

DATED

25th

DAY OF

MARCH

1999

MANLY COUNCIL

AND

NORTH STEYNE SURF LIFE SAVING CLUB INC

DEED OF LICENCE



**Manly Council
1 Belgrave Street
MANLY NSW 2095**

Tel: 9976 1500

LICENCE AGREEMENT BETWEEN MANLY COUNCIL
AND NORTH STEYNE SURF LIFE SAVING CLUB INC

PREAMBLE

Manly Council is the statutory authority having care control and administration over Manly Beach extending from Queenscliff to South Steyne. Situated along this beachfront there are three Surf Pavilions, Queenscliff, North Steyne and Manly that are managed by Council as community buildings available for a wide range of community uses but with a special priority of use being given to the Surf Life Saving Clubs that occupy the respective buildings.

Council and the Surf Life Savings Clubs have for many years and will continue to work co-operatively together keeping Manly's Beaches safe. Further to this Council also acknowledges the varying degrees of financial input into the Pavilions by the respective Life Saving Clubs in previous years and confirms that this does not confer on these Clubs any legal ownership or equity rights to the respective Pavilions.

These Surf Pavilions are managed by Council for and on behalf of the Community of Manly as community assets.

The purposes of these licence agreements is to clarify the roles and responsibilities of the Surf Life Saving Clubs and the basis of their occupancy of exclusive and shared use areas within each Pavilion. It should also be understood that Council has resolved to give priority to the needs of its Beach Inspector/Lifeguard Service throughout this process and that a communication strategy be established to enhance the Club's and Council's present and future liaison.

A. RECITALS

- A.1 Manly Council is the Trustee of the North Steyne (D500078) Reserve trust and is the statutory authority having care control and administration over Manly Beach extending from Queenscliff to South Steyne and including that area of the beach upon which the North Steyne Surf Pavilion is constructed and from which the Club's activities operate.
- A.2 North Steyne Surf Life Saving Club Inc is a duly constituted Club providing Surf Life Saving and other facilities for the general public at North Steyne Beach.
- A.3 The North Steyne Surf Pavilion is presently occupied by North Steyne Surf Life Saving Club Inc. and is generally referred to in this licence agreement as "the Pavilion".

1.0 GENERAL

- 1.1 The licence is between Manly Council (hereinafter called "the Council" and North Steyne Surf Life Saving Club Inc (hereinafter called "the Club").
- 1.2 The licence is for a period of 10 years commencing 17th March, 1999 and expiring on 17th March, 1999.
- 1.3 The Club shall have the right to renew this licence for one additional term of 10 years commencing on 17th March 2009. If the Club wishes to exercise this option it shall give not more than 6 nor less than 3 months notice in writing to the Council. The renewed licence agreement shall be in the same form as this present agreement and shall be executed by all parties prior to the expiry of this agreement
- 1.4 The purpose of the licence is to clarify the roles and responsibilities of the Club and Council and the basis of exclusive use of specified areas within the Pavilion.
- 1.5 The Council provides club facilities and other forms of assistance/support detailed in this licence in recognition of the community service the Club provides.
- 1.6 That the Council consult the Club on any changes to the use of the building or proposes any extensions.

2.0 USE AND OCCUPATION

- 2.1 The Club is permitted to enter upon or use for the purposes of conducting Surf Life Saving Activities in the Pavilion. These activities are:
 - a. Administration and organisation of the provision of qualified surf patrol on weekends and public holidays over the period specified by: Surf Life Saving Sydney Northern Beaches Inc.
 - b. The development and training of current and future members of North Steyne Surf Life Saving Club Inc. in life saving and first aid techniques.
 - c. Provide life saving awareness and training to schools and public organisations.
 - d. The provision of equipment and facilities to allow members to train and develop their physical attributes so as to represent North Steyne Surf Life Saving Club or Surf Life Saving Association.
 - e. Provide an administrative and training organisation and club facilities allowing members, particularly youth, to congregate and thus, mature and develop in relation to Surf Life Saving and water safety facilities and sports generally.

- f. Organise fund raising activities which will directly provide improved facilities, improved equipment and opportunities for members otherwise unavailable without financial assistance.
- g. Develop community awareness of safe surfing techniques.
- h. Assist public groups where possible with facilities, members and opportunities that they may not have available to their organisations.
- i. Storage and display of Club memorabilia and historical items.

2.2 No residential facilities shall be provided nor shall any person be permitted to reside in the Pavilion other than for a temporary purpose, including but not limited to visiting Surf Lifesaving Clubs and teams, subject to prior Council approval.

2.3 No commercial activity is permitted within or outside the premises without specific prior approval from Council. Further that any such application and consideration shall take into account zoning requirements, heritage issues and Council's Beach Management Policies. Dialogue at an early stage of planning is required.

2.4 The areas for exclusive use by the Club are:

Promenade Level

- Club Room on 1st Floor
- Club Room balconies
- Captains Office (beach side north)
- Secretary's Office (south west corner of hall)
- Nipper Office (Beach side South)

Beach Level

- Gymnasium
- Nipper Storage Rooms
- Member change rooms
- Patrol Room
- Open Space – bottom of stairs & beachfront

Boat Sheds

- North Promenade Level
- South Promenade Level
- South beach level (IRB Shed)
- North beach level

(See Schedule 1 for detailed floor plan highlighting these areas)

2.5 The areas that are shared between Council and the Club are:

- Male & Female Toilets in hall
- Hall storage room
- Public Hall
- Public Hall kitchen
- Hall balcony

(See Schedule 1 for detailed floor plan highlighting these areas)

2.6 The Club may not sub-let or hire out any of its exclusive use areas without the prior consent of Council, even for that of a temporary nature.

3.0 SURF PAVILION MANAGEMENT

1.3 Council will directly manage the Pavilion, with the exception of the exclusive use areas outlined in 2.4, as a Community Facility to be used for a wide range of community uses, with special priority as detailed in Council's facility Management System being given to the North Steyne Surf Life Saving Club Inc.

4.0 HALL HIRE

4.1 The Club will comply with the Management System for hire of Council's Community Centres/Halls when using the shared areas of the Surf pavilion. The conditions of use for the Club under this management system are detailed below:

- a. North Steyne Surf Life Saving Club Inc. is allocated the use of the public hall and associated facilities every Saturday and Sunday and public holiday from 8:00 am to 6:00 pm during the summer season and on Sundays for the remainder of the year round until 1:00 pm.
- b. Only by special arrangement with Council and the Club is it possible for outside hirers to use the above facilities during the times specified.
- c. Where hirers require access to the public hall earlier than 6:00pm on weekends and public holidays during the season, this is to be approved by the Club.
- d. The Club is entitled to one (1) Friday or Saturday night pre-booked function per month and an additional three (3) nights to cover special functions.

- e. Any such booking can be made up to twelve (12) months in advance.
- f. A tentative booking can be made by telephone, however the booking will not be considered confirmed until application has been received in writing from a member of the Executive of the Club.
- g. If within two (2) weeks of any date no booking has been made for that facility by a member of the public, the Club may book the facility for that date, regardless of any other bookings they may have that month.
- h. If the Club hires the public hall then the Club has until 11:00am the following day during the season to clean the interior of the facility (hall), or 8:00am at any other time and until 9:00am to clear any mess from the area around the building accessible to the public.
- i. If the Club hires the public hall and the cleaning is not completed before these times, it will be done by Council and the Club will be billed for this service, the Club will be responsible for any repairs and damages other than normal wear and tear that occurs during their hire of the hall. Failure to honour these repayments within four (4) weeks of notification will result in forfeiture of future rights to hire the public hall at not charge.
- j. Should someone other than the Club hires the public hall and the cleaning is not completed then the Club reserves the right that a member of the executive may judge that the hall is not in fit state of cleanliness for use by the Club during its permitted use. The Club will first make contact with a Council officer and if Council is unable to rectify the state of the hall within a reasonable time, the Club shall be reimbursed for any cleaning costs required to clean the hall to a fit state. Such costs are to be at the same rate as charged by the Council.
- k. Council will to the best of its ability ensure that there is no access to Club exclusive area by hall hirers.

5.0 MAINTENANCE AND CLEANING

5.1 The Club is responsible for the following:-

- a. Keeping clean and tidy the following exclusive club areas:



Promenade

- Club Room on 1st Floor
- Club Room balconies
- Captains Office (beach side north)
- Secretary's Office (south west corner of hall)
- Nippers office (beach side south)

Beach Level

- Gymnasium
- Nipper Storage Rooms
- Member change rooms
- Patrol Room
- Open Space – bottom of stairs & Beachfront

Boat Sheds

- North Promenade Level
- South Promenade Level
- South beach level (IRB Shed)
- North beach level

(See Schedule 1 for detailed floor plan highlighting these areas)

- b. Ensuring that all surfcraft equipment is stored in the appropriate area in an orderly manner. The Club must establish and maintain a priority system for the storage of Life Saving equipment. High priority is to allocate to the Club's Life Saving equipment and the lowest priority to members personal equipment.
- c. Electricity, telephone and other charges for exclusive club areas. Such charges must be examined independently with a view to correct apportionment.
- d. Assisting in the general security of the Pavilion.
- e. Security and maintenance of the Club's exclusive use areas excluding electrical, plumbing and structural works.
- f. That all club members vacate the Surf Pavilion premises by 10:00 pm weekdays and weekends outside of the season so the building can be secured by Council's cleaner and on weekends during the season the Surf Club is responsible for securing the premises by 10:00pm other than when the Surf Pavilion is booked for a private function.

- g. Co-operating in keeping shared areas clean and tidy during and after use by the Club.

5.2 The Council may at any reasonable time during licence term upon seven (7) days notice enter and view the state of repair of these exclusive club areas.

6.0 BUILDING IMPROVEMENTS

6.1 Council will discuss with the Club any ideas and proposals for further development of the Pavilion having regard to merit of the proposal, adherence to architectural and design principles and Council's financial limitations. Dialogue at an early stage (ideas stage) is required. Should it be agreed that further development is appropriate, then Council as the consent authority will lodge all necessary applications.

6.2 No alterations or additions of any kind shall be undertaken by the Club or the Council without prior consultation .

7.0 LIABILITY INSURANCE AND RISK INDEMNITY

7.1 The Club is to effect and maintain all risks and public liability insurance policy to the value of at least \$10 million to be reviewed annually any one claim for the areas of exclusive use by the Club. The policy shall name the Club as the insured and include the interests of the Manly Council as Manager of the premises, a copy of this policy must be forwarded to Council annually.

7.2 Council acknowledges the historical significance of Surf Club memorabilia and requires that the Club accept risk and responsibility for these collections, especially in public areas. Further, that the display of this memorabilia should not in any way restrict the usage and hire of the Public Hall or pose any safety risk to users of the facility.

7.3 The Club agrees to indemnify the Council to the full extent permitted by law from and against all actions, claims, demands, losses, damages, costs and expenses for which the Council may be or become liable in respect of or arising from –

- a. the negligent use, misuse, waste or abuse of the water, gas, oil, electricity, lighting, air conditioning, drainage, sewerage or other services or facilities of the Pavilion by,
- b. overflow or leakage of water (but having origin within the Pavilion) in or from the Pavilion or fire in or emanating from the Pavilion

caused or contributed to by any negligent act or omission on the part of,

- c. loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the negligent use or occupation of the Pavilion by, or
- d. loss, damage or injury from any cause whatsoever to property or person within or outside the Pavilion occasioned or contributed to by any other negligent act or omission of,

the Club or any servant, agent, contractor, consultant, sub-tenant, invitee, licensee or other person using the Pavilion or otherwise claiming through or under the Club.

7.4 This indemnity shall be limited to a claim arising out of any use authorised by the Club. An authorised use shall be one which the Club or its Executive or Management Committee or any Officer of the Club has authorised or any usage of the Pavilion to whom the Club or any one of the above has issued a key to the Pavilion.

7.5 In making any claim pursuant to this clause both parties shall act reasonably and in good faith.

8.0 BEACH MANAGEMENT

8.1 Surf Life Saving Incentive Scheme the current requirements of which are as follows:

The Club is required to mount beach patrols on weekends and public holidays from October to April as per the Surf Life Saving Sydney Northern Beaches Inc. requirements. Council's professional Beach Inspector/Lifeguard Service is responsible for the overall management of the beach and will liaise and offer guidance to the Club's patrols. Council supports the Club by providing financial assistance in the form of the Surf Life Saving Incentive Scheme. Requirements of this scheme are as follows:

- a. Patrol Strength and Seniority. The patrol strength required as set by Surf Life Saving Sydney Northern Beaches Inc., but, four of whom must be surf bronze holders and include two senior surf bronze holders. These patrols are monitored by Council's Beach Inspector/Lifeguard Service.
- b. Patrol Hours and Days. The patrol hours and days will be in accordance with those set down by Surf Life Saving Sydney

Northern Beaches Inc. Any changes to these hours due to surf or weather conditions must be discussed with Council's Beach Co-ordinator or his/her representative prior to their implementation.

- c. The subsidy payment will be determined by Council during its budget process and allocated to the Club twice yearly on the basis of 50% in December/January and 50% in April/May of each year.

8.2 Sharing of Surf Life Saving Equipment and Other Resources

- a. Public Address System: Can be used for Beach Management purposes after consultation with Council's Beach Inspector/Lifeguards.
- b. Surf Life Saving Equipment: The Club is responsible for the provision and maintenance of Surf Life Saving Equipment to certain standards as set down by Surf Life Saving Sydney Northern Beaches Inc. In case of emergency Council's Surf Life Saving equipment will be made available for usage by the Club.

8.3 Beach Management

The ultimate responsibility for beach management is held by Council's Beach Inspector/Lifeguard Service.

- a. Flagged areas will be determined by the Beach Co-ordinator or his/her representative daily wherever it is considered necessary in the best interest of public safety and beach management. The Beach Co-ordinator or his/her representative will also determine if there is no safe swimming area and ensure that flags will not be erected and signs advising the public of the closure of the beach for swimming are placed in suitable positions along the beach.
- b. On weekends and public holidays during the patrol season the Beach Co-ordinator or his/her representative will advise the Surf Life Saving Patrol Captain on the location of the flagged areas prior to the patrol setting up their patrol area.
- c. On weekends and public holidays during the patrol season the Club will patrol their own beach zone. Council's Beach Inspector/Lifeguard Service will actively support and patrol this area in co-operation with the Club patrols.

8.4 Beach Events

- a. The Club may conduct Surf Carnivals and surf life saving beach events only with the prior approval of Council. These events will be approved only if they comply with the beach event policy and all applicable fees will be waived as per Council Policy. Written notification of any beach events is required to be forwarded to Council well in advance.

9.0 ADVERTISING

- 9.1 Council does not permit any advertising from public buildings, however in recognition of the service the Club provides that it be permitted to display sponsorship and advertising on the Surf Pavilion during:

- a. Season patrol hours
- b. Official club functions and bookings
- c. Special Events organised by the Club
- d. Any other time with the prior approval of Council

Further that this sponsorship and advertising will not be affixed permanently to the building and should be of an appropriate size and nature; not involve alcohol or tobacco sponsorship; and to be approved by Council's General Manager or his/her designated officer.

10.0 STATUTORY REQUIREMENTS

- 10.1 The Club will at all times comply strictly with the requirements provisions or conditions of any plan of management prepared under the Crown Lands Act 1989 should the Pavilion or any part of it be erected upon land which is a Crown Public Recreation Reserve administered by the Council or to which the Local Government Act 1993 and/or the Crown Lands Act 1989 have application for Community Land and Crown Land respectively. In respect of any such Plan of Management whether prepared by the Council or any other statutory authority Council will provide to the Club a copy of that Plan of Management or Policy Document and the Club shall adhere thereto.

11.0 COVENANTS BY CLUB TO BIND MEMBERS

Where in this Agreement it is provided that the Club covenants promises agrees or undertakes to perform some act or do some thing or refrain from doing or carrying out some act or thing then such covenant promise agreement or undertaking shall be read and construed as including a provisions that the Club will use its best endeavours to ensure that all of its members employees agents

contractors invitees and licensees perform the act or thing or refrain from doing or carrying out the act or thing respectively.

12.0 MAINTENANCE AND REPAIRS OF PAVILION

12.1 The Council must:-

- a. maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and the floors (except in exclusive use areas of the Club clause 2.4) of the Pavilion and must fix structural defects;
- b. maintain premises in a structurally sound condition; and
- c. maintain essential services.

12.2 The Club must otherwise maintain the Pavilion in its agreed condition and promptly do repairs needed to keep it in that condition but the Club does not have to:

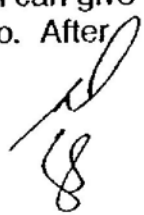
- a. Alter or improve the Pavilion; or
- b. fix structural defects; or
- c. repair fair wear and tear.

12.3 The Club must also:

- a. reimburse the Council for the cost of fixing structural damage caused by the Club, apart from fair wear and tear;
- b. decorate the inside of exclusive use areas of the Pavilion in the last 3 months of the license period (however it ends). Decorate here means restoring the surfaces of the Pavilion in a style and to a standard of finish originally used e.g. by repainting.

12.4 If an authority requires work to be done on the Pavilion and it is structural work or work needed to make the Pavilion safe to use then the Council must do the work. If any such work is required as a result of usage changes requested by the Club then the Club shall meet the cost of such repairs.

12.5 If the Club fails to do any work that the Club must do the Council can give the Club a notice in writing stating what the Club has failed to do. After the notice is given the Club must;



- a. do the work immediately if there is an emergency; and
- b. do the work promptly and diligently in any other case.

If the Club does not do the work, the Council can do it and the Club must reimburse the Council for the costs of the work.

- 12.6 The Club must not make any structural alterations to the Pavilion. Any other alterations require the Council's consent in writing (but the Council cannot withhold consent unreasonably).

13.0 COMMUNICATION

- 13.1 In order to enhance Council and Club liaison, the Club is required to participate in the following Communication Strategy:

Special Events:

- Council will provide the Club with the details of any Special Events staged in and around the Ocean Beach.

Maintenance:

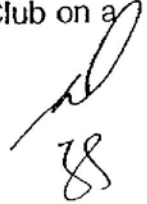
- The Club will report maintenance matters to Council as they arise with quarterly inspections being attended by representatives from both parties.

Beach Management

- Representatives from Council's Beach Management Team will meet with Club representatives a minimum of three (3) times per annum; once prior to season commencement, once half way through the season and once at the end of the season.

Hall Bookings:

- Hall Hire bookings will be forwarded to the Club on a Weekly basis.
- Permanent bookings will be forwarded to the Club on a monthly basis.



General:

- Future permanent bookings will be notified to the Club.
- Council's Service Planning and Commissioning Directorate will consult the Club on issues that may involve them.

14.0 COVENANTS APPLICABLE TO THE DEPARTMENT OF LAND AND WATER CONSERVATION

- 14.1 The Club shall indemnify the Minister and the Council in respect of any claim which may arise out of the club's use and/or occupation of the area.
- 14.2 This licence is subject to the provisions of the Crown Lands Act 1989, including Section 109 of that Act.
- 14.3 The Club shall not sublet, assign or otherwise deal with the demised premises without the consent of the Council and the Minister. A licence is not transferable Section 48 Crown Lands Act, 1989.
- 14.4 The Club shall indemnify and keep indemnified the Council and the Minister against all actions, suits, claims, debts, obligations and other liabilities during the continuation of the licence and further, the Club shall take out a public risk insurance policy with a reputable insurance office approved by the Council in the names of the Club, the Council and the Minister assuring them against such of the said matters as can be assured against in such office in the sum of not less than ten million dollars (\$10,000,000) and shall produce at any time when required by the Council or the Minister the last renewal receipt for payment of such premium thereon.
- 14.5 Each licence document shall be accompanied by a diagram which will enable the licenced area to be readily identified.

15.0 PARKING

That vehicles sanctioned by the Club be permitted onto the reserve whilst loading and unloading Surf Life Saving Equipment or other associated tasks during:

- (a) Season patrol hours
- (b) Official Club functions and bookings
- (c) Special events organised by the Club.

Further that:

- these parking arrangements are to be kept to the absolute minimum.
- the Club must respect members of the public and public access at all times.

Definitions:

"Summer" or Summer Season or "Season" refers to the duration of the patrolled season, that being from the beginning of the September school holidays until Anzac Day 25 April the following year.

"The Club" refers to the North Steyne Surf Life Saving Club Inc. mentioned in licence agreement clause.

"Surf Pavilion" refers to North Steyne Surf Pavilion.

THE COMMON SEAL of MANLY COUNCIL
Was affixed hereto on the 29th day of
MARCH 1999 1999 by authority of a
resolution of the Council passed at a duly
convened meeting held on 15-3-99

Mayor

General Manager

THE COMMON SEAL of NORTH STEYNE SURF
LIFE SAVING CLUB INC was affixed hereto on
the 19th day of Jan 1999 by
authority of the Executive in the presence of



SCHEDULE 1

NORTH STEYNE SURF PAVILION

SHARED FACILITIES



North Steyne Surf Life Saving Club and Council Hall Hire



North Steyne Surf Life Saving Club and Council Beach Inspectors



GENERAL PUBLIC

EXCLUSIVE USE AREAS



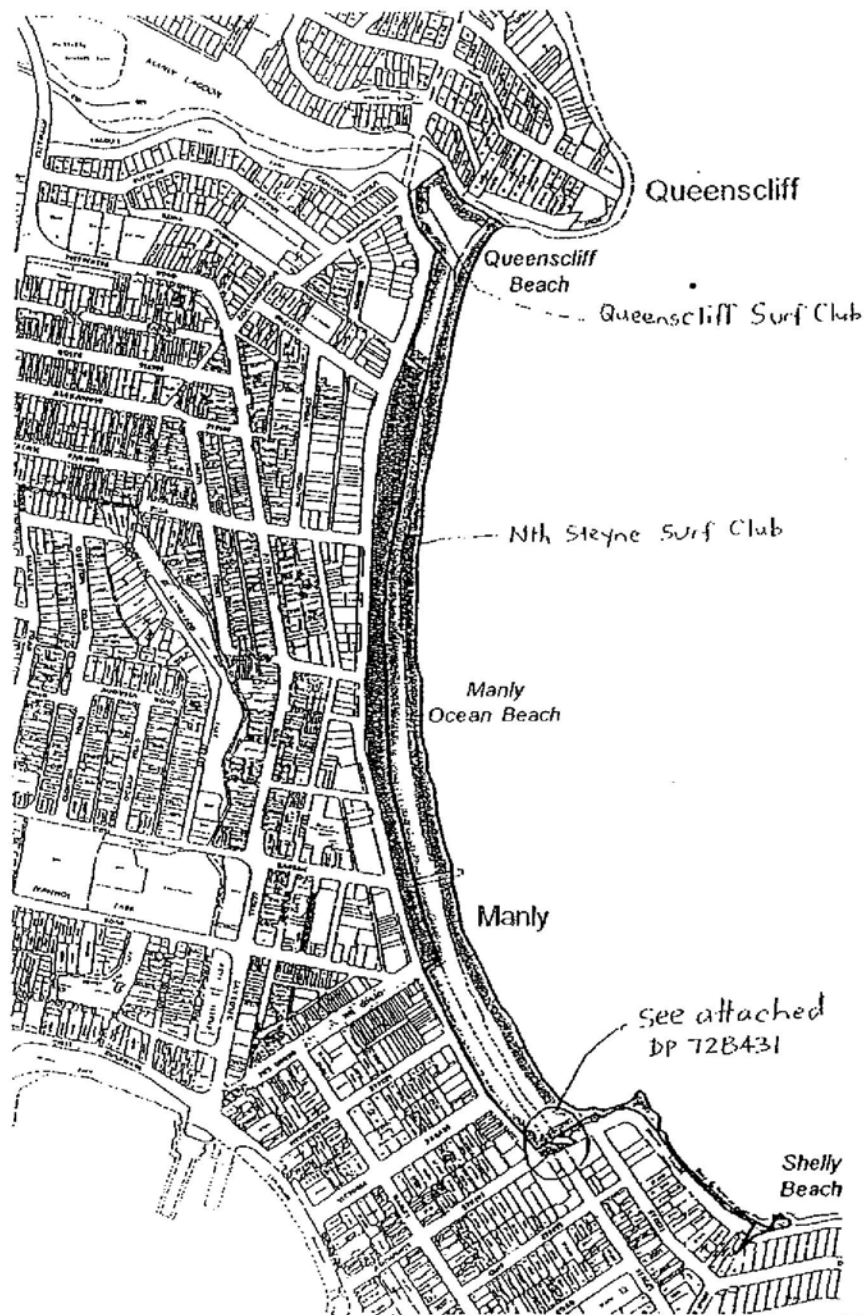
North Steyne Surf Life Saving Club



Council Beach Inspector or Council Caretakers

NB Not to scale



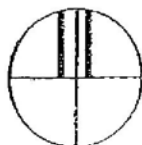


COMMUNITY (COUNCIL) LAND

CROWN LAND

on Steyne Park

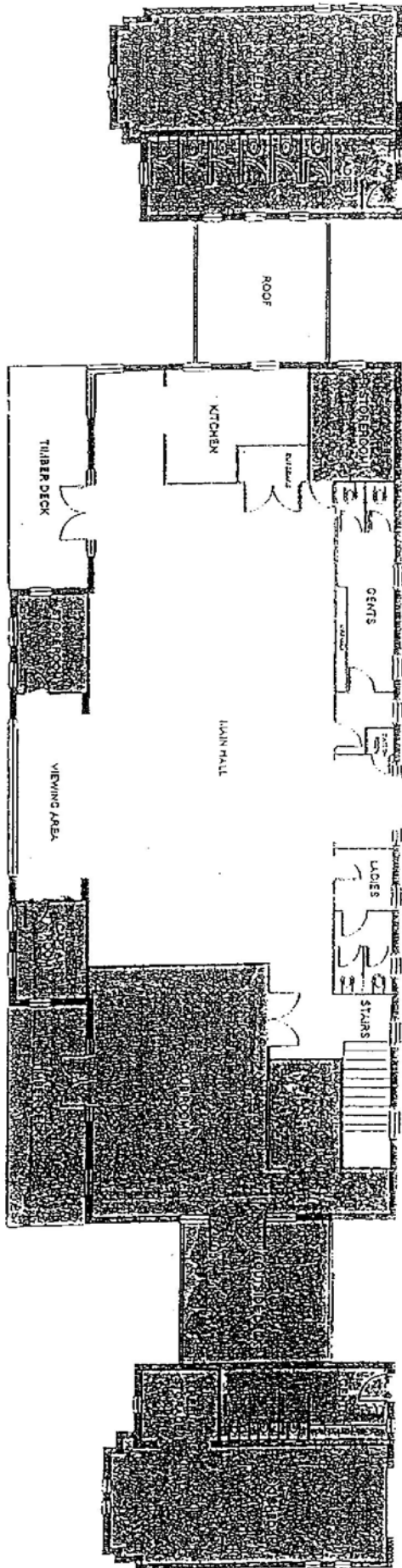
Manly Ocean Beach



Not to Scale

Prepared by
Planning, Design and Environment Group

Handwritten signature



Miller



NAVY COUNCIL			
SERVICE PLANNING AND OCCUPATION DIVISION			
ASST. MANAGER AND CONTROLLER GROUP			
NO.	NAME	DATE	TIME
1	10	11/11/51	11:11
NORTH STREET 1000 CLAS			

NOTES

PROPO
FOR SI
MAIN

(4-15)

EASEMENT
DIAGRA
NOT TO 500

ASHBUI

OLD B.S. PLAN
11/1
22/1

DARLEY RD.

DE

U.C. 120701

Registered : 26-4-1990

C.A. :

Title System : CROWN LAND

Purpose : CROWN FOLIO CREATION

Ref. Map : U1852-342

Last Plan :

PLAN OF LOT 2801

REDUCTION RATIO 1 : 500
LENGTHS ARE IN METRES

MUN. / SHIRE

CITY : MANLY

LAND DISTRICT : METROP.

LOCALITY : MANLY

PARISH : MANLY COVE
(VILLAGE OF MANLY)
COUNTY : CUMBERLAND

THIS IS SHEET 1 OF MY PLAN IN SHEETS
(DELETE IF INAPPLICABLE)

I, JOHN BARRY BYRNE

of J.B. BYRNE & ASSOC'S - NARRADEEN

a Surveyor registered under the Surveyor's Act, 1929,
hereby certify that the survey represented in this plan

is accurate and has been
made in "11" by me (2) and my assistants in accordance
with the Survey Practice Regulations, 1938
and the special requirements of the Department of Lands
and was completed on 1.11.1989

Signature *[Signature]*
Surveyor registered under the Surveyor's Act, 1929

*Strike out either (1) or (2) & insert date of survey

AZIMUTH TAKEN FROM "A" - "B"
(D.P. 516866)

FIELD BOOK L.D. 1990 & MET PAGES 35 & 36

PAPER NO. MN. 84. 87

PLAN APPROVED *[Signature]*

Authorized Officer *[Signature]* 16.1.1989