

# MEMORANDUM OF UNDERSTANDING

made on the

day of

2021

## **B E T W E E N :**

CENTRAL WHEATBELT RIDING CLUB INCORPORATED

Sutherland Street, Trayning, Western Australia

("the Club")

SHIRE OF TRAYNING

ABN 13 671 073 560

PO Box 95, Trayning, Western Australia

("the Shire")

## **F O R**

**Kununoppin Recreation Ground**

("the Kununoppin Recreation Ground")

## **R E C I T A L S :**

- A. The Shire is a local government constituted pursuant to the provisions of the *Local Government Act 1995*.
- B. The Club meets as convenient for the members of the Central Wheatbelt Riding Club Incorporated to provide a safe social environment and activity area for its members and visitors.
- C. The parties have agreed to enter into this Memorandum of Understanding so as to formalise and clarify the intentions, commitments and responsibilities of the parties in respect of the provision, use and maintenance of the Kununoppin Recreation Ground.
- D. This Memorandum of Understanding supersedes all previous arrangements and agreements that exist between the parties.

## **O P E R A T I V E P A R T**

### **1. FINANCIAL CONTRIBUTIONS**

- (a) The Shire makes no direct financial contribution to the operation and activities of the Club.
- (b) Nothing prevents the Club from seeking contributions and assistance from any source for its purposes, subject to the Shire's approval prior to any alterations being made to the premises.
- (c) Nothing prevents the Club from setting and collecting fees for incidental hire and ancillary usage of the facility by third parties.

### 2. RESPONSIBILITIES OF THE SHIRE

In order to assist the Club, the Shire agrees:

- (a) to make available the area marked in Appendix 1, rent free;
- (b) to ensure adequate insurance coverage is in place for all buildings and other infrastructure located on Reserve 13933 and keep it current;
- (c) to perform an annual RCD and exit sign inspection;
- (d) to perform an annual termite inspection; and
- (e) to appoint the Chief Executive Officer to the Club's management committee as its representative.

### 3. RESPONSIBILITIES OF THE CLUB

The Central Wheatbelt Riding Club Incorporated agrees:

- (a) to utilise the premises consistent with the purposes of Recreation;
- (b) to be responsible for the overall operations of the buildings on the Reserve, including janitorial, maintenance, repairs and other related services;
- (c) to maintain the grounds on the property in a neat and tidy condition, having regard for the Shire's Fire Control Order;
- (d) to take out public liability insurance of not less than TEN MILLION DOLLARS (\$10,000,000) and keep it current;
- (e) to make the Reserve available, where practicable, for other community purposes and to other community groups; and
- (f) they are not permitted to offer the premises or land as security for any obligation; the property is to remain unencumbered.

### 4. TERM

This Memorandum applies from the \_\_\_\_<sup>st</sup> day of \_\_\_\_ 2021 and is intended to continue for so long as the Central Wheatbelt Riding Club Incorporated is operational and delivering services to the community consistent with its purposes. Should services alter substantially or be discontinued, the parties reserve the right to terminate this Memorandum on giving six months written notice to the other party, or earlier date mutually agreed.

In the event of the Central Wheatbelt Riding Club Incorporated ceasing to be, the land and buildings to which this Memorandum applies will automatically return, unencumbered, to the Shire of Trayning's control.

### 5. PARTIES' ACKNOWLEDGEMENTS

Notwithstanding anything contained within this Memorandum, the parties acknowledge that:

- (a) the Shire is a local government established by the *Local Government Act 1995* (WA) ("the Act"), and in that capacity, is obliged to comply with statutory obligations imposed by law; and
- (b) the Shire will not be taken to be in default under this Memorandum by performing any statutory obligation or exercising any statutory discretion, nor shall any provision of this Memorandum fetter the Shire in performing its statutory obligations or exercising any discretion under any law; and
- (c) there is nothing to prevent the Central Wheatbelt Riding Club Incorporated from seeking additional support, grants, or sponsorship etc, either by direct funding or in kind from any source, in order to extend the services provided to the community, and such funds or in-kind contribution are not subject to this Memorandum.

### 6. VARIATION OF MEMORANDUM

This Memorandum may be varied by written agreement of the parties from time to time.

**7. CONFIDENTIALITY**

This Memorandum is not confidential.

THE formal consent and authority )  
of the CENTRAL WHEATBELT RIDING )  
CLUB INCORPORATED is )  
certified by: )

\_\_\_\_\_  
CHAIRPERSON  
Central Wheatbelt Riding Club Incorporated

\_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
SECRETARY  
Central Wheatbelt Riding Club Incorporated

\_\_\_\_\_  
(Print Full Name)

THE COMMON SEAL of the SHIRE OF )  
TRAYNING was hereunto affixed by )  
authority of a resolution of the Council )  
in the presence of: )

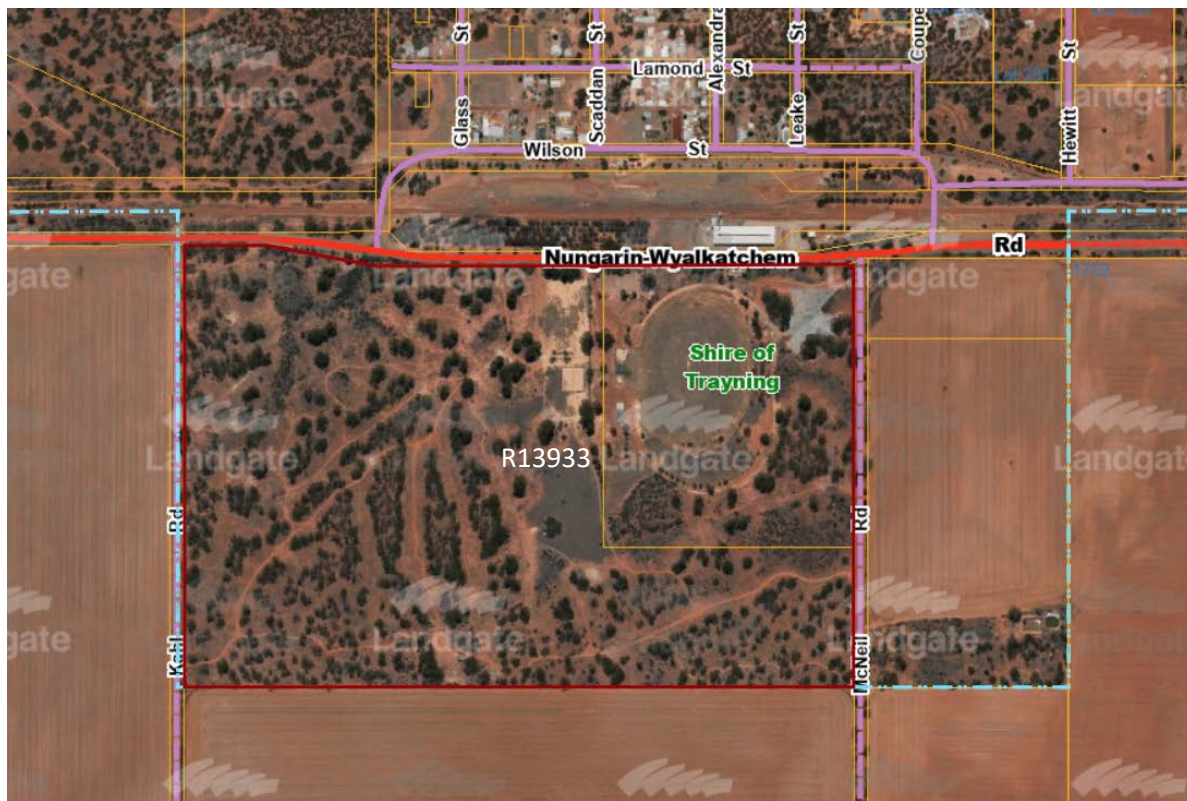
\_\_\_\_\_  
SHIRE PRESIDENT

Cr Melanie Brown

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

Leanne Parola

APPENDIX 1



Reserve 13933 shown bordered in dark red