



Australian Government

**Department of Health
and Aged Care**

**Play Our Way Program - Stream 1
Expression of Interest (EOI)**

Submission Reference: V8KXTKZ5

Application Information

The Play Our Way program will provide funding to create greater opportunities for women and girls to access, participate in and remain involved in sport and physical activity.

This Grant Opportunity will fund projects across two streams:

Stream 1: Facilities - single or multi-year funding to support new and upgraded facilities, playing areas or spaces for sport and physical activity, specifically for women and girls.

Stream 2: Participation and equipment - single year funding (with projects able to be delivered over multiple years) to support sustainable and enduring sport participation programs, and/or new or upgraded equipment, specifically for women and girls.

This Grant Opportunity aims to address participation barriers through safe, inclusive and sustainable facilities and programs that support the enduring engagement of women and girls in sport and physical activity.

Grant Round Administration

This grant round is being administered by the Department of Health and Aged Care.

Closing Date/Time

Applications must be submitted by **2:00pm Australian Eastern Standard Time (AEST) Monday 29 April 2024.**

Making Sure Your Application is Saved

Upon exiting the form please ensure that you use the 'Save and Close' button. The 'Continue' button should only be used as you intend to progress through the form. For your Application to be saved when exiting, you will need to click on:

- 'Save and Close', and
- 'Confirm'.

You will know that your application is saved when you are taken from the current application form page to the 'Form Saved' page.

Note that the 'Save and Close' button will ask you to 'Confirm' that you wish to save the Application, which you must do to complete the save process. If this is not done, your Application will not be saved.

You can return to your Application with the data saved using the link on the 'Form Saved' page that says 'Click here to return to your form' and confirming your submission reference ID details. Optionally, you can access the saved form via the form open email received upon beginning the Application.

Grant Opportunity Documents

Read all information in the Grant Opportunity Documents before completing this Application Form. The Grant Opportunity Documents are available on the <https://www.grants.gov.au/> ☐ and <https://www.health.gov.au/our-work/play-our-way-program> ☐ websites. Applications will be assessed using the process outlined in the Grant Opportunity Guidelines.

Note: Applicants will be notified of the grant funding outcome on completion of the assessment process.

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Transport, Regional Development, Communications, Sport and the Arts

Application Help

Information about the Application process is available on the <https://www.grants.gov.au/> and <https://www.health.gov.au/our-work/play-our-way-program> websites.

Applicants must submit any questions relating to the Program or this Application process in writing to Grant.ATM@health.gov.au. Applicants may submit these questions up until five business days prior to the Closing Time and Date. A response will be provided within five business days.

Applicants may direct any general enquiries, requests for technical help or support in using and/or submitting the Application Form by:

- Phone 0262895600
- Email to Grant.ATM@health.gov.au

Attachment Limits

This Application Form allows users to attach files to support their application. You must provide an attachment where mandatory. Use the 'Upload File' button to select your file.

Accepted file types: .bmp, .doc, .docx, .gif, .jpeg, .jpg, .msg, .pdf, .png, .pps, .ppt, .pptx, .txt, .xls, .xlsb, .xlsx.

Note: There is a 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique using English language/characters and MUST not include foreign characters.

Sharing this Form

More than one person should not access this form at the same time. If this is done there is a risk that information entered in the form may be lost and not transferred upon submission. If you wish to share this form and access details, please ensure that only one user edits the form at any given time.

To avoid any issues with your submission, ensure each contributor has completed their updates, saved their changes and exited the form prior to another person accessing the same form.

Submission Reference ID

Each Application Form is allocated a unique Submission Reference ID. Each time this Application is accessed you will be required to use this Submission Reference ID.

Submitting an application form

Upon starting the Application a 'Form Opened' email will be sent to the primary contact, which will include a link to the Application Form as well as a submission reference ID. This will enable the Applicant to access the form at any point in time.

Please note the form will no longer be accessible after two months of inactivity.

Once you have completed this Application Form, you must submit it electronically by using the submission section at the end of this form.

Following electronic submission and completion of this Application Form, a message with your Submission Reference ID will appear on your screen. An email will be sent to the primary contact provided in the Application Form. A function is also available on the submission page to allow you to send a receipt email to the address of your choosing. Please save this email receipt for future reference and use it in all correspondence about this Application.

Please note: there may be short, scheduled outages to systems as part of regular information technology maintenance that may affect submission of this form. Notification of these outages will be on the website.

National Relay Service (NRS)

The Department of Health and Aged Care uses the NRS to ensure our contact numbers are accessible to people who are deaf or have a hearing or speech impairment. Please phone 1800555677 to access the NRS.

Australian Tax Office Reporting

The Department will need to report details of payments made to the Australian Taxation Office (ATO) as part of the taxable reporting obligations for government entities.

In general terms, the types of payments to be reported to the ATO are:

- Payments made for grants to entities with an Australian Business Number (ABN)
- Payments made for services.

If you receive a payment from the Department that meets the ATO criteria, it will be reported to the ATO as part of the Taxable payments annual report.

Further information is available on the Australian Taxation Office website.

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Privacy

The Department of Health and Aged Care, supported by the Community Grants Hub, uses an integrated Smartform service assisted by the Department of Industry, Science and Resources on www.business.gov.au [□].

If you are providing information to access a non-Department of Industry, Science and Resources program, that information will not be accessed by Department of Industry, Science and Resources employees. The only exception to this is where Senior Analysts within the Department of Industry, Science and Resources require access to your information for the sole purpose of troubleshooting technical errors. Where this occurs Senior Analysts will only access the data with permission and at the request of client agencies.

The Department of Health and Aged Care will be able to access the Application as part of the form support services.

By submitting the Application you acknowledge that the information provided in the Application may be shared with other Commonwealth and law enforcement agencies for the prevention and detection of fraud.

For more information about how the Department of Industry, Science and Resources protects your privacy and personal information, please see the Department of Industry, Science and Resources' Privacy Policy [□]. The Community Grants Hub Privacy Policy [□] and WCaG Accessibility [□] Information and the Department of Health and Aged Care Privacy Policy [□] should also be read and understood.

Use of Information

Your Submission Reference is:

V8KXTKZ5

Please send yourself a link to this saved form by entering your email address below. This email will detail your Submission Reference, the date and time this application process will close, and a link to access your saved form.

If you have any questions relating to this Application phone 0262895600 or email Grant.ATM@health.gov.au [□].

Your email address *

Confirm your email address *

Use of Information

The Department of Health and Aged Care may use the information, other than personal information, provided in this Application Form to assist it to:

- Comply with the Australian Government requirement to publish the details of all grant recipients on the GrantConnect website
- Inform staff negotiating and establishing Grant Agreements of risks and issues that need to be addressed in the Grant Agreement for that program
- Inform future assessments for Applications.

All information including personal information collected as part of this Application may be used by the department or shared with other Commonwealth and law enforcement agencies for the purpose of preventing and detecting fraud. This includes personal information of any third party provided in this Application.

You can only apply if you agree to the use of the information you provide in this form for the purposes listed above and that you have read and acknowledged the Hub Privacy Policy, the Privacy Statement, and all relevant material (including the Grant Opportunity Guidelines) as they relate to the collection and handling of personal information.



I agree *

Existing Grant Recipient

Is the Applicant an existing Grant Recipient? *

If you require assistance, please call 0262895600.

☐

Yes

☒

No

Applicant Details

Are you applying as a Trustee on behalf of a Trust? *

Note: The Trustee will enter into a Grant Agreement with the Department (should the applicant be successful).

☐

Yes

☒

No

Does the Organisation have an Australian Business Number (ABN)? *

You must respond to this question. For further details refer to <http://www.abr.business.gov.au/> ☐.

☒ Yes ☐ No

Enter the Organisation's ABN into the Australian Business Number (ABN) field and click the Validate ABN button to retrieve your registration details.

ABN *

88 313 305 455

Registration Number

Legal/registered entity name *

MID MURRAY COUNCIL

If you have Business Names registered, you can select the relevant Business Name. If you have not registered your Business Name, you can either select "Same as Legal Entity" or "Other" in the "registered business name" field. If "Other" is selected, you will be asked to provide the Organisation's registered business name in another field that will become available.

Note: If the details displayed are out of date or incorrect, please update them now via the Australian Business Register website ☐ then re-enter and validate the ABN.

Business name of the Organisation *

MID MURRAY COUNCIL

Date of Registration

01 Nov 1999

State

SA

Postcode

5238

☒ GST Registered - Checkbox is ticked if the Organisation is GST Registered.

☐ Registered as Charity - Checkbox is ticked if the Organisation is registered as a charity with the Australian Charities and Not-for-profit Commission (ACNC).

Does the Organisation have any of the following types of Incorporation Number: Australian Company Number (ACN), Registration Number, Indigenous Corporation Number (ICN), Incorporated Association Number (IAN)? *

Note:

An ACN (Australian Company Number) is a nine-digit number issued by the Australian Securities and Investments Commission (ASIC). It is a unique identifier purely for companies incorporated under the Corporations Act 2001 of the Commonwealth.

A Registration Number is a form of Incorporation Number for a Cooperative that has been established and/or registered under the relevant legislation in the State or Territory in which they were formed.

An ICN (Indigenous Corporation Number) is a number issued by the Office of the Registrar of Indigenous Corporations under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 – CATSI Act.

An IAN (Incorporated Association Number) is a number given to an Incorporated Association that has been incorporated or registered under the relevant incorporated associations legislation in the State or Territory in which they were formed.

☐ Yes ☒ No

What is the registered business address and main contact details of the Organisation?

The business address must be completed in full and not be a PO Box. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601.

Note: the address fields accept the characters of A to Z, 0 to 9, () , ' - / &, all other characters including carriage returns are not accepted.

Please note that if an Applicant selects 'Manually enter an address', the Department will use this non-validated address for correspondence.

Please input your address *

49 Adelaide Road MANNUM SA 5238

Main Telephone *

0885690100

Main email address *

postbox@mid-murray.sa.gov.au

Web address

<https://www.midmurraycouncil>

What is the postal address of the Organisation?

The postal address must be completed in full. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601.
Note: the address fields accept the characters of A to Z, 0 to 9, () . , ' - / &, all other characters including carriage returns are not accepted.

☐ Same as business address above
Floor / Building; Unit; Apartment

PO Box / Street number, name and type *

PO Box 28

Suburb/Town *

State *

Postcode *

MANNUM

SA

5238

What is the Applicant's financial email address for the receipt of Department of Health and Aged Care payment advice should the Application be successful? *

The email address must be entered in a valid format without spaces (eg. example@business.com.au).

Payment advice includes Recipient Created tax invoices (RCTIs).

You must respond to this question. 350 character limit.

postbox@mid-murray.sa.gov.au

Does the Applicant operate as not-for-profit? *

For eligibility requirements, refer to the Grant Opportunity Guidelines.

For further details about not-for-profit organisations refer to the Australian Tax Office website [□](#).

Select 'No' if the Applicant operates for profit.

Select 'Yes' if the Applicant operates as not-for-profit.

You must respond to this question.

☐ Yes ☒ No

Eligibility Requirements

What is the Applicant's entity type? *

For a list of eligible entity types, refer to the Guidelines.

If you are unsure about the Applicant's entity type, please seek professional advice (e.g. from your lawyer or accountant) or refer to the Community Grants Hub [□](#) website for further information.

Please note if you are applying as a Trustee on behalf of a Trust you must select the Trustee's entity type.

You must respond to this question. Choose the entity type that is relevant to the Applicant from the list.

Local Government

Is the Applicant able to provide documentation to support the entity type? *

If yes is selected you will be required to provide documentation to support the legal entity.

NOTE: There is a maximum of two attachments for this question if the response is Yes.

You must respond to this question.

☒ Yes ☐ No

Please provide your supporting documentation. *

[WHOIS search results - Domain Information.pdf](#)

Ineligible Entity Type *

Confirm your organisation is not one of the following ineligible entity types.

- international entity
- corporate Commonwealth entity
- non-corporate Commonwealth entity
- non-corporate Commonwealth statutory authority
- corporate state or territory entity
- non-corporate state or territory entity
- non-corporate state or territory statutory authority
- sole trader
- statutory entity
- partnership
- person
- school, TAFE, university
- parent and community councils.

To be eligible for this Grant Opportunity you must respond to this question.

☒ I Confirm

Funding Stream *

Confirm you are submitting an Expression of Interest application for Stream 1: Facilities.

This is the first part of a 2-stage application process:

- Stage One: Expression of Interest (EOI)
- Stage Two: Invitation to Apply (ITA)

This process is detailed further under the *Timing of grant opportunity processes* Section in the Grant Opportunity Guidelines.



Note: Only Stage One EOI applications that are assessed as having addressed the assessment criteria and score average or higher for each criterion will be considered for shortlisting to proceed to Stage Two (See *Assessment of grant applications* Section in the Grant Opportunity Guidelines for the Scoring Matrix).

Note: You can only submit one application per Stream for this grant opportunity. If more than one application is submitted, the application submitted latest, and within closing time and date, will progress to the next stage.

To be eligible for this Grant Opportunity you must respond to this question.

☒ I Confirm

Compliance with Building Codes *

Confirm your organisation understands your project will be required to be compliant with the Australian Building Code  and National Construction Code .

To be eligible for a grant, you must declare in your Stage Two application that you comply with these requirements. You may need to declare you can meet these requirements in your grant agreement with the Commonwealth.

You must ensure that the work carried out, where appropriate, is undertaken by licensed or properly qualified persons. You must also ensure that works carried out are fit for purpose and comply with the regulatory requirements of the relevant state and territory and local governments.

To be eligible for this Grant Opportunity you must respond to this question.

☒ I Confirm

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National Redress Scheme *

Confirm your organisation or your project partner/s are not included on the National Redress Scheme's ☐ list of 'Institutions that have not joined or signified their intent to join the Scheme'.

The National Redress Scheme for Institutional Child Sexual Abuse Grant Connected Policy makes non-government institutions named in applications to the Scheme, or in the Royal Commission into Institutional Responses to Child Sexual Abuse, that do not join the Scheme ineligible for future Australian Government grant funding.

Note: If your organisation, or your project partner is an organisation included on the National Redress Scheme's website on the 'list of institutions that have not joined or signified their intent to join the Scheme' your application will not proceed to the assessment stage.

To be eligible for this Grant Opportunity you must respond to this question.

☒ I Confirm

Workplace Gender Equality *

Confirm you, and if applicable, your project partner/s is/are not an organisation included on the Workplace Gender Equality Agency website ☐ non-compliant list.

Note: If your organisation, or your project partner/s are an organisation included on the Workplace Gender Equality Agency website on the non-compliant organisations list your application will not proceed to the assessment stage.

To be eligible for this Grant Opportunity you must respond to this question.

☒ I Confirm

Child Safety Statement and Declaration *

Can your organisation confirm the relevant Child Safe measures will be in place before the proposed activity commences?

Note: If your proposed activity involves direct contact with children or contact with children is an expected part of the activity, you will be confirming the following measures will be in place before the activity commences:

- Child related employees, contractors or volunteers delivering the activity are compliant with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children, including mandatory reporting and Working With Children Checks.
- National Principles for Child Safe Organisations are implemented.
- All Child-Related Personnel implement the National Principles for Child Safe Organisations.
- A risk assessment has been undertaken to identify the level of responsibility for Children and the level of risk of harm or abuse to Children and appropriate risk management strategies to manage any identified risks have been put in to place.
- A training and compliance regime is in place to ensure that all Child-Related Personnel are aware of, and comply with:
 - the National Principles for Child Safe Organisations;
 - the Grantee's risk management strategy;
 - Relevant Legislation relating to requirements for working with Children, including Working With Children Checks; and
 - Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described.
- Any subcontracting arrangement entered into by the Grantee imposes the same obligations set out here on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

If your proposed activity falls under this category, and you are unable to confirm that the above Child Safe measures will be in place before the activity commences, you may be ineligible for funding.

Note: If your proposed activity involves irregular or unplanned contact with children, you will be confirming the following measures will be in place before the activity commences:

- Child related employees, contractors or volunteers are compliant with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children, including mandatory reporting and Working With Children Checks however described; and
- Any subcontracting arrangement entered into by the Grantee, for the purposes of this grant opportunity, imposes the obligations above on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

If your proposed activity falls under this category, and you are unable to confirm that the above Child Safe measures will be in place before the activity commences, you may be ineligible for funding.

You must respond to this question.

Please select the most appropriate option.

Level of contact with children

Not applicable - the proposed activity does not interact with children

Confirmation

Child Safe measures are NOT applicable

Governance

Relevant Persons *

Has any senior official or person to be involved in delivering the Activity been involved in any of the following events in the last 5 years?

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

- ☐ Governance Investigation of relevant person(s).
- ☐ Any business failure of relevant person(s) including business failure of entities in which they hold, or held at the time of the event, a management or board position. Examples of a business failure include a Court Ordered or a Creditors Voluntary Administration Liquidation, External Administration, or Receivership.
- ☐ Bankruptcies of relevant person(s).
- ☐ Bankruptcy proceedings, including part IX Debt Agreements or Part X Insolvency Agreements, against relevant person(s).
- ☐ Litigation against relevant person(s) including judgement debts.
- or
- ☒ None of the above apply and there is no adverse information on any relevant person associate with this entity.

Reportable Events *

Select the appropriate box(es) that relate to any events to which your entity may have been subjected in the last 5 years.

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

- ☐ Governance Investigation of your organisation or related entities.
- ☐ Litigation or liquidation proceedings.
- ☐ A contract with your entity terminated by the other party.
- ☐ Contingent liabilities of a material amount.
- ☐ Overdue tax liabilities.
- ☐ Factors which might impact on your entity. For example, pending significant litigation, business commitments, collections by debt collection agencies on behalf of creditors, or potential liquidation proceedings.
- ☐ Any significant change in your entitys financial position not reflected in the financial statements provided.
- ☐ Any other particulars which are likely to adversely affect your capacity to undertake this project.
- or
- ☒ None of the above events apply and there is no adverse information on my entity.

Does the Applicant have the following documents?

Note: You may be required to provide copies of the below documentation within 7 days upon request.

1. Documented organisational and financial policies and procedures. *

- ☒ Yes
- ☐ No

2. Business plan and/or strategic plan. *

- ☒ Yes
- ☐ No

3. Risk management plan. *

- ☒ Yes
- ☐ No

Project/Activity Details

Provide a short title of your Application for this Project/Activity. *

This field accepts the characters of A to Z, 0 to 9, () . , ' & - / \ @ , all other characters including carriage returns are not accepted.

Change Room Amenities, Football Towers & Lights and Upgraded Netball Courts and Lighting

(Limit: approx 38 words, 250 characters)

88 characters of 250 used

Provide a brief description of your project or the services to be delivered and how it will contribute to the objectives outlined in the Grant Opportunity Guidelines. *

Question Instructions:

- The response should be easy to understand and written in plain English. Try not to use technical terms, acronyms, or lingo.
- Your response should be a stand-alone summary of your project, or explain how you will implement the services detailed in the Grant Opportunity Guidelines.
- The description may be used as part of our application review, and may be copied or published for reporting or grant agreement purposes.

Mannum, located in the Mid Murray Council region is growing. As the population grows, so does the need for recreation and sporting facilities. Collectively, our sporting clubs are seeking to have the Mannum Oval Complex upgraded to sustain the facilities for future generations. This includes oval lighting infrastructure, netball court infrastructure and change room Infrastructure. For women and girls to participate, this project is essential to ensure a safe and welcoming environment to thrive and enjoy physical and sporting activities for fitness, socialization and wellbeing.

(Limit: approx 150 words, 1,000 characters)

586 characters of 1,000 used

In which service area/s is the Applicant proposing to deliver the Project/Activity? *

Instructions:

- The Service Area Type field below indicates the service areas relevant to this grant opportunity.
- If applicable, choose the relevant state/territory to view the available service areas.
- Tick the applicable service area/s where you are proposing to deliver this Project/Activity.
- Untick the selected service area/s to remove selection.

IMPORTANT NOTE:

You may only select 40 service areas per form. If you wish to apply for more services areas, a separate form/s will need to be completed.

Selected service area/s *

☒ South Australia

Project Location Address

What is the main location of your anticipated project?

Enter the address of the project location.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @, other characters and formatting are not accepted.

Location Name *

Mannum Oval

Please input your address *

Lot 124 North Terrace PORT MANNUM SA 5238

Multiple Locations *

Will this project be delivered across more than 1 location?

If 'yes', write the address of the additional location/s in the textbox below.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

- ☐ Yes
- ☒ No

MMM Locations *

Which MMM ☐ location/s is your project located?

The Modified Monash Model (MMM) is how we define whether a location is metropolitan, rural, remote or very remote. The model measures remoteness and population size on a scale of Modified Monash (MM) categories MM 1 to MM 7. MM 1 is a major city and MM 7 is very remote.

You must respond to this question.

Please select the option/s that apply.

- ☐ MM1
- ☐ MM2
- ☐ MM3
- ☐ MM4
- ☒ MM5
- ☐ MM6
- ☐ MM7

Funding Year/s *

Which financial year/s is your organisation seeking funding to undertake the project?

Under Stream 1: Facilities, projects may be funded on a single or multi-year basis. The grant amount will be up to 100 per cent of total project costs (noting that co-contributions will provide additional funding to whole-of-project costs), up to the maximum grant amount and only for eligible expenditure.

Note:

- You will be asked to provide the amount of funding you are seeking across each financial year later in the application form.
- All co-contributions and other sources of funding must be listed in your indicative activity budget.

You must respond to this question.

Please select the option/s that apply.

- ☒ 2024-2025
- ☒ 2025-2026
- ☐ 2026-2027

Multiple Grant Projects *

Are you receiving funding from another Commonwealth source for the same eligible grant activities as requested in this application?

If 'yes', you are confirming you are receiving funding from another Commonwealth source for the same eligible grant activities as requested in this application. We cannot provide a grant if you receive funding from another Commonwealth government source for the same eligible grant activities.

Note: The Play our Way program will complement and strengthen existing state and territory government activities to improve facilities for sport and physical activity and increased engagement of women and girls in sport and physical activity; and will not duplicate existing Australian Government-led community infrastructure and participation programs.

You must respond to this question.

Please select the most appropriate option.

- ☐ Yes
- ☒ No

Sport/s Type A (A to K) *

What are the primary sport/s or physical activity/ies that your project is targeting?

Note: Sport types are split across two questions. Refer to Sports Type/s A (A to K) and Sport Type/s B (L to Z).

You must respond to this question.

Please select the option/s that apply.

☐ I have selected a sport under the question Sport/s Type B

☒ AFL

☐ Aircraft Sport

☐ Archery

☐ Artistic Swimming

☐ Athletics

☐ Badminton

☐ Baseball

☐ Basketball

☐ Billiards/Snooker/Pool

☐ BMX

☐ Bocce/Boules

☐ Boccia

☐ Bowls

☐ Boxing

☐ Calisthenics

☐ Campdraft

☐ Canoeing/Paddlesports

☐ Cricket

☐ Croquet

☐ Curling

☐ Cycling

☐ Dance Sport

☐ Darts

☐ Diving

☐ Dodgeball

☐ Dragon Boat

☐ Eight Ball

☐ Equestrian

☐ Fencing

☐ Fitness/Gym

☐ Floorball

☐ Flying Disc

☐ Football (Soccer)

☐ Gaelic Football

☐ Goalball

☐ Golf

☐ Gridiron

☐ Gymnastics

☐ Handball

☐ Hockey

☐ Hurling

☐ Ice Hockey

☐ Ice Racing

☐ Ice Skating

☐ Indoor Football/Futsal

☐ Jogging/ Running

☐ Judo

☐ Jujitsu

☐ Karate

☐ Kendo

☐ Kiteboarding

☐ Kung Fu – Wushu

☐ Other

Sport/s Type B (L to Z) *

What are the primary sport/s or physical activity/ies that your project is targeting?

Note: Sport types are split across two questions. Refer to Sports Type/s A (A to K) and Sport Type/s B (L to Z).

You must respond to this question.
Please select the option/s that apply.

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<input checked="" type="checkbox"/>	I have selected a sport under the question Sport/s Type A
<input type="checkbox"/>	Lacrosse
<input type="checkbox"/>	Modern Pentathlon
<input type="checkbox"/>	Motor Sport
<input type="checkbox"/>	Motorcycling
<input type="checkbox"/>	Mountain Bike
<input type="checkbox"/>	Muaythai
<input checked="" type="checkbox"/>	Netball
<input type="checkbox"/>	Orienteering
<input type="checkbox"/>	Outrigger Canoeing
<input type="checkbox"/>	Paddle
<input type="checkbox"/>	Petanque
<input type="checkbox"/>	Pilates
<input type="checkbox"/>	Polo
<input type="checkbox"/>	Polocrosse
<input type="checkbox"/>	Pony Club
<input type="checkbox"/>	Powerlifting
<input type="checkbox"/>	Roller Sports
<input type="checkbox"/>	Rowing
<input type="checkbox"/>	Rugby League
<input type="checkbox"/>	Rugby Union
<input type="checkbox"/>	Sailing
<input type="checkbox"/>	Shooting
<input type="checkbox"/>	Skate
<input type="checkbox"/>	Skateboarding
<input type="checkbox"/>	Skiing
<input type="checkbox"/>	Skiing
<input type="checkbox"/>	Skiing
<input type="checkbox"/>	Snowboarding
<input type="checkbox"/>	Softball
<input type="checkbox"/>	Special Olympics
<input type="checkbox"/>	Sport Climbing
<input type="checkbox"/>	Squash
<input type="checkbox"/>	Strength Training
<input type="checkbox"/>	Surf Life Saving
<input type="checkbox"/>	Surfing
<input type="checkbox"/>	Swimming
<input type="checkbox"/>	Table Tennis
<input type="checkbox"/>	Taekwondo
<input type="checkbox"/>	Tai Chi
<input checked="" type="checkbox"/>	Tennis
<input type="checkbox"/>	Tenpin Bowling
<input type="checkbox"/>	Touch Football
<input type="checkbox"/>	Triathlon
<input type="checkbox"/>	Underwater Sports
<input type="checkbox"/>	Volleyball
<input type="checkbox"/>	Walking (Recreational)
<input type="checkbox"/>	Water Aerobics
<input type="checkbox"/>	Water Polo
<input type="checkbox"/>	Water Skiing/ Wakeboarding
<input type="checkbox"/>	Weightlifting
<input type="checkbox"/>	Wheelchair Basketball
<input type="checkbox"/>	Wheelchair Rugby
<input type="checkbox"/>	Wrestling
<input type="checkbox"/>	Yoga
<input type="checkbox"/>	Other

Other Sport/Type *

Did you select 'Other' from the list of Sport/s Types in the questions above?

If 'yes' enter the name of the sport/s or physical activity/ies in the text box below.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ % , other characters and formatting are not accepted.

- ☐ Yes
- ☒ No

Anticipated Project Start Date *

What is the anticipated start date for your project?

Enter the date you anticipate your project to begin.

Note: Earliest indicative start date of grant activity August 2024.

You must incur the expenditure on your grant activities between the start date and end or completion date of your grant activity for it to be eligible.

You must respond to this question.

Use the calendar icon or type in the field using the format dd/mm/yyyy

02 Sep 2024

Anticipated Project Completion Date *

What is the anticipated project completion date?

Enter the date you anticipate your project to be completed by.

As per the *Project Period* Section within the Grant Opportunity Guidelines, the maximum grant period is three years. You must complete your project by 30 June 2027.

You must respond to this question.

Use the calendar icon or type in the field using the format dd/mm/yyyy

31 Dec 2025

Financials

Provide a breakdown of the requested grant funding for each previously selected service area/s. *

South Australia

2024-2025 (exc GST) *

\$	556,760.00
----	------------

2025-2026 (exc GST) *

\$	218,000.00
----	------------

2026-2027 (exc GST) *

\$	0.00
----	------

Total funding

\$	774,760.00
----	------------

Approx. % of Total

	100
--	-----

Summary

2024-2025 Total

\$	556,760.00
----	------------

2025-2026 Total

\$	218,000.00
----	------------

2026-2027 Total

\$	0
----	---

Total funding

\$	774,760.00
----	------------

Provide bank account details for receipt of grant payments should the Application be successful.

You must respond to this question.

Bank account details for the receipt of payments:

- BSB Number: Enter the BSB number for the Applicant's nominated bank account. Must be 6 digits only. Do not enter spaces or other characters.
- Account Number: Enter the account number for the Applicant's nominated bank account. Must be 2 to 9 digits only. Do not enter spaces or other characters.
- Account Name: Enter the account name for the Applicant's nominated bank account. The account name should be as it appears on the bank statement. 60 character limit. The character count includes letters, numbers, spaces, paragraph marks, bullet points etc.

NOTE: This field accepts the characters of A to Z, 0 to 9, () . , ' & -/ \ @, all other characters including carriage returns are not accepted.

BSB number *

Account number *

s47G(1)()

s47G(1)()

Account Name *

Mid Murray Council

You must attach verification documentation to verify bank account details. *

Bank verification must accompany all applications. The following information is required in order to verify the bank account details provided.

Acceptable verification documentation is a recent bank statement, issued in the last 6 months, in a pdf file type. The bank account must be in the name of the organisation applying for funding. The transaction details and balances can be hidden but the BSB, Account Number and Account Name must be visible.

You may be contacted by the Community Grants Hub seeking additional information to support the verification of your bank account details.

Bank Details (002).pdf

Assessment Criteria

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

EOI Assessment Criterion 1 *

What is your project purpose and how much will it cost?

Briefly describe the project that is the subject of your EOI application.

In responding to this criterion, a strong application will provide:

- A description of the proposed works - noting that plans/detailed proposals are not required for this Stage One EOI.
- The geographic location and a description of the proposed site.
- Evidence of tenure over the proposed premises/site (where available) or details of the process that will be undertaken to secure tenure.
- If funds are sought for replacement infrastructure, provide details of the existing facility, including when it was built, and the reasons for seeking its replacement.

Along with your EOI application you must complete the indicative activity budget (template on GrantConnect) outlining the anticipated costs of the project. The indicative activity budget does not count towards the word/character limit for this criterion. Other required attachments are listed under *Attachments to the application* in the Grant Opportunity Guidelines.

Note: You will be required to upload the indicative activity budget template and evidence of tenure later in this form.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

The Mannum Oval complex is located on North Terrace, Mannum. The grounds host football, netball, cricket, tennis, a riding club, Mannum Lions Shed, the RSL Club and is home to the Mannum Agricultural Show Society Incorporated. The land upon which all these sports and community activities are home to is owned by the Mid Murray Council. Part 1 - In recent years, the Mannum Football Club have been working with the SANFL to incorporate women and girls matches and training as part of their club which has been very successful and is continuing to grow. As this participation grows, it has become clear that to continue to grow, appropriate facilities need to be provided. Currently facilities do not accommodate for female and non-binary genders with its amenities. This includes both Netball, Tennis and Football. This grant will enable new change room amenities that meet the AFL preferred community facility guidelines and will provide for all female, non-binary participants, disabled and a parents room for all that utilise the Mannum Oval Grounds. Part 2 - There is also the urgent need of replacement infrastructure. The towers and lights at the Mannum Oval are at the end of life. The Mannum Football Club have been training on an oval with inadequate lighting for many seasons. The oval no longer has all lights operational. The lighting infrastructure is unserviceable and cannot be used on two towers. All towers are in poor condition with extensive deterioration present. Most importantly, they do not meet todays standards, even for training. They are over 40 years old and were built by the Mannum Football Club by volunteers and with fundraising. The club now supports more participants with the inclusion of women and girls adding to the training and matches on the oval. The necessity to replace this old infrastructure is imperative for safety and to support all genders to be able to participate in the game. Extra training nights, extra matches now require facilities to be able to accommodate the growing number of participants utilising the oval. Part 3 The Mannum Roos Netball Club have worked tirelessly to fundraise to upgrade their netball courts and lighting. The Mannum Oval boasts 6 courts which are all tired and need an upgrade. Originally built in 1986, these courts are 38 years old. Upgrading 6 courts with a Truflex netball surface which is totally nonslip in wet and dry conditions, and with a specially reinforced colour pigment that gives the surface a sharp colour that will not fade under the severe ultra violet rays of the sun, will ensure longevity of the courts and will ensure a safe playing surface for many years to come. Two of these courts will also provide play for competitive or recreational Tennis for women and girls . Funding required for this project is reflected in the activity budget outlining the anticipated costs.

(Limit: approx 525 words, 3,500 characters)

2,896 characters of 3,500 used

EOI Assessment Criterion 2 *

Why is your project needed?

Demonstrate how your organisation and the proposed project will improve and sustain equitable access and participation of women and girls in sport and physical activity in your community/communities.

In responding to this criterion, a strong application will detail:

- The population for which services are provided that will benefit from this project (for example, the local population of women and girls disaggregated by priority populations).
- The current infrastructure related issues that discriminate and create barriers to attracting and retaining women and girls participants.
- Why this project is considered the best option to address local need and how this need has been assessed.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

Public spaces play a significant role in community life. A safe, welcoming and inclusive environment create a sense of community, belonging and identity. For women and girls, it is important to make the public space feel safe by providing good lighting infrastructure and the social presence of other women and girls to feel less anxious and included. Having the secure and dedicated change room facilities, netball courts and lighting repairs and the oval towers and lights upgrade, this will encourage women and girls to take advantage of the positive effects this infrastructure will have on their health and wellbeing. Mannum and surrounds is a progressive growing area in the Murraylands. The population is continuing to grow as more housing developments are released. In 2023 there were 3,842 people and data show 51.4% are male and 48.6% are female. Since the previous year the population has grown by 1.59%. Cultural ancestry is represented by 14 different backgrounds with our aboriginal population growing by 2.7%. Almost half of our population are women and girls and as the township grows and more families move further out from the city suburbs to settle here, it is imperative that recreation and sporting facilities are available to meet the growing need of the community. Mannum is a priority population, and it supports the surrounding districts with its access to a gym and sports facilities. Fostering a strong equity-centric culture and ensuring facilities are available in a community to enable this is paramount to the success of ensuring women and girls are fostered in their growth in sports, physical activity, and wellbeing. In the past, male dominated sports were built with facilities specific to men and boys. Time has moved on, and we now live in a society that is working towards gender equality on all levels, including sport. But for many recreation and sporting facilities, old infrastructure has not quite caught up. By having facilities available for women and girls to feel included will encourage more female participation in all areas of sport and physical activity at the Mannum Oval. The constraints with the current infrastructure are as follows -No change room facilities for women and girls. - Lighting at the Netball Courts do not adequately light all six courts limiting use for night time matches and training and the courts are old, cracking and unsafe for use. -Lighting at the Football Oval is less than 50 lux and not suitable for training. The towers and lighting have failed on two towers with the other 4 also nearing end of life. To encourage the growth of Women and Girls in Football, this project is a priority with strong support from the community. With no change room facilities, limited failing lighting and deteriorating courts, there is currently no incentive for women and girls to enjoy sports and physical activities at the Mannum Oval Complex. An engineering report was recently received as to the state of the football oval lights and towers showing the need for replacement. Inspection of the netball courts show the cracks and deterioration of the infrastructure and the LED lighting that is not significant to cover lighting on all courts. This project will address all barriers currently raised by women and girls accessing the Mannum Oval Complex and will address the local community needs.

(Limit: approx 525 words, 3,500 characters)

3,383 characters of 3,500 used

EOI Assessment Criterion 3 *

Why you believe your organisation should get funded to deliver this project.

Demonstrate how the proposed project is an efficient use of grants funds in achieving Grant Opportunity outcomes.

In responding to this criterion, a strong application will detail:

- Why grant funding is necessary for the project to be delivered.
- Why you are the best-placed organisation to lead this project, including evidence of community support, such as endorsement and engagement with local entities, and your connection to fostering women and girls' activities.
- Any co-contributions or cost saving measures you are bringing to the project - whether from reserves or other sources of funding (such as other government grants or sponsorship) or volunteer contributions.
- How your organisation has sufficient staffing and/or access to other resources to identify and manage key risks, undertake the proposed work and deliver this project for a sustained benefit.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

Mannum is in a regional location and with a Socio-Economic Index of most disadvantaged. Gender differences have significant impact on physical, phycological and socioeconomic status. For women and girls living in a disadvantaged area, the disadvantage is increased due to bad health conditions, low economic stability leading to poverty, migrant background, and mental health issues just to highlight a few. Recreational facilities can reduce barriers faced by women and girls by providing space for physical activities, affordable enjoyment of sports and social interactions which impacts on overall health. Better access to facilities is generally associated with increased sport participation. Also, by ensuring women and girls are recognised and catered for at recreational facilities, this provides more family interactions. Mid Murray Council is committed to ensuring that sporting/recreational facilities achieve gender equality and foster a safe and welcoming environment. Engagement with both the Mannum Football and Netball Clubs highlighted that they need facilities upgraded to ensure the continual growth of their clubs and to support women and girls in all sporting activities and those accessing the grounds to support or gather socially. In todays climate, many women are now working to support their family. Therefore, most training that happens during the week is in the evening. Winter sports require lighting. The SANFL and Mannum Football Club have provided funding towards this project in the hope further funding can be found to make this happen. In 2025, The Mannum Football Club will celebrate 100 years of participation in this sport and will celebrate now with female participants. Change room facilities, resurfacing of courts and lighting are imperative if we are striving to incorporate women and girls to be inclusive in our clubs. The Mannum Netball Club have committed funding to the project. They are 42 years strong and hope to celebrate 50 years in 2032 with facilities to be proud of. Mid Murray Council have Project Officers skilled in managing projects of this scale and can manage key risks with assistance from our WHS Risk Assessment Officer. All infrastructure will be included in Councils Asset Management Plan. Councils financial capacity to deliver new projects is exacerbated by the recent River Murray Flooding event. Council was the most impacted Local Government region and recovery is still taking place. In February 2023, The Essential Services Commission of South Australia provided key findings advising our current financial position was potentially unsustainable with recurring operating deficits resulting from its revenue base. We received advice to adhere to the principles underpinning our long-term financial plan projections to provide more funding to the renewal of our assets, rather than prioritising initiatives which involved new or upgraded infrastructure. To proceed with this project, grant funding is needed. This project will showcase the commitment from Council to women and girls that they are supported to lead, engage and participate at all levels and in all roles of community sport. The Victoria Universities paper 'No boundaries for women and girls in sport and physical activity' states 'Infrastructure is in place for women and men to participate in the sport they choose'. Infrastructure for women and girls to feel safe, welcome and have equality of opportunity to participate, just like men do.

(Limit: approx 525 words, 3,500 characters)

3,499 characters of 3,500 used

Additional Information

Consortium *

Are you applying as a lead organisation on behalf of a consortium?

If 'yes', please list the organisations included in the consortium below.

Note: Lead organisations of consortiums cannot submit a separate application. Consortium arrangements are strongly encouraged and in most instances required for larger scale projects and will be viewed favourably during the grant assessment process.

Note: If more than 20 organisations are included in your consortium you will be provided with a space to upload an attachment with the additional organisations.

You must respond to this question.

Please select the most appropriate option.

☐ Yes ☒ No

If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

The panel of consortium members does not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the consortium arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

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Multiple Applications *

Is your organisation also applying under Stream 2: Participation and Equipment?

Note: Applications for Stream 1 and Stream 2 are to be submitted via separate application forms.

You must respond to this question.

Please select the most appropriate option.

- ☐ Yes
- ☒ No

Interconnected Projects *

Is the success of your project under Stream 2 (participation or equipment) dependent on the success of your project under Stream 1 (facilities)?

If Yes, describe how the projects are connected in the text box below.

If the projects are not dependent or you are not submitting an application under Stream 2, write 'N/A' in the text box below.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

Not Applicable

(Limit: approx 150 words, 1,000 characters)

14 characters of 1,000 used

Co-Contributions *

Are there any confirmed co-contributions to the total cost of the project?

Whilst no minimum co-contribution is required, co-contributions are strongly encouraged and in most instances required for larger scale projects and will be viewed favourably during the grant assessment process.

The grant amount will be up to 100 per cent of total project costs (noting that co-contributions will provide additional funding to whole-of-project costs), up to the maximum grant amount and only for eligible expenditure.

You must respond to this question.

Please select the most appropriate option.

- ☒ Yes
- ☐ No

If Yes, provide details of other contributions which will be relied upon to complete this Activity.

Please note that you may be requested to provide letters of support or other forms of evidence before your Application is considered further in the assessment process.

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Transport, Regional Development, Communications, Sport and the Arts

Attachments

EOI Assessment Criterion 1: Indicative Activity Budget *

Attach your completed indicative activity budget outlining the anticipated costs of the project.

Note: This template is available on GrantConnect and does not count towards the word/character limit for Criterion 1.

You must respond to this question.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

[GO6763 - Play Our Way Program - Stream 1 EOI Facilities - Attachment Pack - Budget only \(3\).xlsx](#)

EOI Assessment Criterion 1: Letter of Agreement and/or Evidence of Tenure *

Attach a letter of permission and agreement from the facility and landowners to all aspects of your proposal.

This should include permission for facility development and agreement to equity, access and sustainability measures.

Note: If you have multiple documents, scan together and attach as one file.

You must respond to this question.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

[Mid Murray Council Play our Way Grant Application Letter of Agreement.pdf](#)

Co-Contributions (If Applicable)

Attach evidence of co-contributions to total project costs (if applicable)

Note: If you have multiple documents, scan together and attach as one file.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

[Co-contribution Letters.pdf](#)

Additional Attachments Part 1 (If Required)

Attach additional documentation you were unable to upload earlier in the form.

Note: You must attach supporting documentation to your application in line with the instructions provided within the application form. You should only attach requested documents. We will not consider information in attachments that we do not request.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

Additional Attachments Part 2 (If Required)

Attach additional documentation you were unable to upload earlier in the form.

Note: You must attach supporting documentation to your application in line with the instructions provided within the application form. You should only attach requested documents. We will not consider information in attachments that we do not request.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

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Applicant Contacts

Who is the Applicant's preferred authorised contact person for this Application?

The person must have authority to act on behalf of the Applicant in relation to this Application.

Title *

Mr

First Name *

Ben

Last Name *

Scales

Position *

Chief Executive Officer

Telephone *

0885690100

Mobile

Email address *

postbox@mid-murray.sa.gov.au

Provide an alternate authorised contact for this Application.

This person must also have authority to act on behalf of the Applicant in relation to this Application.

Title *

s4

First Name *

s47F

Last Name *

s47F

Position *

Project Officer

Telephone *

0885690100

Mobile

s47F

Email address *

s47F

Declaration

Do you have any conflicts of interest that may occur related to or from submitting this application? *

☐ Yes

☒ No

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Please read and complete the following declaration.

This Declaration must be signed by an authorised representative of the Applicant (or, if this Application is a joint/consortium Application, an authorised representative of the lead organisation). The authorised representative should be a person who is legally empowered to enter into contracts and commitments on behalf of the Applicant.

I declare that:

- The information contained in this form is true and correct.
- I have read, understood and agree to abide by the Grant Opportunity Guidelines.
- I have read, understood and agree to the Grant Terms and Conditions, should this Application be successful.
- I agree to receive a Recipient Created Tax Invoice (RCTI) for this funding, should this Application be successful.
- I have read, understood and agree to information provided in this Application as detailed in the Use of Information.
- If and where any personal details of a third party are included, the third party has been made aware of, and given their permission for those details to appear in this Application and for their personal information to be shared as detailed in the Use of Information.
- I give consent to the Department of Health and Aged Care to make public the details of the Applicant and the funding received, should this Application be successful.
- I consent to receive correspondence, legal notices, grant agreements and any subsequent letters of variations to the agreement electronically. I understand and agree that my electronic correspondences constitute a valid and legally binding method for interacting under the grant agreement and the *Electronic Transactions Act 1999 (Cth)*.

- ☒ I understand and agree to the declaration above. *
- ☒ I acknowledge that giving false or misleading information to the Department of Health and Aged Care is a serious offence under Section 137.1 of the *Criminal Code Act 1995 (Cth)*. *

Full name of Authorised Officer *	Position of Authorised Officer *	Date
s47F	Project Officer	24/04/2024

Program Feedback

How did you hear about the grant opportunity? *

Direct mail/email

Did you read the grant opportunity guidelines? *

Before and during the application process

We welcome any additional feedback on the guidelines.

Your response is limited to 750 characters including spaces and does not support formatting.

(Limit: approx 113 words, 750 characters)

0 characters of 750 used

How satisfied were you with the process of applying for a grant? *

Highly satisfied

We welcome any additional feedback on the application process.

Your response is limited to 750 characters including spaces and does not support formatting.

(Limit: approx 113 words, 750 characters)

0 characters of 750 used

Please provide an estimate of the time taken to complete this Application Form, including:

- Actual time spent reading the guidelines, instructions and questions
- Time spent by all employees in collecting and providing the information
- Time spent completing all questions in the Application Form.

Hours	Minutes
12	0

A copy of the receipt will be sent to: **postbox@mid-murray.sa.gov.au**

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Australian Government

**Department of Health
and Aged Care**

Play Our Way Program - Stage Two, Stream 1 Application

Submission Reference: D7MN4LKK

Application Information

The Play Our Way program will provide funding to create greater opportunities for women and girls to access, participate in and remain involved in sport and physical activity.

This is Stage Two of Stream 1: Facilities

Single or multi-year funding to support new and upgraded facilities, playing areas or spaces for sport and physical activity, specifically for women and girls that:

- are located where the need is greatest and/or addresses unmet need
- maximises the opportunity for women and girls to participate in sport and physical activity
- are inclusive, safe, accessible, innovative and sustainable, and
- support sustained equitable access (e.g. scheduling and priority) over the short, medium and long term.

Applicants will be able to apply for a minimum of \$50,000 up to a maximum of \$1,500,000 for projects that support new and upgraded facilities, playing areas and spaces for sport and physical activity specifically for women and girls.

For Facility projects in small rural towns, remote communities or very remote communities as defined by the Modified Monash Model (MMM 5-7), the maximum will be \$2,000,000 to reflect increased costs in rural and remote areas. Projects may be assessed and offered a lower amount than applied for.

This Grant Opportunity aims to address participation barriers through safe, inclusive and sustainable facilities and programs that support the enduring engagement of women and girls in sport and physical activity.

Grant Round Administration

This grant round is being administered by the Department of Health and Aged Care.

Closing Date/Time

Applications must be submitted by **2:00pm Australian Eastern Standard Time (AEST) Monday 23 September 2024**.

Making Sure Your Application is Saved

Upon exiting the form please ensure that you use the 'Save and Close' button. The 'Continue' button should only be used as you intend to progress through the form. For your Application to be saved when exiting, you will need to click on:

- 'Save and Close', and
- 'Confirm'.

You will know that your application is saved when you are taken from the current application form page to the 'Form Saved' page.

Note that the 'Save and Close' button will ask you to 'Confirm' that you wish to save the Application, which you must do to complete the save process. If this is not done, your Application will not be saved.

You can return to your Application with the data saved using the link on the 'Form Saved' page that says 'Click here to return to your form' and confirming your submission reference ID details. Optionally, you can access the saved form via the form open email received upon beginning the Application.

Released under the FOI Act 1982 by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts

Grant Opportunity Documents

Read all information in the Grant Opportunity Documents before completing this Application Form. The Grant Opportunity Documents are available on the <https://www.grants.gov.au/> and <https://www.health.gov.au/our-work/play-our-way-program> websites. Applications will be assessed using the process outlined in the Grant Opportunity Guidelines.

Note: Applicants will be notified of the grant funding outcome on completion of the assessment process.

Application Help

Information about the Application process is available on the <https://www.grants.gov.au/> and <https://www.health.gov.au/our-work/play-our-way-program> websites.

Applicants must submit any questions relating to the Program or this Application process in writing to Grant.ATM@health.gov.au. Applicants may submit these questions up until five business days prior to the Closing Time and Date. A response will be provided within five business days.

Applicants may direct any general enquiries, requests for technical help or support in using and/or submitting the Application Form by:

- Phone 0262895600
- Email to Grant.ATM@health.gov.au

Attachment Limits

This Application Form allows users to attach files to support their application. You must provide an attachment where mandatory. Use the 'Upload File' button to select your file.

Accepted file types: .bmp, .doc, .docx, .gif, .jpeg, .jpg, .msg, .pdf, .png, .pps, .ppt, .pptx, .txt, .xls, .xlsb, .xlsx.

Note: There is a 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique using English language/characters and MUST not include foreign characters.

Sharing this Form

More than one person should not access this form at the same time. If this is done there is a risk that information entered in the form may be lost and not transferred upon submission. If you wish to share this form and access details, please ensure that only one user edits the form at any given time.

To avoid any issues with your submission, ensure each contributor has completed their updates, saved their changes and exited the form prior to another person accessing the same form.

Submission Reference ID

Each Application Form is allocated a unique Submission Reference ID. Each time this Application is accessed you will be required to use this Submission Reference ID.

Submitting an application form

Upon starting the Application a 'Form Opened' email will be sent to the primary contact, which will include a link to the Application Form as well as a submission reference ID. This will enable the Applicant to access the form at any point in time.

Please note the form will no longer be accessible after two months of inactivity.

Once you have completed this Application Form, you must submit it electronically by using the submission section at the end of this form.

Following electronic submission and completion of this Application Form, a message with your Submission Reference ID will appear on your screen. An email will be sent to the primary contact provided in the Application Form. A function is also available on the submission page to allow you to send a receipt email to the address of your choosing. Please save this email receipt for future reference and use it in all correspondence about this Application.

Please note: there may be short, scheduled outages to systems as part of regular information technology maintenance that may affect submission of this form. Notification of these outages will be on the website.

National Relay Service (NRS)

The Department of Health and Aged Care uses the NRS to ensure our contact numbers are accessible to people who are deaf or have a hearing or speech impairment. Please phone 1800555677 to access the NRS.

Australian Tax Office Reporting

The Department will need to report details of payments made to the Australian Taxation Office (ATO) as part of the taxable reporting obligations for government entities.

In general terms, the types of payments to be reported to the ATO are:

- Payments made for grants to entities with an Australian Business Number (ABN)
- Payments made for services.

If you receive a payment from the Department that meets the ATO criteria, it will be reported to the ATO as part of the Taxable payments annual report.

Further information is available on the Australian Taxation Office [website](#).

Privacy

The Department of Health and Aged Care, supported by the Community Grants Hub, uses an integrated Smartform service assisted by the Department of Industry, Science and Resources on www.business.gov.au [□](#).

If you are providing information to access a non-Department of Industry, Science and Resources program, that information will not be accessed by Department of Industry, Science and Resources employees. The only exception to this is where Senior Analysts within the Department of Industry, Science and Resources require access to your information for the sole purpose of troubleshooting technical errors. Where this occurs Senior Analysts will only access the data with permission and at the request of client agencies.

The Department of Health and Aged Care will be able to access the Application as part of the form support services.

By submitting the Application you acknowledge that the information provided in the Application may be shared with other Commonwealth and law enforcement agencies for the prevention and detection of fraud.

For more information about how the Department of Industry, Science and Resources protects your privacy and personal information, please see the Department of Industry, Science and Resources' Privacy Policy [□](#). The Community Grants Hub Privacy Policy [□](#) and WCaG Accessibility [□](#) Information and the Department of Health and Aged Care Privacy Policy [□](#) should also be read and understood.

Use of Information

Your Submission Reference is:

D7MN4LKK

Please send yourself a link to this saved form by entering your email address below. This email will detail your Submission Reference, the date and time this application process will close, and a link to access your saved form.

If you have any questions relating to this Application phone 0262895600 or email Grant.ATM@health.gov.au [□](#).

Your email address *

s47F

Confirm your email address *

s47F

Use of Information

The Department of Health and Aged Care may use the information, other than personal information, provided in this Application Form to assist it to:

- Comply with the Australian Government requirement to publish the details of all grant recipients on the GrantConnect website
- Inform staff negotiating and establishing Grant Agreements of risks and issues that need to be addressed in the Grant Agreement for that program
- Inform future assessments for Applications.

All information including personal information collected as part of this Application may be used by the department or shared with other Commonwealth and law enforcement agencies for the purpose of preventing and detecting fraud. This includes personal information of any third party provided in this Application.

You can only apply if you agree to the use of the information you provide in this form for the purposes listed above and that you have read and acknowledged the Hub Privacy Policy, the Privacy Statement, and all relevant material (including the Grant Opportunity Guidelines) as they relate to the collection and handling of personal information.



I agree *

Existing Grant Recipient

Is the Applicant an existing Grant Recipient? *

If you require assistance, please call 0262895600.

☐

Yes

☒

No

Applicant Details

Are you applying as a Trustee on behalf of a Trust? *

Note: The Trustee will enter into a Grant Agreement with the Department (should the applicant be successful).

☐ Yes ☒ No

Does the Organisation have an Australian Business Number (ABN)? *

You must respond to this question. For further details refer to <http://www.abr.business.gov.au/> ☐.

☒ Yes ☐ No

Enter the Organisation's ABN into the Australian Business Number (ABN) field and click the Validate ABN button to retrieve your registration details.

ABN *

88 313 305 455

Registration Number

Legal/registered entity name *

MID MURRAY COUNCIL

If you have Business Names registered, you can select the relevant Business Name. If you have not registered your Business Name, you can either select "Same as Legal Entity" or "Other" in the "registered business name" field. If "Other" is selected, you will be asked to provide the Organisation's registered business name in another field that will become available.

Note: If the details displayed are out of date or incorrect, please update them now via the Australian Business Register website ☐ then re-enter and validate the ABN.

Business name of the Organisation *

MID MURRAY COUNCIL

Date of Registration

01 Nov 1999

State

SA

Postcode

5238



GST Registered - Checkbox is ticked if the Organisation is GST Registered.



Registered as Charity - Checkbox is ticked if the Organisation is registered as a charity with the Australian Charities and Not-for-profit Commission (ACNC).

Does the Organisation have any of the following types of Incorporation Number: Australian Company Number (ACN), Registration Number, Indigenous Corporation Number (ICN), Incorporated Association Number (IAN)? *

Note:

An ACN (Australian Company Number) is a nine-digit number issued by the Australian Securities and Investments Commission (ASIC). It is a unique identifier purely for companies incorporated under the Corporations Act 2001 of the Commonwealth.

A Registration Number is a form of Incorporation Number for a Cooperative that has been established and/or registered under the relevant legislation in the State or Territory in which they were formed.

An ICN (Indigenous Corporation Number) is a number issued by the Office of the Registrar of Indigenous Corporations under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 – CATSI Act.

An IAN (Incorporated Association Number) is a number given to an Incorporated Association that has been incorporated or registered under the relevant incorporated associations legislation in the State or Territory in which they were formed.

☐ Yes ☒ No

What is the registered business address and main contact details of the Organisation?

The business address must be completed in full and not be a PO Box. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601.

Note: the address fields accept the characters of A to Z, 0 to 9, () , ' - / &, all other characters including carriage returns are not accepted.

Please note that if an Applicant selects 'Manually enter an address', the Department will use this non-validated address for correspondence.

Please input your address *

49 Adelaide Road MANNUM SA 5238

Main Telephone *

0885690100

Main email address *

postbox@mid-murray.sa.gov.au

Web address

mid-murray.sa.gov.au

What is the postal address of the Organisation?

The postal address must be completed in full. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601.
Note: the address fields accept the characters of A to Z, 0 to 9, () . , ' - / &, all other characters including carriage returns are not accepted.

☒ Same as business address above

What is the Applicant's financial email address for the receipt of Department of Health and Aged Care payment advice should the Application be successful? *

The email address must be entered in a valid format without spaces (eg. example@business.com.au).
Payment advice includes Recipient Created tax invoices (RCTIs).
You must respond to this question. 350 character limit.

s47F

Does the Applicant operate as not-for-profit? *

For eligibility requirements, refer to the Grant Opportunity Guidelines.
For further details about not-for-profit organisations refer to the Australian Tax Office website [□](#).
Select 'No' if the Applicant operates for profit.
Select 'Yes' if the Applicant operates as not-for-profit.
You must respond to this question.

☐ Yes ☒ No

Eligibility Requirements

What is the Applicant's entity type? *

For a list of eligible entity types, refer to the Guidelines.
If you are unsure about the Applicant's entity type, please seek professional advice (e.g. from your lawyer or accountant) or refer to the Community Grants Hub [□](#) website for further information.
Please note if you are applying as a Trustee on behalf of a Trust you must select the Trustee's entity type.
You must respond to this question. Choose the entity type that is relevant to the Applicant from the list.

Local Government

Is the Applicant able to provide documentation to support the entity type? *

If yes is selected you will be required to provide documentation to support the legal entity.
NOTE: There is a maximum of two attachments for this question if the response is Yes.
You must respond to this question.

☒ Yes ☐ No

Please provide your supporting documentation. *

[Attachment 1 D7MN4LKK MMC Evidence of Legal Entity and photos of existing facility.pdf](#)

Invitation to Apply *

Confirm your organisation received an invitation to apply from the Department of Health and Aged Care for Stream 1: Facilities based on your Expression of Interest (EOI) application.
To be eligible for this Grant Opportunity you must respond to this question.

☒ I Confirm

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Unincorporated Association *

Are you applying as an unincorporated association?

If 'yes', provide proof of entity type by your 'legal parent' organisation.

If 'no', you are confirming your organisations entity type is not an unincorporated association.

Note: If you selected your entity type as an Unincorporated Association, you are required to provide proof of your legal parent as per the *Who is not eligible to apply for the grant: Unincorporated Associations* Section of the Grant Opportunity Guidelines.

You must respond to this question.

Please select the relevant option.

Note: 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

- ☐ Yes
- ☒ No

Compliance with Building Codes *

Confirm your organisation understands your project will be required to be compliant with the Australian Building Code ☐ and National Construction Code ☐.

To be eligible for a grant, you must declare that you comply with these requirements. You may need to declare you can meet these requirements in your grant agreement with the Commonwealth.

You must ensure that the work carried out, where appropriate, is undertaken by licensed or properly qualified persons. You must also ensure that works carried out are fit for purpose and comply with the regulatory requirements of the relevant state and territory and local governments.

To be eligible for this Grant Opportunity you must respond to this question.

- ☒ I Confirm

National Redress Scheme *

Confirm your organisation or your project partner/s are not included on the National Redress Scheme's ☐ list of 'Institutions that have not joined or signified their intent to join the Scheme'.

The National Redress Scheme for Institutional Child Sexual Abuse Grant Connected Policy makes non-government institutions named in applications to the Scheme, or in the Royal Commission into Institutional Responses to Child Sexual Abuse, that do not join the Scheme ineligible for future Australian Government grant funding.

Note: If your organisation, or your project partner is an organisation included on the National Redress Scheme's website on the 'list of institutions that have not joined or signified their intent to join the Scheme' your application will not proceed to the assessment stage.

To be eligible for this Grant Opportunity you must respond to this question.

- ☒ I Confirm

Workplace Gender Equality *

Confirm you, and if applicable, your project partner/s is/are not an organisation included on the Workplace Gender Equality Agency website ☐ non-compliant list.

Note: If your organisation, or your project partner/s are an organisation included on the Workplace Gender Equality Agency website on the non-compliant organisations list your application will not proceed to the assessment stage.

To be eligible for this Grant Opportunity you must respond to this question.

- ☒ I Confirm

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Child Safety Statement and Declaration *

Can you confirm the relevant Child Safe measures will be in place before the proposed activity commences?

Note: If your proposed activity involves direct contact with children or contact with children is an expected part of the activity, you will be confirming the following measures will be in place before the activity commences:

- Child related employees, contractors or volunteers delivering the activity are compliant with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children, including mandatory reporting and Working With Children Checks.
- National Principles for Child Safe Organisations are implemented.
- All Child-Related Personnel implement the National Principles for Child Safe Organisations.
- A risk assessment has been undertaken to identify the level of responsibility for Children and the level of risk of harm or abuse to Children and appropriate risk management strategies to manage any identified risks have been put in to place.
- A training and compliance regime is in place to ensure that all Child-Related Personnel are aware of, and comply with:
 - the National Principles for Child Safe Organisations;
 - the Grantee's risk management strategy;
 - Relevant Legislation relating to requirements for working with Children, including Working With Children Checks; and
 - Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described.
- Any subcontracting arrangement entered into by the Grantee imposes the same obligations set out here on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

If your proposed activity falls under this category, and you are unable to confirm that the above Child Safe measures will be in place before the activity commences, you may be ineligible for funding.

Note: If your proposed activity involves irregular or unplanned contact with children, you will be confirming the following measures will be in place before the activity commences:

- Child related employees, contractors or volunteers are compliant with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children, including mandatory reporting and Working With Children Checks however described; and
- Any subcontracting arrangement entered into by the Grantee, for the purposes of this grant opportunity, imposes the obligations above on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

If your proposed activity falls under this category, and you are unable to confirm that the above Child Safe measures will be in place before the activity commences, you may be ineligible for funding.

You must respond to this question.

Please select the relevant option/s.

Level of contact with children

Not applicable - the proposed activity does not interact with children
--

Confirmation

Child Safe measures are NOT applicable
--

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Governance

Relevant Persons *

Has any senior official or person to be involved in delivering the Activity been involved in any of the following events in the last 5 years?

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

- ☐ Governance Investigation of relevant person(s).
- ☐ Any business failure of relevant person(s) including business failure of entities in which they hold, or held at the time of the event, a management or board position. Examples of a business failure include a Court Ordered or a Creditors Voluntary Administration Liquidation, External Administration, or Receivership.
- ☐ Bankruptcies of relevant person(s).
- ☐ Bankruptcy proceedings, including part IX Debt Agreements or Part X Insolvency Agreements, against relevant person(s).
- ☐ Litigation against relevant person(s) including judgement debts.
- or
- ☒ None of the above apply and there is no adverse information on any relevant person associate with this entity.

Reportable Events *

Select the appropriate box(es) that relate to any events to which your entity may have been subjected in the last 5 years.

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

- ☐ Governance Investigation of your organisation or related entities.
- ☐ Litigation or liquidation proceedings.
- ☐ A contract with your entity terminated by the other party.
- ☐ Contingent liabilities of a material amount.
- ☐ Overdue tax liabilities.
- ☐ Factors which might impact on your entity. For example, pending significant litigation, business commitments, collections by debt collection agencies on behalf of creditors, or potential liquidation proceedings.
- ☐ Any significant change in your entity's financial position not reflected in the financial statements provided.
- ☐ Any other particulars which are likely to adversely affect your capacity to undertake this project.
- or
- ☒ None of the above events apply and there is no adverse information on my entity.

Does the Applicant have the following documents?

Note: You may be required to provide copies of the below documentation within 7 days upon request.

1. Documented organisational and financial policies and procedures. *

☒ Yes ☐ No

2. Business plan and/or strategic plan. *

☒ Yes ☐ No

3. Risk management plan. *

☒ Yes ☐ No

Project/Activity Details

Provide a short title of your Application for this Project/Activity. *

This field accepts the characters of A to Z, 0 to 9, () . , ' & - / \ @ , all other characters including carriage returns are not accepted.

Mid Murray New Female Sports Facility Project

(Limit: approx 38 words, 250 characters)45 characters of 250 used

Provide a brief description of your project or the services to be delivered and how it will contribute to the objectives outlined in the Grant Opportunity Guidelines. *

Question Instructions:

- The response should be easy to understand and written in plain English. Try not to use technical terms, acronyms, or lingo.
- Your response should be a stand-alone summary of your project, or explain how you will implement the services detailed in the Grant Opportunity Guidelines.
- The description may be used as part of our application review, and may be copied or published for reporting or grant agreement purposes.

Mannum Sports Precinct is well utilised and home to AFL, netball, tennis and cricket and the Agricultural Society, Lions and RSL Clubs and Mannum Riding Club . Each game day the Precinct hosts over 400 female sports participants. Existing male change rooms are 40 years old and do not cater for female players/officials. There are no amenities for people with disability or baby change facilities.
The Ausplay Sport Report shows netball, football and tennis are popular sports for women and facilities that target these sports will have significant impact. This project will deliver on the POW objectives i.e. meet local needs, creating positive experiences, and increase female participation in sport through equitable access to AFL standard female/unisex and universally accessible facilities. This includes new changerooms and a multipurpose space for teaching, social activities, gym and creche. New surface and lighting to the netball/tennis courts will improve safety and accessibility.

(Limit: approx 150 words, 1,000 characters)993 characters of 1,000 used

In which service area/s is the Applicant proposing to deliver the Project/Activity? *

Instructions:

- The Service Area Type field below indicates the service areas relevant to this grant opportunity.
- If applicable, choose the relevant state/territory to view the available service areas.
- Tick the applicable service area/s where you are proposing to deliver this Project/Activity.
- Untick the selected service area/s to remove selection.

IMPORTANT NOTE:

You may only select 40 service areas per form. If you wish to apply for more services areas, a separate form/s will need to be completed.

Selected service area/s *

☒ South Australia

Project Location Address

What is the main location of your anticipated project?

Enter the address of the project location.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ , other characters and formatting are not accepted.

Location Name *

Mannum

Please input your address *

Lot 124 North Terrace PORT MANNUM SA 5238

Multiple Locations *

Will this project be delivered across more than 1 location?

If 'yes', write the address of the additional location/s in the textbox below.

You must respond to this question.

Please select the relevant option.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ % , other characters and formatting are not accepted.

☐ Yes

☒ No

MMM Locations *

Which MMM location/s ☐ is your project located?

The Modified Monash Model (MMM) is how we define whether a location is metropolitan, rural, remote or very remote. The model measures remoteness and population size on a scale of Modified Monash (MM) categories MM 1 to MM 7. MM 1 is a major city and MM 7 is very remote.

You must respond to this question.

Please select the relevant option/s.

- ☐ MM1
- ☐ MM2
- ☐ MM3
- ☐ MM4
- ☒ MM5
- ☐ MM6
- ☐ MM7

Funding Year/s *

Which financial year/s is your organisation seeking funding to undertake the project?

Under Stream 1: Facilities, projects may be funded on a single or multi-year basis. The grant amount will be up to 100 per cent of total project costs (noting that co-contributions will provide additional funding to whole-of-project costs), up to the maximum grant amount and only for eligible expenditure.

Note:

- You will be asked to provide the amount of funding you are seeking across each financial year later in the application form.
- All co-contributions and other sources of funding must be listed in your activity budget.

You must respond to this question.

Please select the relevant option/s.

- ☒ 2024 - 2025
- ☒ 2025 - 2026
- ☐ 2026 - 2027

Multiple Grant Projects *

Are you receiving funding from another Commonwealth source for the same eligible grant activities as requested in this application?

If 'yes', list the details of the program you are receiving funding from. By selecting 'yes' you are confirming you are receiving funding from another Commonwealth source for the same eligible grant activities as requested in this application. We cannot provide a grant if you receive funding from another Commonwealth government source for the same eligible grant activities.

Note: The Play our Way program will complement and strengthen existing state and territory government activities to improve facilities for sport and physical activity and increased engagement of women and girls in sport and physical activity; and will not duplicate existing Australian Government-led community infrastructure and participation programs.

You must respond to this question.

Please select the relevant option.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

- ☐ Yes
- ☒ No

Sport/s Type Part A (A-K) *

What are the primary sport/s or physical activity/ies that your project is targeting?

Note: Sport types are split across two questions. Refer to Sports Type/s A (A to K) and Sport Type/s B (L to Z).

You must respond to this question.

Please select the relevant option/s.

☒

I have selected a sport under the question Sport/s Type B

☒

AFL

☐

Aircraft Sport

☐

Archery

☐

Artistic Swimming

☐

Athletics

☐

Badminton

☐

Baseball

☐

Basketball

☐

Billiards/Snooker/Pool

☐

BMX

☐

Bocce/Boules

☐

Boccia

☐

Bowls

☐

Boxing

☐

Calisthenics

☐

Campdraft

☐

Canoeing/Paddlesports

☒

Cricket

☐

Croquet

☐

Curling

☐

Cycling

☐

Dance Sport

☐

Darts

☐

Diving

☐

Dodgeball

☐

Dragon Boat

☐

Eight Ball

☐

Equestrian

☐

Fencing

☐

Fitness/Gym

☐

Floorball

☐

Flying Disc

☐

Football (Soccer)

☐

Gaelic Football

☐

Goalball

☐

Golf

☐

Gridiron

☐

Gymnastics

☐

Handball

☐

Hockey

☐

Hurling

☐

Ice Hockey

☐

Ice Racing

☐

Ice Skating

☐

Indoor Football/Futsal

☐

Jogging/ Running

☐

Judo

☐

Jujitsu

☐

Karate

☐

Kendo

☐

Kiteboarding

☐

Kung Fu - Wushu

☐

Other

Sport/s Type Part B (L-Z) *

What are the primary sport/s or physical activity/ies that your project is targeting?

Note: Sport types are split across two questions. Refer to Sports Type/s A (A to K) and Sport Type/s B (L to Z).

You must respond to this question.
Please select the relevant option/s.

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<input checked="" type="checkbox"/>	I have selected a sport under the question Sport/s Type A
<input type="checkbox"/>	Lacrosse
<input type="checkbox"/>	Modern Pentathlon
<input type="checkbox"/>	Motor Sport
<input type="checkbox"/>	Motorcycling
<input type="checkbox"/>	Mountain Bike
<input type="checkbox"/>	Muaythai
<input checked="" type="checkbox"/>	Netball
<input type="checkbox"/>	Orienteering
<input type="checkbox"/>	Outrigger Canoeing
<input type="checkbox"/>	Paddle
<input type="checkbox"/>	Petanque
<input type="checkbox"/>	Pilates
<input type="checkbox"/>	Polo
<input type="checkbox"/>	Polocrosse
<input type="checkbox"/>	Pony Club
<input type="checkbox"/>	Powerlifting
<input type="checkbox"/>	Roller Sports
<input type="checkbox"/>	Rowing
<input type="checkbox"/>	Rugby League
<input type="checkbox"/>	Rugby Union
<input type="checkbox"/>	Sailing
<input type="checkbox"/>	Shooting
<input type="checkbox"/>	Skate
<input type="checkbox"/>	Skateboarding
<input type="checkbox"/>	Skiing
<input type="checkbox"/>	Skiing
<input type="checkbox"/>	Skiing
<input type="checkbox"/>	Snowboarding
<input type="checkbox"/>	Softball
<input type="checkbox"/>	Special Olympics
<input type="checkbox"/>	Sport Climbing
<input type="checkbox"/>	Squash
<input type="checkbox"/>	Strength Training
<input type="checkbox"/>	Surf Life Saving
<input type="checkbox"/>	Surfing
<input type="checkbox"/>	Swimming
<input type="checkbox"/>	Table Tennis
<input type="checkbox"/>	Taekwondo
<input checked="" type="checkbox"/>	Tennis
<input type="checkbox"/>	Tenpin Bowling
<input type="checkbox"/>	Tai Chi
<input type="checkbox"/>	Touch Football
<input type="checkbox"/>	Triathlon
<input type="checkbox"/>	Underwater Sports
<input type="checkbox"/>	Volleyball
<input type="checkbox"/>	Walking (Recreational)
<input type="checkbox"/>	Water Aerobics
<input type="checkbox"/>	Water Polo
<input type="checkbox"/>	Water Skiing/ Wakeboarding
<input type="checkbox"/>	Weightlifting
<input type="checkbox"/>	Wheelchair Basketball
<input type="checkbox"/>	Wheelchair Rugby
<input type="checkbox"/>	Wrestling
<input type="checkbox"/>	Yoga
<input type="checkbox"/>	Other

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Other Sport/Type *

Did you select 'Other' from the list of Sport/s Types in the questions above?

If 'yes' enter the name of the sport/s or physical activity/ies in the text box below.

You must respond to this question.

Please select the relevant option.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

- ☐ Yes
- ☒ No

Anticipated Project Start Date *

What is the anticipated start date for your project?

Enter the date you anticipate your project to begin.

You must incur the expenditure on your grant activities between the start date and end or completion date of your grant activity for it to be eligible.

You must respond to this question.

Use the calendar icon or type in the field using the format dd/mm/yyyy.

01 Dec 2024

Anticipated Project Completion Date *

What is the anticipated project completion date?

Enter the date you anticipate your project to be completed by.

As per the Project Period Section within the Grant Opportunity Guidelines, the maximum grant period is three years. You must complete your project by 30 June 2027.

You must respond to this question.

Use the calendar icon or type in the field using the format dd/mm/yyyy.

30 Jun 2026

Priority Populations *

Which priority population/s is your project targeting?

As per About the Grant Program section of the Grant Opportunity Guidelines one of the intended outcomes of the program is to decrease the discrimination and inequality women and girls experience through increased participation, retention, engagement, and sense of belonging of women and girls in sport and physical activity in the community, with a focus on priority populations, and addressing intersectional disadvantage.

Priority Populations refers to women and girls who face barriers to participation, such as those who:

- are culturally and linguistically diverse (CALD)
- are First Nations peoples
- live with disability
- reside in regional, rural and remote areas (MMM 3 - 7 ☐)
- reside in a low socioeconomic area and/or
- identify as belonging to the LGBTIQ+ community.

If your project is targeting women and girls generally, select 'N/A'.

You must respond to this question.

Please select the relevant option/s.

- ☐ CALD
- ☒ First Nations
- ☐ Disability
- ☒ MMM 3 - 7
- ☒ Low socioeconomic
- ☐ LGBTIQ+
- ☒ N/A

Performance Indicators *

Confirm you understand your organisation will be required to provide baseline information, during and after the project in line with the performance indicators in the Grant Opportunity Guidelines.

Availability of safe, accessible, inclusive, welcoming facilities for sport and physical activity that meet the need of women and girls.

Measures include:

- subjective (e.g. participant surveys) assessment of experience and satisfaction with facilities such as feeling; safe, supported, included, and welcome to participate in sport and physical activity; facilities are appropriate for needs; and measured before (baseline), during and after project, disaggregated by priority populations and by whether new/existing participants).

Availability and use of facilities for women and girls to participate in sport and physical activity.

Measures include:

- increased average number of hours of facility use by women and girls (measured before (baseline), during and after project, disaggregated by priority populations)
- increased proportion of space (including prioritised space) used by women and girls (measured before (baseline), during and after project, disaggregated by priority populations)
- increased number of women and girls participating in sport and physical activity (measured before (baseline), during and after project, disaggregated by priority populations and by whether new/existing participants).

To be eligible for this Grant Opportunity you must respond to this question.

☒ I Confirm

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Financials

Provide a breakdown of the requested grant funding for each previously selected service area/s. *

South Australia

2024-2025 (exc GST) *

\$	258,427.00
----	------------

2025-2026 (exc GST) *

\$	904,331.00
----	------------

2026-2027 (exc GST) *

\$	0.00
----	------

Total funding

\$	1,162,758.00
----	--------------

Approx. % of Total

	100
--	-----

Summary

2024-2025 Total

\$	258,427.00
----	------------

2025-2026 Total

\$	904,331.00
----	------------

2026-2027 Total

\$	0
----	---

Total funding

\$	1,162,758.00
----	--------------

Provide bank account details for receipt of grant payments should the Application be successful.

You must respond to this question.

Bank account details for the receipt of payments:

- BSB Number: Enter the BSB number for the Applicant's nominated bank account. Must be 6 digits only. Do not enter spaces or other characters.
- Account Number: Enter the account number for the Applicant's nominated bank account. Must be 2 to 9 digits only. Do not enter spaces or other characters.
- Account Name: Enter the account name for the Applicant's nominated bank account. The account name should be as it appears on the bank statement. 60 character limit. The character count includes letters, numbers, spaces, paragraph marks, bullet points etc.

NOTE: This field accepts the characters of A to Z, 0 to 9, () . , ' & -/ \ @, all other characters including carriage returns are not accepted.

BSB number *

Account number *

s47G(1)
()

s47G(1)
()

Account Name *

Mid Murray Council

You must attach verification documentation to verify bank account details. *

Bank verification must accompany all applications. The following information is required in order to verify the bank account details provided.

Acceptable verification documentation is a recent bank statement, issued in the last 6 months, in a pdf file type. The bank account must be in the name of the organisation applying for funding. The transaction details and balances can be hidden but the BSB, Account Number and Account Name must be visible.

You may be contacted by the Community Grants Hub seeking additional information to support the verification of your bank account details.

Attachment 2 D7MN4LKK MMV Verification of Bank Account and evidence to support Assess Criteria.pdf


Assessment Criteria

Assessment Criterion 1 *

Alignment with Grant Opportunity Objectives [25%]

Describe your grant project and how the grant activity contributes to the objectives and outcomes of the grant opportunity as described in *About the Program*.

You should demonstrate this through identifying:

- how the activities proposed in your application align with the grant opportunity's objectives and outcomes, supported by available data, such as AusPlay .
- your understanding of local women and girls' unmet need in sport and physical activity.
- your meaningful engagement with local women and girls.
- how your proposed activities can address and reduce discrimination, inequality and barriers for women and girls to access, participate and remain engaged in sport and physical activity at a local level, with a focus on priority populations.
- how your proposed activities can promote safe, inclusive, equitable and sustained access for women and girls to participate in sport and physical activity at a local level, with a focus on priority populations.
- how you have understood women and girls' requirements and preferences for sport and physical activity facilities and good practice approaches to address these.
- how your proposed activities demonstrate value for money.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

Mid Murray Council area has 18 sporting clubs with around 500 female players, mostly in Mannum which is Councils largest service centre. The Sports Precinct is home to football, netball, tennis and cricket clubs. On game days, the Precinct hosts over 400 sportswomen - 150 footballers, 240 netballers and 25 tennis players. There are no female facilities in Mannum or the entire Council area. Existing male change rooms are nearly 40 years old and do not cater for female players. There are no amenities for people with disability or baby change facilities. In addition, Mannum is an identified growth area, with a projected population growth rate of 25% s and new, universal sport facilities are needed to future proof the Precinct.

The project will decrease discrimination/inequality female players experience by constructing AFL standard change facilities and the surface upgrades to the netball/tennis courts will increase player safety. These improvements will attract more female players to all sports co-located at the Precinct and meet the local needs of female players, officials and volunteers. As the Ausplay National Sport Report shows netball, football and tennis are three of the most popular sports for women aged 15-54, representing 35% of the local female population. Improvements that target these sports will have greatest impact in terms of creating positive experiences for female players and in providing value for money. The outcomes of this project align with the Play Our Way, POW program objectives in the following ways

.Construction of new, safe female friendly change facilities tailored to meet the needs of the regions female players including accessible amenities is an enduring initiative, supporting equity and inclusion as it will provide female players of football, netball, tennis and cricket with facilities comparable to other regional/urban areas.
.Mid Murray is an area of high need and a priority population. It is one of the most disadvantaged areas of regional SA including intersectoral disadvantage based on the ABS population demographics low SEIFA Index, 914.5, high unemployment rate, 6% and higher number of First Nations residents than in other parts of SA. In addition, Mid Murray was the most impacted local government area in SA from the recent flooding of the Murray River and the reinstatement of public infrastructure is estimated at \$15M, making a significant impact in Councils financial capacity to fund other projects.
.Further evidence of unmet need and a priority population - Murray and Mallee region includes Mid Murray and has one of the lowest percentages of female friendly facilities in regional South Australia i.e only 13%, SANFL audit. While the Ausplay Report shows an increase in girls participating in football/soccer, this is not the case in regional areas as the Report shows that since last year, participation has decreased among children in rural areas and SA has one of the lowest overall participation rates. The Report also shows that across all seven levels of participation, female participation rates are lower in SA than nationally.
.Design/construction of new female facilities considers Principles of Universal Design as well as AFL/SANFL Facility Guidelines for Inclusive Design, Australian Human Rights Commissions Guidelines for the inclusion of transgender/gender diverse people in sport and Inclusive SAs 7 Principles of Universal Design.
.Female friendly infrastructure will create social and networking spaces and opportunities for girls/women to come together, creating a sense of belonging
.Codesign of the new infrastructure has occurred with female players and the community - reducing discrimination and inequality and ensuring the needs of all females experiencing intersectional disadvantaged are included.
.Women/girls will have equitable access to sport facilities including facility scheduling i.e. training and competition times.
.Multi-use areas that encourage inclusion of all players and create social connections, creche, private and inclusive change facilities that are welcoming and safe are enduring initiatives that address barriers to participate in sport and create positive experiences for women and girls

Council in collaboration with the sports clubs have consulted with female players to identify their needs for ongoing participation in sport. Priority needs are 1. lack of female change facilities for all sports and 2. the poor and unsafe condition of the netball/tennis courts. When the construction is complete, the new facilities will enable clubs to develop programs that encourage participation and inclusion from underrepresented groups, such as First Nations, culturally diverse backgrounds and women with disability.

Partnerships with schools and community organisations will be crucial to building inclusion programs. These organisations have provided ideas to how to increase participation of young girls in sport and innovative programs that can provide enduring benefits. This may include social events, leadership programs and training as female umpires and officials, fitness, dance or yoga classes, mother and daughter events, and female only come and try activities that will build confidence and enable females who are marginalised or not engaged in sport to experience the new facilities. These social opportunities foster engagement, while incorporating sustainability to ensure that these benefits last long-term.

In terms of value for money, the inclusion of energy efficient building design and appliances will reduce running costs. Increasing the number of females participating in football, netball and tennis will grow club revenue through membership and sponsorship. Hiring out the facility to other sports clubs and for social events will also build long term financial sustainability and confirms that Council and the sport clubs value female equality, safety and inclusion, that will build community pride.

(Limit: approx 900 words, 6,000 characters)

5,971 characters of 6,000 used

Assessment Criterion 2 *

Organisational capacity and project viability [25%]

Describe your organisation's capability to administer the grant activity.

You should demonstrate this through identifying:

- details of your organisation's relevant experience, skills, adequate infrastructure and resources to successfully implement and manage proposed grant activities. This may include reference to organisational capability as identified by the Australian Sports Commission's Game Plan ☐ platform.
- the viability of the project in terms of long-term impact and commitment to women and girls' participation in sport and physical activity.
- how your organisation will sustain the project and its impact on supporting women and girls beyond the funding period.
- how your organisation will measure and evaluate impact during and beyond the funding period.

Along with your response to this criterion you must complete the activity work plan, activity budget (inclusive of construction quotes) and risk management plan (templates on GrantConnect). The activity work plan, activity budget and risk management plan, do not count towards the character limit for this criterion.

Note: If this grant application is being delivered by a consortium, provide detail of the consortiums capacity to administer programs in an efficient, outcome focussed manner and your experience working and communicating with the other participating organisations.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

The project delivery team has the right skills and experience to deliver this project. Councils CEO, Ben Scales will be accountable for project delivery in accordance with contractual obligations with the Australian Government. The Project Manager Gary Mavrinac is Councils Director of Development and Community Services and brings significant and recent experience in construction and upgrading of community assets that have been delivered to standard, on time and within budget. Gary will be supported by Dawn Stewart, Community Liaison and Grants Officer, who has been employed with the Council for 20 years and works directly with community supporting them with grant writing and project planning. Dawn has detailed knowledge of local needs and concerns of the community and has strong connections with all sporting clubs and has met regularly with female players to co-design this project. This will be the first project addressing directly the needs of female players in our region.

The project will include elements of community collaboration and capacity building supporting the ASC, Game Plan platform. Game Plan will be a valuable tool to support clubs and Council staff will explore how to access resources and education programs based on clubs specific needs i.e. ensuring the facility design is inclusive and accessible for all females including those in marginalised or underrepresented groups.

As Project Manager, Gary will be responsible for the day to day management and has access to a range of key executive staff with responsibilities in planning, legislative responsibilities, governance, economic development, finance, Human Resources and risk management. Project staff also have unlimited access to Council resources including vehicles, relevant technology and administrative resources to deliver the project.

Gary will use a comprehensive project management approach that provides the combination of logically related steps, methods and processes that plan, develop, control and deliver a project throughout the implementation process until successful completion. This will ensure a whole of Council approach to project implementation.

Councils combined method of internal project management with construction works by external companies will provide a cost-effective, well-resourced, efficient and timely project management process. This quality approach to project management and governance will give assurance to the Australian Government that the project is ready and will be delivered on time, to a high standard and within budget. Council will give preference to companies who have existing experience and knowledge of the project requirements resulting in a more cost effective and time efficient process.

The Game Plan platform can provide additional management support to Council as it can track progress of milestones, identify potential issues early, and ensure that the project remains on schedule, leading to successful project completion. This can assist in providing evidence to support continued investment in sports infrastructure. Council and the sporting clubs are confident that the project will be viable in the long term based on the consultation and co-design of this project with existing female players and more broadly females in the community. Adhering to the Principles of Good Design for building and construction will contribute to the longevity of the asset and continue to meet the needs of the current and future population.

Dawn will continue to build relationships with the football, netball and tennis clubs and the Game Plan platform can be used to track participation data and inform decision making in terms of whether the current facilities and programs are increasing female participation in sport. This will also support the collection data for the performance indicators specified in the application form. In collaboration with clubs and other organisations, barriers and solutions can be built into programming at the facility. Council has an annual program of capital renewal and on completion of construction, staff will initiate an appropriate maintenance and upgrade schedule as part of Councils Long Term Financial and Asset Management Plan which includes future and preventative maintenance schedules. This supports longevity of the project infrastructure reducing the need for upgrade or replacements for many years. This process will specifically monitor the new features that decrease discrimination and inequality of women in sport and ensure they remain of a high standard. In support of Councils commitment to sustaining infrastructure through its entire useful life, a straight-line depreciation has been applied over the estimated 30-year life of the infrastructure and provides an estimated commitment of \$7500 per annum.

Monitoring and evaluation are the way Council, sporting clubs and the government will know that the project has delivered its intended objectives and outcomes and to what extent, both within the construction phase and the ongoing future benefits. Council have experience in evaluating projects and staff will develop a comprehensive project evaluation plan at the outset of the project to determine the extent to which the project has met its stated objectives, specifically about public benefit or need and financial and risk management. This evaluation plan will

- .provide an understanding of program features that did and did not work
- .measure program success in meeting stated goals and objectives
- .provide an evidence base to justify future expansion or upgrades
- .provide accountability

Evaluation measures using both qualitative and quantitative methodologies will inform project reporting including project performance indicators outlined earlier in this form. This may include tracking participation rates, and user satisfaction with the new facilities and the Game Plan platform may be useful. A project final report will provide details of the outcomes achieved.

(Limit: approx 900 words, 6,000 characters)

5,987 characters of 6,000 used

Assessment Criterion 3 *

Inclusion [25%]

Describe how your organisation, if successful in your grant application, will address discrimination and inequality, drive gender equality in sport and physical activity at the community level.

In providing your response to this criterion you should include, but are not limited to:

- your organisation's policies, procedures and strategies that reflect:
 - fair and equitable access (e.g. facility schedules that include all training and competition times)
 - commitment to gender equity at all levels of the organisation
 - inclusion
 - cultural competency in working with First Nations peoples and communities
 - member protection
 - safeguarding
 - anti-discrimination and
 - harassment.
- your organisation's (and/or partnership's and/or consortia's) existing connection to, understanding of, and commitment to women and girls.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

Mid Murray Council operates within the legislative framework of the Local Government Act 1999 that includes the requirement for policies/strategies that promote diversity, discrimination and equality both in the workplace and community. Council Elected Members and staff take these responsibilities seriously and have developed a range of relevant policies/documents, see below. These support a fair and equitable workplace and ensures that regardless of background, gender or ability, every resident has the same opportunities to access Council services and programs and to influence decision making

.Council Strategic Plan Our people are valued and supported by promoting a positive, supportive and inclusive workplace
.Reconciliation Action Plan improve employment outcomes within Council by increasing Aboriginal and Torres Strait Islander recruitment, retention and professional development increase Aboriginal and Torres Strait Islander supplier diversity to support improvement economic and social outcomes
.Disability Access and Inclusion Plan universal design throughout Council facilities, encourage volunteers, work experience and employment, People and Culture Manual including non-discriminatory employment and engagement processes
.Work Health and Safety and Return to Work Policy
.Code of Conduct for Council Employees Policy
.Risk Management Policy
.Internal Control Procedures
.Code of Conduct for Council Employees and Council Members
.Employee Behavioural Internal Policy
.Public Consultation Policy
Refer to www.mid-murray.sa.gov.au

As further evidence of Councils commitment to female equity and inclusion, this project will construct universally accessible change facilities and increase safety for tennis/netball for the three most popular sports in the Murray and Mallee region netball, football and tennis. This will be the first female facility in the Council district and will be a catalyst for wider change in sports infrastructure and community engagement, influencing other community-based sports organisations to follow suit. Building the first female friendly facility sends a strong message about gender equity in sports to the local community, making it clear that female athletes deserve equal resources and space. This may drive other clubs to prioritise gender-inclusive infrastructure.

The Mannum Roos Football Executive Committee in partnership with Council staff will oversee activation of the female friendly facility, demonstrating the Clubs commitment and aim of being a regional leader in addressing discrimination and driving gender equality and diversity in sport. The Club is committed to providing equal access to facilities and programs that support and enhance participation of women in sports at all levels, from grassroots through to elite. Not only are the facilities vital, but also the policies and procedures to ensure the clubs culture is focused on equal and fair access. Having female friendly sporting facilities sends an important message to all female residents, that they are welcome in their chosen sport, and that their clubs culture is one that will facilitate and support their participation.

As a result, the Club has developed an Equitable Access and Usage Policy that provides a management framework for Mannum Roos Football Club to address barriers experienced by women and girls in accessing and using community sport facilities. The purpose is to ensure all voices, concerns, and experiences, are integrated into the design, implementation, monitoring of policies and programs. The Mannum Roos Netball Club and Mannum Tennis Club have been consulted in the development of this Policy and fully support it.
The Club acknowledges that its important to consider and prioritise all current and future planning, policy, service delivery and practice across all levels of the Club as they relate to community sports infrastructure and the Policy aims to

.Ensure women and girls have equitable access to sport and recreation facilities including facility scheduling i.e. training and competition times.
.Foster positive sport and recreation participation experiences for women and girls.
.Increase utilisation of sport and recreation facilities by women and girls.
.Create a safe, inclusive, and respectful environment for all participants, regardless of their gender identity or gender expression, people with disability, First Nations peoples, and people from culturally and linguistically diverse backgrounds.

Their policy states that the Club acknowledges
.the disadvantaged position some individuals have had in the sport and recreation sector because of their gender
.that achieving gender equality will require diverse approaches for women and girls to achieve similar outcomes for people of all genders
.that achieving equality will require diverse approaches for men, people with disability, First Nations peoples, LGBTQIA people and people from culturally and linguistically diverse communities to achieve similar outcomes for all people.

Mannum Roos Football Club will
.engage fairly and equitably with council, SANFL, the clubs sport workforce, participants, other facility user groups and club members regardless of their gender, in a positive, respectful, and constructive manner
.engage in the process of Gender Impact Assessments (GIA) to assess the implications for women and girls of any planned action, including policies, programs and communications
.engage with the broader sport club community to assess the implications for gender identity or gender expression, men, people with disability, First Nations peoples, and people from culturally and linguistically diverse background of any planned action, including policies, programs and communications.

Re monitoring and compliance, data and feedback can be collected via the Game Plan platform and will continually be used to inform decision making and analyse the effectiveness of the outcomes.

(Limit: approx 900 words, 6,000 characters)

5,945 characters of 6,000 used

Assessment Criterion 4 *

Strategic alignment and engagement [25%]

Describe how your grant activity aligns with local and national policies and programs and how your organisation will engage with key stakeholders.

In providing your response to this criterion you should include, but are not limited to:

- how your organisation/consortium can ensure effective delivery of the grant objectives and outcomes
- your organisation's/consortium's strategies to:
 - work with local government and the community, and
 - identify, engage and collaborate with relevant stakeholders.
- how your proposed activity will complement and/or amplify, and not duplicate, existing local initiatives.
- how your proposed activity aligns with local and other strategic plans, including for instance, measures associated with the *National Agreement on Closing the Gap* [□] and *National Strategy to Achieve Gender Equality* [□].

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

Council staff have completed significant preparatory work for this project including development of plans and designs in collaboration with clubs and female players, costings, assessed the regulatory requirements and building approvals, and completed the activity work plan, budget and risk plan attached. In addition, Council has identified project staff and established a governance structure for project implementation including project reporting and evaluation. This quality approach to project management/governance will give assurance to the Australian Government that the delivery of grant outcomes will be on time, to a high standard and within budget. This is further evidenced by the alignment of this projects outcomes to the POW grant objectives/outcomes see Assessment Criteria 1.

Councils public consultation policy enables the community to be involved in planning and decision making in the local area, and to ensure accountability of the Council to the community through effective communication and consultation strategies. The objectives of this Policy consider the values of shared design, stewardship and accountability of planned outcomes of projects. Building on this framework is Councils community partnership process to develop Community District Action Plans, a place-based approach that enables residents to directly engage with Councils representatives and share local knowledge about priority needs to address challenges in their community. This successful community engagement process has been used in the development of this project. Mid Murray Council has a small population of around 9000 residents and staff have engaged with all communities and completed a feasibility study of the project which has avoided the risk of duplicating existing initiatives. The feasibility study includes

1.A needs assessment through mapping existing facilities and identifying gaps confirming there are no female friendly sporting facilities in the council area.
2.SANFL Infrastructure audit data confirms a lack of female facilities in the Murray and Mallee region
3.Co-design process with female players and the broader community
4.Building partnerships with sports clubs and organisations that are not represented in Mannum to further increase participation of females in sport i.e cricket, soccer

The project aligns with a number of Council and regional plans including
Council Strategic Plan Key activities Our region has appropriate facilities to encourage sport, recreation and active lifestyles, We have thriving and welcoming community organisations and sporting clubs, and Review Council operations and facilities to ensure environmental sustainability.

Disability Action and Inclusion Plan- a target being inclusive communities for all with strategies relevant to this project being participation in decision making, the inclusion of universal designs and accessibility to facilities throughout the Council.
Reconciliation Action Plan key actions being establish and strengthen mutually beneficial relationships with Aboriginal and Torres Strait Islander stakeholders and organisations, Promote positive race relations through antidiscrimination, In partnership with RAP Advisory Committee, review our current programs and activities to identify opportunities to improve cultural safety.
Best practice principles during construction will achieve design excellence that includes sustainability, as outlined in the SA Governments Principles of Good Design and Creating Greener Places for Healthy Sustainable Communities. The Office of Recreation, Sport and Racings Guide to Sport Facility Design aligns with the Principles of Good Design and supports this application. In addition, the SANFL Infrastructure Plan and AFL Preferred Facility Guidelines both provide guidance for inclusive design of sport facilities including change room and amenities. The Principles for Good Design also supports

.RDA Murraylands and Riverland Circular Economy Plan
.SA Governments Climate Change Action Plan 2021-25 and Strategy for Diversity and Inclusion
.Australian Governments Net Zero Emissions, 2030 policy National Waste Policy Action Plan Environmentally Sustainable Procurement Policy andAustralias Disability Strategy

The project also delivers and aligns with a number of additional national plans and strategies. Working for Women, A Strategy for Gender Equality addressing priority areas of economic equality and security, health, leadership, representation and decision making. The Strategy acknowledges that every community has a role to play i.e. Mid Murray Council by encouraging equity and greater participation of females in sport by building a female friendly facility. Involving First Nations residents in the co-design of this project also delivers on the Closing the Gap, 2023 Plan, Targets 1, 14, 15 and 17. Other documents that support this project to ensure equity and accessibility of participation in sport

.Sport 2030 National Sport Plan Barriers will be reduced, allowing greater access to sporting facilities and infrastructure for all Australians no matter where they live, facilities designed for accessibility for all and increase access for women and girls to participate in physical activity, improving their physical/mental wellbeing, and provide leadership opportunities.
.Playwell Australian Sports Participation Strategy provision of safe, welcoming, engaging, sustainable and inclusive places and spaces that empower community connectedness and facilities growth of sport participation
.Play football, <https://www.playfootball.com.au/ncdp/toolkits/female-participation/facilities>
.Aus Sport Guidelines for the inclusion of transgender and gender diverse people in sport
.Changing Rooms for Gender Diversity Equal Opportunity Commission, Curtin University
.Inclusive SAs 7 Principles of Universal Design, www.inclusive.sa.gov.au/resources/universal-design-guideline

(Limit: approx 900 words, 6,000 characters)

5,928 characters of 6,000 used

Additional Information

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Consortium *

Are you applying as a lead organisation on behalf of a consortium?

If 'yes', list the organisations included in the consortium below.

Note: Lead organisations of consortiums cannot submit a separate application. Consortium arrangements are strongly encouraged and in most instances required for larger scale projects and will be viewed favourably during the grant assessment process.

Note: If more than 20 organisations are included in your consortium you will be provided with a space to upload an attachment with the additional organisations.

You must respond to this question.

Please select the relevant option.

☐ Yes ☒ No

If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

The panel of consortium members does not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the consortium arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

Consortium Letters of Support *

If you are applying as a consortium, attach evidence of letters of support from all members, and partner organisations (if applicable)

Each letter of support should include:

- Details of the partner organisation
- An overview of how the partner organisation will work with the lead organisation, and any other partner organisations in the group to successfully complete the grant activity
- An outline of the relevant experience and/or expertise the partner organisation will bring to the group
- The roles/responsibilities of the partner organisation and the resources they will contribute (if any)
- Outline how partner organisation(s) will demonstrate to the lead organisation that they comply with all Australian law relating to employing or engaging people who work or volunteer with children, in line with the Commonwealth Child Safe Framework, and
- Details of a nominated management level contact officer.

More information regarding consortiums can be found under *Joint (consortium) applications* Section of the Grant Opportunity Guidelines.

If 'no', you are confirming you are not applying as the lead organisation of a consortium.

Note: If you have multiple documents, scan together as one file.

You must respond to this question.

Please select the relevant option.

Note: 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

☐ Yes ☒ No

Multiple Applications *

Did your organisation also apply under Stream 2: Participation and Equipment?

You must respond to this question.

Please select the relevant option.

☐ Yes ☒ No

Interconnected Projects *

Is the success of your project under Stream 2 (participation or equipment) dependent on the success of your project under Stream 1 (facilities)?

If 'yes', describe how the projects are connected in the text box below.

If your projects are not dependent or you are not submitting an application under Stream 1, write 'N/A' in the text box below.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

No

(Limit: approx 150 words, 1,000 characters)2 characters of 1,000 used

Co-Contributions *

Are there any confirmed co-contributions to the total cost of the project?

The grant amount will be up to 100 per cent of total project costs (noting that co-contributions will provide additional funding to whole-of-project costs), up to the maximum grant amount and only for eligible expenditure.

Whilst no minimum co-contribution is required, co-contributions are strongly encouraged and in most instances required for larger scale projects and will be viewed favourably during the grant assessment process.

If 'yes' provide the following details in the below textbox:

- The source of funding
- Amount of funding confirmed

Note: If you have multiple co-contribution sources, list them all in the textbox separately.

You must respond to this question.

Please select the relevant option.

This field accepts the characters of A to Z, 0 to 9, () , . ' & - / \ @ \$ %, other characters and formatting are not accepted.

- ☒ Yes
- ☐ No

Provide your response. *

s47G(1)(a)

(Limit: approx 150 words, 1,000 characters)

221 characters of 1,000 used

Evidence Of Co-Contributions *

Do you have evidence of your confirmed co-contributions?

If you do not attach evidence of your confirmed co-contributions, your application will be deemed non-compliant and not proceed to assessment.

If you do not have any co-contributions select 'no'.

Note: If you have multiple documents, scan together and attach as one file.

You must respond to this question.

Please select the relevant option.

Note: 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

- ☒ Yes
- ☐ No

Provide attachment. *

Attachment 3 D7MN4LKK MMC Evidence of Co contributions.pdf

Attachments

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Assessment Criterion 2: Attachment Pack *

Attach your completed attachment pack containing an activity work plan, a budget that itemises all proposed activities and a risk management plan.

If you do not attach a completed attachment pack, your application will be deemed non-compliant and not proceed to assessment.

Note: Use of this template is mandatory. Please find the template on GrantConnect. It does not count towards the word/character limit for Criterion 2.

You must respond to this question.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

[Attachment 4 D7MN4LKK MMC - Attachment Pack Final.xlsx](#)

Equitable Access Policy/Plan/Strategy *

Attach evidence of your organisation's equitable access policy/plan/strategy.

This may include:

- Examples of timetables and scheduling and priority for women and girls' sporting events and competitions. This should not include a schedule of your proposed project deliverables
- A plan / strategy that outlines how your project aims to provide equitable access to women and girls with details of use of upgrades and facilities.

If you do not attach an equitable access plan, your application will be deemed non-compliant and not proceed to assessment.

Note: If you have multiple documents, scan together as one file.

You must respond to this question.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

[Attachment 5 D7MN4LKK MMC Draft Equitable Access and Usage Policy.pdf](#)

Letter of Agreement *

Attach a letter of permission and agreement from the facility and landowners to all aspects of your proposal.

If you do not attach a Letter of Agreement, your application will be deemed non-compliant and not proceed to assessment.

Note: If you have multiple documents, scan together and attach as one file.

You must respond to this question.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

[Attachment 6 D7MN4LKK MMC Letter of Agreement.pdf](#)

Evidence of Tenure *

Attach evidence of tenure.

If you do not attach evidence of tenure, your application will be deemed non-compliant and not proceed to assessment.

Note: If you have multiple documents, scan together and attach as one file.

You must respond to this question.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

[Attachment 7 D7MN4LKK MMC Evidence of Tenure Licences.pdf](#)

Construction Quotes and Plans

Attach copies of quotes for all items in your budget.

Attach any drawings and plans if these have already been developed.

Note: If you have multiple documents, scan together and attach as one file.

Note the 2mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

[Attachment 8 D7MN4LKK MMC Cost estimates and designs.pdf](#)

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Applicant Contacts

Who is the Applicant's preferred authorised contact person for this Application?

The person must have authority to act on behalf of the Applicant in relation to this Application.

Title *	
<div>Mr</div>	
First Name *	Last Name *
<div>Ben</div>	<div>Scales</div>
Position *	
<div>Chief Executive Officer</div>	
Telephone *	Mobile
<div>0885690100</div>	
Email address *	
<div>ndavis@mid-murray.sa.gov.au</div>	

Provide an alternate authorised contact for this Application.

This person must also have authority to act on behalf of the Applicant in relation to this Application.

Title *	
<div>s4</div>	
First Name *	Last Name *
<div>s47</div>	<div>s47F</div>
Position *	
<div>Program Manager</div>	
Telephone *	Mobile
<div>0885690100</div>	<div>s47F</div>
Email address *	
<div>s47F</div>	

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Declaration

Do you have any conflicts of interest that may occur related to or from submitting this application? *

☐ Yes

☒ No

Please read and complete the following declaration.

This Declaration must be signed by an authorised representative of the Applicant (or, if this Application is a joint/consortium Application, an authorised representative of the lead organisation). The authorised representative should be a person who is legally empowered to enter into contracts and commitments on behalf of the Applicant.

I declare that:

- The information contained in this form is true and correct.
- I have read, understood and agree to abide by the Grant Opportunity Guidelines.
- I have read, understood and agree to the Grant Terms and Conditions, should this Application be successful.
- I agree to receive a Recipient Created Tax Invoice (RCTI) for this funding, should this Application be successful.
- I have read, understood and agree to information provided in this Application as detailed in the Use of Information.
- If and where any personal details of a third party are included, the third party has been made aware of, and given their permission for those details to appear in this Application and for their personal information to be shared as detailed in the Use of Information.
- I give consent to the Department of Health and Aged Care to make public the details of the Applicant and the funding received, should this Application be successful.
- I consent to receive correspondence, legal notices, grant agreements and any subsequent letters of variations to the agreement electronically. I understand and agree that my electronic correspondences constitute a valid and legally binding method for interacting under the grant agreement and the *Electronic Transactions Act 1999 (Cth)*.

- ☒ I understand and agree to the declaration above. *
- ☒ I acknowledge that giving false or misleading information to the Department of Health and Aged Care is a serious offence under Section 137.1 of the *Criminal Code Act 1995 (Cth)*. *

Full name of Authorised Officer *	Position of Authorised Officer *	Date
s47F	Program Manager	23/09/2024

Program Feedback

How did you hear about the grant opportunity? *

Direct mail/email

Did you read the grant opportunity guidelines? *

Before and during the application process

We welcome any additional feedback on the guidelines.

Your response is limited to 750 characters including spaces and does not support formatting.

Very clear and comprehensive

(Limit: approx 113 words, 750 characters)

28 characters of 750 used

How satisfied were you with the process of applying for a grant? *

Highly satisfied

We welcome any additional feedback on the application process.

Your response is limited to 750 characters including spaces and does not support formatting.

Thank you for this opportunity.

(Limit: approx 113 words, 750 characters)

31 characters of 750 used

Please provide an estimate of the time taken to complete this Application Form, including:

- Actual time spent reading the guidelines, instructions and questions
- Time spent by all employees in collecting and providing the information
- Time spent completing all questions in the Application Form.


Hours	Minutes
30	0

A copy of the receipt will be sent to: postbox@mid-murray.sa.gov.au

Activity Work Plan (AWP)				
Play Our Way Program Grant Opportunity - GO6763 Stream 1: Facilities Stage 2: Invitation to Apply				
Guidance: - Complete the name and ABN of your organisation along with the name you have chosen for the grant activity to be funded if this application is approved. - Complete the below table for the activity covered within your application for the full project period. Identify the key deliverables, how each deliverable will be delivered, and timeframes.				
Organisation name & ABN	Mid Murray Council ABN: 88 313 305 455		Project Name	Mid Murray Female Sports Facility Upgrade Project
ACTIVITY DETAILS				
This Activity Work Plan covers the following period	Proposed Activity Start Date	1-Dec-24	Proposed Activity End Date	30-Jun-26
ACTIVITY DELIVERABLES				
<u>Project Phase(s)</u>	<u>Deliverable(s)</u> What are you aiming to deliver?			<u>Timeframe(s)</u> When will this be delivered?
Planning and Design	<ul style="list-style-type: none">Finalise all plans, drawings, specifications and other information relating to the worksDesigns and approvals completed			
Commencement of Works	<ul style="list-style-type: none">Appoint building contractor (s)Construction commenced			1-Dec-24
Mid-point construction	<ul style="list-style-type: none">Demolition and Site preparation completedCourt resurfacing and lighting installation completedSewer installation and linking underwayNew change rooms, gym space and female amenities building commenced			1 Dec 2024 - 1 Aug 2025
Fit out, Finishes & Fittings complete and assets installed	<ul style="list-style-type: none">Internal fit-out, internal services reticulation (mechanical, electrical and hydraulic) completedInternal and external finishes and furnishings and fittings completedSupporting documentation to substantiate completion of fit-out obtained			1 July 2025 - 31 May 2026
Practical Completion	<ul style="list-style-type: none">Authority Inspections undertaken and completed by relevant personsCertificates of Practical completion and Occupancy completedDeclaration signed by an Authorised Person in Organisation that all works have been completed in accordance with agreement obtainedPractical handover done			1 June 2026 - 30 June 2026
Equitable access policy	<ul style="list-style-type: none">Implement Equitable Access Policy that improves outcomes for women and sportsProvide equitable facility access to the best facilities available,Ensure equity in the allocation for training and competition and address other elements of inequality in program design and deliveryMonitor and evaluation of equitable access policy			1 June 2026 - 30 June 2026

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s47G(1)(a)



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Transport, Regional Development, Communications, Sport and the Arts

s47G(1)(a)



Risk Management Plan								
Play Our Way Program Grant Opportunity - GO6763 Stream 1: Facilities Stage 2: Invitation to Apply								
Mid Murray Council ABN: 88 313 305 455					Mid Murray Female Sports Facility Upgrade Project			
Guidance: Complete the following table for risk associated with the activities you are applying for under this grant opportunity. Please use the "Risk Information & Help" tab (next tab) for further guidance and examples. Complete/add more rows as needed.								
Risk Reference	<u>Risk Identification</u> <i>What event(s) can happen and how it can happen?</i>	<u>Risk Impact</u> <i>What are the effects if it does happen?</i>	<u>Risk Controls</u> <i>What controls are currently in place?</i>	Likelihood	Consequence	Current risk rating	Acceptable/unacceptable?	Mitigation Strategy
1	Budget overrun	Works cannot be completed on time; Scope of works needs to be changed/reduced to reflect amended budget.	Project components subject to public tender process to ensure value for money is provided. Feasibility study completed. Fixed price contract,	Possible	Major	High	Unacceptable	Project components subject to public tender process to ensure value for money is provided. Feasibility study completed. Fixed price contract. Reputable builders used. Applicants' financial manager maintains detailed financial records, reviewed monthly for early identification of cost overruns
2	Delay in approvals	Project deadlines pushed out	Development approvals sought and granted before project commencement	Possible	Minor	Medium	Acceptable	All necessary approval/permits obtained before grant deed signed and construction commences
3	Contractors not available to undertake project works within desired timeframes	Delay in project commencement	Call for tenders will commence once project plan approved and detailed design finalised, to allow early booking of contractors to undertake works. Provide realistic schedule of works timeline.	Unlikely	Moderate	Medium	Acceptable	Call for tenders will commence once project plan approved and detailed design finalised, to allow early booking of contractors to undertake works. Provide realistic schedule of works timeline. Use of approved reputable builders.
4	Construction is delayed	Delay in project commencement/completion/milestone delivery	Realistic contractual timeframes with builders.	Possible	Minor	Medium	Acceptable	Realistic contractual timeframes with builders set. Notification to funders upon detection of risk
5	The required materials equipment is delayed	Delay in project commencement/delay in project work scope flow/ Extension of works program and finishing date.	Establishing contractual agreement with predetermined timeframes, regular communications with contractors and payment schedule based on delivery of project milestones. Use of approved reputable suppliers	Possible	Moderate	Medium	Acceptable	Establishing contractual agreement with predetermined timeframes, regular communications with contractors and payment schedule based on delivery of project milestones. Use of approved reputable suppliers
6	Poor quality control	Use of inferior or inadequate materials	Use of approved reputable suppliers and materials	Possible	Minor	Medium	Acceptable	Use of approved reputable suppliers and materials. Adherence to the Australian Building Standards. Compliance to Building Codes.
7	Staff changeover	Potential change of Executive Members results in delay of project	Shadowing/sharing of tasks and involvement of other staff members in the project	Possible	Minor	Low	Acceptable	Full briefing of new Executive Members with structured/planned handover leading up to change.
8	Community resistance to project	Local community members oppose the construction delaying the commencement and/or limiting the projects progress	A comprehensive communication plan is being developed. All stakeholders and members of the community will be fully engaged during the planning and design phases. Regular community meetings held to seek and address issues/concerns.	Possible	Moderate	Low	Acceptable	A comprehensive communication plan is developed. All stakeholders and members of the community are engaged during the planning and design phases. Regular community meetings held to seek and address issues/concerns.
9	Supply and continuity of power and/or other utilities	Construction of work is interrupted/delayed due to reliability of power supply, or difficulty in accessing.	Power and utility supply currently adequate	Possible	Moderate	Low	Acceptable	Consultation and involvement of power and utility suppliers during planning and design/pre-construction phases to ensure adequate resources are available at peak load times. Insitu onsite generators to provide alternate power supply if needed. Business Continuity Plan developed for other utilities, (i.e., water)
10	Design errors - building not "fit for purpose"	Misunderstandings of design concepts between parties leading to design errors resulting in final product not being compliant.	Use of approved, reputable and experienced architects, planners and builders	Possible	Major	Medium	Acceptable	Use of approved, reputable and experienced builders. Project qualification and referee checks. Regular meetings/communications between designers and builders to ensure understanding of ideas/expectations.
11	Environmental/cultural Impacts	Environmental pollution, extinction of species, depletion of resources, habitat destruction and destruction/decertation of culturally significant places etc.	Environmental and/or cultural impact assessments are completed and reviewed before construction begins	Possible	Moderate	Medium	Acceptable	Environmental and/or cultural impact assessments are completed and reviewed before construction begins. Consultation with and involvement of environmental and cultural advisors during project lifetime.
12	Workforce Health and Safety	Accidents and injuries during construction can harm workers and lead to legal consequences and delay construction	Use of approved, reputable and experienced builders with appropriate WHS protocols and procedures in place.	Possible	Moderate	Low	Acceptable	Use of approved, reputable and experienced builders with appropriate WHS protocols and procedures in place. Proper induction of all site workers in WHS requirements and expectations. Documented WHS procedures/protocols to be held on site.

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Risk Information & Help

RISKS

A risk is defined as the effect of uncertainty on objectives. A risk is often expressed in terms of a combination of the consequences of an event (including changes in circumstances or knowledge) and the associated likelihood of occurrence. Where possible, try to combine similar risks to consolidate the number of potential risks.

RISK IDENTIFICATION (SOURCE)

The purpose of risk identification is to find, recognise and describe risks that might prevent an organisation achieving its objectives. When identifying risks the following questions should be considered;

- What event(s) can happen that will have an adverse effect on the activity?
- How can it happen?

RISK IMPACT

The impact identifies the consequence of each risk (i.e. what are the effects to your organisation if it risk does happen?).

RISK CONTROL

A control is a current process, policy, device, practice or any other action designed to modify risk. Examples of controls include, checklists, meetings, procedures manual, contingency plans, audits and agreements in place.

RISK TREATMENT

A risk treatment is an additional activity being developed to manage and/or reduce the risk. Examples of risk treatments include the creation of new guidelines, the introduction of a review process etc. Once the proposed treatment has been implemented it becomes a control.

EFFECTIVENESS OF RISK IDENTIFICATION

An adequate control implies that the risk is well managed and no further treatments are required.

A marginally effective control implies that a treatment is not necessary however this may depend on the level of risk.

An inadequate control implies that treatments are necessary.

LIKELIHOOD

Likelihood is the chance that something might happen. Likelihood can be defined, determined, or measured objectively or subjectively and can be expressed either qualitatively or quantitatively (using mathematics).

Rate the likelihood of the identified risk occurring with the controls in place.

Ratings are: Almost certain, Likely, Possible, Unlikely or Rare.

CONSEQUENCE

A consequence is the outcome of an event and has an effect on objectives.

Rate the consequence to the Project outcomes of the identified risk occurring with the controls in place.

Ratings are: Insignificant, Minor, Moderate, Major or Catastrophic.

CURRENT RISK RATINGS

Likelihood	Insignificant Consequences	Minor Consequences	Moderate Consequences	Major Consequences	Catastrophic Consequences
Almost Certain	Low	Medium	High	Extreme	Extreme
Likely	Low	Medium	High	High	Extreme
Possible	Low	Medium	Medium	High	Extreme
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Medium	Medium	Medium

EXAMPLES OF RISK

Risk	Likelihood Low/Medium/High (comments)	Impact Low/Medium/High	Mitigation Strategies
Inability to manage and deliver grant resulting in debt to Commonwealth		High/Med/Low	Roles and responsibilities of grant delivery clearly identified within organisation. Ongoing reporting of deliverables and management of expenses so funds are not misappropriated
Delays in receiving funding	e.g. Low	High/Med/Low	Ensure project deliverables are achieved in line with project plan and reported to the department in a timely fashion.
Delays in contracting arrangements	May depend on nature, complexity and size of project.	High/Med/Low	Realistic understanding of what can be achieved within a limited timeframe and budget and awareness of what staff are likely to be available
Budget shortfalls	Project has been appropriately scoped to cover all known contingencies.	High/Med/Low	Develop budgets to fully plan for known likelihoods and factor in relevant contingencies. Take a competitive approach to the market
Budget underspends	Where project is not rolled out in a timely fashion or has been inappropriately scoped in relation to expenditure.	High/Med/Low	Ensure a realistic project plan, timeline and budget are in place.
Operational demands lead to delays to the timely delivery of project	May depend on scope of project; availability of appropriate staff; unforeseen circumstances; inadequate planning; unrealistic goals.	High/Med/Low	Ensure project manager/coordinator is fully capable and is working to a realistic project plan, timeline and budget, to be enshrined in the Funding Agreement.
Communication with staff and/or target population	Inadequate or inappropriate methods of communication leads to breakdown in roll out of project.	High/Med/Low	Communication with staff is incorporated into management plan along with a stakeholder engagement plan.
Target populations do not respond to project	Low uptake of project by target population.	High/Med/Low	Thorough needs assessment and response is part of the project proposal and evidence of both need and adequacy of response is identified in project plan. Ongoing marketing and flexible project delivery.

*do we want to remove this sentence in case confusing/misleading people to think we'll fully fund all grants?

From: s47F <s47F@mid-murray.sa.gov.au>

Sent: Friday, 20 September 2024 9:09 AM

To: s47F <s47F@mid-murray.sa.gov.au>

Cc: s47F <s47F@mid-murray.sa.gov.au>; s47F <s47F@mid-murray.sa.gov.au>

Subject: Play Our Way

Hi s47F

Timeframe for development approval as per legislative requirements. Application is likely to be Performance Assessed, require public notification and to Commission/Panel for decision. For building consent it is likely to be a Class 9 building. In addition, there would be a wastewater application that can occur concurrently to the DA. The new sewer/drain will enable the new change rooms to tie into the existing water infrastructure withing the Showgrounds complex.

Verification:

- all applications – 5 days

Planning Consent:

- Performance assessed – 20 days

+ 20-30 days if referral

+ 15 days if public notification

+ 15 days applicant response

+ 20 days for commission/panel decision

Building Consent:

- Class 1 or 10 – 30 days

+ 10 days when referred to commission

- Classes 2-9 – 60 days

+ 10 days when referred to commission

Development Approval:

All applications – 5 days

s47F

Director - Development & Community Services

Mid Murray Council | PO Box 28, Mannum SA 5238

T: 08 8569 0100 | M: s47F

Email: s47F@mid-murray.sa.gov.au

Web: www.mid-murray.sa.gov.au





Mannum Tennis Club INC
Mannum Sporting Grounds,
Boronia Street
MANNUM SA 5238
Postal Address, 19 Berryman Avenue, MANNUM SA 5238

Thurs 19/09/24

Letter of Support: - Play Our Way Grant.

To Whom it may concern,

Mannum Tennis Club INC are proud to support the development of,
The Mannum Sports Precinct, with support of the "Play Our Way" grant on offer.
In doing so, we would like to pledge a donation of s47G(1) towards this endeavour.

Our club is excited to receive the support of upgraded amenities that our members will benefit from.

Kind Regards,

s47F



s47F

Vice President
Mannum Tennis Club INC.

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MANNUM FOOTBALL CLUB INC

PO Box 184
MANNUM SA 5238

Email: mannumfootballclub@gmail.com
ABN 23 306 987 449

16 September 2024

Dear Mid Murray Council,

Mannum Football Club – Play Our Way

The Mannum Football Club wishes to show its support for the Play our Way Grant application being submitted by the Mid Murray Council for Changerooms and resurfacing of Tennis/Netball Courts.

We currently have no female changerrooms or disabled toilets. Our female participation in football is growing and our Netball and Tennis have girls and women who have nowhere to change. It is important moving forward to show equality and give our female participants in all sports a sense of belonging.

This project has been a long time coming and we are excited to see this inclusion at our sporting hub which will benefit all players, spectators and visiting clubs.

Should you have any concerns, please don't hesitate to contact myself on s47F or s47F (President of the Mannum Football Club) on s47F.

Kind regards,

s47F
Secretary
Mannum Football Club

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Mannum Golf Club

P.O. Box 179
Douglas Street
Mannum SA 5238
ABN: 50 779 203 143



25 September 2023

s47F

Director of Football
Mannum Football Club
28 Belvedere Road
Mannum SA 5238

Dear s47F ,

Re: Upgrade to Mannum Football Club and Sporting Grounds

The Mannum Golf Club supports the application from the Mannum Football Club for a *Community Recreation and Sport Facilities Program 2023-2024 grant* offered by the Office of Recreation, Sport and Racing for the proposed upgrade to the Mannum Football Club and Sporting Grounds.

We recognise the importance of having a community facility such as this and the benefits to many in ours and the wider community.

Mannum Golf Club fully support Mannum Football Club in their application for financial assistance through this grant.

Kind Regards

s47F

s47F

President
On behalf of Mannum Golf Club Inc

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ADRIAN PEDERICK MP

Member for Hammond



REF:20000017278 TP

Please quote REF No

s47F

s47F

To whom it may concern.

Upgrade Mannum Football Club and Sporting Grounds Community Recreation and Sport Facilities Program 2023 - 2024

I wish to express my support for the Mannum Football Club's application to the Community Recreation and Sport Facilities Program 2023 for the upgrade to the Mannum Football Club and Sporting Ground.

The current facilities are very tired and are no longer fit for the purpose in many aspects. The upgrade will include improvements for gender neutral facility changerooms to support further expansion of women's football. This will include more suitable toilet amenities for the use by netball, tennis, cricket, school sporting event, annual shows and community events at the ground and include accessible disabled toilets.

Currently the lights and the towers around the oval are very poor and do not meet the SANFL guidelines and regulations. An upgrade to these will be essential for the ground and surrounding areas due to an increase in participation in the next few years.

I believe the Mannum Football Club's proposed project meets the aims and objectives of the Community Recreation and Sport Facilities Program.

I trust that you will give close consideration to the Mannum Football Club's application.

Yours sincerely,

ADRIAN PEDERICK MP JP
Member for Hammond
Shadow Minister for Veterans Affairs
Shadow Minister for Emergency Services
Shadow Minister for Regional Roads

25/9/2023

Building a positive future for Hammond





Celsus Built Pty Ltd
PO Box 954 Murray Bridge 5253
BLD: 305997

To whom it concerns,

Celsus Built is a proud supporter of the Mannum Football Club and in
tern is happy to provide s47G(1)(a) [REDACTED]
support the proposed building and lighting works upgrades required
at the Mannum Sporting Complex.

Kind Regards,

s47F [REDACTED]

Managing Director



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Att: s47F – Director of Football, Mannun Football Club

25th September, 2023

Dear s47F

I am writing to fully endorse the application by the Mannum Football Club to develop your facilities to incorporate better lighting and female friendly facilities.

As a club we are proud to have started building a relationship with Mannum Football Club and the other football clubs throughout the River Murray Football League after a SANFL Development Zone change has seen an affiliation with the River Murray Football League change hands late 2022. The River Murray Football League region is a critical part of our zone and is the breeding ground of countless numbers of talented footballers both male and female.

It is important that these footballers have access to facilities that are modern and most importantly are suitable to cater for the ever-changing demands of our sport.

Female football continues to grow and is only going to become bigger rapidly. We see this as the biggest growth area not only in our sport but also when considering others throughout the River Murray region and the state in general. At the same time, it is important to ensure that male footballers are being provided with a high-quality environment that is suitable for their needs also.

West Adelaide are frequent visitors to the River Murray, and we will continue to link in closely with Mannum to conduct training sessions, games and other development programs at your venue. 2023 saw West Adelaide create a newly formed Young Bloods Academy in the River Murray region which allows us to further expand our Young Bloods Academy to not only include U13-15-year-old boys but also incorporate a girl's academy which will allow aspiring female footballers to chase their dreams in our program, with currently 20 females participating in the development program.

We know there are many challenges that adolescents face and distractions they will encounter that can at times lead them down dangerous paths. Sport is critical to providing routine and a support network and for many youth sports is the highlight of their week. It is vital that everyone attending the Mannum Football Club feels safe in their environment and it is a place they want to return to.

I am happy to be contacted on the details below should you or anyone else have any questions. I congratulate you on your application for this development and look forward to continuing our involvement with your club in the many years to come.

Regards,

Yours faithfully,
s47F

s47F
Football Operations and Talent Manager (Female Programs)
M: 0478 159 128
s47F

WEST ADELAIDE FOOTBALL CLUB inc.

57 Milner Road, Richmond SA 5033 | PO Box 164, Marleston SA 5033

PH. (08) 8352 4022 | FAX. (08) 8443 8771 | EMAIL. reception@westadelaidefc.com.au | WEB. www.westadelaidefc.com.au

To Sport and Recreation Grants office,

Lux Electrical and Lux Group is a proud supporter of the Mannum Football Club. Director Bryce Jaensch is a current A grade player for the club and performs many maintenance jobs around the club currently. Our Companies are also major sponsors of the Football club and agree to provide s47G(1)(a) to assist in financially supporting the proposed building and lighting works upgrades required at the Mannum Sporting Complex. We are experienced electricians and contractors and have the skills and resources to deliver the proposed projects for the club if they are successful in obtaining a grant.

Kind Regards,



s47F

Director

DOMESTIC | COMMERCIAL | INDUSTRIAL

0410 823 271

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To whom it concerns,

Mannum True Value Hardware is a long term proud supporter of the Mannum Football Club. Director s47F is a playing life member of the club. Our business is major sponsor of the Football club and agree to provide s47G(1)(a) to financially supporting the proposed building and lighting works upgrades required at the Mannum Sporting Complex.

Kind Regards,

s47F

Director - Mannum True Value Hardware





EICHLER

11th October 2023

Letter of Support – MANNUM FOOTBALL CLUB

Our company have supported Mannum Football Club for over 50 years, they have been a proactive club in their fundraising and consistent efforts to improve their facilities. The proposed building and lighting works that the club is looking for support is way overdue, and we are more than happy to provide s47G(1)(a) to complete the proposed project.

Yours sincerely

s47F

Business Manager

earthmoving landscaping concrete

112 Adelaide Road, Mannum
South Australia, 5238
T: 08 8569 1108
E: admin@eichler.net
www.eichler.net.au

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THE SWANPORT HOTEL

RIVER MURRAY FOOTBALL LEAGUE

PO Box 679, MURRAY BRIDGE SA 5253

OFFICE: DALWOOD-UNDERWOOD HOUSE - RAILWAY RESERVE MURRAY BRIDGE S.A.



19/9/2023

To Whom it concerns,

On behalf of The River Murray Football League Inc, I would like to endorse any grant applications that the Mannum Football Club is putting forward seeking funding for facility upgrades. Our support for facility upgrades includes lighting which we believe will further support the Mannum region, RMFL and future aspirations to host night games both RMFL and SANFL level. The RMFL has by-laws supporting clubs with initiative for night football and will be encouraging the concept across the league.

The Mannum FC has been at the forefront in the development of female football across our league, with very strong female junior numbers in the first season of female football mini competition in 2022/23. This competition is expecting substantial growth over the coming seasons with the RMFL building on top of this in partnership with the SANFL. We expect within 5 years to be hosting multi-level junior and senior female women's football competitions.

Currently a lot of the club facilities across our league are not fit for purpose under SANFL guidelines and regulations in both the inclusive and open space. The Mannum Football Club facilities are tired, small and do not meet inclusive regulations. The current lighting is well below par even for training, and with female teams increasing, training at the venue to accommodate so many more teams schedules will be pushed into the evening.

The River Murray Football League inc. fully support the Mannum Football Club on their initiative in making improvements in this area to appropriately transition to our 5-year plan with the desired inclusive facilities.

s47F

s47F

RMFL Secretary 2023

President: s47F

Secretary: s47F





EQUITABLE ACCESS AND USAGE POLICY

Purpose

The Policy provides a management framework for Mannum Roos Football Club to address barriers experienced by women and girls in accessing and using community sport facilities. The purpose is to ensure all voices, concerns, and experiences, are an integral dimension of the design, implementation, monitoring of policies and programs.

The Policy aims to ensure Mannum Roos Football Club complies with all current legislation and government and football related policies and plans and seeks to strengthen sports participation, wellbeing and connectivity in football.

The Policy aims to progressively build capacity and capability at Mannum Roos Football Club in identification and elimination of systemic causes of gender inequality in policy, program development and delivery, communication and delivery of football training and competition at all levels. Mannum Roos Football Club will influence, support, design and deliver in collaboration with partners and stakeholders' gender inclusive and accessible, welcoming, safe and fit-for-purpose community football facilities.

Mannum Roos Football Club will engage and consult throughout the design phase of any new, upgraded or repurposed football facility and field of play and other relevant community sport infrastructure. Mannum Roos Football Club will engage and consult as a key stage in the development of policy and design of programs and/or services offered by the Club.

Mannum Roos Football Club acknowledges that it's important to consider and prioritise all current and future planning, policy, service delivery and practice as they relate to community sports infrastructure. Mannum Roos Football Club aims to:

- . Ensure women and girls have equitable access to sport and recreation facilities.
- . Foster positive sport and recreation participation experiences for women and girls.
- . Increase utilisation of sport and recreation facilities by women and girls.
- . Create a safe, inclusive, and respectful environment for all participants, regardless of their gender identity or gender expression, people with disability, First Nations peoples, and people from culturally and linguistically diverse backgrounds.

Background

Sport and active recreation are an important part of our communities. Sport provides the opportunity for enriching our communities through the promotion of respect and fair-mindedness for all people, while also supporting the physical and mental wellbeing of all in our community. Sport reaches across age, gender, cultural background and demographic groups.

Football, at a grassroots or elite level can be a vehicle for community identity and pride and can strengthen social networks and builds a sense of belonging for participants.

The success of the Matilda's at the 2023 FIFA Women's World Cup captured the heart of the Australian community. The World Cup also emphasised the need for an improved experience for our female footballers at a community level. Mannum Roos Football Club wants to leverage the momentum of the World Cup and the success of the Matilda's and to increase the opportunities and participation rates for women and girls in football as part of an overall strategy to grow the game for everyone.

Mannum Roos Football Club wants to ensure sport and active recreation facilities are welcoming, equitably accessible, safe and inclusive for all, and any barriers are removed to ensure women and girls feel included and participation for women and girls in football increases. Mannum Roos Football Club will engage fairly with the club's workforce, members, other user groups and the community.

Mannum Roos Football Club is well positioned to design and implement place-based actions that progress gender equity in community sport.

Statement of Intent

This Statement of Intent establishes the expectation that gender equality is considered and prioritised in all current and future planning, policy, service delivery and practice as they relate to community sports infrastructure. Mannum Roos Football Club recognises that gender equality is:

- the attainment of equal rights, responsibilities, and opportunities of women, men, trans and gender diverse people, people with disability, First Nations peoples, and people from culturally and linguistically diverse backgrounds.
- Equality does not mean that women, men, trans and gender diverse people, people with disability, First Nations peoples, and people from culturally and linguistically diverse backgrounds will become the same but that their rights, responsibilities, and opportunities will not depend on their gender.
- the provision of fairness and justice in the distribution of benefits and responsibilities based on gender. The concept recognises that people may have different needs and power related to their gender and these differences should be identified and addressed in a manner that rectifies gender related imbalances.

Principles

The Equitable Access and Use Policy has six principles that guide and provide clear direction for change. The Equitable Access and Use Policy is based on these six principles of inclusivity, full participation, equal representation, encouraging and supporting user groups, and prioritising user groups committed to equality.

1. Community sports infrastructure and environments are genuinely accessible, welcoming, safe, and inclusive.
2. Women and girls can fully participate in all aspects of community sport and active recreation, including as a player, coach, administrator, official, volunteer and spectator.
3. Women and girls will have equitable access to and use of community sport infrastructure:
 - a. of the highest quality available and most convenient
 - b. at the best¹ and most popular competition and training times and locations
 - c. to support existing and new participation opportunities, and a variety of sports.
4. Women and girls should be equitably represented in the sport sector workforce including in leadership and governance roles.
5. Encourage and support all user groups regardless of their gender identity or gender expression, people with disability, First Nations peoples, and people from culturally and linguistically diverse backgrounds who access and use community sport infrastructure to understand, adopt and implement equitable access and use practices.
6. Prioritise access, use and support to all user groups regardless of their gender identity or gender expression, people with disability, First Nations peoples, and people from culturally and linguistically diverse backgrounds who demonstrate an ongoing commitment to equitable access and use of allocated community sport infrastructure.

Policy

Mannum Roos Football Club acknowledges:

- the disadvantaged position some individuals have had in the sport and recreation sector because of their gender
- that achieving gender equality will require diverse approaches for women and girls to achieve similar outcomes for people of all genders
- that achieving equality will require diverse approaches for men, people with disability, First Nations peoples, LGBTQIA+ people and people from culturally and linguistically diverse communities to achieve similar outcomes for all people.

Mannum Roos Football Club will:

- engage fairly and equitably with council, SANFL, the club's sport workforce, participants, other facility user groups and club members regardless of their gender, in a positive, respectful, and constructive manner

- engage in the process of Gender Impact Assessments (GIA) to assess the implications for women and girls of any planned action, including policies, programs and communications
- engage with the broader sport club community to assess the implications for gender identity or gender expression, men, people with disability, First Nations peoples, and people from culturally and linguistically diverse of any planned action, including policies, programs and communications.

Scope

The scope of the Policy is to support Mannum Roos Football Club to take positive action towards achieving gender equity in the access and usage of community sports infrastructure. The Policy applies to the following community sport infrastructure/facilities managed and used by Mannum Roos Football Club: Mannum Football Oval and Clubrooms, Lot 124 North Terrace, Port Mannum, 5238. The Policy applies to:

- Any Mannum Roos Football Club, Football SA policies, programs, communications, and services as they relate to community sports infrastructure.
- Any Mannum Roos Football Club involvement in the design, construction of new and improved and ongoing maintenance of community sport infrastructure.
- All community sports infrastructure managed and maintained by Mannum Roos Football Club

Compliance and Monitoring

Mannum Roos Football Club commits to undertake a GIA on all current facility and field of play access and use policies and processes, and to consider opportunities to strengthen gender equitable access and use of community sports facilities in line with the Principles. Mannum Roos Football Club commits to developing an Action Plan to remove barriers and improve gender equitable access and use of community sports facilities in alignment with the Principles. The Action Plan has clear indicators to ensure identified actions can be measured and monitored. Data and feedback collected will continually be used to inform decision making, assess the Action Plan implementation and analyse the effectiveness of the outcomes. Success of outcomes will be measured individually, as a club and will report on any broader societal and cultural change. The Action Plan monitors metrics as well as qualitative measures of stakeholder or cultural change.

Related Policies and Legislation

Mannum Roos Football Club Strategic Plan
SANFL and AFL Gender Diversity Policy

Review Date

30 June 2025

Key Terms

Active recreation is defined as physical activity for the purposes of relaxation, health and wellbeing or enjoyment which can be self-directed or facilitated by a provider or organisation.

Community Sports Infrastructure refers to local, rural, regional, or state level sport and recreation infrastructure operated and maintained primarily for the purpose of facilitating community sport activities, including sporting grounds, surfaces, facilities, and associated amenities.

Gender refers to how you understand who you are and how you interact with other people. Many people understand their gender as being a man or woman. Some people understand their gender as a mix of these or neither. A person's gender and their expression of their gender can be shown in different ways, such as through behaviour or physical appearance.

Gender Equality focuses on the equal rights, responsibilities and opportunities of women, men, trans and gender diverse people. Equality does not mean that everyone will become the same, but that their rights, responsibilities, and opportunities will not depend on their gender. This ensures that everyone has equal opportunities despite existing inequalities.

Gender Equity is the provision of fairness and justice in the distribution of benefits and responsibilities on the basis of gender. The concept recognises that people may have different needs and power related to their gender and that these differences should be identified and addressed in a manner that rectifies gender related imbalances.

Gender Impact Assessment, or GIA, an assessment carried out on an organisation's policies, programs and services which have a direct and significant impact on the public. The assessment must evaluate the effects that a policy, program or service may have on people of different genders.

Inclusive as well as providing access, inclusive spaces, sport infrastructure and activities strive to remove obstacles and barriers that prevent people of all genders, ages, abilities (both physical and mental) and cultural backgrounds from being able to participate.

Sport is defined as physical activity that can be undertaken by a team or an individual in a social or competitive environment in pursuit of a result. It can be organised or less formal with a greater focus on social outcomes.

Workforce are people engaged in or available for paid or unpaid work (volunteering) within the sport ecosystem.

MANNUM ROOS NETBALL CLUB INC.

ABN 66 780 356 384

MANNUM SA 5238

secretary.mannumroosnc@gmail.com

www.mannumnetballclub.com



22/4/2024

Re: Play our Way Grant

The Mannum Netball Club support the Play our Way Grant application and advise the financial contribution from the Mannum Netball Club is s47G(1)(a).

Funding is available through our Savings account.

This will be towards the Change Room Amenities, Upgrade of the Netball Courts & Lighting.

Regards

s47F

PRESIDENT
MANNUM ROOS NETBALL CLUB

s47F

SECRETARY
MANNUM ROOS NETBALL CLUB

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Transport, Regional Development, Communications, Sport and the Arts

From: s47F <s47F>
Sent: Saturday, 14 September 2024 12:03 PM
To: s47F <d@s47F@mid-murray.sa.gov.au>; s47F <s47F@mid-murray.sa.gov.au>

Cc: Secretary MannumTennis Club <secretarymannumtennisclub@gmail.com>
Subject: Mannum Tennis Club
Importance: High

Good morning s47F ,

I have spoke with our committee and would really like to donate some money. At this stage we are only able to contribute s47G(1)(a) towards the Grant application you are working on.

If you require any further information or corresponds please feel free to email the secretary email.

Our new Committee is as follows:

President: s47F – email: presidentmannumtennisclub@gmail.com

Vice- President: s47F - email: s47F

Treasurer: s47F Mills-email:treasurermannumtennisclub@gmail.com

Secretary: s47F -email: secreatraymannumtnennislclub@gmail.com

Committee Members: s47F , s47F , s47F , s47F and s47F .

Thanks again

s47F

Mannum Tennis Club
 Volunteer Secretary

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s47F

Fri, 20 Sept, 11:25
(2 days ago)

to me, s47F

I am writing to confirm that Mid Murray Council will provide in kind project management support for this project. This includes the Project Manager and support staff's time to oversee all aspects of the project and complete all reporting requirements.

The Project Team will have access to a range of staff in all departments with skills and experience including finance and corporate services, business, marketing, community services, and environment and engineering and will have unlimited access to Council resources including vehicles, relevant technology, and administrative resources to deliver the project. This project management support is valued at s47G(1)(a)

Value of the land where the project will occur is \$251 789, see attached.

Council's total in kind contribution to this project is s47G(1)(a)

s47F

Director - Development & Community Services

Mid Murray Council | PO Box 28, Mannum SA 5238

T: 08 8569 0100 | M: s47F

Email: s47F

Web: www.mid-murray.sa.gov.au

s47F

Sat, 21 Sept, 20:17
(14 hours ago)

to me, s47F

Hi s47F

The land value would be a portion of the value being \$251,789.00.

s47F

Community Liaison & Grants Officer

Mid Murray Council | PO Box 28, MANNUM SA 5238

T: 08 8569 0100 | M: s47F

Email: s47F

Web: www.mid-murray.sa.gov.au



Current details for ABN 88 313 305 455

ABN details

Entity name:	MID MURRAY COUNCIL
ABN status:	Active from 01 Nov 1999
Entity type:	Local Government Entity
Goods & Services Tax (GST):	Registered from 01 Jul 2000
Main business location:	SA 5238

Business name(s)

Business name	From
MANNUM DOCK DISCOVERY CENTRE	28 Jul 2021
River Boat Hall of Fame Visitor Centre	23 Oct 2014
River Boat Hall of Fame	13 Aug 2014
Murray River Heritage Tourism and Cultural Centre	09 Apr 2013
MANNUM VISITOR INFORMATION CENTRE	01 Apr 2001

Trading name(s)

From 1 November 2025, ABN Lookup will not display trading names and will only display registered business names. For more information, click [help](#)

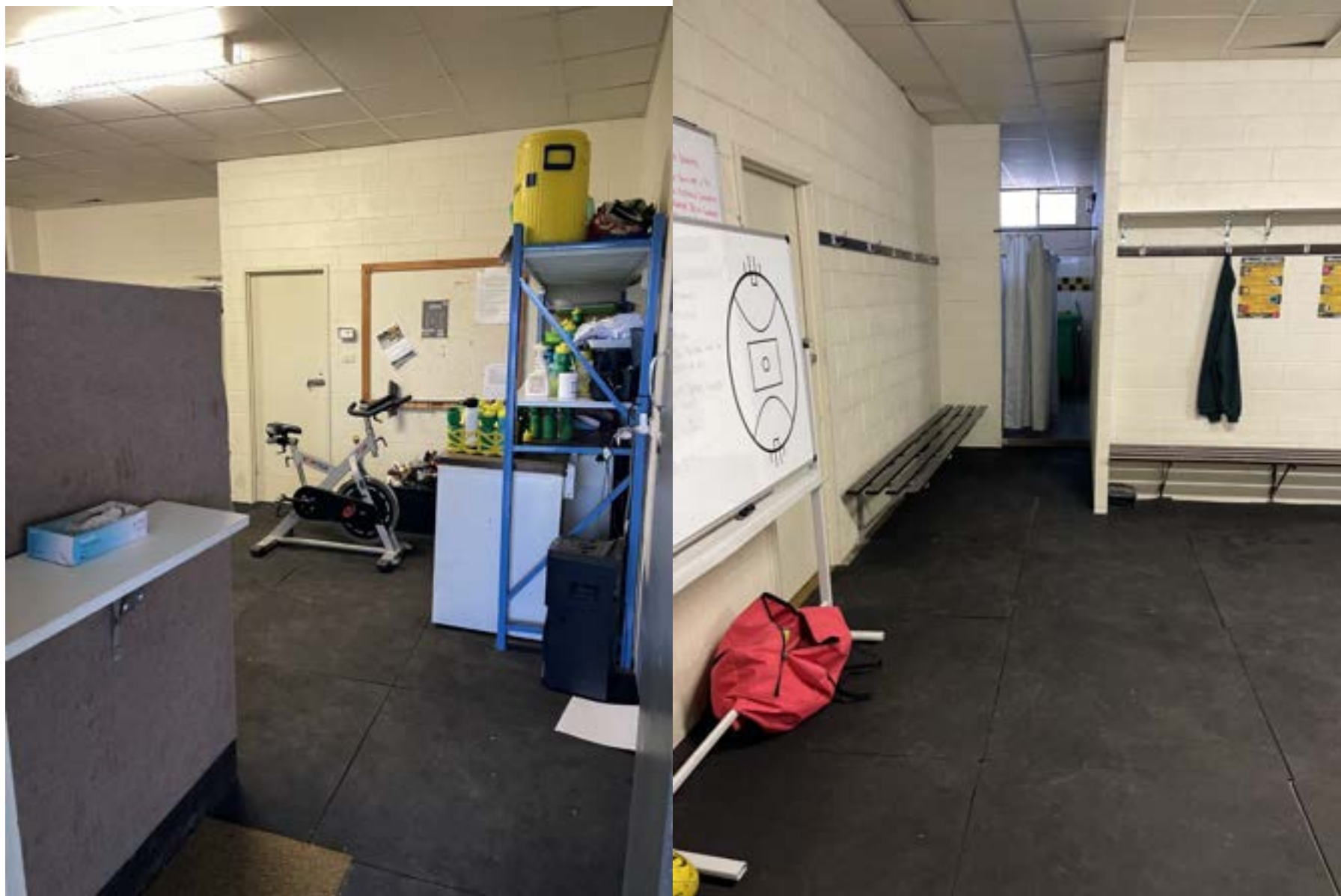
Trading name	From
MID MURRAY COUNCIL	09 May 2000
BLANCHETOWN INTERNET AND RESOURCE CENTRE	01 Oct 2010
MORGAN INFORMATION AND RESOURCE CENTRE	01 Oct 2010
MANNUM DOC MUSEUM BOARD	14 Sep 2000
MID MURRAY COUNCIL	11 May 2000
MANNUM CARAVAN PARK	09 May 2000
MID MURRAY AND KAROONDA EAST MURRAY PLANT COMMITTEE	09 May 2000
MID MURRAY COMMUNITY CENTRE	09 May 2000
TRURO HALL COMMITTEE	09 May 2000
TRURO OVAL COMMITTEE	09 May 2000
WALKER FLAT HALL COMMITTEE	09 May 2000

Deductible gift recipient status

MID MURRAY COUNCIL operates the following funds, authorities or institutions. Gifts to these funds, authorities or institutions may be deductible.

Fund, authority or institution name	DGR Item	From	To
MANNUM DOCK MUSEUM	Items 1 & 4	01 Apr 2014	(current)

Existing Mannum FC Changerooms spaces



Existing Mannum FC Changerooms spaces



Existing Mannum FC Changerooms spaces



Existing Mannum FC Changerooms spaces



Existing Mannum FC Changerooms spaces



Existing Mannum FC Changerooms spaces



Existing Mannum FC Changerooms spaces



Existing Mannum FC Changerooms spaces



Existing Mannum FC Changerooms spaces





Current condition of lighting on netball/tennis courts



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Transport, Regional Development, Communications, Sport and the Arts



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Transport, Regional Development, Communications, Sport and the Arts

Kelley Jones

LICENCE AGREEMENT

Mannum Oval

PORT MANNUM

MID MURRAY COUNCIL

("the Council")

And

MANNUM FOOTBALL CLUB INC

("the Licensee")

Kelley Jones

T. 08 8113 7100
Level 6/19 Gilles Street
Adelaide SA 5000
GPO Box 2024 SA 5001
AEN 66 159 460 723

kelleyjones.com.au

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Transport, Regional Development, Communications, Sport and the Arts

LICENCE AGREEMENT**Between**

MID MURRAY COUNCIL ABN: 88 313 305 455 of 49 Adelaide Road, MANNUM 5238 ("the Council")

and

The party identified in **Item 1** of the Schedule ("the Licensee")

BACKGROUND

- A. The Council is a council constituted under the *Local Government Act 1999*.
- B. The Council is the registered proprietor of the Land described in **Item 3** of the Schedule.
- C. The Licensee has requested and the Council has resolved to grant to the Licensee, a licence to access and use the Licensed Area for the Permitted Use.
- D. The Council and the Licensee wish to record the terms of their agreement in this Licence.
- E. The person or persons executing this Licence on behalf of the Licensee are authorised to do so.

THE PARTIES AGREE as follows:**1. ACKNOWLEDGEMENT OF BACKGROUND**

The preceding statements are accurate and form part of this Licence.

2. DEFINED TERMS AND INTERPRETATION**2.1 Introductory**

In the Licence, unless the contrary intention appears:

- 2.1.1 a reference to this Licence is a reference to this document;
- 2.1.2 words beginning with capital letters are defined in clause 2.2;
- 2.1.3 a reference to a clause is a reference to a clause in this Licence;
- 2.1.4 a reference to an Item is a reference to an item in the Schedule;
- 2.1.5 a reference to a Schedule is a reference to the schedule of this Licence; and
- 2.1.6 a reference to an Annexure is a reference to an annexure to this Licence.

2.2 Defined Terms

In this Licence:

"Council" means the party described as "the Council" in this Licence and, where the context permits, includes the employees, contractors, agents and other invitees of the Council;

"Infrastructure" means the interior and exterior of all present and future improvements on the Licensed Area and includes all other conveniences, services, amenities and appurtenances of in or to the Infrastructure;

"Infrastructure Services" includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Infrastructure supplied by any authority, the Council or any other person the Council authorises;

"Council's Equipment" means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Land or the Licensed Area and made available for use by the Licensee;

"Land" means the land described in **Item 3** of the Schedule and includes any part of the Land;

"Licensed Area" means the area described in **Item 2** of the Schedule including the Council's Equipment;

"Licensee" means the party described as "the Licensee" in this Licence and, where the context permits, includes the employees, contractors, agents, customers, sub-licensees and other invitees of the Licensee or any person claiming under the Licensee;

"Licensee's Equipment" means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Licensed Area by the Licensee as and from the date that the Licensee first took occupation of the Licensed Area;

"Licensee's Portion" means the proportion which the Premises bears as against the whole of the Land, expressed as a percentage;

"Permitted Use" means the use described in **Item 7** of the Schedule;

"Statutory Requirements" means all requirements or obligations under any act, regulation, by-law or other statutory instrument;

"Term" means the Term as described in **Item 4** of the Schedule and any period during which the Licensee holds over or remains in occupation of the Licensed Area;

"Times of Use" means the times set out in **Item 5** of the Schedule.

2.3 Interpretation

Unless the contrary intention appears:

2.3.1 headings are for convenience only and do not affect interpretation;

- 2.3.2 the singular includes the plural and vice-versa;
- 2.3.3 a reference to an individual or person includes a corporation, partnership, joint venture, authority, or trust;
- 2.3.4 a reference to any party in this Licence, or any other document or arrangement referred to in this Licence, includes that party's executors, administrators, substitutes, successors and assigns;
- 2.3.5 a reference to any document (including this Licence) is to that document as varied or replaced from time to time;
- 2.3.6 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 2.3.7 a reference in this Licence to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 2.3.8 "including" and similar expressions are not and must not be treated as words of limitation; and
- 2.3.9 any Special Conditions listed in the Schedule will apply to this Licence and in the event of any inconsistency with the terms and conditions in the body of this Licence, the Special Conditions will prevail.

3. GRANT OF LICENCE

- 3.1 The Council grants and the Licensee accepts a licence of the Licensed Area to undertake the Permitted Use for the Term.
- 3.2 The rights conferred by this Licence rest in contract only and do not and are not intended to create or confer upon the Licensee any tenancy, estate or interest in or over the Licensed Area or the Land and the rights of the Licensee under this Licence shall be those of a licensee only and do not comprise or include any further or other rights.

4. LICENCE FEE

The Licensee will pay to the Council annually in advance, the Licence Fee in the manner described in **Item 6** of the Schedule.

5. RATES TAXES AND UTILITIES

- 5.1 The Licensee will pay when they fall due for payment:
 - 5.1.1 the Licensee's Portion of all rates, taxes, charges and levies relating to or incurred with respect to the whole of the Land;
 - 5.1.2 all rates, taxes, charges and levies relating only to or incurred only with respect to the Licensed Area; and

5.1.3 any building insurance premium relating to the Licensed Area,

regardless of whether such rates, taxes, charges, levies or premiums are invoiced to the Licensee or the Council.

5.2 The Licensee will pay when they fall due for payment, all costs for the use and the consumption of electricity, gas, water, telephone (and other telecommunications services) and any and all other services and utilities supplied to or used in connection with the Licensed Area.

6. LICENSEE'S RIGHTS AND OBLIGATIONS

6.1 Permitted Use

6.1.1 The Licensee must use the Licensed Area only for the Permitted Use and must not use or allow the Licensed Area to be used for any other purpose.

6.1.2 The Licensee will be responsible for repairing or correcting any damage or malfunction of the Licensed Area which results from any misuse or abuse of the Licensed Area by the Licensee.

6.2 Times of Use

6.2.1 The Licensee may only access and use the Licensed Area during the Times of Use as outlined in **Item 5** of the Schedule.

6.2.2 Any alteration to the Times of Use requires the prior consent of the Council.

6.3 Offensive Activities

The Licensee must not carry on any offensive or dangerous activities on or from the Licensed Area or create a nuisance or disturbance either:

6.3.1 for the Council; or

6.3.2 for occupiers of other buildings on the Land; or

6.3.3 for the owners or occupiers of any property adjoining the Land; and

must ensure at all times that activities conducted on or from the Licensed Area will not bring any discredit upon the Council.

6.4 Statutory and Other Requirements

The Licensee must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012*) in connection with the Licensee's use and occupation of the Licensed Area.

6.5 Signs

The Licensee must not place any signs or advertisements on the outside or inside (if they can be seen from outside) of the Licensed Area, except a sign or signs

advertising or promoting the name and nature of the business conducted on the Licensed Area, which:

- 6.5.1 are approved by the Council; and
- 6.5.2 comply with any relevant Statutory Requirements.

6.6 Dangerous Equipment and Installations

The Licensee may only install or use within the Licensed Area equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and will not install or bring onto the Licensed Area:

- 6.6.1 any electrical, gas powered or other machinery or equipment which may pose a danger, risk or hazard;
- 6.6.2 any chemicals or other dangerous substances which may pose a danger, risk or hazard; or
- 6.6.3 any heavy equipment or items which may damage the Licensed Area or the Infrastructure.

7. INSURANCE

7.1 Licensee's Insurance

The Licensee must take out and maintain during the Term of this Licence:

- 7.1.1 Insurance covering the contents of the Licensed Area (including the Licensee's Equipment) against damage by fire, storm, tempest, earthquake, flood, explosion, lightning, malicious damage, and also insuring against any damage to any plate glass on the Licensed Area (and such other risks as the Council thinks fit) for full reinstatement value; and
- 7.1.2 a public liability insurance policy, which provides coverage in the amount stipulated in **Item 8** of the Schedule.

7.2 Insurance Premiums

- 7.2.1 The Licensee must not do anything which may:
 - (a) prejudice any insurance of the Licensed Area or the Infrastructure; or
 - (b) increase the premium for that insurance.
- 7.2.2 If the Licensee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Licensed Area or the Infrastructure, the Licensee must on demand pay the amount of that increase to the Council.

7.3 Insurance Certificates

- 7.3.1 The Licensee must provide the Council with a copy of the certificate of currency for the insurance policies referred to in clause 7.1 at the commencement of the Term and if requested by the Council, on each renewal date of the insurance policies.
- 7.3.2 The Licensee must keep the insurance required under clause 7.1 current during the Term, and must, during that period, notify the Council immediately if the policy lapses or is cancelled or if an event occurs which could prejudice or give rise to a claim under the policy.

8. REPAIR AND MAINTENANCE

- 8.1 The Council must maintain the Land and the Licensed Area in accordance with **Annexure B** to this Licence;
- 8.2 The Licensee must keep, maintain, repair and replace as necessary the Licensee's Equipment situated within the Licensed Area, and must otherwise maintain and repair the Licensed Area in accordance with **Annexure B** to this Licence;
- 8.3 Notwithstanding anything to the contrary in **Annexure B**, if the Council requires the Licensee to do so, the Licensee must promptly repair any damage to the Licensed Area to the extent that it is caused or contributed to by the act, omission, negligence or default of the Licensee. Any repairs must be carried out by the Licensee within seven (7) days of the Council having required the repairs to be undertaken or as otherwise agreed in writing by the parties.
- 8.4 **Alterations by Licensee**
 - 8.4.1 The Licensee must not carry out any alterations or additions to the Licensed Area without the Council's written consent.
 - 8.4.2 The Licensee must provide full details of any proposed alteration and additions to the Council.
 - 8.4.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Licensee to obtain the Council's consent to any agreements that the Licensee enters into in relation to the alterations or additions.
 - 8.4.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Licensed Area made by the Licensee pursuant to this clause will be the property of the Licensee during the Term and following expiration or sooner termination of this Licence, but subject to a determination made by the Council in accordance with clause 11.4.

8.5 Cleaning

The Licensee must at all times during the Term and at the Licensee's cost in all things, keep the Licensed Area clean and tidy and free of rubbish, vermin, insects and other pests.

9. COUNCIL'S OBLIGATIONS AND RIGHTS

9.1 Right to enter

The Council may enter the Licensed Area:

- 9.1.1 at any time and without notice, to see the state of repair of the Licensed Area;
- 9.1.2 after giving the Licensee reasonable notice (except in the case of emergency when no notice will be required):
 - (a) to do repairs to the Licensed Area or the Infrastructure or other works which cannot reasonably be done unless the Council enters the Licensed Area; or
 - (b) to do anything the Council must or may do under this Licence or must do under any law.

10. TERMINATION

Either party may terminate this licence without cause by providing three months' written notice to the other party.

11. RIGHTS AND OBLIGATIONS ON EXPIRY

11.1 Expiry

This Licence will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Licensee under any other provision of this Licence.

11.2 Make Good

Before this Licence comes to an end, the Licensee will:

- 11.2.1 remove all of the Licensee's Equipment and repair and make good any damage caused by such removal;
- 11.2.2 if required by the Council, remove and reinstate any alterations or additions made to the Licensed Area by the Licensee;
- 11.2.3 complete any repairs which the Licensee is obliged to carry out under this Licence.

11.3 Abandoned Goods

If the Licensee leaves any goods or equipment (including the Licensee's Equipment) at the Licensed Area for more than 14 days following expiration or sooner termination of the Term of the Licence, then the Licensee forfeits the goods or equipment to the Council and the Council is entitled to deal with and dispose of the goods or equipment as it deems fit.

11.4 Ownership of Alterations and Additions

If, during the Term of this Licence the Licensee has undertaken any alterations or additions to the Licensed Area, then upon expiration of the Term or sooner determination of this Licence, the Council may:

11.4.1 direct that the alterations or additions are to remain on the Licensed Area, in which case the alterations or additions will form part of the Licensed Area upon expiration of this Licence and will become the property of the Council and the Licensee will forfeit to the Council any interest the Licensee has in the alterations or additions; or

11.4.2 direct that the alterations or additions be removed and the Licensed Area be reinstated in accordance with clause 11.2.2 of this Licence.

12. BREACH

12.1 Council's Rights on Breach

12.1.1 If the Licensee is at any time in breach of any of its obligations under this Licence, and the Licensee fails to remedy that breach to the satisfaction of the Council within fourteen (14) days of being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter:

- (a) come onto the Licensed Area without notice and do all things necessary to remedy that breach; or
- (b) terminate this Licence without further notice to the Licensee.

12.1.2 The Licensee is liable to pay or reimburse the Council for all costs and expenses it incurs in taking action under clause 12.1.1 which the Council may recover from the Licensee as a debt due and payable on demand.

12.2 Rights of Council not Limited

The rights of the Council under this Licence and at law resulting from a breach of this Licence by the Licensee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 12.

13. **ASSIGNMENT**

The Licensee must not assign, transfer or sublicense this License or any right or obligation under it without the prior written consent of the Council, which consent may be granted or withheld by the Council in its absolute discretion.

14. **INDEMNITY AND RELEASE**

14.1 **Risk**

The Licensee occupies and uses the Licensed Area at the Licensee's risk.

14.2 **Indemnity**

The Licensee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with:

14.2.1 any act or omission of the Licensee;

14.2.2 a breach of this Licence by the Licensee; or

14.2.3 the Licensee's use or occupation of the Licensed Area.

14.3 **Release**

The Licensee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Licensed Area or the Infrastructure except to the extent that they are caused by the Council's negligence.

15. **DISPUTE RESOLUTION**

15.1 If any dispute or disagreement arises between the parties in connection with this Licence, the parties undertake to use all reasonable endeavours, in good faith, to settle the dispute or disagreement by negotiation between representatives of both parties.

15.2 In the event that negotiations do not resolve the dispute within thirty (30) days then a mediator agreeable to both parties may be engaged to seek a resolution. If the parties cannot agree upon a mediator, the mediator will be appointed by the President or Acting President of the Law Society of South Australia. The cost of the mediator will be borne equally by both parties.

15.3 Nothing in this Licence is intended to limit either party's right to seek a legal remedy for any dispute that arises.

15.4 The parties agree that matters arising out of any conflict must be kept confidential.

16. MISCELLANEOUS

16.1 Waiver

If the Council accepts or waives any breach by the Licensee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Licence.

16.2 Governing law

The Licence is governed by the law of South Australia and the parties irrevocably submit to the exclusive jurisdiction of the Courts in South Australia.

16.3 Severance

If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

16.4 Entire Agreement

The Council and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Licensed Area and that no promises, representations or undertakings, other than those contained in this Licence, were made or given or relied upon.

16.5 No Warranty

The Council makes no warranty or representation regarding the suitability of the Licensed Area (structural or otherwise) for the Permitted Use or any other purpose.

16.6 Confidentiality

16.6.1 Subject to applicable laws, this Licence is confidential and must not be published, disclosed or used for any purpose by either party without the prior written consent of the other party.

16.6.2 Subject to applicable laws, the Licensee must keep confidential any information about the Council that becomes known as a result of this Licence or the transactions it contemplates and, which information is not in the public domain.

16.6.3 This clause will remain enforceable by either party notwithstanding the expiry or termination of this Licence.

16.7 Ombudsman

The Licensee acknowledges that the *Ombudsman Act 1972* empowers the Ombudsman to investigate matters in the public interest. The Licensee must ensure compliance with all obligations arising under that Act and all applicable laws.

EXECUTED as an **AGREEMENT** on the 27 day of April 2021

Executed by the **Mid Murray Council** under delegation by:

<u>s47F</u>	<u>s47F</u>
.....
Signature of Authorised Officer	Signature of witness
 Ben Scales	 <u>s47F</u>
.....
Full Name of Authorised Officer	Full name of witness and position title
 Chief Executive Officer	 <u>8569 0100</u>
.....
Position	Witness contact number

IMPORTANT NOTICE: The Licensee acknowledges and agrees that the Council gives no warranty that the Licensed Area will, either at the Commencement Date or for the duration of this Licence, be structurally suitable for the Permitted Use.

The Common Seal of the Licensee was affixed in accordance with the Rules of the Association in the presence of:

<u>s47F</u>	<u>s47F</u>
.....
Signature of Authorised Office Bearer	Signature of Authorised Office Bearer
 <u>s47F</u>	 <u>s47F</u>
.....
Name of Authorised Office Bearer	Name of Authorised Office Bearer

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SCHEDULE

ITEM 1 Licensee	Mannum Football Club Inc, ABN 23 306 987 449 28 Belvedere Road, PORT MANNUM SA 5238
ITEM 2 Licensed Area	That portion of the Land as marked A on the plan attached as Annexure A
ITEM 3 Land	The whole of the land comprised in Certificate of Title Volume 5859 Folio 535, being more commonly known as the Mannum Showgrounds.
ITEM 4 Term	Five (5) years commencing on 1 January 2021 and expiring at 11:59pm on 31 December 2025.
ITEM 5 Times of Use	The Licensee is authorised to use and occupy the Licensed Area each year during the Term during the following period only and otherwise, during such other periods as agreed by the Council in writing: <ul style="list-style-type: none"> during the football season, commencing from 1 April and ending 30 September.
ITEM 6 Licence Fee	\$1.00 per annum (plus GST) payable on demand
ITEM 7 Permitted Use	To occupy and use the Licensed Area for the purpose of carrying on, in a proper manner, a football Club, including hosting games, and conducting practice sessions and training, but excluding the use of the Licensed Area for: <ul style="list-style-type: none"> the sale of goods to the public by retail; or the provision or supply of services to the public - other than with the Council's permission.
ITEM 8 Public Liability Insurance	Coverage of at least twenty million dollars (\$20,000,000.00) per claim
Item 9 Special Conditions	<ol style="list-style-type: none"> The Council may, following consultation with the Licensee, hire out the Licensed Area to other users of the Land during the Term when it is not in use by the Licensee. An application for any change to the Times of Use can be made by the Licensee to Council. In determining any such application, the Council must give consideration to the use of the Licensed Area by any other third-party.

	3. The Council may restrict access to any or all of the Licensed Area at any time during the Term where necessary to do so in the interests of public safety or public health.
--	--

ANNEXURE A

Plan of Licensed Area



Released under the FOI Act 1982 by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts

ANNEXURE B

Maintenance Schedule

The following responsibilities apply to Community based groups/services (Licensee) in relation to the licencing of the facility:

Licensee Responsibility

- All outgoings – except for Council General Rates and Emergency Services Levy. Including, but not limited to electricity, water, gas, telephone, internet
- Day-to-day repairs and maintenance of a non-capital nature as specified in a lease agreement eg replacement of light globes, washers, taps, carpet repairs, waste disposal costs, signage
- Internal and external painting of buildings
- Public Liability Insurance
- Doors interior/exterior
- Oval perimeter Fencing
- Oval perimeter signage
- Goal Posts
- Score Board

Council Responsibility

- Preparation of lease documentation (including public consultation costs)
- Internal access - 'roads'
- Septic maintenance/repair
- Building Insurance
- Oval mowing
- Oval irrigation
- Car park and common areas
- Complex Boundary fence and gates
- Repair building structural faults where it is not a result of negligent maintenance or use by the lessee
- Development Act fees associated with land division (if greater than six years)

Kelley Jones

LICENCE AGREEMENT

Netball Courts, Mannum Showgrounds

PORT MANNUM

MID MURRAY COUNCIL

("the Council")

And

MANNUM ROOS NETBALL CLUB

("the Licensee")

Kelley Jones

T. 08 8113 7100

Level 6/19 Gilles Street
Adelaide SA 5000

GPO Box 2024 SA 5001
ABN 66 159 460 723

kelleyjones.com.au

Released under the FOI Act 1982 by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts

LICENCE AGREEMENT

Between

MID MURRAY COUNCIL ABN: 88 313 305 455 of 49 Adelaide Road, MANNUM 5238 ("the Council")

and

The party identified in **Item 1** of the Schedule ("the Licensee")

BACKGROUND

- A. The Council is a council constituted under the *Local Government Act 1999*.
- B. The Council is the registered proprietor of the Land described in **Item 3** of the Schedule.
- C. The Licensee has requested and the Council has resolved to grant to the Licensee, a licence to access and use the Licensed Area for the Permitted Use.
- D. The Council and the Licensee wish to record the terms of their agreement in this Licence.
- E. The person or persons executing this Licence on behalf of the Licensee are authorised to do so.

THE PARTIES AGREE as follows:

1. ACKNOWLEDGEMENT OF BACKGROUND

The preceding statements are accurate and form part of this Licence.

2. DEFINED TERMS AND INTERPRETATION

2.1 Introductory

In the Licence, unless the contrary intention appears:

- 2.1.1 a reference to this Licence is a reference to this document;
- 2.1.2 words beginning with capital letters are defined in clause 2.2;
- 2.1.3 a reference to a clause is a reference to a clause in this Licence;
- 2.1.4 a reference to an Item is a reference to an item in the Schedule;
- 2.1.5 a reference to a Schedule is a reference to the schedule of this Licence; and
- 2.1.6 a reference to an Annexure is a reference to an annexure to this Licence.

2.2 Defined Terms

In this Licence:

"Act" means the *Retail and Commercial Leases Act 1995*;

"Building" means the interior and exterior of all present and future improvements on the Licensed Area and includes all Building Services and all other conveniences, services, amenities and appurtenances of in or to the Building;

"Building Services" includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building supplied by any authority, the Council or any other person the Council authorises;

"Council" means the party described as "the Council" in this Licence and, where the context permits, includes the employees, contractors, agents and other invitees of the Council;

"Council's Equipment" means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Land or the Licensed Area and made available for use by the Licensee;

"Land" means the land described in Item 3 of the Schedule and includes any part of the Land;

"Licensed Area" means the area described in Item 2 of the Schedule including the Council's Equipment;

"Licensee" means the party described as "the Licensee" in this Licence and, where the context permits, includes the employees, contractors, agents, customers, sub-licensees and other invitees of the Licensee or any person claiming under the Licensee;

"Licensee's Equipment" means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Licensed Area by the Licensee as and from the date that the Licensee first took occupation of the Licensed Area;

"Licensee's Portion" means the proportion which the Premises bears as against the whole of the Land, expressed as a percentage;

"Permitted Use" means the use described in Item 7 of the Schedule;

"Statutory Requirements" means all requirements or obligations under any act, regulation, by-law or other statutory instrument;

"Term" means the Term as described in Item 4 of the Schedule and any period during which the Licensee holds over or remains in occupation of the Licensed Area;

"Times of Use" means the times set out in Item 5 of the Schedule.

2.3 Interpretation

Unless the contrary intention appears:

- 2.3.1 headings are for convenience only and do not affect interpretation;
- 2.3.2 the singular includes the plural and vice-versa;
- 2.3.3 a reference to an individual or person includes a corporation, partnership, joint venture, authority, or trust;
- 2.3.4 a reference to any party in this Licence, or any other document or arrangement referred to in this Licence, includes that party's executors, administrators, substitutes, successors and assigns;
- 2.3.5 a reference to any document (including this Licence) is to that document as varied or replaced from time to time;
- 2.3.6 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 2.3.7 a reference in this Licence to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 2.3.8 "including" and similar expressions are not and must not be treated as words of limitation; and
- 2.3.9 any Special Conditions listed in the Schedule will apply to this Licence and in the event of any inconsistency with the terms and conditions in the body of this Licence, the Special Conditions will prevail.

3. RETAIL AND COMMERCIAL LEASES ACT

- 3.1 If the Act applies to this Licence, then this licence shall be read and interpreted subject to the provisions of the Act and, to the extent that there is any inconsistency, the provisions of the Act shall prevail.
- 3.2 Any right, power or remedy of the Council or obligation or liability of the Licensee which is affected by the Act (if applicable) shall be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the Act.

4. GRANT OF LICENCE

- 4.1 The Council grants and the Licensee accepts a licence of the Licensed Area to undertake the Permitted Use for the Term.
- 4.2 The rights conferred by this Licence rest in contract only and do not and are not intended to create or confer upon the Licensee any tenancy, estate or interest in or over the Licensed Area or the Land and the rights of the Licensee under this Licence shall be those of a licensee only and do not comprise or include any further or other rights.

5. LICENCE FEE

The Licensee will pay to the Council annually in advance, the Licence Fee in the manner described in **Item 6** of the Schedule.

6. RATES TAXES AND UTILITIES

6.1 The Licensee will pay when they fall due for payment:

- 6.1.1 the Licensee's Portion of all rates, taxes, charges and levies relating to or incurred with respect to the whole of the Land;
- 6.1.2 all rates, taxes, charges and levies relating only to or incurred only with respect to the Licensed Area; and
- 6.1.3 any building insurance premium relating to the Licensed Area, regardless of whether such rates, taxes, charges, levies or premiums are invoiced to the Licensee or the Council.

6.2 The Licensee will pay when they fall due for payment, all costs for the use and the consumption of electricity, gas, water, telephone (and other telecommunications services) and any and all other services and utilities supplied to or used in connection with the Licensed Area.

7. LICENSEE'S RIGHTS AND OBLIGATIONS

7.1 Permitted Use

- 7.1.1 The Licensee must use the Licensed Area only for the Permitted Use and must not use or allow the Licensed Area to be used for any other purpose.
- 7.1.2 The Licensee will be responsible for repairing or correcting any damage or malfunction of the Licensed Area which results from any misuse or abuse of the Licensed Area by the Licensee.

7.2 Times of Use

- 7.2.1 The Licensee may only access and use the Licensed Area during the Times of Use as outlined in **Item 5** of the Schedule.
- 7.2.2 Any alteration to the Times of Use requires the prior consent of the Council.

7.3 Offensive Activities

The Licensee must not carry on any offensive or dangerous activities on or from the Licensed Area or create a nuisance or disturbance either:

- 7.3.1 for the Council; or
- 7.3.2 for occupiers of other buildings on the Land; or
- 7.3.3 for the owners or occupiers of any property adjoining the Land; and

must ensure at all times that activities conducted on or from the Licensed Area will not bring any discredit upon the Council.

7.4 Statutory and Other Requirements

The Licensee must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012*) in connection with the Licensee's use and occupation of the Licensed Area.

7.5 Signs

The Licensee must not place any signs or advertisements on the outside or inside (if they can be seen from outside) of the Licensed Area, except a sign or signs advertising or promoting the name and nature of the business conducted on the Licensed Area, which:

- 7.5.1 are approved by the Council; and
- 7.5.2 comply with any relevant Statutory Requirements.

7.6 Dangerous Equipment and Installations

The Licensee may only install or use within the Licensed Area equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and will not install or bring onto the Licensed Area:

- 7.6.1 any electrical, gas powered or other machinery or equipment which may pose a danger, risk or hazard;
- 7.6.2 any chemicals or other dangerous substances which may pose a danger, risk or hazard; or
- 7.6.3 any heavy equipment or items which may damage the Licensed Area or Building.

8. INSURANCE

8.1 Licensee's Insurance

The Licensee must take out and maintain during the Term of this Licence:

- 8.1.1 Insurance covering the contents of the Licensed Area (including the Licensee's Equipment) against damage by fire, storm, tempest, earthquake, flood, explosion, lightning, malicious damage, and also insuring against any damage to any plate glass on the Licensed Area (and such other risks as the Council thinks fit) for full reinstatement value; and
- 8.1.2 a public liability insurance policy, which provides coverage in the amount stipulated in **Item 8** of the Schedule.

8.2 Insurance Premiums

8.2.1 The Licensee must not do anything which may:

- (a) prejudice any insurance of the Licensed Area or the Building; or
- (b) increase the premium for that insurance.

8.2.2 If the Licensee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Licensed Area or the Building, the Licensee must on demand pay the amount of that increase to the Council.

8.3 Insurance Certificates

8.3.1 The Licensee must provide the Council with a copy of the certificate of currency for the insurance policies referred to in clause 8.1 at the commencement of the Term and if requested by the Council, on each renewal date of the insurance policies.

8.3.2 The Licensee must keep the insurance required under clause 8.1 current during the Term, and must, during that period, notify the Council immediately if the policy lapses or is cancelled or if an event occurs which could prejudice or give rise to a claim under the policy.

9. REPAIR AND MAINTENANCE

9.1 The Council must maintain the Land and the Licensed Area in accordance with **Annexure B** to this Licence;

9.2 The Licensee must keep, maintain, repair and replace as necessary the Licensee's Equipment situated within the Licensed Area, and must otherwise maintain and repair the Licensed Area in accordance with **Annexure B** to this Licence;

9.3 Notwithstanding anything to the contrary in **Annexure B**, if the Council requires the Licensee to do so, the Licensee must promptly repair any damage to the Licensed Area to the extent that it is caused or contributed to by the act, omission, negligence or default of the Licensee. Any repairs must be carried out by the Licensee within seven (7) days of the Council having required the repairs to be undertaken or as otherwise agreed in writing by the parties.

9.4 Alterations by Licensee

9.4.1 The Licensee must not carry out any alterations or additions to the Licensed Area without the Council's written consent.

9.4.2 The Licensee must provide full details of any proposed alteration and additions to the Council.

9.4.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Licensee to obtain the Council's consent to

any agreements that the Licensee enters into in relation to the alterations or additions.

- 9.4.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Licensed Area made by the Licensee pursuant to this clause will be the property of the Licensee during the Term and following expiration or sooner termination of this Licence, but subject to a determination made by the Council in accordance with clause 12.4.

9.5 Cleaning

The Licensee must at all times during the Term and at the Licensee's cost in all things, keep the Licensed Area clean and tidy and free of rubbish, vermin, insects and other pests.

10. COUNCIL'S OBLIGATIONS AND RIGHTS

10.1 Right to enter

The Council may enter the Licensed Area:

- 10.1.1 at any time and without notice, to see the state of repair of the Licensed Area;
- 10.1.2 after giving the Licensee reasonable notice (except in the case of emergency when no notice will be required):
 - (a) to do repairs to the Licensed Area or the Building or other works which cannot reasonably be done unless the Council enters the Licensed Area; or
 - (b) to do anything the Council must or may do under this Licence or must do under any law.

11. TERMINATION

Either party may terminate this licence without cause by providing three months' written notice to the other party.

12. RIGHTS AND OBLIGATIONS ON EXPIRY

12.1 Expiry

This Licence will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Licensee under any other provision of this Licence.

12.2 Make Good

Before this Licence comes to an end, the Licensee will:

- 12.2.1 remove all of the Licensee's Equipment and repair and make good any damage caused by such removal;

12.2.2 if required by the Council, remove and reinstate any alterations or additions made to the Licensed Area by the Licensee;

12.2.3 complete any repairs which the Licensee is obliged to carry out under this Licence.

12.3 Abandoned Goods

If the Licensee leaves any goods or equipment (including the Licensee's Equipment) at the Licensed Area for more than 14 days following expiration or sooner termination of the Term of the Licence, then the Licensee forfeits the goods or equipment to the Council and the Council is entitled to deal with and dispose of the goods or equipment as it deems fit.

12.4 Ownership of Alterations and Additions

If, during the Term of this Licence the Licensee has undertaken any alterations or additions to the Licensed Area, then upon expiration of the Term or sooner determination of this Licence, the Council may:

12.4.1 direct that the alterations or additions are to remain on the Licensed Area, in which case the alterations or additions will form part of the Licensed Area upon expiration of this Licence and will become the property of the Council and the Licensee will forfeit to the Council any interest the Licensee has in the alterations or additions; or

12.4.2 direct that the alterations or additions be removed and the Licensed Area be reinstated in accordance with clause 12.2.2 of this Licence.

13. BREACH

13.1 Council's Rights on Breach

13.1.1 If the Licensee is at any time in breach of any of its obligations under this Licence, and the Licensee fails to remedy that breach to the satisfaction of the Council within fourteen (14) days of being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter:

- (a) come onto the Licensed Area without notice and do all things necessary to remedy that breach; or
- (b) terminate this Licence without further notice to the Licensee.

13.1.2 The Licensee is liable to pay or reimburse the Council for all costs and expenses it incurs in taking action under clause 13.1.1 which the Council may recover from the Licensee as a debt due and payable on demand.

13.2 Rights of Council not Limited

The rights of the Council under this Licence and at law resulting from a breach of this Licence by the Licensee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 13.

14. **ASSIGNMENT**

Subject to the provisions of the Act should the Act apply to this Licence, the Licensee must not assign, transfer or sublicense this License or any right or obligation under it without the prior written consent of the Council, which consent may be granted or withheld by the Council in its absolute discretion.

15. **INDEMNITY AND RELEASE**

15.1 **Risk**

The Licensee occupies and uses the Licensed Area at the Licensee's risk.

15.2 **Indemnity**

The Licensee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with:

15.2.1 any act or omission of the Licensee;

15.2.2 a breach of this Licence by the Licensee; or

15.2.3 the Licensee's use or occupation of the Licensed Area.

15.3 **Release**

The Licensee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Licensed Area or the Building except to the extent that they are caused by the Council's negligence.

16. **DISPUTE RESOLUTION**

16.1 If any dispute or disagreement arises between the parties in connection with this Licence, the parties undertake to use all reasonable endeavours, in good faith, to settle the dispute or disagreement by negotiation between representatives of both parties.

16.2 In the event that negotiations do not resolve the dispute within thirty (30) days then a mediator agreeable to both parties may be engaged to seek a resolution. If the parties cannot agree upon a mediator, the mediator will be appointed by the President or Acting President of the Law Society of South Australia. The cost of the mediator will be borne equally by both parties.

16.3 Nothing in this Licence is intended to limit either party's right to seek a legal remedy for any dispute that arises.

16.4 The parties agree that matters arising out of any conflict must be kept confidential.

17. MISCELLANEOUS

17.1 Waiver

If the Council accepts or waives any breach by the Licensee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Licence.

17.2 Governing law

The Licence is governed by the law of South Australia and the parties irrevocably submit to the exclusive jurisdiction of the Courts in South Australia.

17.3 Severance

If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

17.4 Entire Agreement

The Council and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Licensed Area and that no promises, representations or undertakings, other than those contained in this Licence, were made or given or relied upon.

17.5 No Warranty

The Council makes no warranty or representation regarding the suitability of the Licensed Area (structural or otherwise) for the Permitted Use or any other purpose, and the warranty of fitness for purpose provided under section 18 of the Act is expressly excluded by the Council in this Licence.

17.6 Confidentiality

17.6.1 Subject to applicable laws, this Licence is confidential and must not be published, disclosed or used for any purpose by either party without the prior written consent of the other party.

17.6.2 Subject to applicable laws, the Licensee must keep confidential any information about the Council that becomes known as a result of this Licence or the transactions it contemplates and, which information is not in the public domain.

17.6.3 This clause will remain enforceable by either party notwithstanding the expiry or termination of this Licence.

17.7 Ombudsman

The Licensee acknowledges that the *Ombudsman Act 1972* empowers the Ombudsman to investigate matters in the public interest. The Licensee must ensure compliance with all obligations arising under that Act and all applicable laws.

EXECUTED as an **AGREEMENT** on the 31 day of May 2020

Executed by the **Mid Murray Council** under delegation by:

s47F
.....
Signature of Authorised Officer

s47F
.....
Signature of witness

BENJAMIN FRANCIS SCALCI
.....
Full Name of Authorised Officer

s47F
.....
Full name of witness and position title

CEO
.....
Position

8569 0100
.....
Witness contact number

IMPORTANT NOTICE: The Licensee acknowledges and agrees that the Council gives no warranty that the Licensed Area will, either at the Commencement Date or for the duration of this Licence, be structurally suitable for the Permitted Use.

The **Common Seal of the Licensee** was affixed in accordance with the Rules of the Association in the presence of:

s47F
.....
Signature of Authorised Office Bearer

s47F
.....
Signature of Authorised Office Bearer

s47F
.....
Name of Authorised Office Bearer

s47F
.....
Name of Authorised Office Bearer

SCHEDULE

ITEM 1 Licensee	Mannum Roos Netball Club ABN: 66 780 356 384 PO Box 428, MANNUM SA 5238
ITEM 2 Licensed Area	That portion of the Land as land delineated in yellow on the plan attached as Annexure A
ITEM 3 Land	The whole of the land comprised in Certificate of Title Volume 5859 Folio 535, being more commonly known as the Mannum Showgrounds.
ITEM 4 Term	Five (5) years commencing on 1 January 2021 and expiring at 11:59pm on 31 December 2025
ITEM 5 Times of Use	The Licensee is authorised to use and occupy the Licensed Area each year during the Term during the following period only and otherwise, during such other periods as agreed by the Council in writing: <ul style="list-style-type: none"> during the netball season, commencing from 1 April and ending 30 September.
ITEM 6 Licence Fee	\$1.00 per annum (plus GST) payable on demand
ITEM 7 Permitted Use	To use the Licensed Area for the purpose of operating and carrying on, in a proper manner, a netball club, including hosting games and conducting practice and training sessions.
ITEM 8 Public Liability Insurance	Coverage of at least twenty million dollars (\$20,000,000.00) per claim
Item 9 Special Conditions	<ol style="list-style-type: none"> The Council may, following consultation with the Licensee, hire out the Licensed Area to other users of the Land during the Term when it is not in use by the Licensee. An application for any change to the Times of Use can be made by the Licensee to Council. In determining any such application, the Council must give consideration to the use of the Licensed Area by any other third-party. The Council may restrict access to any or all of the Licensed Area at any time during the Term where necessary to do so in the interests of public safety or public health.

ANNEXURE A

Plan of Licensed Area



Released under the FOI Act 1982 by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts

ANNEXURE B

Maintenance Schedule

The following responsibilities apply to Community based groups/services (Licensee) in relation to the licencing of the facility:

Licensee Responsibility

- All outgoings – except for Council General Rates and Emergency Services Levy, including, but not limited to electricity, water, gas, telephone, internet
- Day-to-day repairs and maintenance of a non-capital nature as specified in a lease agreement eg replacement of light globes, washers, taps, carpet repairs, waste disposal costs, signage
- Internal and external painting of buildings
- Public Liability Insurance
- Contents Insurance
- Volunteers Business pack/Committee Insurance
- Air conditioners (maintenance and repair)
- Floors maintenance/floor coverings
- Plumbing maintenance including fittings
- Stoves and other electrical items
- Cleaning of roofs, gutters and downpipes
- Maintenance of door locks
- Maintenance of rainwater tanks
- Maintenance of roller doors
- Cleaning of Premises
- Maintenance of curtains/drapes/blinds
- Doors interior/exterior
- Internal fence and gates
- Property Insurance
- Hot water service
- Graffiti clean up
- Pest control
- Court surface
- Maintenance of fire safety equipment
 - Extinguishers
 - Exit lights

Council Responsibility

- Preparation of lease documentation (including public consultation costs)
- Internal access - 'roads'
- Septic maintenance/repair
- Court lighting
- Building Insurance
- Car park and common areas
- Complex Boundary fence and gates
- Repair building structural faults where it is not a result of negligent maintenance or use by the lessee
- Development Act fees associated with land division (if greater than six years)

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Kelley Jones

LICENCE AGREEMENT

Tennis Courts, Mannum Showgrounds

PORT MANNUM

MID MURRAY COUNCIL

("the Council")

And

MANNUM TENNIS CLUB

("the Licensee")

Kelley Jones

T. 08 8113 7100

Level 6/19 Gilles Street
Adelaide SA 5000

GPO Box 2024 SA 5001
ABN 66 159 480 723

kelleyjones.com.au

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LICENCE AGREEMENT

Between

MID MURRAY COUNCIL ABN: 88 313 305 455 of 49 Adelaide Road, MANNUM 5238 ("the Council")

and

The party identified in **Item 1** of the Schedule ("the Licensee")

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"Building" means the interior and exterior of all present and future improvements on the Licensed Area and includes all Building Services and all other conveniences, services, amenities and appurtenances of in or to the Building;

"Building Services" includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building supplied by any authority, the Council or any other person the Council authorises;

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"Licensee's Portion" means the proportion which the Premises bears as against the whole of the Land, expressed as a percentage;

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- 2.3.4 a reference to any party in this Licence, or any other document or arrangement referred to in this Licence, includes that party's executors, administrators, substitutes, successors and assigns;
- 2.3.5 a reference to any document (including this Licence) is to that document as varied or replaced from time to time;
- 2.3.6 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 2.3.7 a reference in this Licence to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 2.3.8 "including" and similar expressions are not and must not be treated as words of limitation; and
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- 3.1 If the Act applies to this Licence, then this licence shall be read and interpreted subject to the provisions of the Act and, to the extent that there is any inconsistency, the provisions of the Act shall prevail.
- 3.2 Any right, power or remedy of the Council or obligation or liability of the Licensee which is affected by the Act (if applicable) shall be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the Act.

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- 4.1 The Council grants and the Licensee accepts a licence of the Licensed Area to undertake the Permitted Use for the Term.
- 4.2 The rights conferred by this Licence rest in contract only and do not and are not intended to create or confer upon the Licensee any tenancy, estate or interest in or over the Licensed Area or the Land and the rights of the Licensee under this Licence shall be those of a licensee only and do not comprise or include any further or other rights.

5. LICENCE FEE

The Licensee will pay to the Council annually in advance, the Licence Fee in the manner described in **Item 6** of the Schedule.

6. RATES TAXES AND UTILITIES

6.1 The Licensee will pay when they fall due for payment:

6.1.1 the Licensee's Portion of all rates, taxes, charges and levies relating to or incurred with respect to the whole of the Land;

6.1.2 all rates, taxes, charges and levies relating only to or incurred only with respect to the Licensed Area; and

6.1.3 any building insurance premium relating to the Licensed Area,

regardless of whether such rates, taxes, charges, levies or premiums are invoiced to the Licensee or the Council.

6.2 The Licensee will pay when they fall due for payment, all costs for the use and the consumption of electricity, gas, water, telephone (and other telecommunications services) and any and all other services and utilities supplied to or used in connection with the Licensed Area.

7. LICENSEE'S RIGHTS AND OBLIGATIONS

7.1 Permitted Use

7.1.1 The Licensee must use the Licensed Area only for the Permitted Use and must not use or allow the Licensed Area to be used for any other purpose.

7.1.2 The Licensee will be responsible for repairing or correcting any damage or malfunction of the Licensed Area which results from any misuse or abuse of the Licensed Area by the Licensee.

7.2 Times of Use

7.2.1 The Licensee may only access and use the Licensed Area during the Times of Use as outlined in **Item 5** of the Schedule.

7.2.2 Any alteration to the Times of Use requires the prior consent of the Council.

7.3 Offensive Activities

The Licensee must not carry on any offensive or dangerous activities on or from the Licensed Area or create a nuisance or disturbance either:

7.3.1 for the Council; or

7.3.2 for occupiers of other buildings on the Land; or

7.3.3 for the owners or occupiers of any property adjoining the Land; and

must ensure at all times that activities conducted on or from the Licensed Area will not bring any discredit upon the Council.

7.4 Statutory and Other Requirements

The Licensee must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012*) in connection with the Licensee's use and occupation of the Licensed Area.

7.5 Signs

The Licensee must not place any signs or advertisements on the outside or inside (if they can be seen from outside) of the Licensed Area, except a sign or signs advertising or promoting the name and nature of the business conducted on the Licensed Area, which:

- 7.5.1 are approved by the Council; and
- 7.5.2 comply with any relevant Statutory Requirements.

7.6 Dangerous Equipment and Installations

The Licensee may only install or use within the Licensed Area equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and will not install or bring onto the Licensed Area:

- 7.6.1 any electrical, gas powered or other machinery or equipment which may pose a danger, risk or hazard;
- 7.6.2 any chemicals or other dangerous substances which may pose a danger, risk or hazard; or
- 7.6.3 any heavy equipment or items which may damage the Licensed Area or Building.

8. INSURANCE

8.1 Licensee's Insurance

The Licensee must take out and maintain during the Term of this Licence:

- 8.1.1 Insurance covering the contents of the Licensed Area (including the Licensee's Equipment) against damage by fire, storm, tempest, earthquake, flood, explosion, lightning, malicious damage, and also insuring against any damage to any plate glass on the Licensed Area (and such other risks as the Council thinks fit) for full reinstatement value; and
- 8.1.2 a public liability insurance policy, which provides coverage in the amount stipulated in **Item 8** of the Schedule.

8.2 Insurance Premiums

8.2.1 The Licensee must not do anything which may:

- (a) prejudice any insurance of the Licensed Area or the Building; or
- (b) increase the premium for that insurance.

8.2.2 If the Licensee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Licensed Area or the Building, the Licensee must on demand pay the amount of that increase to the Council.

8.3 Insurance Certificates

8.3.1 The Licensee must provide the Council with a copy of the certificate of currency for the insurance policies referred to in clause 8.1 at the commencement of the Term and if requested by the Council, on each renewal date of the insurance policies.

8.3.2 The Licensee must keep the insurance required under clause 8.1 current during the Term, and must, during that period, notify the Council immediately if the policy lapses or is cancelled or if an event occurs which could prejudice or give rise to a claim under the policy.

9. REPAIR AND MAINTENANCE

9.1 The Council must maintain the Land and the Licensed Area in accordance with **Annexure B** to this Licence;

9.2 The Licensee must keep, maintain, repair and replace as necessary the Licensee's Equipment situated within the Licensed Area, and must otherwise maintain and repair the Licensed Area in accordance with **Annexure B** to this Licence;

9.3 Notwithstanding anything to the contrary in **Annexure B**, if the Council requires the Licensee to do so, the Licensee must promptly repair any damage to the Licensed Area to the extent that it is caused or contributed to by the act, omission, negligence or default of the Licensee. Any repairs must be carried out by the Licensee within seven (7) days of the Council having required the repairs to be undertaken or as otherwise agreed in writing by the parties.

9.4 Alterations by Licensee

9.4.1 The Licensee must not carry out any alterations or additions to the Licensed Area without the Council's written consent.

9.4.2 The Licensee must provide full details of any proposed alteration and additions to the Council.

9.4.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Licensee to obtain the Council's consent to

any agreements that the Licensee enters into in relation to the alterations or additions.

- 9.4.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Licensed Area made by the Licensee pursuant to this clause will be the property of the Licensee during the Term and following expiration or sooner termination of this Licence, but subject to a determination made by the Council in accordance with clause 12.4.

9.5 Cleaning

The Licensee must at all times during the Term and at the Licensee's cost in all things, keep the Licensed Area clean and tidy and free of rubbish, vermin, insects and other pests.

10. COUNCIL'S OBLIGATIONS AND RIGHTS

10.1 Right to enter

The Council may enter the Licensed Area:

- 10.1.1 at any time and without notice, to see the state of repair of the Licensed Area;
- 10.1.2 after giving the Licensee reasonable notice (except in the case of emergency when no notice will be required):
 - (a) to do repairs to the Licensed Area or the Building or other works which cannot reasonably be done unless the Council enters the Licensed Area; or
 - (b) to do anything the Council must or may do under this Licence or must do under any law.

11. TERMINATION

Either party may terminate this licence without cause by providing three months' written notice to the other party.

12. RIGHTS AND OBLIGATIONS ON EXPIRY

12.1 Expiry

This Licence will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Licensee under any other provision of this Licence.

12.2 Make Good

Before this Licence comes to an end, the Licensee will:

12.2.1 remove all of the Licensee's Equipment and repair and make good any damage caused by such removal;

12.2.2 if required by the Council, remove and reinstate any alterations or additions made to the Licensed Area by the Licensee;

12.2.3 complete any repairs which the Licensee is obliged to carry out under this Licence.

12.3 Abandoned Goods

If the Licensee leaves any goods or equipment (including the Licensee's Equipment) at the Licensed Area for more than 14 days following expiration or sooner termination of the Term of the Licence, then the Licensee forfeits the goods or equipment to the Council and the Council is entitled to deal with and dispose of the goods or equipment as it deems fit.

12.4 Ownership of Alterations and Additions

If, during the Term of this Licence the Licensee has undertaken any alterations or additions to the Licensed Area, then upon expiration of the Term or sooner determination of this Licence, the Council may:

12.4.1 direct that the alterations or additions are to remain on the Licensed Area, in which case the alterations or additions will form part of the Licensed Area upon expiration of this Licence and will become the property of the Council and the Licensee will forfeit to the Council any interest the Licensee has in the alterations or additions; or

12.4.2 direct that the alterations or additions be removed and the Licensed Area be reinstated in accordance with clause 12.2.2 of this Licence.

13. BREACH

13.1 Council's Rights on Breach

13.1.1 If the Licensee is at any time in breach of any of its obligations under this Licence, and the Licensee fails to remedy that breach to the satisfaction of the Council within fourteen (14) days of being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter:

(a) come onto the Licensed Area without notice and do all things necessary to remedy that breach; or

(b) terminate this Licence without further notice to the Licensee.

13.1.2 The Licensee is liable to pay or reimburse the Council for all costs and expenses it incurs in taking action under clause 13.1.1 which the Council may recover from the Licensee as a debt due and payable on demand.

13.2 Rights of Council not Limited

The rights of the Council under this Licence and at law resulting from a breach of this Licence by the Licensee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 13.

14. ASSIGNMENT

Subject to the provisions of the Act should the Act apply to this Licence, the Licensee must not assign, transfer or sublicense this License or any right or obligation under it without the prior written consent of the Council, which consent may be granted or withheld by the Council in its absolute discretion.

15. INDEMNITY AND RELEASE**15.1 Risk**

The Licensee occupies and uses the Licensed Area at the Licensee's risk.

15.2 Indemnity

The Licensee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with:

- 15.2.1 any act or omission of the Licensee;
- 15.2.2 a breach of this Licence by the Licensee; or
- 15.2.3 the Licensee's use or occupation of the Licensed Area.

15.3 Release

The Licensee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Licensed Area or the Building except to the extent that they are caused by the Council's negligence.

16. DISPUTE RESOLUTION

- 16.1 If any dispute or disagreement arises between the parties in connection with this Licence, the parties undertake to use all reasonable endeavours, in good faith, to settle the dispute or disagreement by negotiation between representatives of both parties.
- 16.2 In the event that negotiations do not resolve the dispute within thirty (30) days then a mediator agreeable to both parties may be engaged to seek a resolution. If the parties cannot agree upon a mediator, the mediator will be appointed by the President or Acting President of the Law Society of South Australia. The cost of the mediator will be borne equally by both parties.
- 16.3 Nothing in this Licence is intended to limit either party's right to seek a legal remedy for any dispute that arises.

16.4 The parties agree that matters arising out of any conflict must be kept confidential.

17. MISCELLANEOUS

17.1 Waiver

If the Council accepts or waives any breach by the Licensee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Licence.

17.2 Governing law

The Licence is governed by the law of South Australia and the parties irrevocably submit to the exclusive jurisdiction of the Courts in South Australia.

17.3 Severance

If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

17.4 Entire Agreement

The Council and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Licensed Area and that no promises, representations or undertakings, other than those contained in this Licence, were made or given or relied upon.

17.5 No Warranty

The Council makes no warranty or representation regarding the suitability of the Licensed Area (structural or otherwise) for the Permitted Use or any other purpose, and the warranty of fitness for purpose provided under section 18 of the Act is expressly excluded by the Council in this Licence.

17.6 Confidentiality

17.6.1 Subject to applicable laws, this Licence is confidential and must not be published, disclosed or used for any purpose by either party without the prior written consent of the other party.

17.6.2 Subject to applicable laws, the Licensee must keep confidential any information about the Council that becomes known as a result of this Licence or the transactions it contemplates and, which information is not in the public domain.

17.6.3 This clause will remain enforceable by either party notwithstanding the expiry or termination of this Licence.

17.7 Ombudsman

The Licensee acknowledges that the *Ombudsman Act 1972* empowers the Ombudsman to investigate matters in the public interest. The Licensee must ensure compliance with all obligations arising under that Act and all applicable laws.

EXECUTED as an **AGREEMENT** on the 1 day of April ~~2020~~ 2021

Executed by the **Mid Murray Council** under delegation by:

<p>s47F</p> <p>.....</p> <p>Signature of Authorised Officer</p>	<p>s47F</p> <p>.....</p> <p>Signature of witness</p>
<p>BENJAMIN FRANCIS SLAED</p> <p>.....</p> <p>Full Name of Authorised Officer</p>	<p>s47F</p> <p>.....</p> <p>Full name of witness and position title</p>
<p>CEO</p> <p>.....</p> <p>Position</p>	<p>s47F</p> <p>.....</p> <p>Witness contact number</p>

IMPORTANT NOTICE: The Licensee acknowledges and agrees that the Council gives no warranty that the Licensed Area will, either at the Commencement Date or for the duration of this Licence, be structurally suitable for the Permitted Use.

The Common Seal of the Licensee was affixed in accordance with the Rules of the Association in the presence of:

<p>s47F</p> <p>.....</p> <p>Signature of Authorised Office Bearer</p>	<p>s47F</p> <p>.....</p> <p>Signature of Authorised Office Bearer</p>
<p>s47F</p> <p>.....</p> <p>Name of Authorised Office Bearer</p>	<p>s47F</p> <p>.....</p> <p>Name of Authorised Office Bearer</p>

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SCHEDULE

ITEM 1 Licensee	Mannum Tennis Club Inc. ABN 77 371 278 52 Mannum Showgrounds, North Terrace, PORT MANNUM SA 5238
ITEM 2 Licensed Area	That portion of the Land as land delineated in yellow on the plan attached as Annexure A
ITEM 3 Land	The whole of the land comprised in Certificate of Title Volume 5859 Folio 535, being more commonly known as the Mannum Showgrounds.
ITEM 4 Term	Five (5) years commencing on 1 January 2021 and expiring at 11:59pm on 31 December 2025.
ITEM 5 Times of Use	The Licensee is authorised to use and occupy the Licensed Area each year during the Term during the following period only and otherwise, during such other periods as agreed by the Council in writing: <ul style="list-style-type: none"> • during the tennis summer season, commencing from 1 October and ending 31 March). •
ITEM 6 Licence Fee	\$1.00 per annum (plus GST) payable on demand
ITEM 7 Permitted Use	To use the Licensed Area for the purpose of operating and carrying on, in a proper manner, a tennis club, including hosting games and conducting practice sessions.
ITEM 8 Public Liability Insurance	Coverage of at least twenty million dollars (\$20,000,000.00) per claim
Item 9 Special Conditions	<ol style="list-style-type: none"> 1. The Council may, following consultation with the Licensee, hire out the Licensed Area to other users of the Land during the Term when it is not in use by the Licensee. 2. An application for any change to the Times of Use can be made by the Licensee to Council. In determining any such application, the Council must give consideration to the use of the Licensed Area by any other third-party. 3. The Council may restrict access to any or all of the Licensed Area at any time during the Term where necessary to do so in the interests of public safety or public health.

ANNEXURE A

Plan of Licensed Area



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ANNEXURE B**Maintenance Schedule**

The following responsibilities apply to Community based groups/services (Licensee) in relation to the licencing of the facility:

Licensee Responsibility

- All outgoings – except for Council General Rates and Emergency Services Levy, including, but not limited to electricity, water, gas, telephone, internet
- Day-to-day repairs and maintenance of a non-capital nature as specified in a lease agreement eg replacement of light globes, washers, taps, carpet repairs, waste disposal costs, signage
- Internal and external painting of buildings
- Public Liability Insurance
- Contents Insurance
- Volunteers Business pack/Committee Insurance
- Air conditioners (maintenance and repair)
- Floors maintenance/floor coverings
- Plumbing maintenance including fittings
- Stoves and other electrical items
- Cleaning of roofs, gutters and downpipes
- Maintenance of door locks
- Maintenance of rainwater tanks
- Maintenance of roller doors
- Cleaning of Premises
- Maintenance of curtains/drapes/blinds
- Doors interior/exterior
- Internal fence and gates
- Property Insurance
- Hot water service
- Graffiti clean up
- Pest control
- Court surface
- Maintenance of fire safety equipment
 - Extinguishers
 - Exit lights

Council Responsibility

- Preparation of lease documentation (including public consultation costs)
- Internal access - 'roads'
- Septic maintenance/repair
- Court Lighting
- Building Insurance
- Car park and common areas
- Complex Boundary fence and gates
- Repair building structural faults where it is not a result of negligent maintenance or use by the lessee
- Development Act fees associated with land division (if greater than six years)

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Ref No: 7/GRA/GGR/1

14 September 2024

Play our Way Program
Department of Health and Aged Care

To whom it may concern,

Letter of Agreement and/or Evidence of Tenure, Play our Way Grant application, Ref D7MN4LKK

This letter is to confirm that Mid Murray Council, as the owner of the property at Lot 124 North Terrace, Port Mannum SA 5238, supports the Play our Way Grant Application for the following works to be undertaken on the Council owned land at the Mannum township oval complex:

- AFL standard multipurpose, female friendly and universally accessible change facilities, education/training, creche and rehabilitation/gym space
- Safety, non-slip netball/tennis court upgrades

The Mannum Football Club Inc has a Licence Agreement over the area marked 'A' in the Plan of the Licensed Area – Annexure A, **as attached**.

The Mannum Roos Netball Club has a Licence Agreement, as depicted in the highlighted area on the Plan of Licensed Area (page 14 of the Agreement), **as attached**.

Regards,

s47F



Ben Scales
Chief Executive Officer

All correspondence to PO Box 28, Mannum SA 5238 ABN 88 313 305 455
Email postbox@mid-murray.sa.gov.au Web www.mid-murray.sa.gov.au

Mannum – Principal Office
49 Adelaide Road, Mannum, SA
Telephone: (08) 8569 0100

Cambrai Office
Main Street, Cambrai, SA
Telephone: (08) 8569 0100

Morgan & Districts Community Hub
Cnr Fourth & Eighth Street, Morgan, SA
Telephone: (08) 8569 0100

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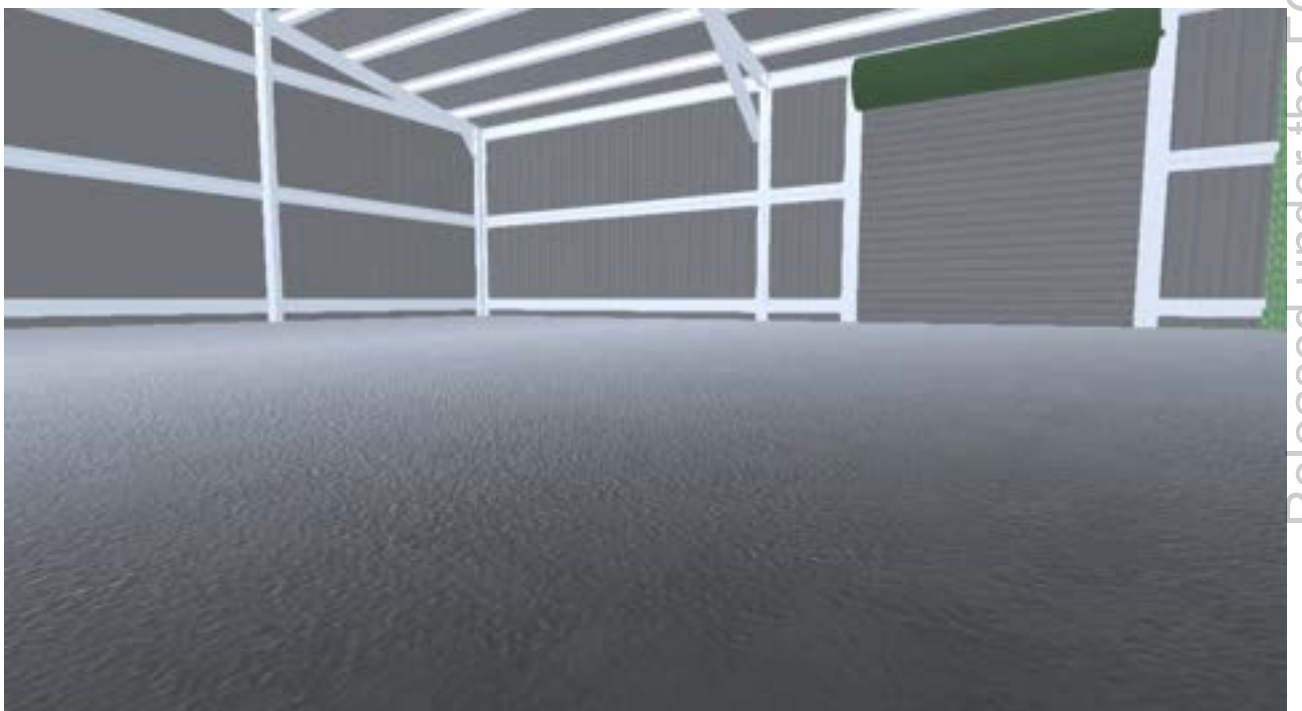
Proposed New Facility Mannum FC

Scope of Building:

- Right hand end new female changerooms with inclusive shower and toilet cubicles.
- Middle area Gym and Rehabilitation space with amenities inline with AFL guidelines.
- Left hand Courts side end – Bathroom amenities, parent room, plus disabled toilet.



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