

5 PROPOSED RELOCATION OF PAKENHAM TENNIS CLUB TO THE PAKENHAM REGIONAL TENNIS CENTRE

FILE REFERENCE INT2019663

RESPONSIBLE GENERAL MANAGER Tracey Parker

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RECOMMENDATION

That Council:

1. Support the relocation of the Pakenham Tennis Club to the Pakenham Regional Tennis Centre.
2. Enter the draft user agreement.
3. Enter the memorandum of understanding with Aligned Leisure to act on behalf of Council.
4. Agree to amend Aligned Leisure's contract with Council to enable the relocation of the Pakenham Tennis Club to the Pakenham Regional Tennis Centre.

Attachments

- | | | |
|---|--|---------|
| 1 | Proposal from the Pakenham Tennis Club | 3 Pages |
| 2 | Draft Usage Agreement | 7 Pages |
| 3 | Draft Memorandum of Understanding | 3 Pages |

EXECUTIVE SUMMARY

Following a proposal from the Pakenham Tennis Club (PTC) to relocate to the Pakenham Regional Tennis Centre (PRTC) in July 2016, Council provided provisional support on the relocation with the following conditions:

- Four courts be resurfaced to a synthetic surface
- A building extension of 82m²
- The tennis coach (private business) currently operating at the Anderson Street courts will not form part of the relocation
- Development of an operational agreement between PTC and facility management, providing clarity on the costs of the proposed relocation.

Since then, officers have been negotiating the terms of the proposed relocation with the PTC, facility management, and Tennis Victoria.

An MOU was developed to provide direction to the negotiation, and mutual agreement has been reached on an operating agreement.

Officers have received and reviewed a contract variation submitted by facility management for the proposed relocation, and have worked with the PTC to understand their requirements, ensuring the club retains their identity.

BACKGROUND

In July 2016 the PTC approached council in writing with a proposal to relocate from their existing site in PB Ronald reserve to the PRTC. The PTC's proposal included the need for six courts to be resurfaced, a stand-alone pavilion be built and their tennis coach relocate with the club.

Council made a decision that a club now be based at the PRTC. Tennis Victoria recommend either the relocation of a club or establishment of a new club will assist the facility in fulfilling its potential. Council also directed that officers work with the club to consider conditions for a relocation, however a potential relocation would not include the services of a private business (tennis coach).

In November 2017, Councillors supported:

- Four courts be resurfaced from the existing plexipave surface to a synthetic surface; with a minimum of 14 courts required to host two age groups for tournaments
- Space restrictions on the site prevent a stand-alone pavilion, therefore a building extension, at 82m², will include a space for the club, upgrade and improvements to the pro-shop, reception area, and the inclusion of a tournament director's box. The extension would occur to the northern side of the building.

In communication with Tennis Victoria it was highlighted that there were no examples of a tennis club relocating to facility with contracted management. Officers spoke with Tennis South Australia, and received some advice from the City of Playford, who had undertaken a similar project.

Negotiations with the PTC and facility management, shifted to the development of an operational agreement, in line with the conditions outlined above. The development of a memorandum of understanding was undertaken when negotiations stalled. The principles of the MOU underpinned the development of an operational agreement.

Mutual agreement has been reached on the roles and responsibilities of each party and operational requirements. With an increase in the amount of competition now proposed through the relocation, the PRTC will have increased staff hours.

Proposed Operations

Facility management will be responsible for management of coaching, programs, tournaments and events, bookings and administration, kiosk and pro shop. The PTC will be responsible for the administration of inter-club competition including mid-week teams. Facility management will continue to be responsible for all aspects of cleaning, maintenance, marketing and promotion, security, etc., in line with the Major Recreation Facilities Contract 15/01.

Facility management have provided a financial variation that reflects changes to the operation of the centre in line with the conditions of the relocation and the needs of the PTC. A breakdown of the key components has been included in the financial/resource sections.

Usage

The PRTC has seen solid growth in participation since Aligned Leisure commenced facility management in 2016. Membership has increased by over 5% to 326, coaching has increased 75%, up to 245 participants and competition participation has tripled from 20 players to 63 players.

The PTC has provided anecdotal feedback that their memberships have declined from approximately 250 members 10 years ago to 120 current members. PTC's competition teams have also declined from thirteen 13 teams down to 6.

The relocation of the PTC to the PRTC will centralise tennis into the one facility in Pakenham for coaching, competition and tournaments. This delivers a number of positive benefits including less expenditure in facility maintenance, increased use and patronage of the PRTC and reduction of volunteer resources needed by the PTC. It also allows for facilities at PB Ronald Reserve to be repurposed as appropriate.

POLICY IMPLICATIONS

Relocation would make available the parcel of land used by the PTC in PB Ronald Reserve. A master plan for the reserve is currently being developed with an expected draft to be completed in March/April 2020.

RELEVANCE TO COUNCIL PLAN

The proposed relocation of the PTC to the PRTC aligns with the following sections of the Council Plan:

Our People

- 1.2 Access to support services and programs for young people
- 1.4 Improved health and wellbeing for all
- 1.5 Variety of recreation and leisure opportunities

Our Community

- 2.3 Increased levels of community participation

CONSULTATION/COMMUNICATION

Officers have met with parties collectively, representatives from the Pakenham Tennis Club and Aligned Leisure individually, the full club committee, held multiple workshops, met with Tennis Victoria on multiple occasions, and been in communication with Tennis South Australia.

Discussions between the PTC, Aligned Leisure and Council has formed the basis of a draft memorandum of understanding and user agreement that will be signed by the three parties if the proposal is approved.

FINANCIAL AND RESOURCE IMPLICATIONS

The PTC and Council will jointly fund court resurfacing, as per their successful application for the 2016/17 & 2017/18 Community Capital Works Grants Program.

Council has budgeted for detailed design of the building this financial year (2019/20), with allocated for construction of the building extension next financial year (2020/21).

Operational expenses

Aligned Leisure have provided Council with a variation to the existing Major Recreation Facilities Contract 15/01 based on this proposal. Council Officers have worked with Aligned to provide an alternative submission to reduce the cost to Council of the contract variation.

An operational variance at the PRTC is possible through the construction period through loss of income. Officers will work with the Aligned Leisure to limit any potential revenue loss.

CONCLUSION

Council proceed with formal support of the relocation of the PTC to the PRTC based on the attached draft user agreement, memorandum of understanding and Aligned Leisure's contract variation costs. Design of the building extension is to be completed this financial year, with construction to start in October 2020 and completion expected by June 2021. Timelines for court resurfacing will be coordinated with facility management to minimise disruption to the facility.

It is proposed that the Club will completely relocate to the facility after completion of construction to the building and courts (expected July 2021) with the contract variance extending beyond the current contract period into the next contract/extension.

If the proposed relocation is approved the Club has expressed to Council their desire to gradually transition parts of the club across, potentially starting with juniors being relocated ahead of the 2020/21 summer season. Officers will request the club put a formal proposal together including timelines for the relocation and if appropriate will work with the Club to facilitate the move.

Year 1 (starts Oct 2017)

- All junior's to play Saturday comp at PRTC.
- No Court changes to PRTC as yet.
- Dollar amount to give to Aligned leisure from junior membership fee (to be negotiated).
- All money made at PRTC via canteen, proshop etc. on Saturday and Sunday mornings comp to go to Aligned Leisure
- Courts at PRTC to be made available for juniors to train. (Either set times or set courts)
- Council to possibly subsidise this junior relocation
- Financial help from council to start resurfacing the courts at PTC (courts 1 to 4 to be complete by end of year 1 (Oct 2018)
- More people on court (looks better)
- 10 year lease agreement for PTC at Anderson st
- Provides an ability for PTC to grow it's junior membership and enter more teams in BDTA
- Agreement to be put in place for 6 synthetic grass courts and a standalone club house at PRTC

Year 2 (Oct 2018-Sept 2019)

- PTC courts 5 and 6 resurfacing to be finished within year 2
- Mix tournaments to be held between PRTC and PTC (working together junior Club Champs)
- Minimum 2 courts to be changed to synthetic grass at PRTC
- Increase Dollar amount of money from junior membership to aligned leisure (to be negotiated).

Year 3 (Oct 2019-Sept 2020)

- More joint Tournaments to be held during the year
- Members of PTC and PRTC to be included in the Annual club champs event – all senior CC events at PRTC as soon as 6 synthetic grass courts are available
- Joint Open days to help memberships at each facility.
- Building plans for stand-alone clubhouse to be completed and approved by all parties.

Year 4 (Oct 2020-Sept 2021)

- Minimum 2 more courts to be changed to synthetic grass at PRTC (making 4)

Year 5 (Oct 2021-Sept 2022)

- PTC club house finished at PRTC being a standalone club house with some memorabilia and all new juniors' memorabilia to be added to new facility.
- Wednesday night comp to Start at PRTC with money made bar, lights fee, canteen etc on Wednesday night tennis to go to Aligned leisure
- Some Saturday senior competition to start at PRTC an agreement to made with regards to members bar prices eg Member's discount
- Dollar amount of Senior memberships to be paid to PRTC based on ratio of shared time between the two venues (to be negotiated).

Year 6 (Oct 2022-Sept 2023)

- Minimum 2 more courts to be changed to synthetic grass at PRTC (making 6)
- With 6 synthetic grass courts complete at PRTC movement of Tuesday night's social to PRTC with nights takings from bar, lights fee, canteen etc to go to PRTC.
- Aligned leisure to organise tournament and use overflow of the PTC to hold Tournament with up to a total of 24 courts.

Year 7 (Oct 2023-Sept 2024)

- PTC to give Aligned leisure an amount of money from all PTC memberships (to be negotiated)
- Over flow at PRTC used for all PTC senior comp sides from mid-week ladies (Wednesday and Thursday) and Saturdays.
- All memberships to be renegotiated to have an amount from all memberships to go to aligned leisure

Year 8 (Oct 2024-Sept 2025)

- Saturday Seniors to be played at PRTC with all money made via canteen, bar etc on the day to go to Aligned leisure.

Year 9 (Oct 2026-Sept 2026)

- PTC, PRTC and council to decide on the future of Anderson st and whether it can be sustainable continued with Pakenham population being able to keep 12 Synthetic courts and 12 Plexicushion courts going together.

Year 10 (Oct 2026-Sept 2027)

- All PTC Members to play all tennis out of PRTC (the new Pakenham Tennis Club)

Notes:

One reason for 10 year plan it that is the rough life span of a synthetic grass tennis court and therefore less money is wasted in getting our courts done now.

Time to put plans in motion.

Any of the above can be shifted between years it is just a starting point.

Suggestion for year 1 to start at the start of a tennis season. (Dates are just a guide at the moment)

Position for the Stand-alone club house would depend on location of synthetic grass courts.



Facility usage agreement

This agreement is between the Aligned Leisure (Facility Management), (contractor appointed by Cardinia Shire Council) and the Pakenham Tennis Club (Club) (from here on referred to as 'The Parties') and relates to the usage of the Pakenham Regional Tennis Centre (Facility).

This agreement is for the period 1 July, 2019 through 30th June 2022.

The purpose of this agreement is to establish the responsibilities and access of The Parties. Cardinia Shire Council (Council) may contract the management and operation of the Pakenham Regional Tennis Centre to a suitably qualified management company (Facility Management) who will be responsible for all coaching, programs, internal and social competitions and catering (including the liquor license). This may include the delegation of responsibilities within the agreement which does not reduce Council's responsibility for adherence to this agreement.

The agreement is entered into in a spirit of cooperation and partnership between The Parties with the objective of improving the customer experience and growing the sport of tennis in Pakenham.

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1.0 Fees/Charges

- 1.1 The Club will not pay a fee for use of the Facility.
- 1.2 The Club will not be charged for utility usage within the Facility.
- 1.3 The Club will have exclusive access to the social space once each quarter (four (4) times annually), at no charge, pending two months' notice of booking, and availability. Aligned Leisure will provide staff for the function in accordance with Major Recreation Facilities Contract No. 15/01. If the Pakenham Tennis Club wish to hold more than the allocated four (4) functions per annum, they will be required to hire the facility from the facility manager and pay the agreed hire rates.
- 1.4 The Club will not be charged for cleaning and maintenance at the Facility.
- 1.5 The Club will be responsible for paying their affiliation costs with Tennis Victoria
- 1.6 The Club will receive 75% of each and all competition fees. The club has provided Council with an annual financial figure, the 75% of the competition fees that are provided to the club will meet this figure in the first year. After the first year if the competition revenue increases the club receive the additional income, if the competition revenue decreases this will leave a shortfall that the club will need to make up.
- 1.7 Facility Management will receive all income for the centre, excluding 75% of the competition fees as per item 1.6 and any revenue raised by the club during social functions.
- 1.8 Facility Management will retain all other revenue from the Facility.
- 1.9 As per 1.6 75% of the total of competition fees received by Facility Management will be paid directly



- to the Pakenham Tennis Club, monthly, by the 20th day of the following month.
- 1.10 The Club is to provide Facility Management with an invoice each month reflective of the number of competition participants, this must be provided by the end of the first week of the month for payment to be made by the outlined date in 1.9.
- 1.11 Membership fees will be established and reviewed with the club on an annual basis. No changes shall be permitted to this fee without approval from Council.
- 1.12 The Club has thirteen (13) existing Life members and one (1) Member for Life, the names of these members are to be provided to Facility Management. The club can award life membership to a new member every second year, if the club wishes to award more than 1 life membership in this period then Council and facility management must be notified and provide written support. These members will not pay any membership fees to the facility.

2.0 Safety & Risk Management

- 2.1 The Club acknowledges that safety is everyone's responsibility. Where a hazard is identified, Facility Management must be notified as soon as possible, with Facility Management and The Parties taking appropriate steps to reduce the risk of harm.
- 2.2 The Club acknowledges that they will be responsible for complying with emergency and incident management procedures and risk management practices implemented by Facility Management.
- 2.3 Facility Management will staff the centre during operating hours as per 18. Proposed Weekly Schedule, with exception of the mid-week tennis competition (Tuesday – Friday 9am – 3pm)
- 2.4 At least two nominated Club representatives must participate in formal induction to the Facility, delivered by Facility Management. At least one of the nominated representatives must be present at any time the club wishes to access the facility in the absence of Facility Management.
- 2.5 Notwithstanding the above, it is agreed that the Club must ultimately determine whether the premises, are safe for use by the Club. The Council does not warrant that the premises are fit and suitable for the Clubs intended use.
- 2.6 Before commencement of activity the club should assess the playing surface and immediate surrounds to determine suitability for use.
- 2.7 Aligned Leisure will provide a complete first aid kit for the Pakenham Tennis Club to use when the Centre is not open / or staffed. The kit is to be checked and maintained to required OHS requirements by Aligned Leisure.
- 2.8 The Club must have a qualified level 2 first aid officer at the Facility anytime the Club wish to access the Facility when it is not staffed.
- 2.9 The Club will, upon request and notice allow Facility Management to use the clubroom at any reasonable time.

3.0 Facility Usage

- 3.1 Access to courts and the function room will be based on availability. Facility Management will be responsible for the Book-A-Court system reflecting court availability, and will manage all bookings for the function room.
- 3.2 The Club and all Facility members will have priority access to courts.
- 3.3 The first aid room is accessible to all during operational hours. Any requirement by the Club to use either the first aid room or equipment/supplies within it must be communicated with Facility Management. Aligned Leisure will provide a complete first aid kit to the tennis club (as per clause 2.6) will be stored in the tennis club's licensed area and is to be used in the event of injury outside of the centre operating hours.
- 3.4 Facility Management require access to all parts of the Facility for maintenance and emergency management purposes.
- 3.5 Access to the kitchen, manager's office, and staff area of the pro shop/reception is restricted to Facility Management only.

4.0 Court Usage

- 4.1 Members will have access to courts in accordance with their membership benefits pending court availability. Members will have access to the Book-A-Court system for available courts.
- 4.2 Facility Management will accept over the phone and advanced bookings for courts.
- 4.3 Through the building redevelopment design phase, performance of the Book-A-Court system will be investigated to include the option to hire a Synthetic Grass court. Investigation will include implementation of appropriate lighting and development of emergency procedures.



- 4.4 Neither the Club, nor Facility Management have rights over any court surface. Plexicushion and Synthetic Grass courts will be available to everyone. However it is noted that specific courts have been designed for coaching, or as 'show courts', and will they will be managed as such.
- 4.5 The Club will be responsible for scheduling and management of all interclub competition. This process will be undertaken in consultation with Facility Management. Facility Management will provide the PTC with the first option for synthetic court usage during seasonal competition times as per the below. PTC is to confirm with the facility manager season dates and fixtures as soon as possible after they have been confirmed.
- Tuesday – Friday 9am-3pm Mid-Week Ladies
 - Friday 9-3pm Social Tennis
 - Saturday 7:30am – 12pm Junior Competition
 - Saturday 1pm - 6pm Senior Competition
 - Sunday 8:30am – 12pm Senior competition
- 4.6 Facility Management will be responsible for all other programming, including, but not limited to, the scheduling and management of all tournaments and internal/social competitions. This process will be undertaken in consultation with the Club.

5.0 Access / Keys

- 5.1 Facility Management will be responsible for the key/access system in place at the Facility.
- 5.2 Keys will be requested by, and signed out to Facility Management, including Club keys, accessing the Club's room.
- 5.3 Facility Management must provide Council a key register with the names and contact details of all persons allocated keys, including the Club.

6.0 Affiliation & Insurance

6.1 Affiliation

- 6.1.1 The Club will remain Incorporated under the Association Incorporation Act and will administer in accordance with the Act.
- 6.1.2 The Club will remain affiliated with Tennis Victoria.
- 6.1.3 Facility Management will continue to pay affiliation fees to Tennis Victoria, separate to the Club's affiliation fees.
- 6.1.4 Neither Council nor Facility Management provide insurance for personal and Club belongings, money and private property brought onto the premises.

6.2 Proof of Insurance

- 6.2.1 Before the agreement commences and whenever requested in writing (annually upon renewal) the Club shall produce evidence to the satisfaction and approval of Council of insurances effected and maintained. The Pakenham Tennis Club is to have a minimum of \$20,000,000 for public liability insurance.

6.3 Notices of Potential Public Liability Claims

- 6.3.1 Incidents arising out of the activities or actions of the Club involving either Personal Injuries or Property Damage should be reported to facility management and the Tennis Australia Insurer.
- 6.3.2 The Club shall as soon as practicable inform the Council in writing of any occurrence that might give rise to a claim. The Club shall keep the Council informed of subsequent developments concerning the claim.
- 6.4 **Annual Report** – as part of the clubs operations it will submit an annual report of club outcomes to the Centre, as part of its Incorporation requirements.

6 Theft and Vandalism

- 7.1 Council insurance which covers the pavilion at the Pakenham Regional Tennis Centre does not cover contents of the building. The Club must have their own insurance for such purposes relating to loss or damage to any property within buildings, belonging to the club.
- 7.2 Council shall not be responsible for any loss or damage sustained by the Club, for any person, firm or corporation entrusting to or supplying any article or thing to the Club, by reason of any such article or thing being lost, damaged or stolen. The Club shall indemnify Council against any claim by any such person, firm or corporation in respect of such article or thing.
- 7.3 Any act of vandalism resulting in damage to facilities under the control of Facility Management will be the responsibility of Facility Management and the Council to address. Council may seek compensation from the Club for any wilful acts of vandalism by the Club.



7 Building, Alterations, Additions, Modifications

- 8.1 No work of any kind is to be undertaken on the building without prior approval from Council. Should the Club wish to undertake any works they must first provide relevant plans and permits and obtain written approval from Council. Please note should the Club undertake unauthorised works Council may require these works to be removed or satisfactorily completed at the Clubs expense.

8 Car Parking

- 9.1 Car parking is to occur within designated parking areas only.

9 Codes of Conduct

- 10.1 Alcohol will not be consumed outside licensed areas/times at the venue. Intoxicated persons will not be granted admission. It is the responsibility of Facility Management to ensure all legal requirements of the public liquor laws are upheld in relation to all functions onsite.
- 10.2 Equipment must be maintained in good condition. Replacement of equipment damaged through misuse will be the responsibility of which party is responsible for the equipment.
- 10.3 The facility encourages access to all groups. Any individual or group, which through their behaviour limits the enjoyment of other users, will be asked to leave the facility.
- 10.4 Facility Management will be required to document a behaviour code for officials, spectators and players, and to display this within the venue and provide copies to all relevant persons. All participants using the facility must abide by this code.
- 10.5 Animals (with the exception of guide dogs) may not enter the court playing surface or the pavilion.
- 10.6 Smoking is not permitted in all Council facilities. Facility Management are required to enforce this on behalf of Council through appropriate actions and signage.
- 11.1 No activity is to be conducted at the facility which contravenes the rules and/or guidelines of Cardinia Shire Council. The Club are to abide by any decisions of Council in relation to use of the facility.

10 Cleaning

- 11.1 Facility Management is responsible for cleaning the venue and removal of rubbish both inside and surrounding the facility on each day of use.
- 11.2 The Club is responsible for cleaning and maintaining the Club room to a suitable standard.
- 11.3 Council will conduct audits and inspections randomly to assess the cleanliness of the facility and the Club may be directed to undertake further cleaning work if the Club room has not been maintained to a suitable standard.

11 Maintenance

- 12.1 All maintenance responsibilities for the Facility are outlined in Facility Management's existing contract for management. Maintenance responsibilities will be allocated in accordance with the existing contract, and will either be completed by Facility Management or Council.
- 12.2 If any of the maintenance work required (including asset repair and replacement) is a result of negligence of the Club, the Club will be responsible for the cost of such maintenance.
- 12.3 Maintenance requests issued by the Club should be prompt and in writing to Facility Management as agreed.

12 Marketing and Fundraising

- 13.1 The Council must be consulted on all promotional and fundraising activities occurring at the venue. The Council shall have the power to approve such events. Such events must not compete or conflict with any activities provided by Facility Management.
- 13.2 Facility Management is responsible for upholding all branding and presentation guidelines, and therefore will be responsible approving any marketing or promotional material in the Facility. Council will work with the Pakenham Tennis Club and Aligned Leisure to develop a suitable footer that incorporates all logos.



13 Programming

- 13.21 Facility Management and the Club are to provide tennis activities for the mutual benefit of the community. Where there may be overlap of programs or services Council will provide direction to make sure that there is no duplication and competition.
- 13.22 The Club is responsible for;
- Club competition
 - Club training days / events
 - Fundraising for the Club
- 13.23 Facility Management is responsible for;
- Coaching services for all standards of play
 - Facilitating internal tennis competitions
 - Facilitating tournaments
 - Social, (inclusive) participation and competitions
 - Hosting affiliated and approved tennis tournaments and events for the region
 - Permitting external organisations to run tennis events at the centre with approval from the Club, on a case by case basis.
 - School and Inclusive programming
 - Other affiliated programs as approved including Cardio Tennis and Hot Shots

14 Communication

- 14.21 Facility Management and the Club shall work co-operatively to promote activities. The Club will use the digital display for promotional literature. All hard copy print (brochures, posters, newsletters, etc) require the approval of Facility Management before being erected in the Facility and must be contained to designated areas.
- 14.22 The Club must provide updated contact details of committee members following their Annual General Meeting every year to Council.

15 Café Operation

- 15.21 Facility Management shall work co-operatively ensuring kiosk / Café services are available as required to support the activities and events conducted at the Facility.
- 15.22 Facility Management will support Club activities where the café service is required including interclub competitions and other scheduled Club events.
- 15.23 Facility Management will continue delivering food services in accordance with the Food Act 1984 (Vic) and reflect the principles of the Healthy Choices policy guidelines for sport and recreation centres.



16 Change of Conditions

16.21 Council reserve the right to change any of the conditions of this agreement and will discuss the changes with Facility Management and the Club.

17 Proposed weekly schedule

Proposed new schedule			
Day	Program	Time	Courts
Monday	Junior team hit (PTC) Coaching (PRTC) Monday Fast 4 (PRTC)	4-8pm 3:30-8pm 6:30-9pm	2-6 4 6
Tuesday	Mid-week ladies doubles Junior team hit (PTC) Coaching (PRTC) Social comp	9am-3pm 3:30-8pm 4-8pm 7-9pm	8-10 2-6 4 6
Wednesday	Mid-week ladies tennis (PRTC) Outlook WGTA Doubles comp Wednesday night doubles	9am-3pm 1-2pm 7-9pm 7-9pm	8-10 2
Thursday	Mid week ladies tennis (PTC) Junior team hit (PTC) Coaching (PRTC)	9am-3pm 3:30-8pm 4-8pm	2-6 4
Friday	Mid week ladies tennis Junior team hit (PTC) Coaching (PRTC) Match Play Competition Adult Social Tennis (Terms 1 & 4)	9am-3pm 3:30-7pm 4-7pm	8-10 2-6 4 4
Saturday	Junior comp Coaching Senior Comp Winter Pennant	7:30am-12pm 8:30am-12pm 1-6pm 12:30-5pm	12 4 6
Sunday	Junior comp Berwick & District Tennis Association (Representative)	8:30am-12pm	12 <16

The proposed weekly schedule has been created as an interim schedule, assisting with the initial transition. It is expected the schedule will change each season, and is subject to change within the first season (for tournaments, competition, etc). The schedule takes into account current programming and current operations.

The Club is responsible for;

- Club competition
- Club training days / events
- Fundraising for the Club

Facility Management is responsible for;

- Coaching services for all standards of play
- Facilitating internal tennis competitions
- Facilitating tournaments
- Social, (inclusive) participation and competitions
- Hosting affiliated and approved tennis tournaments and events for the region
- Permitting external organisations to run tennis events at the centre with approval from the Club, on a case by case basis.
- School and Inclusive programming
- Other affiliated programs as approved including Cardio Tennis and Hot Shots



18 The Club

18.21 The focus of the club will be;

- Creating a social atmosphere within the facility and club house
- Volunteer support for tournaments and events
- Member liaison with Facility Management
- Fundraising and support for benevolent causes such as player subsidies for fees, uniforms, tournaments, trips, etc.
- Maintaining club history records

19 Signature Page

19.21 This usage agreement is executed by the Parties on the date specified in the agreement period above.

SIGNED on behalf of ALIGNED LEISURE)
in the presence of:)

.....
Group Operations Manager

.....
Witness

SIGNED on behalf of the PAKENHAM)
TENNIS CLUB in the presence of:)

.....
Pakenham Tennis Club President

.....
Witness

SIGNED on behalf of the Cardinia)
SHIRE COUNCIL in the presence of:)

.....
Council Officer

.....
Witness

Pillars of Agreement (Memorandum of Understanding) for the Pakenham Tennis Club and Aligned Leisure

Aligned Leisure act on behalf of Cardinia Shire Council through a management contract for the group of leisure facilities known as Cardinia Leisure Facilities.

The terms of the Facility Management contract ensure the facilities are managed in accordance with Council service requirements and industry best practice. Pakenham Regional Tennis Centre is a part of this contract and group of facilities.

The parties, Aligned Leisure (Facility Management), and the Pakenham Tennis Club (Club), agree to uphold and work to the following values in maintaining a positive working relationship, which is mutually beneficial to all parties and to the sport of tennis:

Customer Service - Both parties will strive to maintain a high value of Customer Service by:

- Supporting club participants in their goals
- Growing the sport of tennis for all in the club and region
- Making available court access that promotes positive priority outcomes for the Club and Facility Management.

Risk Management - The Club will adhere to Facility Management direction and play their part in the management of risk, keeping the premises safe and providing the best possible environment for participating in Tennis activities.

Agreement Outcomes - Club outcomes are important to this agreement. This relationship will seek out strategies that support and sustain the Club into the future.

Membership – is available to all users. Interclub competitors (known as club members) will hold a joint club/facility membership. All other participants have the option of a facility membership.

- Club members will agree to their personal information being shared between the Club and Facility Management.
- Membership information will be collected and securely stored by Facility Management.

Promotion / Marketing – Facility Management will lead promotion, and work with the Club ensuring the identity of the facility and the Club are promoted in a mutually beneficial manner complying with contract expectations and promote the sport of tennis in the Cardinia community.

Financial – the Club will generate revenue through an agreed percentage of club competition fees.

Court allocation – Pakenham Tennis Club will receive priority for court allocations for the synthetic surface as per 4.5 in the Usage Agreement. Facility Management will ensure the club can conduct all club activities.

- The club is to communicate with Facility Management regarding court needs, providing at least two months' notice, of court booking requirements.
- Additional scheduling needs are to be assessed by Facility Management and the Club, based on availability.

Programming – Facility Management and the Club are to conduct tennis activities and events that mutually benefit the sport.

- Programming of activities and events are to reflect current and identified needs and participation trends.
- Facility Management will permit casual book-a-court bookings by club members via phone and in advance.
- The Club will be responsible for all programming associated with interclub competition
- Facility Management will be responsible for all other programming; including coaching, hot shots, cardio tennis, social competitions, etc.

Communication – Facility Management and the Club will agree to a schedule of meetings, to discuss programming, competitions, the facility, etc.

Pakenham Tennis Club:

- Will be provided a clubroom, distinct from the main facility, however connected via internal access.
- May have access to their clubroom independent of the centre management.
- Will have access to common BBQ facilities and ensure they are clean after use.
- Will invite Facility Management to any PTC committee meetings, and provide an agenda as required.
- Will raise with Cardinia Shire Council any issues that are not able to be resolved between the Club and Facility Management.
- Will ensure that Club areas/facilities are cleaned to facility expectations
- Will adhere to smoking, liquor licence consumption and service, sun smart and other rules, legislation and regulation enforced at the facility.
- Will provide access to facilities if requested and pre-arranged by Facility Management.
- Will adhere to the Facility Management's code of conduct, and enforce the code of conduct at all Club activities
- Will seek fundraising opportunities to generate additional revenue. All fundraising activities require approval from Facility Management.
- Support inclusive access within Club activities.
- Will encourage competition players to participate in the centre's coaching program.

Facility Management;

- Will deliver all coaching activities at the facility.
- Will invite the Club to attend any Facility Management meetings, and provide an agenda as required.
- Acknowledge that the Club is the only club/representative team that will operate from the facility.
- Will provide access for the Club to allocated facilities and amenities.
- Support inclusive access within Facility Management activities.

- Will engage with the club to maintain a positive relationship through agreed communication channels.
- Will work together with the Club to develop participation pathways for all tennis participants / users.
- Support the Club to preserve and grow the Club’s identity within the facility.
- Will work with the Club to develop an agreed code of conduct for all users, and enforce the code of conduct at all Facility Management activities
- Will encourage coaching participants to participate in Club interclub competitions
- Will continue to fulfil their contractual obligations regarding the operation, maintenance, promotion and management of the facility.

Dispute Resolution

- In the event of a dispute arising, all parties will work constructively and in a spirit of goodwill, to resolve the issues.
- If necessary, Cardinia Shire Council can act as a mediator between parties to reach a resolution.

Variations to MOU

- Variations to the MOU may be requested by either party at any time / annual review providing the proposed variation is given in writing to the Cardinia Shire Council beforehand for approval.
- A minimum two weeks’ notice must be provided for a meeting to discuss the proposed variation and its acceptance.

Aligned Leisure, (Facility Management, appointed by Cardinia Shire Council) and the Pakenham Tennis Club accept the terms of this Memorandum by signing the same onday of

Signed on behalf of: **Pakenham Tennis Club**

by:.....

Signature:

Position:

Signed on behalf of: **Aligned Leisure**

by:

Signature:

Position: