

# Service Agreement

Between

**SHIRE OF DENMARK**

and

**DENMARK BRIDGE CLUB INC.**

for

McLean House

McLean Oval Precinct

73 Brazier Street, Denmark WA 6333

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**21 Sept 2021 - Attachment 9.3.6a**

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## 1. Introduction

McLean House is located in the McLean Oval Precinct at 73 Brazier Street, Denmark on a portion of Lot 1087 on Deposited Plan 193666 (refer Appendix A and B).

The Denmark Bridge Club provides services to the Shire of Denmark to assist in maintaining McLean House and the surrounding gardens.

This Service Agreement is to clearly define the roles and responsibilities of both the Shire of Denmark and the Denmark Bridge Club in the use of the facility.

## 2. Parties

**Shire of Denmark ('Shire')** of 953 South Coast Highway, Denmark, Western Australia

and

**Denmark Bridge Club Inc. ('DBC')** of PO Box 672, Denmark, Western Australia

## 3. Term

Twelve (12) months from XXX to XXX.

## 4. Definitions

**Premises** means the external and internal areas identified in Appendix A and B.

**Garden maintenance** means regular works such as minor pruning, mowing, trimming and weeding of the external area of McLean House, including the brick paving.

**Permitted use** carrying on in a proper manner the objects of the Denmark Bridge Club Inc. as set out in its Rules of Association and any other actions required to comply with the DBC's obligations under this Agreement.

**Services** means water, gas, waste and electricity.

**Structural Building Repairs** means substantial and major repairs or replacement of essential structures relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability including but not limited to:

floors;

masonry;  
roof covering and roof structure;  
footings and foundations;  
painting of internal and external surfaces, including removal of any graffiti;  
outer walls of any construction including windows, doors and doorframes;  
ceilings;  
and sewerage, drainage and water supply including taps and other visible water fittings.

## **5. Responsibilities**

### **4.1 Denmark Bridge Club Inc.**

The DBC will:

1. Keep and maintain the premises in good repair, order and condition.
2. Keep the premises clean and tidy and free of vermin, noxious weeds, waste and infectious diseases.
3. Only use the premises for the permitted use.
4. Attend meetings with the Shire, if requested;
5. Comply with the Shire's *General Conditions of Hire for McLean House*.
6. Notify the Shire of Denmark as soon as possible of:
  - a) any safety issues that may arise in relation to the premises;
  - b) any repairs that may be required to the premises or services;
  - c) any inability to perform its obligations under this Agreement.

### **4.2 Shire of Denmark**

The Shire of Denmark is responsible for:

1. Structural Building Repairs;
2. Providing and maintaining services to the premises; and
3. Managing all user bookings for the premises.

## **6. Obligations**

### **5.1 Denmark Bridge Club Inc.**

In order to meet its responsibilities under this Agreement the DBC will:

- a) Supply all equipment and pay all associated costs associated with garden maintenance and cleaning;

- b) Provide all consumables associated with the toilet facilities and kitchen, including toilet paper, soap and/or paper towel, washing up equipment and the like, and ensure that they are available for other hirers;
- c) Ensure the wheelie bin is left out on scheduled rubbish collection days and taken back onto the premises as soon as possible after collection.

**5.2 Shire of Denmark**

In order to meet its responsibilities under this Agreement, the Shire of Denmark will:

- a) Insure and keep insured the building and public liability;
- b) Maintain and pay for services to the premises (see clause 8);
- c) Retain a rubbish service to the premises and provide one 240L wheelie bin.

**7. McLean House Availability**

The Shire acknowledges that the DBC will be using the premises exclusively on the following days and times every week;

Monday ..... 12.00pm to 5.00pm

Thursday ..... 8.30am to 1.00pm

Friday ..... 1.00pm to 4.00pm

The DBC may book the premises for any additional times or days. Any bookings outside of the days and hours above will be charged based on the hire fee adopted in the Shire's Fees & Charges Schedule.

For events DBC must notify the Shire at least 30 days in advance to check availability and discuss any requirements for event approval.

McLean House can be hired by other users for commercial and non-commercial use outside the above times listed.

Should the Shire require the building for youth events, such as *Youthfest*, the Shire will provide the DBC with 30 days notice. Shire required use of the facility will override any other user bookings, including the DBC.

## **8. Consumption of Services**

The Shire will monitor the use of services to ensure that consumption is consistent with the use of the premises, taking into consideration other persons that may hire the premises from time to time.

DBC is to ensure that its consumption of services is kept at a reasonable level.

## **9. Appliances**

The Shire is under no obligation to repair or replace any appliances at McLean House, including the free standing oven, microwave and fridge/freezers. Should any appliance stop working, the DBC will notify the Shire and the Shire has discretion to choose whether it will repair, replace or dispose of the item (also subject to budget considerations).

## **10. Denmark Bridge Club Property**

The Shire takes no responsibility for any property belonging to the DBC.

The DBC acknowledges that any property it owns, or is responsible for, that is left in areas available to other users, it does so at its own risk.

## **11. Associated Costs**

- a) In order to comply with its responsibilities and obligations, the Denmark Bridge Club Incorporated will invoice the Shire of Denmark \$16,380.00 per annum (including GST).
- b) For the hire days and times detailed in Item 7, the Shire of Denmark will invoice the Denmark Bridge Club Incorporated \$18,720.00 per annum (including GST).

The invoices for part 11a) and 11b) will be sent and paid by both parties on a quarterly basis.

## **12. Insurance and Indemnity**

### **9.1 Insurance**

DBC will at all times maintain a policy of insurance with a reputable insurer covering the following:

- a) public liability insurance for all DBC activities on Shire of Denmark owned or managed land for all claims to a value of \$10,000,000;
- b) personal injury or death to any DBC members, volunteers or invitees while they are participating in any activities contemplated by this Agreement;

and DBC will provide a Certificate of Currency of each such policy to the Shire of Denmark, upon request.

### **9.2 Indemnity**

DBC indemnifies the Shire and the Minister for Lands in relation to any claim loss damage costs and expenses suffered or incurred by the Shire as a result of, or arising from, DBC's activities contemplated by this Agreement.

## **13. Dispute Resolution**

The parties agree to try to resolve any differences internally in good faith. In the case that a difference persists, they will submit their complaints to the Shire of Denmark's Chief Executive Officer. The decision of the Shire of Denmark's Chief Executive Officer will be considered final.

## **14. Termination**

Either party may elect to terminate this Agreement by giving one months written notice to the other party and the Agreement will end upon the conclusion of the one month notice period.

The Shire reserves the right to cancel any DBC bookings immediately should the venue be required for emergency management purposes.

## **15. Repudiation**

If at any time either party is unable or unwilling to perform their obligations under this Agreement, the non-conforming party can terminate the Agreement.

## **16. Amendments to Agreement**

Amendments to this Agreement can be made by mutual negotiation and consent by both parties.

DRAFT

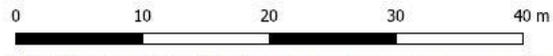
## 17. Signing Page

Executed by the parties as a Deed on the	day of	in the year
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The Common Seal of <b>Shire of Denmark</b> was hereunto affixed in the presence of:	
Affix Seal Here	
_____	_____
Shire President	Chief Executive Officer
_____	_____
Print Name	Print Name

<b>Executed by Denmark Bridge Club Incorporated</b> in accordance with section 127 of the Corporations Act 2001:	
_____	_____
President	Vice President
_____	_____
Print Name	Print Name
<b>Signed</b> in the presence of: }	
_____	_____
Witness Signature	Witness Address
_____	_____
Witness Name	Witness Occupation

## Appendix A – McLean House – EXTERNAL PREMISES (delineated in red)



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Whilst all care has been taken, no responsibility shall be taken for any omissions or errors in this documentation.  
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