



MEMORANDUM OF UNDERSTANDING

East Fremantle Lawn Tennis Club Inc.
and
Fremantle Table Tennis Club

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Date: 6th October 2018

Parties: **EAST FREMANTLE LAWN TENNIS CLUB** ("EFLTC")

FREMANTLE TABLE TENNIS CLUB ("FTTC")

RECITALS

- A: EFLTC is the lease-holder and body responsible for managing the East Fremantle Tennis Centre (EFTC) on Jerrat Drive, East Fremantle, Western Australia.
- B: FTTC is the Fremantle Table Tennis Club currently operating out of the Samson Recreation Centre, Samson.
- C: The parties wish to develop a shared facility (The Project) at the East Fremantle Tennis Centre that is beneficial and sustainable for both clubs. The Project consists of Table Tennis Hall, shared upstairs clubrooms and amenities, and associated utilities.
- D: The parties wish to form a long-term relationship that aims to promote and operate the East Fremantle Tennis Centre as an inclusive, accessible and fully sustainable, community-oriented facility for the benefit of the Tennis Club and Table Tennis Club patrons and the broader community.

By forming a working relationship between FTTC and EFLTC we aim to:

- i. Promote the East Fremantle Tennis Centre as an iconic Australian venue for both for Table Tennis and Tennis.
- ii. Promote the health and wellbeing benefits of both Tennis and Table Tennis to the general public.
- iii. Operate the facilities and respective clubs as inclusive and accessible to non-members and the general community.

IT IS AGREED

1. TERM AND SCOPE

This MOU will operate from September 2018 and until a formal contractual agreement between the parties is signed or the project is abandoned.

When The Project is approved for construction, the parties will enter into discussions in good faith with a view to negotiating a new agreement focussed on the shared operation of the facility.

Whilst the proposed overall project potentially includes a Junior Water Polo pool, this agreement excludes that facility.

2. RIGHTS and OBLIGATIONS of FREMANTLE TABLE TENNIS CLUB

2.1. Facility Development Phase

2.1.1. Design

FTTC will assist with and approve the design of The Project by providing any relevant informational inputs and engaging in design discussions. FTTC will contribute 50% to any jointly approved costs incurred by EFLTC (after Government grants) in the design of The Project.

2.1.2. Funding

FTTC will assist with and approve any funding, loan or sponsorship applications made by EFLTC in relation to The Project.

FTTC will contribute 50% to any jointly approved costs incurred by EFLTC (after Government grants) in the development of The Project. Any grants or sponsorship sourced from FTTC affiliated organisations or club members will be considered contributions by FTTC.

2.1.3. Communication

FTTC will provide all appropriate communications with the Table Tennis Club patrons and affiliated associations (TTWA and TTA) with regards to progress, design and commitments for the project.

FTTC will provide EFLTC with a 5-year business plan to FY2023.

2.2. Facility Operation Phase

2.2.1. Use of Table Tennis Hall

FTTC will have unrestricted access to the Table Tennis hall for use at their discretion at all times, provided such use does not interfere with the Tennis Club activities.

FTTC will be responsible for promoting, organising and coordinating all table tennis related activities held within the Table Tennis hall. FTTC will be responsible for all costs incurred in running those activities including incidental maintenance or repairs resulting from those activities.

FTTC will be entitled to all income derived from table tennis related use of the Table Tennis hall. If FTTC wish to hire the Table Tennis hall to a 3rd party for use other than Table Tennis, permission from EFLTC will be required, and will not be unreasonably withheld by EFLTC provided such hire does not adversely affect EFLTC's existing hall hire operations at the site.

Electricity to the Table Tennis hall will be independently metered and FTTC will be responsible for those electricity usage charges.

FTTC will be responsible for furnishing the Table Tennis hall and insuring its contents.

FTTC will be responsible for paying for their proportion of:

- building insurance
- rubbish collection
- water rates & usage
- building maintenance
- garden/landscaping maintenance

2.2.2. Use of Shared Facilities

FTTC membership will automatically include EFLTC Social membership (currently \$30pa, payable to EFLTC) and as such, FTTC members and their (accompanied) guests will have access to the shared amenities (showers and toilets) and the upstairs clubrooms.

The building will include a dedicated FTTC office and storeroom, separate from the playing area. FTTC will be responsible for furnishing the office and storeroom and insuring their contents.

2.2.3. Common Activities

FTTC will work constructively with EFLTC to promote the East Fremantle Tennis Centre as an inclusive and accessible facility available for the benefit of the wider community.

3. RIGHTS and OBLIGATIONS of EAST FREMANTLE LAWN TENNIS CLUB

3.1. Facility Development Phase

3.1.1. Design

EFLTC will lead and coordinate the design of the overall facility, including seeking and respecting the input of the key stakeholders. EFLTC will contribute 50% to any costs incurred (after Government grants) in the design of The Project.

3.1.2. Funding

EFLTC will lead and coordinate any common funding, loan or sponsorship application relating to The Project.

EFLTC will contribute 50% to any costs incurred (after Government grants) in the development of The Project. Any grants or sponsorship sourced from EFLTC affiliated organisations or club members will be considered contributions by EFLTC.

3.1.3. Communication

EFLTC will be the main contact for all official communication in relation to the Project with third parties. EFLTC will ensure FTTC are consulted prior to any such communication.

EFLTC will provide all appropriate communications with the East Fremantle Lawn Tennis Club patrons and affiliated associations (Tennis West and Tennis Australia) with regards to progress, design and commitments for The Project.

3.2. Facility Operation Phase

3.2.1. Use of Existing Facilities

EFLTC will be responsible for promoting, organising and coordinating all activities related to tennis and all activities/users of the existing EFLTC hall and clubrooms. EFLTC will be responsible for all costs incurred in running those activities including incidental maintenance or repairs resulting from those activities.

EFLTC will be entitled to all income derived from use of the existing Tennis Club hall and clubrooms.

3.2.2. Use of the New Shared Facilities

EFLTC members and their (accompanied) guests will have unrestricted access to the shared amenities (showers and toilets) and the upstairs clubrooms.

EFLTC will be entitled to all income derived from activities in the new upstairs clubrooms (ie. The Bar).

Water, electricity and gas to the upstairs clubrooms will be independently metered and EFLTC will be responsible for those usage charges.

FTTC membership will automatically include a standard EFLTC Social membership (currently \$30pa, payable to EFLTC) and as such, FTTC members and their (accompanied) guests will have unrestricted access to the shared amenities (showers and toilets) and the upstairs clubrooms.

The building will include a dedicated EFLTC office and storeroom. EFLTC will be responsible for furnishing the office and storeroom and insuring their contents.

3.2.3. Common Activities

EFLTC will work constructively with FTTC to promote the East Fremantle Tennis Centre as an inclusive and accessible facility available for the benefit of the wider community.

4. TERMINATION

Either party may terminate this MOU by providing six months' notice.

EFLTC will be entitled to terminate this agreement upon the giving of written notice if FTTC commits a material breach of this agreement and do not take steps to remedy such breach within 14 days of receiving written notice to do so;

FTTC will be entitled to terminate this Agreement upon the giving of written notice if EFLTC commits a material breach of this agreement and does not take steps to remedy such breach within 14 days of receiving written notice to do so.

Termination of this agreement is without prejudice to the rights of either party against the other for any previous and un-waived breach.

5. CONFIDENTIALITY

Both parties shall treat as confidential all information which comes into their possession pursuant to or as a result of or in the performance of this MOU and will only make disclosure of such confidential information for the purposes of fulfilling their obligations under this MOU.

6. LEGAL EFFECT

This MOU is not intended to be legally binding on the parties.

DATED: 6th day of October 2018

East Fremantle Lawn Tennis Club

Fremantle Table Tennis Club

Date 6 / 10 / 2018

Date 6 / 10 / 2018

GRAEME SMITH PRESIDENT

GORDON LEE PRESIDENT

Name & Position:

Name & Position:





Signature

Signature