed name of the Chief Executive Officer.

**CHIEF EXECUTIVE OFFICER**  
27 November 2014

Next Meeting Date: 03.02.15

**Please note:**

In accordance with the *Local Government Regulation 2012*, please be advised that all discussion held during the meeting is recorded for the purpose of verifying the minutes. This will include any discussion involving a Councillor, staff member or a member of the public.

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**1 OPENING**

**2 PRESENT**

Members Present:

Councillor C R Rutherford (Chairperson)  
Councillor A P Williams  
Councillor R A Swadling  
Councillor N K Fisher  
Councillor S J Schwarten

In Attendance:

Mr M Rowe – General Manager Community Services (Executive Officer)  
Mr E Pardon – Chief Executive Officer

**3 APOLOGIES AND LEAVE OF ABSENCE**

Mayor Strelow has tendered her apology and will not be in attendance.

**4 CONFIRMATION OF MINUTES**

Minutes of the Parks & Recreation Committee held 4 November 2014

**5 DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA**

## **6 BUSINESS OUTSTANDING**

### **6.1 BUSINESS OUTSTANDING TABLE FOR PARKS AND RECREATION COMMITTEE**

**File No:** 10097

**Attachments:** 1. Business Outstanding Table for Parks and Recreation Committee

**Responsible Officer:** Evan Pardon - Chief Executive Officer

**Author:** Evan Pardon - Chief Executive Officer

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#### **SUMMARY**

*The Business Outstanding table is used as a tool to monitor outstanding items resolved at previous Council or Committee Meetings. The current Business Outstanding table for the Parks and Recreation Committee is presented for Councillors information.*

#### **OFFICER'S RECOMMENDATION**

THAT the Business Outstanding Table for the Parks and Recreation Committee be received.

# **BUSINESS OUTSTANDING TABLE FOR PARKS AND RECREATION COMMITTEE**

## **Business Outstanding Table for Parks and Recreation Committee**

**Meeting Date: 2 December 2014**

**Attachment No: 1**

Meeting Date	Report Title	Resolution	Responsible Officer	Due Date	Comments
11 February 2014	Petition - Renaming Rockhampton's Northside Skate Park	1. THAT the petition requesting the Naming of a Council Facility be received and that a further report be presented to a future Parks and Recreation Committee meeting. 2. That a working group with 5 members of the Skate Park users group, with Councillors Williams, Rutherford, Fisher and council officers be formed.	Michael Rowe	18/02/2014	Re-naming on hold pending consultations with the family and discussions on Skate park extensions.
03 June 2014	Mt Archer Development Plan	THAT a structured project for the provision of integrated pedestrian and vehicular traffic at Mt Archer be developed.	Michael Rowe	10/06/2014	Charettes conducted on 3 & 13 November 2014. Consultation outcome Minutes circulated on 24.11.2014.

**7 PUBLIC FORUMS/DEPUTATIONS**

Nil

## **8 OFFICERS' REPORTS**

### **8.1 OCTOBER CAPITAL PROGRESS REPORT FOR PARKS AND RECREATION - FACILITIES MANAGEMENT UNIT**

**File No:** 1484

**Attachments:** 1. Facilities Capital Progress Report for October 2014

**Responsible Officer:** Cheryl Haughton - Manager Community Services  
Michael Rowe - General Manager Community Services

**Author:** Sharon Sommerville - Coordinator Facilities

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#### **SUMMARY**

*This report provides information on progress during October 2014 with Parks and Recreation capital projects being undertaken by the Communities and Facilities Section.*

#### **OFFICER'S RECOMMENDATION**

THAT the October Progress Report from the Communities and Facilities Section in relation to Parks and Recreation capital projects be received.

# **OCTOBER CAPITAL PROGRESS REPORT FOR PARKS AND RECREATION - FACILITIES MANAGEMENT UNIT**

## **Facilities Capital Progress Report for October 2014**

**Meeting Date: 2 December 2014**

**Attachment No: 1**

Adopted Budget	Asset No.	Asset Description	Actuals	Committals	Total Committals	% Complete	Comment
\$ 50,000	0943056	[R] Amenities Program Renew and Upgrade	\$ 403	\$ -	\$ 403		Working with parks to Scope
\$ 100,000	0943086	[U] Heritage Village Hydrant System-Upgrade	\$ -	\$ -	\$ -		On hold until FRW install ring main
\$ 75,000	1033806	[R] Rton Riverfront Promenade & Lookout	\$ -	\$ -	\$ -		Painting scoped and quoted, waiting on parks scope of works
\$ 30,000	1033807	[R] Ann Street Residence - defects	\$ 29,998	\$ -	\$ 29,998	100	Completed - Installation of new roof, new concrete path replacing trip hazards 9 x 4.8m and new front stair step stringers.
\$ 35,500	1033809	[R] Botanic Gardens - Garage & Wshop Site	\$ 16,938	\$ -	\$ 16,938	100	Completed - Installation of new roller doors to front of workshop, installation of new personal door and treating of rusted shed frame. More works will be scoped
\$ 32,000	1033810	[R] Botanic Gardens Kiosk Defect Rectification	\$ -	\$ 20,765	\$ 20,765	100	Work in progress - Scope includes repairs to termite damaged walls and an external repaint
\$ 59,500	1033842	[U] Botanic gardens - Amenities & Lunchroom	\$ 29,409	\$ -	\$ 29,409	100	All original works scoped are completed. Installation of new kitchen, new seamless floors, internal repaint, new vanities and repairs to windows. Now internal works are complete. More works will be scoped.
	1037916	[R] Upgrade Ski Gardens Amenities Block	\$ 12,918	\$ 809	\$ 13,727	100	Completed - Scope internal painting, lighting upgrade, solid plastering to external brickwork and removal and replace of asbestos roof.
	1037650	[R] Kershaw Gardens - Design and Replace	\$ 1,574	\$ -	\$ 1,574		Waiting on quotes to be returned. Design received.
<b>\$ 382,000</b>			<b>\$ 91,240</b>	<b>\$ 21,574</b>	<b>\$ 111,240</b>		

**8.2 COMMUNITY SERVICES CAPITAL WORKS MONTHLY REPORT - NOVEMBER 2014****File No:** 1464**Attachments:** 1. Community Services Capital Works - November 2014**Authorising Officer:** Michael Rowe - General Manager Community Services**Author:** Andrew Collins - Special Projects Officer

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**SUMMARY**

*Project summary report for Capital Projects currently being delivered by Community Services Department on behalf of the Parks and Open Spaces section.*

**OFFICER'S RECOMMENDATION**

THAT the Community Services Capital Works monthly report for November 2014 for Parks and Recreation be 'received'.

**COMMENTARY**

The attached is an update of projects currently being delivered for Committees information.

Full confidential Monthly Reports are produced by the Special Projects Officer for each project and are available on request.

# **COMMUNITY SERVICES CAPITAL WORKS MONTHLY REPORT - NOVEMBER 2014**

## **Community Services Capital Works - November 2014**

**Meeting Date: 2 December 2014**

**Attachment No: 1**

Project Title	2014/2015 Approved Budget	Total Committed Cost	Project Status	% Complete	Comment Period
Southside Memorial Pool Redevelopment	\$3,262,092	\$3,179,425  (cost of Wet Play concourse still to be committed)	Main part of the construction nearing completion	98%  (exc car park status)	<ul style="list-style-type: none"> <li>o New 25m pool now under defects liability</li> <li>o Amenities block – <ul style="list-style-type: none"> <li>o All complete PC granted 15 August 2014</li> </ul> </li> <li>o Café / Entry building <ul style="list-style-type: none"> <li>o Final stages of completion</li> </ul> </li> <li>o Wet Play Area <ul style="list-style-type: none"> <li>o Soft fall installation underway</li> </ul> </li> <li>o Dive Pool <ul style="list-style-type: none"> <li>o Tiling and painting completed</li> <li>o Access stairs fabrication off site</li> <li>o Concourse completed</li> </ul> </li> <li>o LTS pool <ul style="list-style-type: none"> <li>o Being commissioned</li> </ul> </li> </ul> <p>Site Works</p> <ul style="list-style-type: none"> <li>o Bus bay completed / pathway systems nearing completion/ Landscaping nearing completion</li> </ul> <p>A minor over run is expected to the budget due to additional costs associated with the Wet Play / Dive Pool and bad ground in the bus set down.</p>
Zoo Redevelopment – New Animal Enclosures	\$135,197	\$135,197	Project completed in defects	Otters 99%	<p>Crocs</p> <ul style="list-style-type: none"> <li>o New croc ponds reached practical completion on the 5 June 2014.</li> </ul> <p>Otters</p> <ul style="list-style-type: none"> <li>o Defects inspection / defect liability</li> </ul>
Kershaw Garden – Stage II upgrade	\$600,000	\$285,681	Construction	30%	<ul style="list-style-type: none"> <li>o BEAT engaged for masterplan 3d images late November</li> <li>o Master plan concepts delivered and discussed at PCG</li> <li>o BBQ ordered and in depot</li> <li>o Amenities ordered</li> <li>o Rising main being designed. Alignment across bridge to Charles Street</li> <li>o Power reticulation to commence Week 24 /11/14</li> <li>o Electronic playground platform completed</li> <li>o Electronic playground install commence Week 24 /11/14</li> </ul>

Cedric Archer Reserve - Development of town sport and recreation precinct	\$300,000		Scope development		<ul style="list-style-type: none"><li>o BEAT engaged for masterplan</li><li>o Scoping meeting held with PCG</li></ul>
Lighting Bridge	\$200,000	\$14,950	Design in progress	20%	<ul style="list-style-type: none"><li>o TMR have requested further information</li><li>o RRC have requested further clarification from consultant</li></ul>

**8.3 POST EVENT REPORT - 2014 SPRING GARDEN SPECTACULAR**

**File No:** 6560

**Attachments:**

1. Participation Data 2008 - 2014
2. Entry Form 2014
3. Sponsorship Summary

**Authorising Officer:** Margaret Barrett - Manager Parks  
Michael Rowe - General Manager Community Services

**Author:** Vincent Morrice - Coordinator Parks Recreation Services

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**SUMMARY**

*A garden competition has been run annually by Rockhampton Regional Council (RRC) since its formation in 2008 (and for many years prior to that by the Rockhampton City Council and others). The 2014 event was conducted as a collaboration between RRC and Livingstone Shire Council with joint and separate responsibility for various elements. This report provides an overview of the 2014 event along with some commentary from the post-event "de-brief" meeting conducted in early November.*

**OFFICER'S RECOMMENDATION**

THAT Council:

1. Receive the report;
2. Conduct the 2015 Spring Garden Spectacular as an event exclusively targeting residents of the Rockhampton Regional Council area; and
3. Seek sponsorship to conduct the event in 2015.

**COMMENTARY**

The 2014 event utilised the same ten (10) entry categories as 2013 although "zone" winners were removed from the awards this year. Over \$6,500 in prizes were offered. This year attracted 103 category entries from 38 unique addresses demonstrating a marked improvement on the previous year which achieved 54 category entries from 20 unique addresses.

The launch and awards ceremonies were held at respectively Riverside Park and Kershaw Gardens, with positive comments received for the use of both venues.

Judging was conducted across four days from Tuesday 9 September with the presentations taking place on Saturday 20 September. Judges for the event this year were Mrs Sylvia Johnson (Calliope) and Mr Michael Buckley (Biloela), who very generously donated their time and expertise.

A post-event meeting was held on 6 November 2014 with Councillors and Officers from each Council present and contributing to the discussion. The consensus was that overall the event was reasonably well conducted and supported although there were some shortcomings noted; primarily the challenges of a jointly conducted event and others from poor\miss-communication.

**BUDGET\FINANCIAL DATA**Summary of direct costs for 2014:

Advertising & Promotions:	\$7,175	
Catering, Equipment Hire,		}
Trophies & engraving.	\$1,695	
TOTAL EXPENSES:	\$8,870	
Contribution from Livingstone Shire Council		\$3,000

**CONCLUSION**

The 2014 Betascapes Spring Garden Spectacular provided the opportunity for residents of Rockhampton Regional Council and Livingstone Shire Council to showcase their gardens and afforded both Councils the opportunity to engage with their communities to promote a sense of pride in contributing to the liveability of the region.

# **POST EVENT REPORT - 2014 SPRING GARDEN SPECTACULAR**

## **Participation Data 2008 - 2014**

**Meeting Date: 2 December 2014**

**Attachment No: 1**

**STATISTICS: ANNUAL GARDEN COMPETITION****1. Addresses Entered / Year**

Year	Capricorn Coast and District	Gracemere and District	Mt Morgan and District	Rockhampton North	Rockhampton South	Total Addresses
2008	10	7	2	24	20	63
2009	10	5	4	18	10	47
2010	10	6	1	17	11	45
2011	6	10	0	16	13	45
2012	17	11	6	11	8	53
2013	8	5	4	2	1	20
2014	15	3	2	13	5	38

**2. Categories Entered / Year**

Year	Capricorn Coast and District	Gracemere and District	Mt Morgan and District	Rockhampton North	Rockhampton South	Total Category Entries
2008	19	12	4	37	40	112
2009	16	12	4	25	19	76
2010	15	8	1	26	22	72
2011	17	17	0	15	18	67
2012	20	16	9	16	10	71
2013	22	13	11	5	3	54
2014	32	8	10	41	12	103

## 3. Support for Categories / Year

## 2008

Category	Best Large Garden over 800m <sup>2</sup>	Best Small Garden under 800m <sup>2</sup>	Best New Garden under 5 years old	Best Fruit and Vegetable Garden	Best Water Efficient Garden	Best Corporate Garden	Best School Garden	Best Community Garden
No. Entries	18	20	19	13	18	11	10	5

## 2009

Category	Best Urban Garden over 1000m <sup>2</sup>	Best Urban Garden under 1000m <sup>2</sup>	Best Rural Garden	Best Fruit and Vegetable Garden	Best Water Efficient Garden	Best Corporate Garden	Best School Garden	Best Native Garden	Best Community Garden	Best Spring Garden
No. Entries	5	15	2	5	7	15	7	10	2	8

## 2010

Category	Best Urban Garden over 1000m <sup>2</sup>	Best Urban Garden under 1000m <sup>2</sup>	Best Rural Garden	Best Fruit and Vegetable Garden	Best Water Efficient Garden	Best Corporate Garden	Best School Garden	Best Native Garden	Best Spring Garden
No. Entries	9	16	1	2	8	10	8	6	12

## 2011

Category	Best Urban Garden over 1000m <sup>2</sup>	Best Urban Garden under 1000m <sup>2</sup>	Best Rural Garden	Best Fruit and Vegetable Garden	Best Water Efficient Garden	Best Corporate Garden	Best School Garden	Best Native Garden	Best Flood Recovery Garden	Best Seniors Garden
No. Entries	7	12	7	6	12	5	3	6	5	4

**2012**

Category	Best Urban Garden over 1000m <sup>2</sup>	Best Urban Garden under 1000m <sup>2</sup>	Best Rural Garden	Best Fruit and Vegetable Garden	Best Water Efficient Garden	Best Corporate Garden	Best School Garden	Best Native Garden	Best Spring Garden	Best Seniors Garden
No. Entries	12	6	8	6	5	8	4	4	6	12

**2013**

Category	Best Home Garden on Town Water	Best Home Garden NOT on Town Water	Best View from the Street	Best Food Garden	Best Lifestyle Garden	Best Corporate Garden	Best Young Gardener	Best Native Garden	Best Flower Garden	Best Seniors Garden
No. Entries	14	4	8	1	9	1	1	5	8	3

**2014**

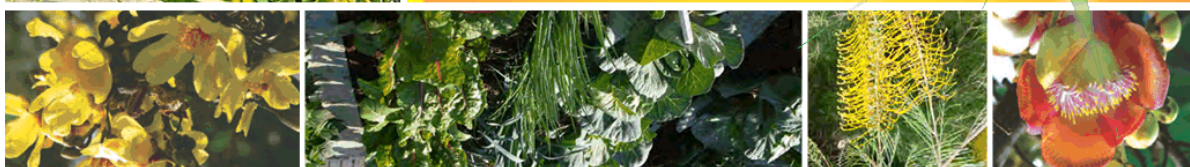
Category	Best Home Garden on Town Water	Best Home Garden NOT on Town Water	Best View from the Street	Best Food Garden	Best Lifestyle Garden	Best Corporate Garden	Best Young Gardener	Best Native Garden	Best Flower Garden	Best Seniors Garden
No. Entries	17	2	18	8	13	9	1	10	15	11

# **POST EVENT REPORT - 2014 SPRING GARDEN SPECTACULAR**

## **Entry Form 2014**

**Meeting Date: 2 December 2014**

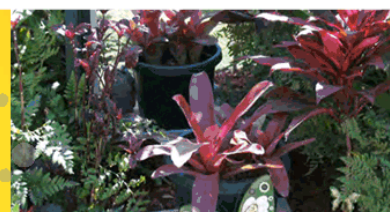
**Attachment No: 2**



# BETASCAPES

## 2014 Spring Garden Spectacular

Be the best in a category for your chance to win!

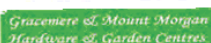


**Conditions:** You may nominate for as many categories of the Betascapes 2014 Spring Garden Spectacular as applicable to your garden. There will be only one prize per category across the Region. There will be one Grand Champion selected who will collect a further \$2000 in prize vouchers and one Reserve Champion prize winner who will collect a further \$1,000. The competition is open to all residents of the Rockhampton Regional and Livingstone Shire Council areas.

You can enter online or download the forms from Councils websites. [www.rockhamptonregion.qld.gov.au](http://www.rockhamptonregion.qld.gov.au) | [www.livingstone.qld.gov.au](http://www.livingstone.qld.gov.au)  
 Entries must be submitted by 4pm on Friday **5 September**, 2014. Entries may be dropped in to Rockhampton Regional and Livingstone Shire Council Customer Service Centres or posted to Rockhampton Regional Council, PO Box 1860, Rockhampton, QLD 4700.

Judging of the Betascapes 2014 Spring Garden Spectacular will be conducted between **8 & 12 September**. All judging decisions will be final. Judges reserve the right to grant encouragement awards. The award presentations will be held at 10am on Saturday 20 September 2014 at Kershaw Gardens, Rockhampton.

**Proudly Sponsored by:**



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 Hopkins Bros | Yarandoo Nursery | Rimrock Agencies Pty Ltd  
 Rockhampton Tropicals | Supercheap Auto | Oram's Nurseries



**Best Use of Native Plants**

Entries in this category must consist of a significant proportion of Australian native plants presented in a layout that both enhances and complements other plant varieties in the surrounding garden. The types of native plants used should demonstrate a low water requirement in their upkeep and should possess ecological qualities such as attracting birds and butterflies.

**Best Food Garden**

Home gardens entered in this category may be vegetable gardens, fruit gardens, culinary herb gardens, "bush tucker" gardens or gardens that are a combination of all of these. Gardens entered must contain a diverse selection of produce, and may be the traditional bed type of garden, a container garden, a patio garden or a hydroponic garden.

**Best Young Gardener/s**

Entry in the "Best Young Gardener" category is open to all young green thumbs up to the age of 16, either as individuals or as groups, who have a home gardening or school gardening project they are especially proud of. Entries in this category must predominately be the result of the work of the young gardener/s themselves.

**Best Corporate Garden**

Entry in this category is open to businesses, government and other corporate entities, training and tertiary education institutions, school grounds and community support organisations. Gardens entered in this category will have been created to beautify and compliment the facade and/or surrounds/grounds of the particular premises concerned.

**Best Home Garden on Town Water**

This category is open to home gardens that are connected to a reticulated town water supply, irrespective of allotment size. Gardens entered in this category should consist of an appealing blend of colour and texture provided by a variety of plants including shrubs, trees, climbers, groundcovers, annuals, ornamentals and lawn areas.

**Best Home Garden not on Town Water**

Irrespective of their allotment size, home gardens that are not connected to a reticulated town water supply may be entered in this category. These gardens should consist of an appealing blend of colour and texture provided by a variety of plants including shrubs, trees, climbers, groundcovers, annuals, ornamentals and lawn areas.

**Best Lifestyle Garden**

This category takes into account specialty feature garden areas that embrace a relaxed outdoor lifestyle and are closely associated with a living and/or leisure area. These may include bush and orchid houses, swimming pool surrounds, pergolas, and barbecue and outdoor entertaining areas that have all been tastefully complimented with a décor of living plants.

**Best View from the Street**

Entries in this category will be focused on "first impressions"; i.e. how "good" do your premises look from the street point of view? Entries are welcome from all areas of the community - private residences, businesses, government and other corporate entities, training and tertiary education institutions, schools and community support organizations.

**Best Senior's Garden**

This category is open to residents of a retirement or over 50's complex that have established and personally maintain their own small private garden at the villa or unit in which they reside. This includes pot gardens. Gardens entered in this category should compliment the surrounds of the villa or unit concerned.

**Tips for Entrants - Things a Garden Judge will look for:**

●Pleasing first impression – few (if any) weeds ●Good planning in layout and selection of plants ●Colour, continuity and variety  
●Paving, garden structures and furniture should compliment, not dominate ●Theme of the garden compliments the architectural style of the house ●Lack of diseases and plant malnutrition ●Compost bins should be screened off or be unobtrusive ●A tidy appearance all round – no washing hanging out, hoses and wheelie bins put away, pets cleaned up after.

**Nomination Form**

<b>Name:</b>
<b>Address:</b>
<b>Telephone Number:</b>
<b>Email Address:</b>

**Please tick the category/ies you wish to nominate for:**

<input type="checkbox"/> <b>Grand Champion</b>	\$2000	<input type="checkbox"/> <b>Best Home Garden on Town Water</b>	\$250
Sponsored by Betascapes Landscape Centre		Proudly sponsored by Fitzroy Nurseries Pty Ltd	
<input type="checkbox"/> <b>Reserve Champion</b>	\$1000	<input type="checkbox"/> <b>Best Home Garden not on Town Water</b>	\$250
Sponsored by Betascapes Landscape Centre		Proudly sponsored by Gracemere & Mt Morgan Hardware & Garden	
<input type="checkbox"/> <b>Best Use of Native Plants</b>	\$250	<input type="checkbox"/> <b>Best Lifestyle Garden</b>	\$250
Sponsored by Total Eden Sustainable Water Solutions		Proudly sponsored by Fitzroy River Water	
<input type="checkbox"/> <b>Best Food Garden</b>	\$250	<input type="checkbox"/> <b>Best Flower Garden</b>	\$250
Proudly sponsored by Finch's Mitre 10		Proudly sponsored by Tanby Garden Centre	
<input type="checkbox"/> <b>Best Young Gardener/s</b>	\$250	<input type="checkbox"/> <b>Best View from the Street</b>	\$250
Proudly sponsored by Fitzroy River Water		Proudly sponsored by Dowdens Pumping and Water Treatment (R'ton)	
<input type="checkbox"/> <b>Best Corporate Garden</b>	\$250	<input type="checkbox"/> <b>Best Senior's Garden</b>	\$250
Proudly sponsored by Gunna-Do (True Value) Hardware		Proudly sponsored by Fitzroy River Water	

**1 Prize per category | 1 Overall Grand Champion for the Region | 1 Reserve Champion for the Region**

**DON'T MISS YOUR CHANCE TO SHARE IN OVER \$5500 WORTH OF PRIZES AND VOUCHERS** (See overleaf for conditions of entry)

# **POST EVENT REPORT - 2014 SPRING GARDEN SPECTACULAR**

## **Sponsorship Summary**

**Meeting Date: 2 December 2014**

**Attachment No: 3**

**2014 Betascapes Spring Garden Spectacular - SPONSORS****Category Prizes**

<b>Name</b>	<b>Level of Sponsorship</b>
Betascapes Landscape Centre (Naming Rights Sponsor)	<ul style="list-style-type: none"> <li>• \$2,000 Grand Champion of competition</li> <li>• \$1,000 Reserve champion of competition</li> <li>• \$100 Runner-up in each category (\$100 x 10 = \$1,000) (\$4,000* Total)</li> </ul>
Total Eden Water Solutions	<ul style="list-style-type: none"> <li>• \$250* Winner, Best Use of Native Plants category</li> </ul>
Finch's Mitre 10	<ul style="list-style-type: none"> <li>• \$250* Winner, Best Food Garden category</li> </ul>
Fitzroy Nurseries	<ul style="list-style-type: none"> <li>• \$250* Winner, Best Young Gardener ,and</li> <li>• \$250* Best Home Garden on Town Water</li> </ul>
Gunna Do True Value Hardware	<ul style="list-style-type: none"> <li>• \$250* Winner, Best Corporate Garden category</li> </ul>
Gracemere & Mount Morgan Hardware & Garden	<ul style="list-style-type: none"> <li>• \$250* Winner, Best Home Garden NOT on Town Water</li> </ul>
Fitzroy River Water	<ul style="list-style-type: none"> <li>• \$250* Winner, Best Lifestyle Garden, and</li> <li>• \$250* Best Seniors Garden categories</li> </ul>
Tanby Garden Centre	<ul style="list-style-type: none"> <li>• \$250* Winner, Best Flower Garden category</li> </ul>
Dowden's Pumping & Water Treatment	<ul style="list-style-type: none"> <li>• \$250* Winner, Best View from the Street category</li> </ul>

\* Store gift vouchers only – no cash prizes

**Encouragement Awards for Best Non-winning Gardens**

Yarrandoo Nursery Rockhampton Tropicals Picko's Plants, Yeppoon Hopkins Bros	1 x \$75 voucher 1 x \$50 voucher 2 x \$50 vouchers 1 x \$50 voucher	Supercheap Auto Oram's Nurseries SGAP Rimrock Agencies	\$30 gardening goods 4 x \$30 vouchers book valued at \$75 Victa high pressure cleaner value \$289 + Masport charcoal barbecue value \$189
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## 9 STRATEGIC REPORTS

### 9.1 PARKS AND OPEN SPACE MONTHLY REPORT - OCTOBER 2014

**File No:** 1464

**Attachments:** 1. Operations Report - Parks & Open Space - October 2014

**Authorising Officer:** Michael Rowe - General Manager Community Services

**Author:** Margaret Barrett - Manager Parks

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#### SUMMARY

*This report provides information on the activities and services of Parks and Open Space unit for the month of October 2014.*

#### OFFICER'S RECOMMENDATION

THAT the report on the activities and services of Parks and Open Space Unit for October 2014 be received.

#### COMMENTARY

The Parks and Open Space Unit is responsible for the following areas:

1. Park Recreation Services
  - Kershaw Gardens
  - Rockhampton Botanic Gardens
  - Rockhampton Zoo
  - Cemeteries
  - Sport and Recreation
    - Sport and Education Services
    - Swimming Pools
2. Park Operations

The attached report contains information on the activities and services of these areas for October 2014.

# **PARKS AND OPEN SPACE MONTHLY REPORT - OCTOBER 2014**

## **Operations Report - Parks & Open Space - October 2014**

**Meeting Date: 2 December 2014**

**Attachment No: 1**

**MONTHLY OPERATIONS REPORT**  
**PARKS AND OPEN SPACE SECTION**  
**Period Ended 31 October 2014**

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**VARIATIONS, ISSUES AND INNOVATIONS**

***Innovations***

***Improvements / Deterioration in Levels of Services or Cost Drivers***

Nil

## LINKAGES TO OPERATIONAL PLAN

1. COMPLIANCE WITH CUSTOMER SERVICE REQUESTS

The response times for completing the predominant customer requests in the reporting period for Parks are as below:

	Balance B/F	Completed In Current Mth	Current Month NEW Requests		TOTAL INCOMPLETE REQUESTS BALANCE	Work Orders Issued	Under Long Term Investigation	Avg W/O Issue Time (days) 12 months	Completion Standard (days)	Avg Completion Time (days) Current Mth	Avg Completion Time (days) 6 Months	Avg Completion Time (days) 12 Months	Avg Duration (days) 12 Months (complete and
			Received	Completed									
Cemeteries - Complaint	0	0	1	1	0	0	0	0.00	8	<div></div> 0.00	<div></div> 2.33	<div></div> 2.08	0.90
Cemeteries - General Enquiry	1	1	1	1	0	0	0	0.00	2	<div></div> 5.00	<div></div> 1.54	<div></div> 1.57	0.81
Sport & Recreation - General Enquiry	1	1	1	1	0	0	0	199.99	10	<div></div> 8.00	<div></div> 2.20	<div></div> 9.45	2.61
Parks Booking - Request	0	0	7	6	1	0	0	0.00	5	<div></div> 5.50	<div></div> 3.18	<div></div> 5.45	0.51
Tree and Stump Removal - Request	52	41	57	17	51	0	0	45.90	50	<div></div> 5.35	<div></div> 15.82	<div></div> 17.41	14.92
Parks General - Request	26	16	94	78	26	4	0	40.26	10	<div></div> 5.07	<div></div> 8.32	<div></div> 8.72	7.02
Tree Trimming - Request	29	23	109	71	44	0	0	69.76	40	<div></div> 2.13	<div></div> 7.91	<div></div> 10.69	8.75
Swimming Pools - General Enquiry	0	0	0	0	0	0	0	0.00	10	<div></div> 0.00	<div></div> 0.00	<div></div> 1.00	1.00

Over the Counter transactions (not included in above table)

CEMETERIES TELEPHONE AND COUNTER ENQUIRES FOR OCTOBER 2014								
QUERY	TELEPHONE				COUNTER			
	>5 MINS	5-15 MINS	15-30 MIN	30+ MINS	>5 MINS	5-15 MINS	15- 30 MIN	30+ MINS
Plaques/Memorials	65	13	4	0	6	17	6	1
Family History	28	8	1	0	0	1	0	2
Complaints	1	1	0	0	1	0	0	0
Funeral/Services	56	6		0	0	0	7	0
Other/Operational	58	7	0	0	1	0	0	0
<b>TOTAL CALLS/ SERVICE</b>	208	35	5	0	8	18	13	3

## **2. COMPLIANCE WITH STATUTORY AND REGULATORY REQUIREMENTS INCLUDING SAFETY, RISK AND OTHER LEGISLATIVE MATTERS**

### ***Safety Statistics***

The safety statistics for the reporting period are:

	SECOND QUARTER		
	Oct	Nov	Dec
<b>Number of Lost Time Injuries</b>	0		
<b>Number of Days Lost Due to Injury</b>	22		
<b>Total Number of Incidents Reported</b>	3		
<b>Number of Incomplete Hazard Inspections</b>	0		

### ***Risk Management Summary***

Potential Risk	Current Risk Rating	Future Control & Risk Treatment Plans	Due Date	% Completed	Comments
Animal housing at the Zoo does not meet the required standard (inclusive of; animal husbandry, record keeping, staffing & asset renewal) resulting in: Loss of zoo licences / closure of facility; Injury or death to an animal; Negative public perception; Staff turnover; Injury or death to zookeepers.	Moderate 6	1. Documented procedures rolling review. 2. Develop, implement, and annually review development plan (linkage to budget required) to upgrade exhibitions and achieve implementation of the approved/ ultimate zoo master plan. 3. Staff to monitor and contribute to review/formation of industry guidelines standards.	30/06/14	10	<i>Procedure Manual</i> review/ update is continuing.  Budget approval for further construction deferred to 2016-17  On-going
1. UniCEM (cemetery business system) no longer supported. Vendor advised RRC of cessation of business July 2012. 2. Critical/ vital records not kept in appropriate storage conditions. 3. Poor/ unreliable network connections.	Moderate 5	Seek funds through budget to purchase, install and transfer data to new/ alternative database for storage and management of cemetery records.	30/11/14	50	IT Services managing delivery.  Current network connection best available option for site at present time.

Potential Risk	Current Risk Rating	Future Control & Risk Treatment Plans	Due Date	% Completed	Comments
Lack of a holistic fire mitigation plan for the region detailing responsibilities within Council.	High 4	Manager Parks to finalise development and implementation of a regional fire mitigation strategy in collaboration with state government agencies and property owners.	31/12/14	30	Regional strategy development underway
Tree fails resulting in: injury/death; damage to property; damage to Council's reputation; negative financial impact.	Low 7	1. Review, update and submit Street and Parks Tree Master Plan for approval to implement. 2. Programmed maintenance works to be implemented to full capacity. 3. Ergon Service Level Agreement is to be in place and implemented.	31/12/15	60	Policy review/ update commenced  Programs drafted, implementation commenced; to be monitored.
Loss of significant/ historic/ iconic botanical collections resulting in negative publicity and loss of: reputation; region's "green" status; iconic material; and research opportunities.	Moderate 6	1. Review, update and implement existing land & conservation management & succession plans. 2. Complete the identification of the current collection as part of the succession plan.	Being revised	40	Nearing completion of Botanical Collection Management Strategy for Botanic Gardens.  GPS still to be completed for some plantings plus indexing of all.
Inadequate/ inappropriate open space does not meet the community's requirements/ expectations resulting in lack of: standardised infrastructure charges; consistency and quality of the asset including land; lack of benchmark for Council/ developer Standards; unwanted contributed assets; leading to reputational damage; social problems and; financial impacts.	Moderate 5	1. Develop & implement a Parks Infrastructure Strategy for conditioning of new development. 2. Develop a local parks contribution policy. 3. Complete & implement Landscape Guidelines (as part of CMDG). 4. Open Space Strategy to be reviewed and implemented (inc service levels).	31/12/16	70	

**Legislative Compliance & Standards**

Legislative Compliance Matter	Due Date	% Completed	Comments
BioSecurity Qld (Zoo) Three year license renewed in 2013 Self-audit and reporting	May 2016 As required	Current	
Births, Deaths & Marriages (Cemeteries) Burials reporting	Within 7 days of burial	100%	
Heritage Act (Various sites) General exemption certificate applications <ul style="list-style-type: none"> <li>Applications lodged</li> <li>Applications approved</li> <li>Applications pending</li> </ul>	Approved – Mount Morgan Cemetery 'Lost Graves' Memorial Wall (near shelter)		

The Exhibited Animals Bill was tabled in State Parliament on 14 October for its First Reading. If passed into law this will impact the Zoo ....

### **3. ACHIEVEMENT OF CAPITAL PROJECTS WITHIN ADOPTED BUDGET AND APPROVED TIMEFRAME**

Detailed project scoping, estimating and procurement proceeding as appropriate.  
The following abbreviations have been used within the table below:

WIP	Work in progress
NYC	Not yet commenced
PC	Practical Completion

Project	Start Date	Expected Completion Date	Status	Budget Estimate	YTD actual (inc committals)
<b>PARKS CAPITAL WORKS PROGRAM</b>					
Playground Shade Construction – No 7 Dam, Mt Morgan	July 2014	October 2014	PC	100,000 130,000	131,061
Comment: Installation completed.					
Enhancement Program for (new) Local Parks			WIP	88,000	
Comment: Works scoped with Divisional Councillor, estimates being revised and quotes sought.					
Irrigation Renewal Program	September 2014		WIP	80,000	74,753
Comment: Practical completion at Saleyards Park achieved. The facility remains closed to the public. Works delivered in conjunction with sportsfield works at this site					
Riverside Parks - upgrade			NYC	75,000	

Project	Start Date	Expected Completion Date	Status	Budget Estimate	YTD actual (inc committals)
Comment:					
Cedric Archer Reserve -			WIP	432,668	4,500
Comment: Councillors' visit to site has confirmed approximate location for playground. Landscape concept received.					
Kershaw Gardens Still upgrade			WIP	600,000	286,485
Comment:					
Drain Repair – Southside Cemetery			PC	95,000	68,320
Comment: Practical completion achieved on agreed program of works. Upstream rectification being scoped for remaining budget.					
Upgrade Sportsfield surfaces	September 2014		WIP	130,000	63,319
Comment: Practical completion at Saleyards Park achieved. The facility remains closed to the public.					
Rockhampton Botanic Gardens – pathways			WIP	305,000	4,192
Comment: Priority areas for rectification – Edgar Walk, in vicinity of Kiosk and maintenance path to the Japanese Garden. Survey work underway, with detail design in new calendar year.					
Animal Enclosures – Zoo	July 2014	Nov 2014	WIP	135,197	132,393
Comment:					
Plant & Equipment - Parks			WIP	76,000	
Comment: Orders placed with Fleet Services. Partially complete with mower trailer delivered and in use.					
Yeppen Roundabout Landscape Renewal			PC	20,505	5,590
Comment: Power supply issue to lighting remains to be resolved.					
Div 10 PCYC SkatePark Improvements			WIP	10,000	
Comment: Works scheduled for commencement in February (avoiding closing the skate park through the school holidays)					
Div 8 PCYC seating, graffiti			WIP	10,000	
Comment: Works scheduled for commencement in February (avoiding closing the skate park through the school holidays)					

#### 4. ACHIEVEMENT OF OPERATIONAL PROJECTS WITHIN ADOPTED BUDGET AND APPROVED TIMEFRAME

Project	Revised Budget	Actual (incl. committals)	% budget committed	Explanation
Yaamba Road median restoration	\$ 65,747	\$ 51,589	78	Works complete
Town Hall Landscape				Heritage works certificate received, works commenced
Regional Fire Management Strategy	\$ 30,000	\$ 29,780	99	Draft reports received and comments made
Australian White Ibis control – Botanic Gardens	\$ 30,000	\$ 34,980	117	Ecosure fortnightly nest removal continuing.
Policy Reviews:				
• Street Tree Policy	Current version being reviewed and overall scope for revised policy drafted			
• Naming of Parks	Current version being reviewed			
• Fitzroy River rowing course install and removal	Current version being reviewed, revisions will be informed by recent experiences			

#### Memorial Gardens

SANDS Queensland (miscarriage, stillbirth & newborn death support) designated October for their remembrance day. Rockhampton's representatives chose 8 October for their memorial service at the Memorial Gardens. Families were given the opportunity to place butterflies with loved ones names and notes if they desired around the memorial, release balloons and participate in the service with refreshment afterwards. Comments were that several families participated and organisers were pleased with event.



*Memorial after service at Memorial Gardens*

Cemeteries Supervisor had discussions with the Central Queensland Family History Association. These discussions involved information sharing and continued liaison in the future. A USB with photos of the South and North Rockhampton Cemetery headstones was also purchased from this organisation for future cross referencing purposes.

North Rockhampton Cemetery

Family research has identified that there are several grave sites in North Rockhampton Cemetery that cannot be located. To assist families memorialise their family members in these cases, a Memorialisation wall has been erected near the entrance to the Cemetery for this purpose.

Gracemere Cemetery

Some tree maintenance has been carried out due to diseased or stunted trees. The dirt loading ramp has been spread to try and level the area behind the back hedge and some low areas in the current lawn section.

South Rockhampton Cemetery

The installation of the drain upgrade/diversion has been completed by Infrastructure. This should divert any future heavy water flows away from the headstones located in the lower areas adjacent the drain.

Australian War Graves (OAWG) has recently replaced two Commissioned Headstone (CHS) that were originally removed when their names were placed on the State War Memorial. An OAWG project leading up to the anniversary of the First World War sought to locate (if possible) and reinstate CHS on their original grave sites. Sapper F.C. Miller and Driver E.H. Stevens were two identified in the South Rockhampton Cemetery.



*Site of Sapper F.C. Miller before and after*



*Site of Driver E.H. Stevens before and after*

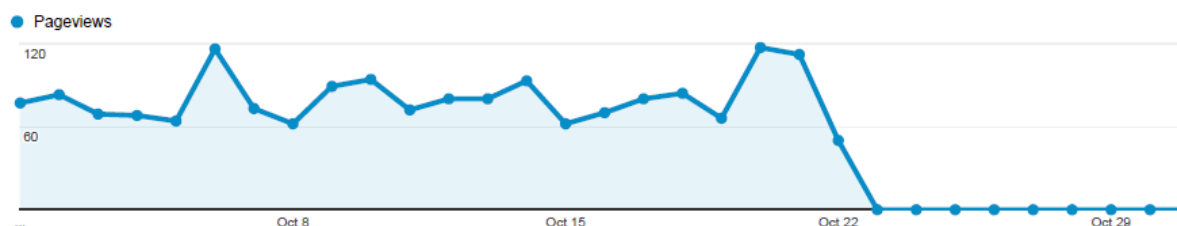
### Mount Morgan

Plans are underway to install the Memorial Wall similar to that installed at North Rockhampton. An Exemption Certificate has been approved.

### Administration

Cemeteries Administration has been working with Marketing and Communications to update the Cemeteries Web page. This was completed mid-October and The Cemeteries have a new look site.

During the month of October there were 1761 page views from 646 unique views. This averages to 2.7 views per hit. Flat line at end of month could indicate when changes were made to our site.



### Tenure Renewal

Currently Council is following up on 38 outstanding tenure renewals. Of those 38:

- 61% - Council requires information from the Lessee/ Licensee/ Permittee (e.g. paperwork, signed agreements etc)
- 39% - Awaiting action from Council (e.g. survey plans, preparation of Agreements, review of documentation etc)

### 2015 Sports and Health Expo

- Date - 22 February 2015
- Venue – Rockhampton Showgrounds
- Site holder registrations sent to organisations
- Marketing collateral being finalised
- Confirmed Sponsors:
  - Naming Rights: CQ Health (Central Queensland Hospital and Health Service, Queensland Government)
  - Major:
    - FM Studios – provision of marketing collateral associated with the expo
    - Channel Seven – provision of television advertising
    - Southern Cross Austereo – provision of radio Advertising
  - Event:
    - Get Logo'd
    - Stanwell Corporation
    - Australian Sports Nutrition
  - Other:
    - Good Life Health Club – Stage Sponsor
    - Pimp My Party – Amusement Ride Sponsor

## **5. DELIVERY OF SERVICES AND ACTIVITIES IN ACCORDANCE WITH COUNCIL'S ADOPTED SERVICE LEVELS**

These service levels are not formally adopted but are operational standards to show overall progress across the Parks section.

Service Delivery Standard	Target	Current Performance
Pool Operator reporting (Rec'd by 7 <sup>th</sup> of Month)	On-time	Achieved
Tenure Renewals – Resolved	3/mth	13 (FYTD)

Progressive Measures / Indicators	Previous Period	Current Period
Pool Patronage (previous period is same month last year)	13,158	14,391
Burials (previous period is same month last year)	12	15
Ashes Interments (previous period is same month last year)	6	5
Chapel/ other Services (previous period is same month last year)	5	6
Zoo guided tours – School/ outside school care/ other (previous period is previous month)	4	2

Progressive Measures / Indicators	Previous Period	Current Period
Volunteer Participation – Memorial Gardens (previous period is previous month)	78 hrs	31 hrs

## FINANCIAL MATTERS

As at period ended 31 October 2014 – 33.3% of year elapsed.

	Adopted Budget \$	Adopted Budget (Pro Rata YTD) \$	YTD Actual \$	YTD Commit + Actual \$	Variance %	On target 33.3% of Year Gone
<b>PARKS</b>						
<b>Parks Administration</b>						
1 - Revenues	(83,500)	(27,833)	(24,800)	(24,800)	30%	✗
2 - Expenses	3,734,408	1,244,803	1,096,808	1,115,801	29%	✓
3 - Transfer / Overhead Allocation	82,290	27,430	15,517	15,517	19%	✓
<b>Total Unit: Parks Administration</b>	<b>3,733,198</b>	<b>1,244,399</b>	<b>1,087,525</b>	<b>1,106,517</b>	<b>29%</b>	✓
<b>Parks Recreation Services</b>						
1 - Revenues	(507,316)	(169,105)	(203,114)	(202,914)	40%	✓
2 - Expenses	3,269,812	1,089,937	1,440,943	2,579,799	44%	✗
3 - Transfer / Overhead Allocation	266,344	88,781	123,080	123,080	46%	✗
<b>Total Unit: Parks Recreation Services</b>	<b>3,028,840</b>	<b>1,009,613</b>	<b>1,360,909</b>	<b>2,499,965</b>	<b>46%</b>	✗
<b>Parks Operations</b>						
1 - Revenues	(54,000)	(18,000)	(24,344)	(24,344)	45%	✓
2 - Expenses	8,440,845	2,813,615	2,118,720	2,405,919	25%	✓
3 - Transfer / Overhead Allocation	1,829,925	609,975	521,680	521,680	29%	✓
<b>Total Unit: Parks Operations</b>	<b>10,216,770</b>	<b>3,405,590</b>	<b>2,616,056</b>	<b>2,903,254</b>	<b>26%</b>	✓
<b>Grand Total:</b>	<b>16,978,808</b>	<b>5,659,603</b>	<b>5,064,490</b>	<b>6,509,736</b>	<b>30%</b>	✓

**9.2 OPERATION AGREEMENT FOR ROCKHAMPTON REGIONAL TENNIS CENTRE  
(TENNIS ROCKHAMPTON LIMITED)**

**File No:** 1464

**Attachments:** 1. Operation Agreement for Rockhampton  
Regional Tennis Centre

**Authorising Officer:** Margaret Barrett - Manager Parks  
Michael Rowe - General Manager Community Services

**Author:** Sophia Czarkowski - Sports & Education Officer

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**SUMMARY**

*Information on Operation Agreement for Rockhampton Regional Tennis Centre with Tennis Rockhampton Limited.*

**OFFICER'S RECOMMENDATION**

THAT the report on the Operation Agreement for Rockhampton Regional Tennis Centre with Tennis Rockhampton Limited be received.

**COMMENTARY**

Council was one of five successful applicants to share in \$10million provided by both the State Government and Tennis Queensland to fund the redevelopment of the tennis facilities at Victoria Park, with works completed and opened in 2010.

Part of the funding requirements of the project required Council to appoint a suitably qualified Facility Operator to manage the operations of the completed tennis facility. In December 2010 following a tender process, Council appointed Tennis Rockhampton Limited as the Facility Operator for the Rockhampton Regional Tennis Centre.

**CONCLUSION**

The attached Operation Agreement for the Rockhampton Regional Tennis Centre, Victoria Park is presented for the information of Committee.

**OPERATION AGREEMENT FOR  
ROCKHAMPTON REGIONAL TENNIS  
CENTRE (TENNIS ROCKHAMPTON  
LIMITED)**

**Operation Agreement for Rockhampton  
Regional Tennis Centre**

**Meeting Date: 2 December 2014**

**Attachment No: 1**

BETWEEN

**ROCKHAMPTON REGIONAL COUNCIL**

AND

**TENNIS ROCKHAMPTON LIMITED ACN 146 090 691**

**OPERATION AGREEMENT  
FOR THE  
ROCKHAMPTON REGIONAL TENNIS  
CENTRE**

DRAFT\_2100778 Operation Agreement-v5 - Tennis as at September 2014

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THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**1. PARTIES**

**BETWEEN:** Rockhampton Regional Council of City Hall, Bolsover Street, Rockhampton in the State of Queensland

**AND:** Tennis Rockhampton Limited ACN 146 090 691 of 1 Lion Creek Road Wandal QLD 4700

**2. RECITALS**

- 2.1 The Land comprises of a reserve for sport and recreation published in Government Gazette on 5 August 1933 at page 287. The Land is under the control of Council as trustee.
- 2.2 Council and the Operator have agreed to enter into a Lease of the Premises.
- 2.3 Council appoints the Operator to manage, control, regulate and maintain the Premises and do all that is necessary to provide the said services in an efficient manner.
- 2.4 The parties have agreed to enter into this Agreement to express their respective rights and liabilities in relation to the management of the Premises during the time this Agreement shall continue in force.

**3. DEFINITIONS**

- 3.1 In this Agreement unless the context otherwise requires or the contrary intention appears, the following terms have the meanings assigned to them:

"**Agreed Annual Schedule**" means the schedule agreed under clause 28.4 from time to time or if no agreement is reached under clause 28.4, the schedule determined under clause 39 for the relevant calendar year.

"**Agreement**" means this document and any Annexure or Schedule to this document.

"**Base Fee**" means in respect of a Operation Year, the amount set opposite the relevant Operation Year in clause 43.2 under the column headed 'Base Fee'.

"**Clubhouse**" means the clubhouse situated on the Premises.

"**Commencement Date**" means 1 April 2011.

"**Core Hours**" means Sunday to Thursday 6:00am and 10:30pm and Friday to Saturday 6:00am to 12:00am (midnight)

"**Council**" means Rockhampton Regional Council.

"**Court Hire Revenue**" means all money and the value in money of things other than money received or receivable for the hire or use of the Facility's tennis courts by the Operator and any sublessee, licensee, franchisee or concessionaire, but Court Hire Revenue does not include:

- (a) the net amount of discounts reasonably and properly allowed to customers in the normal course of business or usual course of business; or
- (b) amounts of uncollected credit accounts written off by the Operator;
- (c) cash or credit refunds allowed on sales that have previously been included as Court Hire Revenue if the hire is cancelled;
- (d) fees for services refunded in whole or part if the fees have previously been included as Court Hire Revenue;
- (e) taxes, including GST, imposed on the cost of hire at the point of hire;
- (f) the amount of any service, finance or interest charges payable to any financier in connection with the provision of credit to customers.

No deductions shall be made from the Court Hire Revenue on account of any fees, charges or commissions payable on credit or gift vouchers for the hire of the tennis courts.

**"Council's Property"** means any property on the Premises owned by Council.

**"Expiry Date"** means 31 December 2020.

**"Facility"** means the tennis facility and associated facilities located on the Premises including:

- (a) 24 tennis courts (consisting of 19 redeveloped International Tennis Federation Standard courts and the southern bank of 5 existing courts);
- (b) Clubhouse;
- (c) Kiosk;
- (d) Rod Laver Hall and associated structures;
- (e) car park and associated entry/exit roadways.

**"Fees and Charges Schedule"** means the fees and charges schedule pertaining to entry and use of the Premises as approved by Council from time to time under clause 44.

**"First Operation Year"** means the period commencing on the Commencement Date and expiring on the following 31 December or on earlier termination of this Agreement.

**"Function Areas"** means RLH and function areas located in the Clubhouse.

**"Hours of Operation"** means the hours the Premises are open to persons of the general public as agreed between the Operator and Council, failing agreement, by Council.

**"ITF"** means International Tennis Federation.

**"Key Performance Indicators"** or **"KPIs"** mean the indicators listed in Annexure 1 (as may be changed by agreement of the parties) for the purposes of clause 33.

**"Kiosk"** means the part of the Premises nominated by Council for use as a kiosk.

**"Land"** means Lot 37 on SP 220201 and Lot 39 on SP 227141 County Livingstone Parish Rockhampton Title Reference 49006753.

**"Last Operation Year"** means the period commencing on 1 January immediately before the Expiry Date or the earlier termination of this Agreement and expiring on the Expiry Date or on earlier termination of this Agreement.

**"Licensed Area"** means the part of the Premises authorised by the Office of Liquor Gaming and Revenue for the sale and consumption of alcohol.

**"Lease"** means the lease between Council and the Operator relating to the Land.

**"Major Events"** means any event proposed by TQ, TA or Council to be held at the facility which requires complete possession of all areas of the facility and is expected to attract a minimum of 2,000 patrons and/or competitors per day

**"Minor Event"** means an event proposed by TQ, TA or Council to be held for the hire of any or all of the Plexipave courts (and the southern courts) and is expected to attract up to 1,000 patrons and/or competitors per day, including:

- (a) Rod Laver Age Championships;
- (b) the State Age Championships;
- (c) the Queensland Primary & Secondary School Championships;
- (d) the Queensland Junior Teams Carnival;
- (e) the Winter Nationals Age Championships;
- (f) a Queensland Junior Masters Series Event and the Series Final;
- (g) a Dunlop Junior Circuit Event and the Circuit Final;
- (h) the Queensland Wheelchair Open; and
- (i) the Queensland Open.

**"NA"** means the National Academy with Tennis Australia.

**"NA Coaching Activities"** means any activity requiring use of all or part of the courts located on the Premises, all or parts of the RLH, all or parts of the Clubhouse by TA or TQ for activities held under NA or TQ sanction.

**"Operation Fee"** means the Base Fee and Percentage Fee payable for the relevant Operation Year.

**"Operation Year"** means the period commencing 1 January to the immediately following 31 December.

**"Operator"** means Tennis Rockhampton Limited ACN 146 090 691.

**"Operator's Business"** means the business carried on from the Premises.

**"Operator's Agents"** means the Operator's employees, servants, agents, invitees and licensees.

**"Operator's Representative"** means any person appointed by the Operator in accordance with clause 35.1 or, where no person is appointed, the Operator.

**"Percentage Fee"** means in respect of a relevant Operation Year, the amount calculated in accordance with the procedure set opposite the relevant Operation Year in clause 43.2 under the column headed 'Percentage Fee'.

**"Permitted Use"** means the use of the Facility in accordance with the terms of this Agreement.

**"Premises"** means Lease A on SP 227141.

**"Proposed Events Schedule"** means the schedule maintained by the Operator under clause 36.2.

**"Quarter"** means the same 3 month periods used by the Australian Government Statistician for the compilation and use of the Consumer Price Index.

**"Resident Tennis Club Usage Schedule"** means the Usage Schedule contained in Annexure 2 and as amended from time to time in accordance with clause 27.

**"Resident Tennis Clubs"** means a Tennis Queensland affiliated club or association who utilise Rockhampton Regional Tennis Centre as their 'home' facility for the conduct of fixtures, tournaments and social play. For the purposes of this document Rockhampton Tennis Association Inc and Rockhampton Junior Tennis Association Inc.

**"RLH"** means the hall situated on the Premises known as 'Rod Laver Hall' and associated amenities building.

**"RTFP"** means Regional Tennis Facilities Program.

**"RTFP Reporting Document"** means the document in the form contained in Annexure 3.

**"SDS"** means a safety data sheet (formerly MSDS).

**"Services"** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air-conditioning, hydraulic, elevator and security services and all other utilities, services or systems provided in the Premises.

**"Significant Event"** means an event proposed by TQ, TA or Council to be held at the facility which requires complete possession of some or all areas of the facility and is expected to attract up to 2,000 patrons and/or competitors per day, including:

- (a) any Australian Open Wildcard Playoffs secured by the venue;
- (b) any significant tennis events secured for the venue, such as Australian Pro Circuit Events, Australian Money Tournaments, Exhibition Matches or ITF Junior Events; and
- (c) any other Significant Event (whether tennis related or otherwise) to be held at this venue.

**"Surrender of Lease"** means the surrender of Lease referred to in clause 50.

**"TA"** means Tennis Australia.

"Term" means the period determined under clause 5.

"the State" means the Queensland Government acting through Sport and Recreation Services, Department of Communities.

"TQ" means Tennis Queensland.

#### **4. INTERPRETATION**

4.1 In this Agreement, except to the extent the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) a reference to a party is to be construed as a reference to a party to this Agreement;
- (c) a reference to a party to this Agreement or any other document or agreement includes its successors and permitted assigns;
- (d) a reference to an item in a clause, schedule, annexure or appendix is a reference to an item in a clause of or schedule, annexure or appendix to this Agreement and references to this Agreement include its schedules and any annexures;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (f) a reference to a document or agreement including this Agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (g) in the interpretation of this Agreement, headings are to be disregarded;
- (h) in the construction and interpretation of this Agreement, no rule of construction or interpretation applies to Council's disadvantage or to the Operator's advantage on the basis that Council prepared or caused this Agreement to be prepared on its behalf;
- (i) wherever the words 'include', 'included' or 'including' are used in this Agreement, those words will be interpreted in all cases as if they were preceded by the further words 'but not limited to' or the appropriate grammatical derivative;
- (j) a reference to a month or monthly means calendar month or calendar monthly.

#### **5. OPERATION OF LEASE**

5.1 The Operator acknowledges and agrees with the terms of the Lease.

5.2 During the Term of this Agreement the Operator must use the Premises consistent to the terms of the Lease.

- 5.3 The Operator acknowledges that but for the terms of the Lease Council would not have granted this Agreement to the Operator.

**6. TERM**

- 6.1 Council agrees to appoint the Operator and the Operator agrees to be engaged to manage the Premises from the Commencement Date until the earlier of:

- (a) Expiry Date;
- (b) the earlier termination of this Agreement; or
- (c) termination of the Lease.

**7. PERMITTED USE**

- 7.1 The Operator must bring the Premises into active bonafide use for the Permitted Use in accordance with this terms of the Agreement and for no other purpose.
- 7.2 Council does not warrant the Premises are suitable for any purpose or may be used for the Permitted Use.

**8. KIOSK**

- 8.1 The Operator must use the Kiosk for the sale of food and beverages to members of the public and users of the tennis facilities only, on the Premises and for no other purpose.
- 8.2 The Operator will retain the sole trading rights for the sale of food and drinks in the Kiosk and must comply with all laws relating to the preparation and sale of food.
- 8.3 All costs associated with the operation of the Kiosk are payable by the Operator.
- 8.4 The Operator, with Council's approval, may place furniture or appliances in the Kiosk required for the operation of the Kiosk.
- 8.5 The Operator must maintain the Kiosk in a clean and serviceable condition at all times.
- 8.6 The Operator must ensure glass containers sold from the Kiosk are not taken to any area outside the Licensed Area but in any event not outside the immediate vicinity of the Kiosk.
- 8.7 The Operator must keep all revenue and pay all expenses associated with the operation of the Kiosk.
- 8.8 The Operator must obtain and maintain any permit or licence required from any government authority for the sale of food and/or alcohol from the Premises.

**9. PRO-SHOP**

- 9.1 The Operator must use the pro-shop for the sale of tennis merchandise to members of the public and users of the tennis facility only, on the Premises and for no other purpose.
- 9.2 The Operator will retain the sole trading rights for the sale of goods from the pro-shop and must comply with all laws relating to such transactions.
- 9.3 All costs associated with the operation of the pro-shop are payable by the Operator.

**10. FUNCTION AREAS**

- 10.1 The Operator must use the Function Areas for purposes associated with the use and promotion of the Facility as a regional tennis centre and for no other purpose.
- 10.2 The Operator will retain the sole trading rights for the hire of the Function Areas and must comply with all laws relating to such transactions.
- 10.3 All costs associated with the operation of the Function Areas are payable by the Operator.
- 10.4 Access to any Function Area in the Clubhouse by Resident Tennis Clubs is to be negotiated between the Operator and the Resident Tennis Clubs, ensuring the Operator has first right to Function Areas within the Clubhouse, however the Operator must use its best endeavours to provide access to Resident Tennis Clubs.
- 10.5 Subject to clause 44, the cost of usage of the Function Areas is to be determined by the Operator.
- 10.6 The Operator may make its own hiring policies for the Function Areas provided such policy is consistent with the terms of this Agreement.

**11. ADMISSION**

- 11.1 The Operator must keep the Premises accessible to members of the public for the Hours of Operation.
- 11.2 The Operator may only vary the Hours of Operation with the written consent of Council.
- 11.3 Upon obtaining the prior written consent of Council, the Operator may close certain parts of the Premises to members of the public for repairs and maintenance.
- 11.4 The Hours of Operation must be within the Core Hours.

**12. OCCUPATIONAL HEALTH AND SAFETY**

- 12.1 The Operator must comply with all relevant occupational health and safety legislation, regulations and standards for the operation and supervision of a tennis facility and associated facilities on the Premises.
- 12.2 The Operator is responsible for ensuring that they and all persons employed by the Operator comply with any reasonable safety requirements of Council.

- 12.3 The Operator must ensure compliance with the Workplace Health and Safety Act 1995 at all times, including but not limited to the safe operation of small plant and equipment used on the Premises.
- 12.4 The Operator must promptly obey all requirements of Council and any other statutory body or officer duly authorised according to law in relation to the care and management of the Premises.
- 12.5 The Operator must ensure that a SDS register is provided to staff and procedures for storing and handling hazardous substances are available and adhered to by staff.
- 12.6 The Operator must ensure the risk of injury or illness of the Premises is minimised for persons coming onto the Premises to work or use the Premises.
- 12.7 The Operator must ensure the risk of injury or illness from any plant, equipment or substance on the Premises is minimised and used properly.
- 12.8 The Operator must keep a first-aid kit stocked with the necessary supplies at all times. The Operator must maintain usage records of the first-aid kit. Council may, in its discretion, supply additional stocks of first-aid and audit the first-aid kit supply.
- 12.9 The Operator must complete and submit a written emergency action plan to Council within 30 days of the Commencement Date. Council may make any amendments to the plan it requires. The Operator must comply with the plan at all times.

### **13. ACCIDENTS**

- 13.1 Immediately the Operator or any member of staff become aware that any person has been injured or has become ill on the Premises, the Operator or its staff members must provide the injured or ill person such first aid treatment as the Operator or its staff member is capable of rendering.
- 13.2 The Operator and its staff must ensure any person injured or ill on the Premises receive first aid treatment with the appropriate level of urgency and care given the nature of their injuries or illness.
- 13.3 After assisting the injured or ill person, if it appears to the Operator or their staff that such injured or ill person requires further medical attention the Operator must arrange for the injured or ill person to receive further medical attention or to be transported by ambulance or other appropriate means to a hospital or such other place at which the injured or ill person can receive further medical attention.
- 13.4 As soon as possible after the Operator has complied with the provisions of the preceding sub-clause the Operator must notify Council by telephone of the facts and circumstances regarding such injury or illness and how it was sustained or suffered.
- 13.5 The Operator must after the occurrence of any misadventure affecting any member of the public, public safety or the property of Council notify Council in writing of such misadventure

- 13.6 The Operator must accurately record in a logbook to be kept and maintained by the Operator the time and full facts and circumstances of any injury to, illness of or misadventure involving a person on the Premises.

**14. PRIORITY**

- 14.1 Despite any other term of this Agreement, the Operator's obligations under clauses 12 and 13 take priority over any other obligations imposed on the Operator under this Agreement.

**15. LOSSES**

- 15.1 The Operator must:

- (a) take every possible precaution to prevent theft and loss of private property and Council's Property from the Premises;
- (b) as soon as practicable of becoming aware of any theft or loss of property notify the officer in charge at the nearest police station and Council of that theft or loss of property; and
- (c) keep and maintain a log book and record detailing full particulars of each theft and loss of property.

**16. DEFECTS, DISREPAIR AND BREAKDOWNS**

- 16.1 The Operator must immediately notify Council of any defect, disrepair or mechanical breakdown to the Premises, or Council's Property, as soon as practicable.

**17. OPERATOR'S CONDUCT**

- 17.1 The Operator must not:

- (a) allow the Premises to be used for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent premises or to Council;
- (b) hold or permit to be held any auction or similar sale in the Premises;
- (c) use any form of power other than gas or electric current or gas supplied through meters;
- (d) damage Council's Property;
- (e) do anything that may invalidate Council's insurance or increase Council's premiums;
- (f) knowingly use or allow Council's Property to be used for any purpose other than those for which they were designed;
- (g) bring any heavy machinery, plant or equipment onto the Premises unless it is reasonably necessary for the Operator's use of the Premises and in any case must not overload the floors, walls or ceilings in any building located on the Premises;
- (h) make holes, deface or damage floors, walls or ceilings or other parts of the Premises;

- (i) install any vending or amusement machines;
- (j) use or install any product or property in the Premises likely to cause damage;
- (k) at any time during the Term carry out on the Premises any business or occupation not provided in this Agreement without the consent of Council;
- (l) dig or remove any turf, clay, sand, gravel or stone from any part of the Premises without the permission of Council.

17.2 The Operator may seek Council's written consent to any of the matters in clause 17.1 which can be granted at Council's discretion.

## **18. OPERATOR'S OBLIGATION**

18.1 The Operator must:

- (a) obtain and maintain all permits or consents required from any government authority to operate and use all parts of the Facility for the purposes required under this Agreement;
- (b) immediately notify Council of any damage to, defect or disrepair in the Services or Council's Property;
- (c) immediately notify Council of any infectious diseases notifiable to the relevant Health Authority occurring on the Premises of which it is aware;
- (d) immediately provide Council with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the Premises;
- (e) at the expiration or sooner determination of the Term return all keys of the Premises to Council;
- (f) pay all charges, assessments or impositions which may be levied in respect of the Premises during the Term and arising as a result of the use and occupation of the Premises by the Operator;
- (g) carry out all services under this Agreement to industry best practice standards and must comply with all Federal, State and Local Statutory Requirements;
- (h) ensure that all employees and attendants are neat and clean in appearance, courteous to the public and in a state of strict sobriety at all times whilst on the Premises;
- (i) ensure that the use of any part of the Facility for entertainment purposes does not have an adverse effect on any business in the area Premises is located.

## **19. MAINTENANCE**

19.1 The Operator must:

- (a) fix any damage caused by the Operator or Operator's Agents use;

- (b) keep and maintain the gardens inside the Premises regularly mowed and trimmed of all grass, trees, plants, shrubs and free of weeds and keep all landscaped areas well maintained;

## **20. CLEANING**

20.1 The Operator must:

- (a) keep the Premises clean and tidy, consistent with the nature of the Facility and to the satisfaction of Council;
- (b) if Council and the Operator agree to use a cleaning service supplied by Council to the Premises, the Operator must allow access to the Premises for cleaning and the Operator must pay to Council on demand the reasonable cost of cleaning the Premises;
- (c) maintain and keep clean to the satisfaction of Council, suitable refuse bins and do all things necessary for the refuse bins to be collected by Council at the places and at the times determined by Council;
- (d) ensure refuse bins are stored within the waste bin compound and securely covered at all times;
- (e) at all times maintain the toilet facilities in a clean and serviceable condition.

## **21. SECURITY**

21.1 The Operator must:

- (a) at all times when the Premises are not opened to the general public, ensure that all gates and other entrances to the Premises are properly locked and secure;
- (b) lock all exterior doors and windows in any building on the Premises when the building is not being used;
- (c) take reasonable precautions to prevent loss of property by theft, accident, or other means;
- (d) be responsible for the prevention of the misuse of the facilities on the Premises either by themselves, their servants or agents or members of the public having lawful entry to the Premises;
- (e) not permit or allow any illegal acts to be carried out in the Premises either by themselves, their servants or agents or any person having lawful entry to the Premises.

## **22. RISK**

22.1 The Operator occupies and uses the Premises at its own risk.

22.2 The Operator releases to the fullest extent permitted by Law, Council and the State of Queensland and their agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the Premises or outside the Premises except to the extent that it is caused by a deliberate act, negligence or default by Council or the

State of Queensland or their agents, employees or contractors or from structural defects.

22.3 Without limiting the generality of clause 22.2 the Operator indemnifies and holds indemnified Council and the State of Queensland and their agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which Council or the State of Queensland may sustain or incur or for which Council or the State of Queensland or their agents, employees and contractors shall or may be or become liable whether during or after the Term in respect of or arising from:

- (a) Breach of Covenant - Loss, damage or injury to property or person from or contributed to by the neglect or default of the Operator to observe or perform any of the covenants, conditions and restrictions on the part of the Operator whether positive or negative expressed or implied;
- (b) Misuse - Negligent use or misuse, waste or abuse by the Operator or its employees, servants or agents of any Services to the Premises;
- (c) Escape of Harmful Agent - Overflow or escape of water, fire, gas, electricity, contaminant or any other harmful agent whatsoever in or from the Premises caused or contributed to by any act or omission on the part of the Operator its employees, servants or agents;
- (d) Failure to Notify - Failure of the Operator to notify Council of any defect of which it is aware in the Premises whatsoever;
- (e) Use of Premises - Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Premises by the Operator or its employees, servants or agents;
- (f) Personal Injury - Any personal injury sustained by any person in or about the Premises howsoever caused other than the wilful or negligent act or omission of Council or the State of Queensland or their servants or agents.

## **23. INSURANCE**

23.1 At all times during the continuance of this Agreement the Operator must effect and keep current a public liability insurance policy in respect of the Premises having endorsement to include the risks and indemnities contained in clause 22.3 in an amount of \$20,000,000.00 or any higher amount that Council may from time to time reasonably require the Operator, by notice in writing, to effect for of any single claim, accident or event, with an insurance office or company approved by Council (such approval not to be unreasonably withheld).

23.2 The Operator must during the term of this Agreement effect and maintain:

- (a) professional indemnity insurance with cover not less than \$5,000,000.00; and
- (b) workers compensation including employer's liability insurance (unlimited cover).

23.3 The Operator must provide Council with:

- (a) a duplicate copy of each such policy immediately it is effected and when requested;
- (b) a copy of the receipt issued for payment of each premium within 14 days of it being paid;
- (c) a copy of the certificate of currency when requested.

23.4 The Operator must not knowingly do or permit to be done or omit to do any act in the Premises which may render void or voidable any insurances on the Premises or that may cause the rate of premium on any such insurance policies to be increased or be liable to be increased and the Operator must do or permit to be done immediately upon request by Council, everything necessary to ensure the continuance of any insurances effected by Council.

**24. MOBILE PHONE**

- 24.1 The Operator must supply and maintain mobile phone communications at all times.
- 24.2 The cost of the purchase and use of the mobile phone is payable by the Operator.
- 24.3 The Operator must provide the mobile phone number to Council.

**25. ANIMALS**

- 25.1 The Operator must use its best endeavours to not permit or allow any animals, birds or fish on any part of the Premises that is made available at any time for use by members of the public, employees or management, unless otherwise permitted by law.

**26. LIGHTING**

- 26.1 The Operator must keep the Premises illuminated at all times during the Hours of Operation when natural light is not adequate, with sufficient electric lamps to ensure the safety of staff and members of the public.

**27. RESIDENT TENNIS CLUBS**

- 27.1 During the first Operation Year of the Term the Operator must ensure access to the Facility is provided to Resident Tennis Clubs consistent with the Resident Tennis Club Usage Schedule.
- 27.2 Annually prior to each anniversary of the Commencement Date, the Operator must reach an agreement with each Resident Tennis Club on each club's use of the Facility for the following year, ensuring each Resident Tennis Club is given fair and equitable access to the Premises. The Operator must update the Resident Tennis Club Usage Schedule accordingly.
- 27.3 If requested, the Operator must provide Council with a reviewed Resident Tennis Club Usage Schedule documenting the proposed use of the Facility by Resident Tennis Clubs for the current and following Operation Year.
- 27.4 If any Resident Tennis Club requests use of the Facility after the Resident Tennis Club Usage Schedule has been reviewed for the relevant Operation Year and the Premises are available for use by the Resident Tennis Club on the requested date, the Operator must agree with the club to allow the club to

use of the Facility during the relevant Operation Year. The Operator must update the Resident Tennis Club Usage Schedule accordingly and if requested provide Council with the reviewed schedule.

- 27.5 In reaching an agreement under clauses 27.2 to 27.4, the Operator must allow each Resident Tennis Club to use the Facility for any requested fixtures, coaching programs, events, meetings and tournaments.
- 27.6 The Operator must give Resident Tennis Clubs priority of access to:
- (a) a number of courts required by each club, on nominated days of the week, for prescribed length of time;
  - (b) RLH, subject to clause 10.4, on nominated days, for prescribed length of time; and
  - (c) associated car parking provision to conduct the activities.
- 27.7 If the Operator receives 60 days notice of any booking or request to use any part of the Facility from any group or person which may impact the use of the Facility by a Resident Tennis Club in accordance with the Resident Tennis Club Usage Schedule, the Operator must agree with the Resident Tennis Club to allow the proposed user to use the Facility when requested and make the Facility available to the Resident Tennis Club at an alternative time. The Operator must update the Resident Tennis Club Usage Schedule accordingly and if requested provide Council and with the reviewed schedule upon request.
- 27.8 If the Operator and any Resident Tennis Club cannot reach an agreement on the club's use of the Facility under clauses 27.2, 27.4 or 27.7, the Operator must immediately refer the matter to Council for determination under clause 39.
- 27.9 The Operator must allow any Resident Tennis Club using the Facility to use the accredited coach belonging to that Resident Tennis Club.

**28. TENNIS QUEENSLAND/TENNIS AUSTRALIA ACCESS**

- 28.1 The Operator must not enter into any agreement with a Resident Tennis Club or any other person which conflicts with an event contained in the Agreed Annual Schedule.
- 28.2 The Operator must provide fair and equitable access to all areas within the Premises except for Kiosk and Pro Shop to TQ, TA, Council and their staff for the purposes of coordinating and managing any TQ or TA activities and events proposed to be held at the Premises in accordance with this clause.
- 28.3 The Operator acknowledges that TQ and TA will provide the Operator with a proposed annual tournament schedule of its intended use of the premises for:
- (a) NA Coaching Activities;
  - (b) Major Events;
  - (c) Significant Events;
  - (d) Minor Events.

- 28.4 The Operator must use its best endeavours to reach an agreement with TQ and TA on the events to be held at the Premises for the upcoming calendar year within 2 months of receiving the proposed annual schedules from TQ and TA. If the Operator cannot reach an agreement with TQ or TA on a proposed event, the matter must be referred to Council for determination under clause 39.
- 28.5 If an event is not contained in the Agreed Annual Schedule for the relevant calendar year, however TQ, TA or Council have given 3 months' notice to the Operator requesting the use of the Premises for a:
- (a) Minor Event;
  - (b) Major Event;
  - (c) Significant Event,
- the Operator must allow the event to be held at the Premises.
- 28.6 For any activity contained in the Agreed Annual Schedule or any event referred to in clause 28.5, the Operator must:
- (a) allow the relevant parties (TA, TQ or Council) use of the Premises;
  - (b) allow unrestricted access to TQ and TA for the areas of the Tournament Box and Office for the purposes of conducting activities and events;
  - (c) if requested, prior to the event, remove any sponsorship or advertising signage displayed in the Premises for the event. TQ, TA or Council may carry out the Operator's obligations under this clause if the Operator does remove signage as directed by TQ, TA or Council and the Operator must pay the costs of the signage removal;
  - (d) ensure the Premises is in a clean condition immediately prior to any event.
- 28.7 TQ, TA or Council may, at its absolute discretion, allow the Operator to retain possession of certain areas of the Premises during the course of any event and will not be liable for any loss suffered by the Operator for not allowing the Operator to retain possession of any part of the Premises during any event.
- 28.8 Despite any other provision in clause 28, Council acknowledges the Operator requires the use of the entire premises each year for the first 10 years of the Term on the date approved in Queensland as the Labour Day public holiday and the two days immediately preceding that date for the Operator's annual tournament.
- 28.9 Despite any other provision in clause 28, Council acknowledges the Operator requires the use of the entire premises each year for the first 10 years of the Term on the first weekend of May for the Operator's annual tournament.

## **29. HOSTING MAJOR TOURNAMENTS AND EVENTS**

- 29.1 The Operator must seek to host or bid on tournaments that can be held at the Premises

- 29.2 The Operator must establish local tournaments that can be developed into tournaments that draw competitors from outside of the Region and promote participation in tennis, development of the sport of tennis and sports tourism

**30. COORDINATION OF INTER-CLUB REGIONAL FIXTURES**

- 30.1 The Operator must work with local tennis clubs in the Central Queensland region (particularly Resident Tennis Clubs), and with the local Regional Assembly of TQ to coordinate inter-club fixture competitions. Inter-club competitions will be held on a home and away basis with clubs in the region the Premises is located affiliated with TQ.

**31. TQ/TA AFFILIATION**

- 31.1 The Operator must maintain and keep current membership or affiliation with TQ and TA during the term of this Agreement.

**32. COACHING**

- 32.1 The Operator must not exclude any coach from providing coaching services from the Premises without reasonable cause.
- 32.2 The Operator must ensure any coach using the Premises for coaching purposes is suitably qualified having the qualifications required by TQ and TA from time to time.

**33. KEY PERFORMANCE INDICATORS**

- 33.1 The Operator must achieve the KPIs during the Term to the satisfaction of Council.
- 33.2 If Council considers, in its absolute discretion, the Operator is not achieving the KPIs, then Council may give the Operator a notice (KPI Notice) setting out details of the KPIs not being achieved to Council's satisfaction and reasoning.
- 33.3 Within 10 Business Days of Council giving the Operator a KPI Notice, the Operator must give Council a response in writing to the KPI Notice setting out the Operator's position.
- 33.4 After receiving the response from the Operator, Council may either:
- (a) review the KPIs and agree with the Operator to amend the KPIs; or
  - (b) give the Operator notice (Action Notice) setting out:
    - (i) specific activities Council requires the Operator to carry out which are incidental to the KPIs set out in the KPI Notice; and
    - (ii) a reasonable timeframe for the Operator to carry out the specific activities.
- 33.5 If Council in its absolute discretion considers the Operator:
- (a) is not achieving the amended KPIs within 6 months after the parties agree to amend the KPIs in accordance with clause 33.4(a); or
  - (b) has not complied with the requirements set out in the Action Notice,

then Council may terminate this Agreement.

- 33.6 Either party may provide the other party with written notice requesting the KPIs be reviewed, setting out particular details of the requested changes (KPI Review Notice).
- 33.7 Within 10 Business Days of receiving a KPI Review Notice, the parties must negotiate the requested amendments to the KPIs and act fairly and reasonably to reach an agreement.

#### **34. OPERATIONAL REQUIREMENTS**

- 34.1 The Operator must make the Facility available for community participation in tennis (other than through Resident Tennis Clubs), by providing additional fixtures, tournaments and coaching programs for players of all standards and ages, by providing:
- (a) casual court hire services to the general public;
  - (b) meeting Council's reasonable performance requirements including, but not limited to:
    - (i) developing strategies to ensure the Premises continue to meet the RTFP objectives;
    - (ii) encouraging public use of the Premises and increase participation in the sport of tennis;
    - (iii) developing strategies with the Resident Tennis Clubs and TQ to facilitate their ongoing operations and assist them to reach annual membership targets;
    - (iv) establishing a suite of tennis competitions and programs which target all demographics and skill levels to engage them in physical activity and the sport of tennis with view to increase these annually;
    - (v) establishing a suite of coaching programs offered by highly skilled and qualified coaches with view to increase these annually;
    - (vi) providing programs and competitions that provide opportunities for development of identified talented regional athletes seeking entry into TA's National Academy (NA) or the Australian Institute of Sport player development programs;
    - (vii) supporting player development programs and events that feed into the corresponding state and national events across Queensland and at the Queensland Tennis Centre, Brisbane;
    - (viii) establishing an open communication pathway to facilitate a strong working relationship with all stakeholder parties to the facility, including but not limited to the Central Queensland Regional Assembly; TQ Central Queensland Community Tennis Officer.
    - (ix) developing strategies in alignment with the requirements of affiliation with TQ and TA.

**35. ATTENDANCE**

- 35.1 The Operator may from time to time appoint individuals to exercise delegated Operator's functions, provided that:
- (a) no aspect of any function shall at any time be the subject of delegation to more than one Operator's Representative;
  - (b) delegation will not prevent the Operator exercising any function;
  - (c) the Operator gives Council written notice of the appointment and termination of each appointment;
  - (d) if Council makes a reasonable objection to the appointment of an Operator's Representative, the Operator must terminate the appointment.
- 35.2 The Operator's representative may be absent from the Facility during the Hours of Operation provided that immediate court access is available via mobile phone. Signage reflecting this must be displayed in prominent positions around the facility.
- 35.3 The Operator must notify Council if the Operator's Representative will be absent from the Premises for any period longer than 14 days.
- 35.4 The Operator and Operator's Representative must be contactable by mobile telephone at all times by Council. Council must be provided with the contact mobile phone number of such person.
- 35.5 The Operator must, at the request of Council, provide evidence showing that any person carrying out the Operator's obligations from the Premises is a fit and suitably qualified person.
- 35.6 The Operator must effectively control and manage the Premises and must ensure all persons entering the Premises comply with the requirements of this Agreement.
- 35.7 The Operator must exercise control over the behaviour of persons in the Premises and must not permit any improper behaviour or conduct on the Premises.
- 35.8 The Operator has the right to exclude from the Premises any person who has acted in a manner that the Operator considers improper.
- 35.9 The Operator:
- (a) remains fully responsible for all its obligations under this Agreement despite appointing an Operator's Representative;
  - (b) is responsible and liable for all acts or omissions of the Operator's Representative as if they were the acts or omissions of the Operator.

**36. RECORDS**

- 36.1 The Operator must:
- (a) keep a record of:

- (i) the use of the facilities situated on the Premises and details of the use of the Premises, including:
      - (A) daily court utilisation as a percentage of court capacity, provided monthly;
      - (B) coaching participants per term;
      - (C) fixture participants per quarter;
      - (D) current members of the Facility per annum as per Tennis Rockhampton Ltd's reporting categories;
      - (E) Schools per term.
    - (ii) the hours of operation of the Premises;
    - (iii) incidents and accidents under clause 13;
    - (iv) books of accounts and records required under clause 43.4;
    - (v) income based hire fees from attendances;
    - (vi) issues relating to maintenance of the Premises or Council's Property;
    - (vii) any complaints made relating to the Premises.
  - (b) keep financial records that:
    - (i) correctly record and explain all transactions relating to the Premises, financial position of the Operator and performance of the Operator;
    - (ii) would enable true and fair financial statements to be prepared and audited.
  - (c) keep records reasonably required by Council to review the Operator's compliance with KPIs including:
    - (i) recording the number of persons coached at the Premises;
    - (ii) recording the number of coaches using the Premises for coaching;
    - (iii) the number of programs offered at the Premises;
    - (iv) the number of Tennis Queensland affiliated members.
  - (d) keep any other records reasonably required by Council to allow Council to determine the Operator is complying with the terms of this Agreement.
- 36.2 At all times the Operator must keep an updated schedule of all activities scheduled and proposed to be held at the Premises, including:
- (a) fixtures;
  - (b) come and try programs;
-

- (c) coaching programs;
- (d) events;
- (e) scheduled use of the Facility by Resident Tennis Clubs,  
which contains details on each activity including:
  - (f) expected timeframe of activity;
  - (g) details of the kinds of persons or groups participating or expected to participate in the activity.

36.3 Upon giving the Operator 2 days' notice, the Operator must allow access to inspect any records of the Operator required to be kept under this Agreement. This obligation remains in force until the date 3 months after the end of the Term.

### **37. REPORTING**

37.1 Prior to the Commencement Date and annually on the 28 February the Operator must provide Council with:

- (a) the Resident Tennis Club Usage Schedule under clause 27.2;
- (b) the Agreed Annual Schedule under clause 28.4;
- (c) a copy of the Proposed Events Schedule; and
- (d) a report on the Operator's performance against KPIs, including:
  - (i) key milestones of the Operator and outcomes achieved by the Operator;
  - (ii) potential issues the Operator considers may affect the Operator's ability to achieve the KPIs and suggestions for dealing with the issues.

37.2 Within 30 days after the end of each quarter the Operator must provide Council with:

- (a) a report documenting the records maintained under clause 36.1 for the previous quarter as per RFTP Reporting Document in Annexure 3;
- (b) a report of any issues relating to maintenance of the Facility for the previous month quarter.
- (c) an updated Proposed Events Schedule;

37.3 Within 120 days of the end of each Financial Year the Operator must provide Council with audited financial reports for Operating Years 4 onwards. For Years 1 to 3, an accountant Review of the Financials will be provided.

37.4 By the 30 November each year, the Operator must provide Council with the proposed annual schedule of fees and charges

- 37.5 Council may require the Operator to carry out any additional reporting Council, in its absolute discretion, requires to ensure the Operator is complying with its obligations under this Agreement and the Lease.
- 37.6 The Operator must complete at least two risk assessments in respect of the Premises each year in the manner required by Council and provide the assessment to Council.
- 37.7 Council may in its absolute discretion require the Operator to provide additional details or information in any report.

**38. BUSINESS PLAN**

- 38.1 Prior to the Commencement Date, the Operator must submit a proposed 12 month business plan for the operation of the Premises for the upcoming 12 months to Council.
- 38.2 Within 30 days after the end of each Financial Year the Operator must submit a proposed 12 month business plan for the operation of the Premises for the relevant Financial Year to Council.
- 38.3 Within 15 months from the Commencement Date, the Operator must submit a proposed rolling 5 year business plan for the operation of the Premises for the upcoming 5 years to Council.
- 38.4 Within 21 days of receiving the Operator's proposed business plan under clause 38.1, 38.2 or 38.3 Council acting reasonably will either:
  - (a) request additional information from the Operator to assist Council's review of the proposed business plan, in which case the 21 day period referred to in clause 38.3 will recommence from the time of receipt by Council of the additional information;
  - (b) notify the Operator of its consent of the business plan, in which case the approved business plan must be complied with by the Operator;
  - (c) notify the Operator of its rejection of the proposed business plan, in which case the Operator must amend the business plan as necessary to obtain consent and the provisions of this clause 38.3 will reapply until the Operator's proposed business plan is approved.

**39. DISPUTES**

- 39.1 If:
  - (a) any dispute arises between the Operator and any Resident Tennis Club (including any member or coach of the Club) on any matter regarding the use of the Facility by a Resident Tennis Club including:
    - (i) the times, extent and conditions of use of any facilities situated on the Premises by the club;
    - (ii) the fee or fees to be charged;
    - (iii) the conduct or behaviour of tennis management;
    - (iv) the club or its members or its coaches;

- (b) any dispute arises regarding use of any facility situated on the Premises by TQ or TA;
- (c) any dispute arises regarding use of any facility situated on the Premises by local tennis clubs in Central Queensland or the local Regional Assembly of TQ,

then the matter must immediately be referred to Council and Council's decision on the matter will be final and binding on the Operator.

#### **40. ADVERTISING**

- 40.1 The Operator must not display, paint or erect any advertisement signs visible from the outside of the Premises without Council's prior consent.
- 40.2 With Council's consent which must not be unreasonably withheld, the Operator may advertise:
  - (a) any service supplied from the Kiosk;
  - (b) any service supplied from the Centre Clubhouse including the pro-shop; or
  - (c) any service supplied from the Function Areas
  - (d) any advertisement suitable for display at a public tennis facility.

#### **41. GOODS AND MERCHANDISE**

- 41.1 The Operator may sell, supply, store or display any goods or merchandise in any part of the Premises
- 41.2 The Operator must not sell, supply, store or display any goods or merchandise which, in the opinion of Council, are not suitable for sale, supply, storage or display at a public tennis facility.

#### **42. COUNCIL OBLIGATIONS**

- 42.1 Council may enter the Premises and carry out any of the Operator's obligations under this Agreement if the Operator does not carry them out on time or as reasonably directed by Council. If Council does so, then the Operator must pay Council's expenses.

#### **43. OPERATION FEE**

- 43.1 The Operator agrees to pay Council the Operation Fee for each Operation Year of the Term.
- 43.2 The Base Fee is set out in the following table:

<b>Year</b>	<b>Base Fee</b>
Year ending 2011	\$0
Year ending 2012	\$15,000
Year ending 2013	\$20,000
Year ending 2014	\$25,000
Year ending 2015	\$30,000
Year ending 2016	\$32,000

Year ending 2017	\$34,000
Year ending 2018	\$36,000
Year ending 2019	\$38,000
Year ending 2020	\$40,000

- 43.3 The Operator must pay Council the Operation Fee for the relevant Operation Year not later than one month after the end of the relevant Operation Year.
- 43.4 Reviews of the Base Fee set out annually in Clause 43.2 will be reviewed within 30 days of the end of Operation Years
- (a) 2015; and
- (b) 2018
- 43.5 The Operator must keep and maintain proper books of account and records relating to all transactions of the Operator's Business conducted at or from the Premises. The Operator must preserve the books of account and records for each Operation Year for at least twelve months after the end of the Operation Year to which they refer.
- 43.6 Council may inspect and audit all the Operator's books of account, statements, documents, returns, papers and files relating to the Court Hire Revenue. The Operator at the request of Council must make the books of account and records available for inspection or audit at the Premises or wherever else Council reasonably requires.
- 43.7 If the Operator's audit discloses that the Court Hire Revenue shown by the auditor's certificate have been understated by more than three per centum, then the Operator must pay the cost of that audit. If Council's audit discloses that the auditor's certificate is inaccurate, then any necessary adjustment of Operation Fee must be made between the parties within fourteen days after that audit.

#### **44. FEES**

- 44.1 The Operator must prior to the Commencement Date and annually on the 30 November provide Council with a proposed schedule of fees setting out proposed fees for each person who enters and/or uses the Premises except its employees.
- 44.2 Within 30 days of receiving the proposed schedule of fees from the Operator, Council must approve, acting reasonably, the proposed schedule of fees.
- 44.3 If Council and the Operator are unable to agree on the proposed schedule of fees by each anniversary of the Commencement Date, the Operator may terminate this Agreement.
- 44.4 If Council agrees to the proposed schedule of fees, the proposed schedule of fees will be deemed the Fees and Charges Schedule for the Premises.
- 44.5 The Operator must charge each person who enters and/or uses the Premises, except its employees, the fees as set out in the Fees and Charges Schedule.
- 44.6 Admission fees will be kept by the Operator.

- 44.7 The Operator and Council may agree in writing to vary the fees set out in the Fees and Charges Schedule.
- 44.8 Nothing in this Agreement will be construed to allow the Operator to charge any person any fee other than those set out in the Fees and Charges Schedule unless otherwise agreed under clause 44.7.
- 44.9 The Fees and Charges Schedule must require:
- (a) Resident Tennis Clubs to enter the Facility at no cost;
  - (b) TQ, TA and Resident Tennis Clubs access of the Centre Clubhouse and RLH at no cost to TQ, TA, Council
  - (c) any coach using the Premises for the purpose of coaching to pay a fee for court hire.
- 44.10 The Fees and Charges Schedule applied to use of the Premises for coaching may allow for a number of classifications with different fees and charges applicable to each classification.
- 44.11 Despite clause 44.5, the Operator is entitled to recover a reasonable annual rental proportionate to recovery of the Operator's utilities costs, if any, from any TQ Central Queensland Community Tennis Officer for being based within the Facility.

**45. VARIATION OF AGREEMENT**

- 45.1 No variation to this Agreement shall be valid unless it is in writing and signed by both parties.

**46. ASSIGNMENT**

- 46.1 The Operator may only assign or deal with the Premises with Council's consent, which must not be unreasonably withheld.
- 46.2 Council must give its consent if:
- (a) Council is satisfied that the new operator is suitable, respectable, responsible and financially secure and is capable of carrying out the Operator's obligations under this Agreement;
  - (b) the Operator and the new operator signs any agreement and gives any security which Council reasonably requires;
  - (c) the Operator complies with any other reasonable requirements of Council;
  - (d) the Operator is not in breach of this Agreement;
  - (e) the Operator pays Council's reasonable costs and expenses of giving its consent including legal costs, stamp duty and registration fees;
  - (f) the Operator obtains Council's consent to assign the Lease to the new operator.
- 46.3 If the Operator requests Council's consent to assign or sublet the Lease to a new lessee, the Operator must request and obtain Council's consent to

assign or sublet this Agreement to the new lessee in accordance with clauses 46.1 or 46.2.

- 46.4 The Operator acknowledges that the condition set out in clause 46.3 is a reasonable condition to obtaining Council's consent to assign or sublease the Lease.

**47. COUNCIL'S FIRST RIGHT**

- 47.1 The Operator must, prior to disposing of the Operator's Business, offer the Operator's Business to Council on the same terms and conditions and at the same price as any proposed disposal.

- 47.2 Council has 14 days from receiving the Operator's offer to accept it in writing.

- 47.3 If Council accepts the Operator's offer:

- (a) the parties must enter into a contract immediately; and
- (b) the contract is to be prepared by the Operator's solicitors; and
- (c) the contract must incorporate the terms of the offer; and
- (d) the contract must include any other reasonable terms applying to the sale of business similar to the Operator's Business.

- 47.4 If Council does not accept the offer, the Operator may (if consent is obtained in accordance with clause 46) dispose of the Operator's Business on the same terms and conditions as offered to Council.

**48. RULES AND REGULATIONS**

- 48.1 Council has the right to make such reasonable rules and regulations as from time to time may be necessary for the safety, health, care and cleanliness of the Premises and for the preservation of good order of the Facility. Nothing in this clause limits the Operator's obligations under clause 12.3.

**49. BREACH OF AGREEMENT**

- 49.1 If the Operator breaches (including repudiates) this Agreement, nothing in this clause will prejudice the right of Council to recover damages or exercise any other right or remedy.

- 49.2 If the Operator commits a substantial breach of this agreement, Council may give the Operator a written notice to show cause. Substantial breaches include, but are not limited to:

- (a) failing to:
  - (i) bring the Premises into use for the Permitted Use under clause 7.1;
  - (ii) comply with clause 12 (occupational health and safety obligations);
  - (iii) comply with clause 17 (Operator's conduct);
  - (iv) comply with clause 18 (Operator's obligations);

- (v) comply with clause 19 (maintenance);
  - (vi) maintain the insurances required under clause 23;
  - (vii) comply with clause 35 (attendance);
  - (viii) comply with clause 36 (records);
  - (ix) comply with clause 38 (business plan);
  - (x) pay the Operation Fee under clause 43.1;
  - (xi) obtain Council's consent before assigning under clause 46.1.
- (b) commits multiple or recurring breaches of this Agreement whether or not remedied.

49.3 A notice under clause 49.2 must state:

- (a) that it is a notice under clause 49;
- (b) the alleged substantial breach;
- (c) that the Operator is required to show cause in writing to Council why Council should not exercise its rights under clause 49.4;
- (d) the date and time by which the Operator must show cause;
- (e) the place at which cause must be shown.

49.4 If the Operator fails to:

- (a) show reasonable cause by the date and time stated;
- (b) remedy the breach; or
- (c) if the breach is not capable of remedy, make other arrangements to the reasonable satisfaction of Council,

Council may terminate this Agreement by written notice to the Operator.

49.5 If this Agreement is terminated pursuant to clause 49.4, Council's remedies, rights and liabilities will be the same as they would have been under the law governing this Agreement had the Operator repudiated this Agreement and Council elected to treat the Agreement as at an end and recover damages.

49.6 Council may terminate the Agreement immediately, by giving notice to the Operator, upon the occurrence of any of the following events (each an '**Act of Insolvency**')

- (a) the Operator becomes subject to bankruptcy, liquidation or winding up procedures;
- (b) the Operator is insolvent (including where that party is deemed insolvent by any applicable Law) or states that it is insolvent or unable to pay its debts when they fall due;
- (c) if a receiver, receiver/manager or administrator is appointed to the Operator or the other party is placed under official management;

- (d) the Operator enters into, or resolves to enter into, a scheme of arrangement or other arrangement, composition or compromise with, or an assignment for the benefit of, all or any class of its creditors (other than for the purposes of a reconstruction or amalgamation while solvent); or
  - (e) a judgement is entered against the Operator for a sum in excess of \$20,000 and the same remains unsatisfied or is not appealed by the Operator for a period of 21 days.
- 49.7 Council is not responsible to make up to the Operator any loss of revenue which may be occasioned to the Premises by way of weather conditions, flood or natural disaster, provided however that Council shall render every assistance to the Operator in reinstating the Premises.

## **50. SURRENDER OF LEASE**

- 50.1 The Operator must contemporaneously with the execution of this Agreement execute 3 copies of the Surrender of Lease contained in Annexure 5.
- 50.2 At the end of the Term the Operator irrevocably authorises Council to:
- (a) complete the surrender date in the Surrender of Lease, being the date of the termination of this Agreement;
  - (b) complete any other information necessary to register the Surrender of Lease;
  - (c) register the Surrender of Lease with the relevant department.
- 50.3 If there are changes to the form required to be lodged with the titles department to surrender a lease, the Operator must, when requested by Council, provide Council with an executed new Surrender of Lease form and authorises Council to use the form in accordance with clause 50.2.

## **51. POWER OF ATTORNEY**

- 51.1 The Operator irrevocably appoints Council to be the true and lawful attorney of the Operator to act at any time after the power to take back possession of the premises has been exercised.
- 51.2 The attorney is empowered to:
- (a) execute and register (if necessary) a Transfer or Surrender of the Lease or a Withdrawal of any Caveat lodged by the Operator affecting the Land together with any other documents needed to effect those dealings;
  - (b) do all things which the Operator is required to do under this Agreement and the Lease.
- 51.3 The Operator undertakes to ratify and confirm anything the attorney lawfully does and to pay Council's reasonable expenses incurred in exercising the powers under clause 51 on demand.

**52. EXPIRY OF TERM**

52.1 On expiry of the term or earlier termination the Operator must:

- (a) vacate the Premises (including all buildings, structures, plant, equipment, keys) in good repair and clean condition fair wear and tear being acceptable;
- (b) subject to clause 47, remove all the property belonging to the Operator from the Premises and repair any damage caused by removal of any property belonging to the Operator;
- (c) if requested by Council, provide to Council full trading figures for the Operator's Business for the last two years ended 30 June prior to the end of the Agreement;
- (d) if requested, provide to Council copies of any documents and records reasonably required by Council and do all things necessary to transfer any approvals, licence or permits to Council to enable Council to continue the operation of the Premises after the end of this Agreement;
- (e) subject to this clause 52.1, cease all further work under this Agreement and not place any further orders nor enter into any further commitments in connection with operation of the Premises;
- (f) take all reasonable steps to protect the Council's Property, the Premises and all property in the possession of the Operator in which Council has or may acquire an interest (to the extent applicable);
- (g) deliver to Council any warranties or guarantees required by this Agreement;
- (h) comply with any directions from Council, including, if requested by Council, do all things necessary in co-operation with Council to arrange that all rights and benefits of any agreements relating to the use or operation of the Premises be assigned to Council;
- (i) ensure every effort is made to minimise any further cost to Council.

52.2 If the Operator does not remove any property belonging to the Operator on expiry or earlier termination, Council may:

- (a) remove and store such property at the Operator's risk and expense; or
- (b) treat such property as being abandoned, in which case title to the property passes to Council who may deal with it as it thinks fit without being liable to account to the Operator.

52.3 Council will not be liable to the Operator for any claims by the Operator for any loss of profit, loss or production, loss of business opportunity or for any indirect, consequential or punitive damages on account of or arising from any termination of this Agreement.

**53. WAIVER**

53.1 None of the conditions of this Agreement shall be waived, varied, discharged or released unless both parties agree in writing.

**54. INVENTORY**

- 54.1 The Operator acknowledges the inventory of equipment set out in Annexure 4 belongs to Council and is to be used during this Agreement in connection with the operation and maintenance of the Facility.

**55. RIGHTS, POWERS, DUTIES AND OBLIGATIONS AS LOCAL OR STATUTORY AUTHORITY**

- 55.1 Nothing in this Agreement shall prejudice or affect Council's rights, powers, duties and obligations in the exercise of its functions as a local or statutory authority.
- 55.2 Nothing in this Agreement will oblige Council to do anything that compromises its rights, powers, duties and obligations as a responsible local or statutory authority.

**56. GOODS AND SERVICES TAX**

- 56.1 For the purposes of this clause 56:
- (a) "GST" means GST within the meaning of the GST Act.
  - (b) "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).
  - (c) Where words and expressions used in this clause 56 are defined in the GST Act they shall have the same meaning as those words and expressions in the GST Act.
- 56.2 Except where express provision is made to the contrary, and subject to this clause 56, the consideration payable by any party under this Agreement represents the value of any taxable supply for which payment is to be made.
- 56.3 Subject to clause 56.5, if a party makes a taxable supply in connection with this Agreement for a consideration, which, under clause 56.2 or clause 56.4, represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- 56.4 If this Agreement requires the Operator to pay, reimburse or contribute to an amount paid or payable by Council in respect of an acquisition from a third party for which Council is entitled to claim an input tax credit, the amount required to be paid, reimbursed or contributed by the Operator will be the value of the acquisition by Council plus, if Council's recovery from the Operator is a taxable supply, any GST payable under clause 56.3.
- 56.5 A party who has a right to payment under clause 56.3 must give the party liable to pay for the taxable supply a valid tax invoice in accordance with the GST Act.

**57. ENTIRE AGREEMENT**

- 57.1 This Agreement and the Lease:
- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement, and

- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

**58. SEVERABILITY**

- 58.1 If any provision of this Agreement or its application to any person or circumstance is or becomes unenforceable, illegal or void, the remaining provisions are not affected and each provision of this Agreement is enforceable to the greatest extent permitted by law.

Executed as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ 2014

Executed by	) .....
Tennis Rockhampton Limited	) Director
ACN 146 090 691 in accordance	)
with s.127 of the Corporations Act	) .....
	) Print name
	)
	) .....
	) Director
	)
	) .....
	) Print name

**ROCKHAMPTON REGIONAL COUNCIL**

by Evan Anthony Pardon, Chief Executive Officer, who certifies that he is the proper officer authorised in that behalf and who has hereunto subscribed his name in the presence of:

-----  
CHIEF EXECUTIVE OFFICER

-----  
A JUSTICE OF THE PEACE/  
COMMISSIONER OF DECLARATIONS/  
SOLICITOR

-----  
DATE

**Annexure 1 - Key Performance Indicators**

1. Development of Tennis
  - 1.1 The Operator must take action to increase the usage of the Facilities by participants and increase the participation in the sport of tennis over the Term by increasing the services offered to be held at the Premises by the Operator by increasing:
    - (a) The annual number of programs offered by the Operator for the Term to:
      - (i) 4 new programs in Base Year 1;
      - (ii) 3 new programs in Base Year 2;
      - (iii) 2 new programs in Base Year 3;
      - (iv) 1 new program for each subsequent year following the end of Base Year 3.
  - 1.2 New programs may include, but are not limited to:
    - (a) Participation, coaching and come-and-try programs;
    - (b) New fixtures;
    - (c) Corporate challenges.
  - 1.3 The annual increase in participation in the sport of tennis through court utilisation at the Rockhampton Regional Tennis Centre must be at least:
    - (a) a 5% increase for each Operation Year
  - 1.4 The Operator must promote the facility by undertaking promotional and marketing activities, at no cost to Council and promoting the facility with view to increase usage. Council must be provided copies of all marketing collateral as evidence of the promotion on request.
  - 1.5 The Operator must seek to hold or bid on events that can be held at the Premises. Council must be provided with copies of all such applications or relevant correspondence as evidence on request.
2. Stakeholder satisfaction
  - 2.1 The Operator must ensure satisfaction of all stakeholders, including:
    - (a) creating an environment of ambience within the Facility throughout the Term;
    - (b) maintaining community satisfaction during the Term by third parties including:
      - (i) Resident Tennis Clubs;
      - (ii) Coaches
      - (iii) TQ;
      - (iv) TA;
      - (v) schools;

- (vi) community groups; and
- (vii) the general community.

2.2 Ensuring the number of complaints received by third parties does not exceed:

- (a) one complaint from any stakeholder each year which Council acting reasonably considers is serious; or
- (b) three reasonable complaints as determined by Council from any stakeholder of any other nature each year.

**Annexure 2 - Usage Schedule (example)**

<b>Fixture Type</b>	<b>Times</b>	<b>Days</b>	<b>Month commences</b>	<b>Month Ceases</b>
<i>e.g. Junior Fixtures</i>	<i>8am-12pm</i>	<i>Saturday</i>	<i>March 2014</i>	<i>November 2014</i>
<i>Tuesday Night Ladies Fixtures</i>	<i>6:30pm – 8:30pm</i>	<i>Tuesdays</i>	<i>March 2014</i>	<i>November 2014</i>
<i>Saturday Afternoon Fixtures</i>	<i>8am – 11am</i>	<i>Saturdays</i>	<i>May 2014</i>	<i>August 2014</i>

**Scheduled Events for 2014:****January**

24 – 26 January 2014 Come and Try Activities

**February****March****April****May****June****July****August****September****October**

25 – 26 October 2014 Junior Masters State Finals

**November**

2 November 2014 Kaz Lawson Cup

**December**

## Annexure 3 - RTFP Reporting Document

## REGIONAL TENNIS FACILITIES PROGRAM

## QUARTERLY REPORT

## ROCKHAMPTON REGIONAL TENNIS CENTRE - VICTORIA PARK

*This page completed by Professional Operator**insert date*

PHYSICAL ACTIVITY and COMMUNITY ACCESS				
Increased or enhanced opportunities for physical activity through the conduct of tennis competition and training and community participation				
Measurement	This Reporting Period	Progressive Year to Date	Whole Year Target / Forecast	Comments
<b>Court Usage</b>				
Total available court hours - total				
Court Utilisation hours - total				
Court Utilisation Total Ratio				
<b>Participants - Resident Club Memberships</b>				
Club membership - total members				
Club membership - juniors				
Club membership - seniors				
Club membership - new since last report				
<b>Participants - Fixtures</b>				
Total number of participants playing fixtures				
Total number of participants playing fixtures - juniors				
Total number of participants playing fixtures - seniors				
Total number of participants playing internal fixtures				
Total number of participants playing inter-club fixtures				
Total number of participants playing in organised social play				
<b>Participants - Casual Court Hire</b>				
Casual court bookings - total hours				
TENNIS DEVELOPMENT				
Development programs that feed into the State Tennis Centre				
Measurement	This Reporting Period	Progressive Year to Date	Whole Year Target / Forecast	Comments
<b>Tournaments</b>				
Total number of tournaments held at RRTC				
Total number of tournaments applied for				
Number of local / regional tournaments hosted				
Number of State events hosted				
Number of national / international events hosted				
Total number of participants in tournaments held at RRTC				
<b>Coaching / Participation Programs</b>				
Total number of private coaching hours				
Total number of coaching / participation programs at RRTC				
Number of senior programs at RRTC				
Number of junior programs at RRTC				

Total number of senior players being coached				
Total number of junior players being coached				
Total number of programs for seniors				
Total number of programs for juniors				
<b>Elite Player Opportunities</b>				
No of players from region who have met some National Academy requirements				
No of players from region who hold National Academy Scholarships				
<b>Elite Coaching Opportunities</b>				
Court use by National Academy / TA or TQ elite coaching programs (hours)				
Number of players attending these programs				
Number of local players attending these programs				
<b>COMMERCIAL OPERATION</b>				
<b>Measurement</b>	<b>This Reporting Period</b>	<b>Progressive Year to Date</b>	<b>Whole Year Target / Forecast</b>	<b>Comments</b>
<b>Customer Satisfaction</b>				
Results of customer satisfaction tools				
Areas of major issues				
Areas of major achievements				
<b>Profit and Loss</b>				
Attach profit and loss statement to the report for this reporting period.				

**Annexure 4 - Inventory**

1. PA System.
2. Lighting system and associated laptop and computer program.

## Annexure 5 – Surrender of Lease

QUEENSLAND LAND REGISTRY

**SURRENDER OF FREEHOLD LEASE  
OR SUBLEASE**

FORM 8 Version 4

Land Title Act 1994, Land Act 1994 and Water Act 2000

Duty Imprint

Page 1 of 1

Dealing Number

**OFFICE USE ONLY****Privacy Statement**

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

1. Dealing number of instrument being surrendered	Lodger (Name, address, E-mail & phone number)	Lodger Code
---	---	-------------

2. Lot on Plan Description	County	Parish	Title Reference
Lot 37 on SP 220201 and Lot 39 on SP 227141	LIVINGSTONE	ROCKHAMPTON	49006753

3. Lessor
ROCKHAMPTON REGIONAL COUNCIL

4. Lessee
TENNIS ROCKHAMPTON LIMITED ACN 146 090 691

**5. Surrender/Execution****a) Surrender of Freehold Lease/Sublease**

\*Full Surrender The lease/sublease in item 1 is surrendered from / / .

\*Partial Surrender The lease/sublease in item 1 is surrendered from / / .

\*so far as relates to the land in item 2.

\*so far as relates to part of the leased area.

OR

**b) Surrender of Land Act Sublease**

\*I surrender all my right title and interest in the sublease in item 1 as from / / .

\* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....  
Director/ /  
Execution Date.....  
Director/Secretary  
Tennis Rockhampton Limited  
ACN 146 090 691  
Lessee's Signature**6. Acceptance**

The Lessor accepts this surrender.

/ /  
Execution Date.....  
Mayor.....  
Chief Executive Officer  
Rockhampton Regional Council  
Lessor's Signature

## **10 NOTICES OF MOTION**

Nil

## **11 URGENT BUSINESS/QUESTIONS**

*Urgent Business is a provision in the Agenda for members to raise questions or matters of a genuinely urgent or emergent nature, that are not a change to Council Policy and can not be delayed until the next scheduled Council or Committee Meeting.*

## **12 CLOSURE OF MEETING**