

Memorandum of Agreement

Between

Bendigo Orienteers Incorporated

And

Colin Walker

Bendigo Woollen Mills

4 Lansell Street

Bendigo VIC 3550

1. Purpose and Scope of the Agreement:

This is an agreement between Bendigo Orienteers Incorporated, hereinafter called 'the club' and Colin Walker, owner of the Bendigo Woollen Mills site.

The purpose of this Agreement is to outline the nature of the relationship between Bendigo Orienteers (the orienteering club) and Colin Walker, owner of the Bendigo Woollen Mills and the land on which it occupies. The club stores its trailer and equipment in a small shed on the property where the woollen mills is located.

2. Background:

Bendigo orienteers owns a trailer and a collection of equipment which is used to enable the club to organise orienteering events. The club stored the trailer and equipment for many years in the rear yard of one of its members.

Between 2013 and 2017 the club made various enquiries with the City of Greater Bendigo and a range of other sporting clubs seeking support to find a site on which it could build a shed to house its trailer and equipment on council controlled public land. These efforts were eventually abandoned after the cost of building a shed on a local golf club site was found to be too expensive and overly complicated.

Colin Walker is a member of the club and owner / director of the Bendigo Woollen Mills. The woollen mill is a large industrial site where wool is processed, stored and sold, in Lansell Street Bendigo.

In late 2017 Colin offered to house the trailer and provide a site for the erection of a small shed in which the club could store its equipment, on the site of the Bendigo Woollen Mills.

The club has taken up Colin's offer, built a small shed and will park the trailer on the woollen mills site.

3. Bendigo Orienteers responsibilities under this MOA:

- a. The club owns a trailer (and all its contents), which is stored on the woollen mills site.
- b. The club also owns a small shed (and all its contents), which has been built on the woollen mills site.
- c. The club is responsible for paying all costs relating to building, operating and maintaining the shed. This includes insurance of the trailer, shed and their contents, any utility costs, maintenance and repairs.
- d. Members of the club who organise orienteering activities have access to the woollen mills site via a gate at the end of Lansell Street. This gate is secured with a padlock. The key to the padlock is locked in a key safe which is located on the fence. The code for the key safe is available from committee members of the club. This code may be changed as needed for continued security.

- e. Members of the club must secure the shed and trailer after use and whenever leaving the woollen mills site.
- f. The gate nearest to the railway line must always be locked outside of the Bendigo Woollen Mill's operating hours. This gate is open for woollen mill use between 6am and 5:30pm Monday to Friday. If the gate is unlocked by a club member, that club member must re-lock the gate upon leaving the property.
- g. As users of the woollen mills site, members of the club will inform Colin Walker of any concerns regarding access to or unwanted activities occurring on or near the property.
- h. All members of the club will respect the Bendigo Woollen Mills property and staff members' access to and free movement around the woollen mills site. Club members must not interfere with any equipment or materials on the woollen mills property that aren't owned by the club.
- i. The club president will be responsible for liaising with Colin Walker about this MOA. Any amendment to this Agreement must be discussed and agreed by the club committee and signed and dated by the president and Colin.

4. Colin Walker's responsibilities under this MOA:

- a. Colin will continue to allow access to the trailer and club shed on the Bendigo Woollen Mills site unless the club fails to maintain safety and security of the Woollen Mills site.
- b. As a member of the club Colin has access to the club's trailer, shed and equipment.
- c. Colin will inform the club of any changes to the use of the land.
- d. Colin will notify the club of any concerns regarding the shed or its use.

5. It is Mutually Understood and Agreed by and between the parties that:

- a. Each party maintains its independence from the other. This MOA does not change either party's objectives or operations.
- b. This Agreement is based on the principle of good faith and relies on continuing respectful regard of each party towards the other. It is not legally binding.
- c. If the Bendigo Woollen Mills ceases to operate or changes ownership and the new owner wishes to end this agreement, the two parties will cooperate to re-locate the shed and trailer at an alternative site. The club will be responsible for finding an alternative site.
- d. This Agreement will be in place initially for 5 years, after which it will be reviewed by both parties.
- e. Any changes to this Agreement must be negotiated and agreed by both parties in good faith.

6. Applicable fees:

The club agrees to pay an annual fee to Colin Walker for the use of the land on which the trailer is stored and the shed is built.

Colin will invoice the club for \$30 per month (inclusive of GST) at 6 monthly intervals.

7. Dispute Resolution:

In the event of a dispute arising between the two parties, the president of the club will attempt to resolve the matter directly with Colin. If no resolution has been reached within 3 weeks, a mediator agreed by both parties will be brought in to resolve the dispute.

8. Effective Date and Signatures:

This MOA shall be effective upon the signature of the president of Bendigo Orienteers and Colin Walker.

It will be in force from 01/09/2018 to 31/08/2023

Name: ANDREW WALLACE

Position: President Andrew Wallace

Bendigo Orienteers Incorporated

Date: 19/10/18

Name: Colin Walker Colin Walker

Position: Owner and Director

Bendigo Woollen Mills, 4 Lansell Street Bendigo

Date: 19/10/18