

## **LATE ITEMS COUNCIL - 14 November 2024 Attachments**

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# PLAN OF SUBDIVISION



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<b>Owners</b>	Launceston City Council	<b>Address</b>	2 Invermay Road, Invermay	This plan has been prepared for the purpose of obtaining disposal and preliminary subdivision approvals from the Council and the information shown hereon should be used for no other purpose. All measurements and areas are subject to final survey.							
		<b>Council</b>	Launceston City Council								
<b>Title References</b>	FR 180240/2	<b>Planning Scheme</b>	Tasmanian Planning Scheme - Launceston								
		<b>Zone &amp; Overlay</b>	31.0 Particular Purpose - Inveresk Site								
<b>Schedule Of Easements</b>	As shown.										
<b>Scale</b>	1:4000	<b>Date</b>	02 July 2024	<b>PDA Reference</b>	50149 - P05	<b>Map reference</b>		<b>PID</b>	358475	<b>Point of Interest GDA94MGA55</b>	511667E, 5414155N





K&L GATES

## Consent Deed

Launceston City Council  
ABN 73 149 070 625

and

Stadiums Tasmania  
ABN 83 715 326 005

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## Consent Deed

**Date** 2024

### Parties

1. **Launceston City Council** ABN 73 149 070 625 of Town Hall, 18-28 St John Street, Launceston TAS 7250 (**Transferor**)
2. **Stadiums Tasmania** ABN 83 715 326 005 of Level 3, 99 Bathurst Street, Hobart TAS 7000 (**Transfer Recipient**)

### Background

- A. Pursuant to the Stadiums Tasmania Act, the Transfer Recipient has been established to, among other things, own, acquire, manage, operate, maintain, plan for and invest in the development of the major public stadiums of Tasmania.
- B. The Transferor carries on the Business and owns or uses the Assets required to operate the Stadium.
- C. The Assets will transfer from the Transferor to the Transfer Recipient pursuant to the Transfer Notice.
- D. The Transferor and the Transfer Recipient have agreed that terms of this Deed will apply to the transfer of the Assets pursuant to the Transfer Notice.
- E. The Transferor consents to the Transfer of the Assets pursuant to the Transfer Notice and subject to the terms of this Deed.

### Agreed terms

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this Deed:

**Accounting Standards** means generally accepted accounting principles that are consistently applied in Australia;

**Accounts** means each of the following (as applicable):

- (a) the Initial Accounts; and
- (b) the Transfer Accounts;

**Accounts Date** means each of the following (as applicable):

- (a) the Initial Accounts Date; and
- (a) the Transfer Accounts Date;



**Accruals** means all periodic or recurring outgoings and expenses in respect of or relating to the Assets and the Business that are being transferred to the Transfer Recipient under this Deed including rent, rates, electricity, gas, telephone, lease payments, hiring charges and other similar amounts unpaid by the Transferor as at the Transfer Day but, only to the extent they relate to the period before the Calculation Time;

**Accrued Revenue** means an amount equal to the aggregate of all Relevant Revenue that is payable, but has not been paid, to the Transferor on or before the Transfer Day, but only to the extent that such Relevant Revenue relates to the period before the Calculation Time;

**Advance Revenue** means an amount equal to the aggregate of all Relevant Revenue paid or payable to, or received by, the Transferor on or before the Transfer Day, but only to the extent that such Relevant Revenue relates to the period on or after the Transfer Day;

**Assets** means all assets owned, used or intended for use by the Transferor in connection with the Business, including:

- (a) the Goodwill;
- (b) the Land;
- (c) the Plant and Equipment;
- (d) the Records;
- (e) all of the Transferor's rights, benefits and interest under the Transferring Contracts;  
and
- (f) the Transferor's rights and benefits (if any) under the Permits,

but excluding the Excluded Assets;

**Business** means the operation of the Stadium by the Transferor using the Assets;

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Launceston, Tasmania;

**Business Warranties** means the Transferor's Warranties other than the Title Warranties and the Tax Warranties;

**Calculation Time** means 11.59 pm on the day immediately before the Transfer Day;

**Car Park Licence** means the licence granted by the Transferor to the Transfer Recipient for access and use rights to the car park known as the Northern Inveresk Car Park for events held at the Stadium;

**Claim** includes a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a Third Party or a party to this Deed or otherwise;

**Conditions** means the conditions referred to in clause 4 and specified in Schedule 1;

**Conditions Satisfaction Date** has the meaning given to that term in clause 4.1;

**Confidential Information** means:

- (a) Information submitted or disclosed by a party during negotiations, discussions and meetings relating to this Deed;
- (b) Information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and
- (c) all other Information belonging or relating to a Disclosing Party, or any Related Entity of that Disclosing Party, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Deed or which the Receiving Party knows, or ought reasonably to be expected to know, is confidential to that Disclosing Party or any Related Entity of that Disclosing Party;

**Consent Letter** means the joint letter from the Transferor and the Transfer Recipient to the Minister substantially in the form set out in Annexure 3:

- (a) pursuant to which the parties notify the Minister that:
  - (i) the Transferor consents to the transfer of Assets;
  - (ii) the parties have done all things necessary to ensure there is a smooth transition of the Assets from the Transferor to the Transfer Recipient; and
  - (iii) the Minister may issue the Transfer Notice; and
- (b) enclosing the proposed form of the Transfer Notice;

**Contracts** means all contracts and commitments entered into by the Transferor in connection with the Assets or the Business that are wholly or partly unperformed at Transfer, as set out in Schedule 4;

**Cooperation Agreement** means the cooperation agreement in the form set out in Annexure 4 between the Transferor and the Transfer Recipient pursuant to which each party makes ongoing commitments to the other party;

**Corporations Act** means the *Corporations Act 2001 (Cth)*;

**Councillors** means the council members elected to the Launceston City Council from time to time;

**Deed** means this deed including the background, any schedules and any annexures;

**Deed Date** means the date of this Deed;

**Defined Benefits Employees** means each Employee who is a member of the Defined Benefits Fund on the Transfer Day;

**Defined Benefits Fund** means the 'City of Launceston Employees' Superannuation Fund (1963)';

**Defined Benefits Letter Agreement** means the agreement between the Transferor, the Transfer Recipient and Spirit Super in a form that is reasonably satisfactory to the Transfer Recipient and the Transferor;



**Defined Benefits Participation Deed** means the participation deed between the Transfer Recipient and Spirit Super in a form that is reasonably satisfactory to the Transfer Recipient and the Transferor;

**Disclosing Party** means the party to whom Information belongs or relates;

**Disclosure Material** means the following:

- (a) the letter from the Transferor to the Transfer Recipient which is referred to or set out in Schedule 7; and
- (b) the written Information contained in the data room established by the Transfer Recipient on ShieldDocs as at 5 October 2023 (provided however that the Information must have been listed in the index of documents downloaded on 5 October 2023);

**Employee Entitlements** means all unpaid amounts and benefits to which each Employee is entitled by Law or under an award, enterprise agreement, industrial instrument or other agreement or arrangement, in respect of salaries, wages, PAYG, rostered days off (RDOs), time off in lieu (TOIL), allowances, commission, bonuses, redundancy payments, moneys due as a result of termination of employment and any other rights and benefits accrued or arising in respect of each Employee for the period of their service in the Business with the Transferor, but excludes any Leave Entitlement;

**Employees** means all the persons employed by the Transferor in the conduct of the Business (a list of employees as at the Deed Date is set out in Schedule 2);

**Encumbrance** means:

- (a) any:
  - (i) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
  - (ii) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);
- (b) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (c) a PPSA Security Interest; or
- (d) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs (a), (b) or (c);

**Environment** means components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism; and
- (d) human-made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (d) above;

**Environmental Law** means a Law (including a determination of any Government Agency) relating to the Environment, including in relation to land use, planning, pollution of air or water, soil or ground water, contamination, chemicals, waste, use of dangerous goods or to any other aspect of protection of the Environment, person or property;

**Excluded Assets** means:

- (a) cash at bank, on hand or on deposit as at the Transfer Day;
- (b) proceeds of legal proceedings and insurance claims that are after the Transfer Day commenced by the Transferor in respect of a matter arising prior to the Transfer Day, or are in progress or made as at the Transfer Day;
- (c) the Non-Transferring Contracts; and
- (d) the Excluded Records;

**Excluded Records** means those Records which:

- (a) do not relate to the Business; or
- (b) the Transferor must retain by Law;

**Financial Year** means a 12 month period ending on 30 June;

**Food Act** means the *Food Act 2003 (Tas)*;

**Food Business Registration** means the registration of a food business by a council pursuant to the Food Act;

**Gazette** means the Tasmanian Government Gazette (including Special and Periodical Gazettes) containing the formal public notices that are required by Law to be published in the Gazette and which is located at the address <https://www.gazette.tas.gov.au/>;

**Goodwill** means the goodwill of the Business arising from the conduct of the Business by the Transferor before the Transfer, including the Transfer Recipient's right to represent itself on and from Transfer as carrying on the Business as the successor to the Transferor;

**Government Agency** means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

**GST** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

**Indemnity Claim** means a Claim under the indemnity in clause 21.3;

**Information** means any information, whether oral, graphic, electronic, written or in any other form, including:

- (a) forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research and development information, know how, designs, plans, photographs, microfiche, business records,



notes, accounting procedures or financial information, sales and marketing information, names and details of customers, suppliers and agents, employee details, reports, drawings and data;

- (b) copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered; and
- (c) samples or specimens (if any) disclosed either before or after execution of this Deed;

**Initial Accounts** means the special purpose management accounts prepared by the Transferor pursuant to clause 18 which show:

- (a) the balance sheet of the Business as at the Initial Accounts Date; and
- (b) the income statement of the Business for the relevant Financial Year ending on the Initial Accounts Date;

**Initial Accounts Date** means 30 June 2024;

**Intellectual Property Rights** means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, inventions, designs, copyright, trade marks, brand names, product names, domain names, rights in circuit layouts, know how, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals and extensions of these rights;

**Land** means the land marked as Lot 1 in the plan of subdivision survey prepared in respect of the land contained in Folio of the Reference Volume 180240 Folio 2 dated 2 July 2024 as set out in Annexure 5 (subject to minor amendments to Annexure 5 that are agreed between the parties in writing);

**Land Registry** means the Tasmanian Land Titles Office;

**Land Use Act** means the *Land Use Planning and Approvals Act 1993* (Tas);

**Law** means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law;

**Leave Adjustment** means an amount equal to the aggregate of the following:

- (a) 100% of all amounts accrued but unpaid at the Calculation Time to each Transferring Employee for annual leave (including loadings);
- (b) 50% of all amounts accrued but unpaid at the Calculation Time to each Transferring Employee for personal or carer's leave; and
- (c) 100% of all amounts accrued but unpaid at the Calculation Time to each Transferring Employee for long service leave, calculated:
  - (i) on the assumption that the Transferring Employee will attain 7 years continuous service;
  - (ii) on the basis of the Transferring Employee's salary or wage and other relevant benefits to which the Transferring Employee is entitled on the Transfer Day; and
  - (iii) otherwise in accordance with the Accounting Standards;

**Leave Entitlement** means an Employee's entitlement due by Law or under any award, enterprise agreement, industrial instrument or other agreement or arrangement, for long service leave, personal leave (including sick leave) or annual leave or both which has accrued in respect of the period of their service in the Business with the Transferor but which has not been taken and remains unpaid;

**Liability** includes all liabilities, losses, damages, costs, interest, fees, penalties, fines, assessments, forfeiture and expenses of whatever description (whether actual or contingent);

**Liquor Act** means the *Liquor Licensing Act 1990 (Tas)*;

**Liquor Licence** means liquor licence number 56981 issued to Robert Dominic Groenewegen pursuant to the Liquor Act with respect to the Stadium;

**Material Contracts** means the contracts specified in Item 1 of Schedule 4;

**Minister** means the Tasmanian Minister for Sports and Events, which is currently Nicholas John Henry Duigan MLC;

**Motor Vehicles** means all the motor vehicles owned and used by the Transferor in connection with the Business as set out in Schedule 5;

**New Contract** has the meaning given by clause 15.2(a);

**Non-Transferring Contract** has means a Contract which has been replaced by a New Contract in accordance with clause 15.4;

**Permitted Encumbrances** means the Encumbrances listed in Item 11(a)(i) of Schedule 6;

**Permits** means all the permits, licences, consents, planning permissions, certificates or authorisations issued by a Government Agency and:

- (a) in force as at the Deed Date:

- (i) held by the Transferor or for which the Transferor has applied; and
  - (ii) that are necessary or desirable to own or use any of the Assets, employ the Employees or carry on the Business; or
- (b) that the Transferor would be required to hold if it was not the authority responsible for administering such Permits as set out in Schedule 3,

as specified in Schedule 3;

**Personal Information** means:

- (a) information or an opinion (including information or an opinion forming part of a database) collected, used, disclosed and otherwise handled in the course of or in connection with the Business, whether true or not and whether recorded in a material form or not, about an identified individual or an individual who is reasonably identifiable; and
- (b) includes "sensitive information" as that term is defined in the Privacy Act; and
- (c) includes, without limitation, anything defined as personal information in the Privacy Laws where that personal information is collected, used, disclosed and otherwise handled in the course of or in connection with the Business;

**Place of Assembly Licence** means a valid, current, standing 12 month place of assembly licence granted to the Transfer Recipient with respect to the Stadium pursuant to the Public Health Act;

**Plant and Equipment** means all of the plant, equipment (including computer equipment), machinery, furniture, fixtures and fittings owned or used by the Transferor in connection with the Business as set out in Annexure 1 (which includes each of the Motor Vehicles) or as agreed between the parties in writing;

**PPSA** means the *Personal Property Securities Act 2009 (Cth)*;

**PPSA Security Interest** means a security interest as defined in the PPSA;

**Prepayments** means all periodic or recurring outgoings and expenses in respect of or relating to the Assets and the Business that are being transferred to the Transfer Recipient under this Deed including rent, rates, electricity, gas, telephone, lease payments, hiring charges and other similar amounts paid by the Transferor as at the Calculation Time but only to the extent they relate to the period on or after the Calculation Time;

**Prescribed Rate** means 10%;

**Privacy Act** means the *Privacy Act 1988 (Cth)* and for the avoidance of doubt includes the Australian Privacy Principles contained in Schedule 1 of that Act;

**Privacy Laws** means any applicable law, statute, regulation, ordinance, code, standard or requirement of any government, governmental or semi-governmental body which relates to privacy, and includes the Privacy Act and the *Spam Act 2003 (Cth)*;

**Public Health Act** means the *Public Health Act 1997 (Tas)*;

**Receiving Party** means the party to whom Information is disclosed or who possesses or otherwise acquires Information belonging or relating to a Disclosing Party;

**Records** means the originals and copies, in machine readable, electronic, printed or any other readable form, of all books, files, reports, records, accounts, registers, correspondence, documents and other material relating to or used in connection with the Assets or the Business, including:

- (a) sales literature, market research reports, brochures and other promotional material (including printing blocks, negatives, soundtracks and associated materials);
- (b) sales and purchasing records;
- (c) lists of all clients, suppliers and customers;
- (d) financial records and accounts including ledgers, journals and books of account;
- (e) trading records;
- (f) records of wages, employment benefits and other payroll and personnel information concerning the Transferring Employees;
- (g) records of and relating to the following:
  - (i) the Transferring Contracts; and
  - (ii) the Contracts which are replaced by New Contracts;
- (h) stationery; and
- (i) all other data, however recorded, owned or used by the Transferor and relating to the Assets or the Business;

**Regulatory Authority** has the meaning given in clause 23(b);

**Related Entity** means:

- (a) a 'related entity' as defined in the Corporations Act; and
- (b) in respect of the Transferor, each Councillor;

**Relevant Revenue** means the periodic or recurring revenue, trade debts, receivables and income owing to the Transferor for a period in connection with the Assets and the Business (including rental income, licences fees or payments from third parties under Transferring Contracts);

**Representative** of a party means that party's directors, officers, employees, agents, contractors and sub-contractors;

**Section 71 Agreement** means the agreement to be entered into between the University, the Transfer Recipient and the Transferor under section 71 of the Land Use Act for the provision of certain shared services on the Land and adjoining land;

**Specified Asset** means the assets set out in Annexure 6;

**Specified Person** means the following:

- (a) each member of the Executive Leadership Team of the Transferor as follows:

- (i) Sam Johnson, Chief Executive Officer;
  - (ii) Chelsea van Riet, Acting General Manager Infrastructure & Assets;
  - (iii) Michael Newby, Chief Infrastructure Officer; and
  - (iv) Nathan Williams, Acting General Manager Organisational Services;
- (b) Justin Dale, Manager Business Enterprises, Community and Place; and
- (c) Robert Groenewegen, Business Leader Inveresk Precinct;

**Spirit Super** means Motor Trades Association of Australia Superannuation Fund Pty Limited ACN 008 650 628 as trustee for Spirit Super ABN 74 559 365 913;

**Stadium** means University of Tasmania Stadium, Launceston otherwise known as York Park located at 2 Invermay Rd, Invermay TAS 7248;

**Stadium Redevelopment** means the proposed expansion and redevelopment of the Stadium announced by the Department of State Growth through Infrastructure Tasmania in relation to which the Australian Government and Tasmanian Government have committed \$130 million funding;

**Stadiums Tasmania Act** means the *Stadiums Tasmania Act 2022 (Tas)*;

**Stamp Duty** means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount in respect of the above but excludes any goods and services tax;

**Sunset Date** means 12 months from the Deed Date or any other date agreed by the Transferor and the Transfer Recipient in writing;

**Tax, Taxes or Taxation** means all forms of present and future taxes, excise, stamp or other duties, imposts, deductions, charges, withholdings, rates, levies or other governmental impositions imposed, assessed or charged by any Government Agency, together with all interest, penalties, fines, expenses and other additional statutory charges relating to any of them, imposed or withheld by a Government Agency;

**Tax Claim** means any assessment, notice or demand or any other document issued or action taken by or on behalf of any Government Agency in respect of Tax;

**Tax Law** means any Law relating to Tax;

**Tax Warranty** means the Transferor's Warranties set out in items 8 (Taxation), 9 (GST) and 20 (Superannuation) of Schedule 6;

**Third Party** means a person who is not a party to this Deed;

**Third Party Claim** means a Claim made or threatened by a Third Party against the Transfer Recipient or the Transferor;

**Title Warranty** means the Transferor's Warranties set out in items 1 (The Transferor) and 2 (The Transferor's authority to transfer) of Schedule 6;

**Transfer** means the transfer of the Assets and the Transferring Employees from the Transferor to the Transfer Recipient in accordance with the Transfer Notice;



**Transfer Accounts** means the special purpose management accounts prepared by the Transferor pursuant to clause 18 which show:

- (a) the balance sheet of the Business as at the Transfer Accounts Date; and
- (b) the income statement of the Business for the period commencing on the Initial Accounts Date and ending on the Transfer Accounts Date;

**Transfer Accounts Date** means the day immediately before the Transfer Day;

**Transfer Day** means the date as set out in the Transfer Notice and on which the Transfer Notice takes effect in accordance with section 23D(8) of the Stadiums Tasmania Act;

**Transfer Notice** means a notice published by the Minister in the Gazette under which:

- (a) the Assets are transferred from the Transferor to the Transfer Recipient under section 23D of the Stadiums Tasmania Act; and
- (b) all of the Transferring Employees are transferred from the Transferor to the Transfer Recipient under section 23A of the Stadiums Tasmania Act,

in substantially the same form as set out in Annexure 2 subject to any amendments required by the Minister (provided that such amendments must be approved by the parties acting reasonably);

**Transfer Payment** means the sum of \$1.00, and taking into account any adjustments required under this Deed;

**Transferor's Material Adverse Change** means an event, circumstance, disclosure or effect occurring after the Deed Date, which, in the opinion of the Transfer Recipient, results in or is likely to result in a material adverse impact on the Assets or the Business, or the financial or trading position of the Transferor with respect to the Assets or the Business;

**Transferor's Warranties** means the warranties contained in Schedule 6;

**Transferring Contract** has the meaning given in clause 15.2(b);

**Transferring Employee** means an Employee who before Transfer agrees in writing to the transfer of their employment in response to the Transfer Recipient's offer of employment referred to in clause 17.2;

**Transitional Services** means the transitional services set out in Schedule 8 which the Transferor will provide to the Transfer Recipient after Transfer;

**University** means the University of Tasmania ABN 30 764 374 782; and

**Warranty Claim** means any Claim by the Transfer Recipient (or any person making a Claim through or on behalf of the Transfer Recipient) against the Transferor for breach of any of the Transferor's Warranties.

## 1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;

- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of this Deed;
- (d) other grammatical forms of a defined word or expression have a corresponding meaning;
- (e) a reference to a document is to that document as amended, novated, supplemented, extended or restated from time to time;
- (f) a reference to a party is to a party to this Deed and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;
- (g) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (h) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;
- (i) "month" means calendar month and "year" means 12 consecutive months;
- (j) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (k) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;
- (l) money amounts are stated in Australian currency unless otherwise specified;
- (m) a reference to a time of day is to that time in Launceston, Tasmania;
- (n) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body;
- (o) any provision in this Deed which is in favour of more than one person benefits all of them jointly and each of them severally; and
- (p) any provision in this Deed which binds more than one person binds all of them jointly and each of them severally.

## 2. Consent Deed

### 2.1 Transferor's consent

On and subject to the terms of this Deed, the Transferor consents to the Transfer of the Assets to the Transfer Recipient in accordance with, and for the purposes of, section 23D of the Stadiums Tasmania Act and for all other purposes.

## 2.2 Transfer of Assets

- (a) The parties have entered into this Deed to set out the terms and conditions that apply to the Transfer and that will bind the Parties if the Minister, in the Minister's absolute discretion, issues a Transfer Notice with respect to the Transfer.
- (b) For the avoidance of doubt:
  - (i) no provision of this Deed sells, transfers, disposes or otherwise conveys any of the Assets or the Transferring Employees (or is intended to do so); and
  - (ii) the Transfer shall be taken to occur entirely and exclusively pursuant to the Transfer Notice and subject to the Stadiums Tasmania Act.

## 2.3 Approval of Minister

To the extent that this Deed is considered by the Minister to be a transfer agreement to which section 23E of the Stadiums Tasmania Act applies, then:

- (a) the Transfer Recipient must use its best endeavours to procure the Minister's approval of this Deed for the purposes of section 23E(2) of the Stadiums Tasmania Act; and
- (b) any provision of this Deed that transfers any Asset or Transferring Employee is of no effect until such approval has been given by the Minister.

## 3. Consent Letter

The parties must issue the Consent Letter to the Minister within two (2) Business Days of the Conditions Satisfaction Date.

## 4. Conditions precedent

### 4.1 Conditions precedent to issuing Consent Letter

The parties must not issue the Consent Letter to the Minister unless and until each of the Conditions set out in Schedule 1 is fulfilled, or waived under clause 4.3 (**Conditions Satisfaction Date**).

### 4.2 Duties in relation to Conditions

- (a) Each party must use its best endeavours to ensure that the Conditions referred to in clause 4.1 are fulfilled or waived on or before the Sunset Date.
- (b) Each party must:
  - (i) supply each other party with copies of all applications made and documents supplied for the purpose of fulfilling any Condition;
  - (ii) not take any action that would, or would be likely to, prevent or hinder the fulfilment of any Condition; and
  - (iii) within 2 Business Days of a party becoming aware that a Condition has been fulfilled, notify the other party in writing of that fact.

- (c) Nothing in this clause 4 requires a party to waive a Condition under clause 4.3 or accept unreasonable conditions or requirements imposed by Third Parties to satisfy any Condition.

#### **4.3 Fulfilment by waiver**

A Condition may be waived only:

- (a) where the Condition is expressed to be for the benefit of a particular party, if that party gives notice of waiver of the Condition to the other party; or
- (b) otherwise, if the Transferor and the Transfer Recipient agree in writing to waive the Condition,

but only to the extent set out in the waiver.

#### **4.4 Failure of Condition**

Either the Transfer Recipient or the Transferor may, if not otherwise in breach of this Deed, terminate this Deed by giving notice to the other party at any time before Transfer if:

- (a) a Condition is not fulfilled or waived under clause 4.3 before 5.00 pm on the Sunset Date; or
- (b) a Condition having been fulfilled, that Condition does not remain fulfilled in all respects at all times until Transfer.

### **5. Payment in respect of Assets**

#### **5.1 Transfer Payment**

- (a) On the Transfer Day, the Transfer Recipient must pay the Transfer Payment to the Transferor, subject to any adjustments to the Transfer Payment under this Deed.
- (b) To the extent that the adjustments to the Transfer Payment result in the Transferor owing an amount to the Transfer Recipient, then on the Transfer Day, the Transferor must pay such amount to the Transfer Recipient.

#### **5.2 Manner of payment**

All payments of any nature to the Transferor or the Transfer Recipient under this Deed must be made to the Transferor or the Transfer Recipient by electronic transfer to an account or accounts nominated by the Transferor or Transfer Recipient (as applicable) or otherwise in cleared funds without set-off or counterclaim.

### **6. Rights and obligations of the parties pending the Transfer Day**

#### **6.1 Access by Transfer Recipient and Representatives**

In the period between the Deed Date and the Transfer Day, the Transferor must:

- (a) on reasonable notice, allow the Transfer Recipient and its authorised Representatives to have reasonable access during normal business hours to the Assets, including the Records other than the Excluded Records, provided that such access does not, in the reasonable opinion of the Transferor:

- (i) interfere with or disrupt the conduct of the Business;
  - (ii) breach any obligations of the Transferor, including obligations of confidentiality owed by the Transferor to any Third Party or obligations under any Law; or
  - (iii) damage or compromise the protection of privilege (including professional privilege) attaching to any of the Records;
- (b) provide all assistance and facilities as the Transfer Recipient reasonably requires, provided that such provision does not unreasonably interfere with or disrupt the conduct of the Business;
  - (c) allow the Transfer Recipient and its authorised Representatives to make copies of material examined; and
  - (d) allow the Transfer Recipient and its authorised Representatives to consult with the Transferor's accountant and, subject to the prior consent of the Transferor (which consent must not be unreasonably withheld), the Employees.

## **6.2 Confidentiality**

Clause 28 applies to any Confidential Information obtained by the Transfer Recipient or any other person authorised by it under clause 6.1.

## **6.3 Notice to sponsors, suppliers and other Third Parties**

On the Transfer Day, the Transferor and the Transfer Recipient must, at the Transfer Recipient's cost, jointly issue a letter, in a form agreed by the Transferor and the Transfer Recipient, to those sponsors and suppliers of the Business and other Third Parties required by the Transfer Recipient, under which the Transferor and the Transfer Recipient jointly advise the relevant sponsor, supplier or Third Party of the transfer of the Assets and the Business.

## **6.4 Limits on Transfer Recipient**

Before the Transfer Day, the Transfer Recipient must not do anything on behalf of the Transferor without the Transferor's prior written consent.

## **6.5 Continuity of business**

Before the Transfer Day, the Transferor must use reasonable endeavours to ensure that the Business is conducted in accordance with normal and prudent practice (having regard to the nature of the Business and past practice and so as to comply with all applicable Laws), in a manner comparable to that in which it was conducted during the 12 month period before the Deed Date, and in particular must:

- (a) use its reasonable endeavours to maintain the value of the Business;
- (b) maintain all usual relationships with present and potential sponsors, patrons, suppliers, licensors, licensees, Employees and other Third Parties;
- (c) except in the ordinary course of Business, not hire or terminate the employment of any Employee or alter the terms or conditions of employment of any Employee,



other than a termination resulting from the Employee's misconduct, as required by Law or with the Transfer Recipient's prior written approval;

- (d) other than in the ordinary and proper course of carrying on the Business, consult the Transfer Recipient in relation to all invitations and offers to purchase or supply goods or services by existing or potential sponsors or suppliers of the Business and seek the prior written approval of the Transfer Recipient as to what action should be taken by the Transferor in relation to those invitations and offers;
- (e) enter into, vary or terminate contracts, arrangements or understandings only in the ordinary and proper course of carrying on the Business;
- (f) incur any material liabilities relating to the Assets or the Business only in the ordinary and proper course of carrying on the Business;
- (g) not dispose of any Assets, other than for full market value or with the prior written consent of the Transfer Recipient;
- (h) progress matters in relation to the Stadium Redevelopment as a reasonable owner of the Stadium would, however, the Transferor must not take any substantive action with respect to the Stadium Redevelopment without the Transfer Recipient's prior written consent;
- (i) protect and maintain the Assets, including, where applicable, registering PPSA Security Interests in accordance with the PPSA;
- (j) use all reasonable endeavours to preserve the Goodwill, maintain the Assets at normal levels and, where it is economical to do so, carry out repairs and maintenance to the Plant and Equipment in accordance with good commercial practice and standards of maintenance and as required under the relevant Contracts;
- (k) consult and seek the written approval of the Transfer Recipient prior to making any decision that is, or is likely to be, material to any of the Assets or the Business; and
- (l) without limitation to paragraphs (a) to (k) above, obtain the Transfer Recipient's prior written consent prior to:
  - (i) entering into any contract, arrangement or understanding that is for a period longer than 6 months; and/or
  - (ii) incurring any Liability or entering into any contract, arrangement or understand for a value greater than \$20,000.

## 6.6 Notice of material changes

- (a) Where before the Transfer Day an event occurs that has, or may have, a material effect on the prospects, operation or value of the Business as currently carried on by the Transferor or the value of the Assets, the Transferor must, as soon as possible on becoming aware of that event, give notice to the Transfer Recipient fully describing the event. Nothing in this clause limits the Transfer Recipient's rights and remedies under clause 25 or otherwise.

- (b) The Transferor must notify the Transfer Recipient in writing of any Claim in relation to the Assets or the Business that is made during the period between the Deed Date and the Transfer Day.

#### **6.7 Asset loss or damage before Transfer**

- (a) Subject to clause 6.7(b), if any Asset, other than a Specified Asset, is lost, stolen, destroyed or damaged (whether by fire or otherwise) (**Damaged Asset**) between the Deed Date and the Transfer Day, the Transferor must repair or replace that Damaged Asset within a reasonable period of time.
- (b) The Transferor and Transfer Recipient may agree that instead of repairing or replacing a Damaged Asset, the Transfer Payment is to be adjusted in favour of the Transfer Recipient by the cost of the replacement or repair of the Damaged Asset.
- (c) If the parties cannot agree on the value of the adjustment in clause 6.7(b) with respect to a Damaged Asset, then the Transferor must comply with clause 6.7(a) with respect to the Damaged Asset.

#### **6.8 Insurance**

- (a) Until the Transfer Day, the Transferor must take out (if it has not already done so) and maintain insurance of the Assets and the Business covering such risks and for such amounts (as exceeds \$50,000.00 for any one claim) as would be maintained in accordance with prudent business practices.
- (b) If requested by the Transfer Recipient at any time before the Transfer Day, the Transferor must promptly provide the Transfer Recipient with evidence of the insurances effected under clause 6.8(a).

### **7. Income, expenses, profits and losses**

All income, expenses, profits, losses, rights and benefits of the Assets and the Business:

- (a) in respect of the period before the Transfer, belong to, and are the responsibility of, the Transferor; and
- (b) in respect of the period on and from the Transfer, belong to, and are the responsibility of, the Transfer Recipient.

### **8. Liabilities**

#### **8.1 Liabilities up to Transfer Day**

The Transferor is solely responsible for and indemnifies the Transfer Recipient in respect of all Liabilities arising before, on or after the Transfer Day from any event or circumstance occurring before the Transfer Day in connection with any of the Assets or the Business except to the extent that the Transfer Recipient has caused or contributed to such Liability.

#### **8.2 Liabilities after Transfer Day**

The Transfer Recipient is solely responsible for and indemnifies the Transferor in respect of all the Liabilities arising on or after the Transfer Day in connection with the Assets and the Business from any event or circumstance occurring on or after the Transfer Day except to the extent that the Transferor has caused or contributed to such Liability.

## 9. Adjustments to Transfer Payment

### 9.1 Transferor to provide statement

- (a) On the day before the Transfer Day, the Transferor must provide to the Transfer Recipient a written statement setting out:
  - (i) the amount of all Accruals and Prepayments;
  - (ii) the amount of the Accrued Revenue and the Advance Revenue;
  - (iii) any amount to be paid by either the Transfer Recipient or the Transferor to the other of them under clause 9.2.
- (b) The Transferor must give the Transfer Recipient and its authorised Representatives reasonable access to the Records other than the Excluded Records in order to verify the details in the statement.

### 9.2 Difference between Accruals and Advance Revenue, and Prepayments and Accrued Revenue

If:

- (a) the sum of Prepayments and Accrued Revenue exceeds the sum of Accruals and Advance Revenue, the Transfer Recipient must pay an amount equal to the difference to the Transferor; or
- (b) the sum of Accruals and Advance Revenue exceeds the sum of Prepayments and Accrued Revenue, the Transferor must pay an amount equal to the difference to the Transfer Recipient,

in accordance with clause 10.2, as an adjustment to the Transfer Payment.

### 9.3 Treatment of Accruals

Despite clause 8.1, if the Transfer Payment has been adjusted in accordance with clause 9.2 to account for Accruals, if required by the Transferor, the Transfer Recipient must pay the amount of each respective Accrual to the Third Party entitled to that amount as soon as reasonably practicable after Transfer.

### 9.4 Relevant Revenue

The Transfer Recipient acknowledges and agrees that any Relevant Revenue owing to the Transferor in connection with the Business as set out in the books of the Business as at the Calculation Time, remains the sole property of the Transferor and the Transfer Recipient will have no rights, title or interest with respect to such Relevant Revenue (except as adjusted under this Deed).

## 10. Final payment

### 10.1 Final payment certificate

On or before the Transfer Day, the Transferor must prepare and deliver to the Transfer Recipient a final payment certificate (**Final Payment Certificate**) setting out the balance

of the Transfer Payment payable or receivable by the Transfer Recipient, after taking into account:

- (a) any payments already made or to be made by the Transfer Recipient on the Transfer Day under this Deed;
- (b) amounts payable by either the Transfer Recipient or the Transferor under clause 9.2; and
- (c) any Leave Adjustment allowed as a deduction to the Transfer Payment in accordance with clause 17.3(d)(iv).

## **10.2 Payment of balance of Transfer Payment**

Subject to clause 10.3, on the Transfer Day, the Transfer Recipient must pay to the Transferor, or the Transferor must pay to the Transfer Recipient (as applicable), the balance of the Transfer Payment set out in the Final Payment Certificate.

## **10.3 Disputes over value of Adjustments**

If the Transfer Recipient, acting in good faith, disagrees with the statement delivered under clause 9.1 or the Final Payment Certificate delivered under clause 10.1, and the parties cannot reach agreement by the Transfer Day, then:

- (a) on the Transfer Day, the Transfer Recipient must pay, or the Transferor must pay to the Transfer Recipient (as applicable), to the Transferor the balance of the Transfer Payment set out in the Final Payment Certificate, but excluding any amount in dispute;
- (b) the Transfer Recipient and the Transferor must use their best endeavours to reach agreement as soon as possible;
- (c) if the Transfer Recipient and the Transferor are unable to reach agreement within 5 Business Days after the Transfer Day, the Transfer Recipient and the Transferor must refer the disagreement to expert determination under clause 30; and
- (d) the Transfer Recipient and the Transferor must, within 5 Business Days after receipt of the expert's determination, account to each other, as appropriate, in accordance with the expert's determination.

## **11. Transfer**

### **11.1 Effective time for Transfer**

The Transfer takes effect on the relevant date specified in the Transfer Notice in accordance with section 23D(8) of the Stadiums Tasmania Act.

### **11.2 Transferor's obligations on the Transfer Day**

Subject to clause 11.4, on the Transfer Day the Transferor must give the Transfer Recipient unencumbered title to and ownership of the Assets and place the Transfer Recipient in effective possession and control of the Assets, and to this end the Transferor must give the Transfer Recipient on or before the Transfer (without limitation):

- (a) without limiting clause 15 (Contracts), the written consent to the Transfer of all necessary persons in a form previously approved by the Transfer Recipient;
- (b) all documents necessary or required:
  - (i) for the Transfer Recipient to notify the relevant responsible authority which administers a Permit of the Transfer of Assets pursuant to the Transfer Notice; or
  - (ii) to allow the Transfer Recipient to apply for the transfer of a relevant Permit;
- (c) the Plant and Equipment , together with any relevant title documents, by delivery at the respective places where they are located;
- (d) any notice of transfer or disposal required to be signed or other documents required to be obtained or lodged by a seller or transferor under the relevant motor vehicle legislation (including any necessary roadworthy certificate) in relation to each Motor Vehicle;
- (e) the original Records or, if the original Records cannot be located or need to be retained by the Transferor, copies of the original Records;
- (f) the originals of all Transferring Contracts or, if the original of the Transferring Contracts cannot be located or need to be retained by the Transferor, copies of the original Transferring Contracts;
- (g) provided that a Defined Benefits Employee accepts the Transfer Recipient's offer of employment provided under clause 17.2, each of the following documents executed by all parties to it:
  - (i) the Defined Benefits Letter Agreement; and
  - (ii) the Defined Benefits Participation Deed;
- (h) all other documents relating to the Assets or the Business that are necessary for the Business to be carried on;
- (i) all documents necessary to discharge any Encumbrance in respect of any Asset, including a signed deed of release, releasing the Assets from any PPSA Security Interest in a form reasonably acceptable to the Transfer Recipient, or proof of the discharge of all Encumbrances in respect of any Asset;
- (j) all documents necessary to record the changes of ownership of any of the Assets at each place the relevant Asset is registered or recorded; and
- (k) all other documents required by this Deed to be delivered by the Transferor to the Transfer Recipient on the Transfer Day, or which are reasonably required by the Transfer Recipient to vest full ownership, title, possession and benefit of the Assets in the Transfer Recipient and to enable the Transfer Recipient to conduct the Business in the same manner as the Transferor conducted it before the Transfer.

For the purposes of clause 11.2(e), to the extent that a Record contains commercially sensitive, confidential information or Personal Information that does not relate to the Assets or the Business, the Transferor may:



- (a) retain the original of such Record and only provide a copy to the Transfer Recipient; and
- (b) redact such commercially sensitive, confidential information or Personal Information that does not relate to the Assets or the Business.

### **11.3 Transfer Recipient's obligations on the Transfer Day**

On the Transfer Day, the Transfer Recipient must:

- (a) subject to clause 5.1(b), pay the Transfer Payment, or that part of the Transfer Payment as is required to be paid on the Transfer Day to the Transferor in accordance with clause 5.1, increased or decreased by all allowances and payments required by this Deed to be made to or by the Transfer Recipient on the Transfer Day;
- (b) accept the Transfer of each of the Transferring Contracts;
- (c) take possession of the Plant and Equipment;
- (d) at its cost, prepare and lodge any notice of transfer or acquisition or other documents required to be lodged by a buyer or transferee under the relevant motor vehicle legislation;
- (e) accept all the documents and other items specified in clause 11.2 which the Transferor gives the Transfer Recipient under that clause; and
- (f) do all other acts and execute all other documents that this Deed requires the Transfer Recipient to do or execute on the Transfer Day.

### **11.4 Delayed delivery of Transfer items**

To the extent that the Transferor has not complied with one or more of the requirements referred to in clause 11.2, the Transferor must comply with those requirements as soon as reasonably possible after Transfer Day and the Transferor must indemnify the Transfer Recipient against any Claim or Liability that the Transfer Recipient (acting reasonably) pays, suffers, incurs or is liable for as a result of those requirements not being complied with on or before the Transfer.

## **12. Intentionally deleted**

## **13. Rights and obligations after the Transfer Day**

### **13.1 Transferor assistance following Transfer**

For 90 Business Days after the Transfer Day, if the Transfer Recipient gives the Transferor notice (**Assistance Notice**) to that effect, the Transferor must at its own expense:

- (a) provide the Transfer Recipient with any information in the possession or control of the Transferor concerning the matters (if any) relating to the Assets or the Business or its conduct specified in the Assistance Notice; and
- (b) if so requested in the Assistance Notice, attend the Land to provide reasonable assistance to the Transfer Recipient to gain knowledge concerning the Business

and its conduct at the times specified in the Assistance Notice (being times not earlier than 2 Business Days after receipt of the Assistance Notice).

### 13.2 Transferor's Records

The Transferor may retain after the Transfer the Excluded Records and copies of any other Records necessary for it to comply with any applicable Law (including Tax Law) and to prepare Tax and other returns required of it by Law.

### 13.3 Post Transfer notices

The Transferor and the Transfer Recipient must immediately give to the other all payments, notices, correspondence, information or enquiries relating to the Assets or the Business which it receives after the Transfer and which belongs to the other of them.

### 13.4 Transitional Services

- (a) From Transfer, the Transferor must provide the Transitional Services under, and in accordance with, the arrangements specified in Schedule 8.
- (b) The Transferor may elect to cease providing any Transitional Service to the Transfer Recipient on not less than 1 months' prior written notice provided that the cessation of such Transitional Service may not occur before the relevant earliest cessation date specified in Schedule 8 or as otherwise mutually agreed between the parties.
- (c) The Transferor and the Transfer Recipient must each act in good faith towards the other and co-operate with the other in the provision of the Transitional Services, including the transition and transfer of such underlying services to the Transfer Recipient.
- (d) If the Transferor continues to provide any Transitional Services after the first 6 month following the Transfer Day, the Transfer Recipient must pay the Transferor's reasonable costs (including overheads and employee expenses) of providing the Transitional Services in accordance with the Transferor's payment terms.

## 14. Section 71 Agreement

- (a) The parties acknowledge that the Transferor and the University have an existing agreement entered into pursuant to section 71 of the Land Use Act which provides for the provision of shared services over the Land and adjacent lands owned by the Transferor and the University (**Shared Services**).
- (b) The Transferor and Transfer Recipient must use best endeavours to negotiate and finalise the Section 71 Agreement which includes an apportionment of costs for the Shared Services between the Transferor, the Transfer Recipient and the University, including by procuring the consent and agreement of the University as required.
- (c) As soon as practicable following Transfer, the parties must do all things reasonably necessary to cancel the existing section 71 agreement (by registration of a Notification of Ending a Registered Agreement) and register the Section 71 Agreement in accordance with section 78 of the Land Use Act.

## 15. Contracts

### 15.1 Acknowledgement

The parties acknowledge and agree that, subject to this clause 15, all rights and benefits under the Contracts will Transfer from the Transferor to the Transfer Recipient on the Transfer Day pursuant to the Transfer Notice.

### 15.2 Transfer Recipient's election

- (a) With respect to each Contract, the Transfer Recipient may by written notice to the Transferor elect to enter into a new contract with the relevant Third Party to that Contract for the same subject matter as the existing Contract (**New Contract**).
- (b) If the Transfer Recipient does not, 30 days prior to the date the Consent Letter is issued, make an election under clause 15.2(a) with respect to a Contract, that Contract is a **Transferring Contract**.
- (c) If the Transfer Recipient has elected pursuant to clause 15.2(a) to enter into a New Contract for a particular Contract:
  - (i) the provisions of this Agreement which apply to Transferring Contracts will apply to such Contract until a New Contract has been executed by all required parties to that New Contract; and
  - (ii) to the extent that all of the required parties have not executed a New Contract for that particular Contract by the date on which the Consent Letter is issued to the Minister, that Contract is deemed to be a Transferring Contract for the purposes of this Agreement.

### 15.3 Transferring Contracts - Transferor to obtain consent

The Transferor must use its reasonable endeavours to obtain, by the Transfer Day, all necessary consents to the Transfer of the benefit of the Transferring Contracts to the Transfer Recipient pursuant to the Transfer Notice with effect on and from the Transfer Day, although nothing in this clause 15.3 requires the Transferor to accept unreasonable conditions or requirements imposed by Third Parties to satisfy its obligations under this clause 15.3.

### 15.4 New Contracts

- (a) If the Transfer Recipient has elected to enter into a New Contract pursuant to clause 15.2(a) for a particular Contract, the Transfer Recipient must use its best endeavours to procure that the Third Party to that Contract enters into the New Contract on terms reasonably acceptable to the Transfer Recipient and subject to clause 15.4(b).
- (b) Any New Contract entered into by the Transfer Recipient and the relevant Third Party must contain (whether in that New Contract or in a separate document):
  - (i) a termination of the relevant Contract; and
  - (ii) a release by the Third Party in favour of the Transferor from any Claim that the Third Party has against the Transferor as a result of the termination of the relevant Contract, in a form reasonably acceptable to the Transferor.

- (c) Nothing in this clause requires the Transferor or the Transfer Recipient to accept unreasonable conditions or requirements imposed by Third Parties to satisfy their obligations under this clause 15.4. The parties acknowledge and agree that the requirements in clause 15.4(b) are not unreasonable for the purposes of this clause 15.4(c).
- (d) If:
  - (i) clause 15.4(a) applies to a particular Contract: and
  - (ii) on the date that is 28 days before the date on which the parties reasonably expect to deliver the Consent Letter to the Minister (or such other date agreed between the parties in writing), the Transfer Recipient has not entered into a binding agreement for a New Contract to come into effect for that particular Contract,then the Transfer Recipient must give written notice to the Transferor of the details of each such Contract, to allow the Transferor to comply with clause 15.3.
- (e) To the extent that a New Contract is entered into by the relevant parties for a particular Contract:
  - (i) that Contract is deemed to be a **Non-Transferring Contract**;
  - (ii) the Transferor is not required to comply with clause 15.3 with respect to such Non-Transferring Contract; and
  - (iii) the parties must procure the deletion of that Non-Transferring Contract from the proposed Transfer Notice enclosed with the Consent Letter.

#### 15.5 Further documentation

- (a) If:
  - (i) where a Third Party's consent is required for the Transfer of the benefit of a Transferring Contract, that Third Party; or
  - (ii) the Transfer Recipient,requests that the Transferor or the Transfer Recipient (or both) enter into further documentation to facilitate the Transfer or which records the conditions pursuant to which the benefit of the Transferring Contract transfers from the Transferor to the Transfer Recipient, then the parties must use their best endeavours to ensure that such document is executed prior to the Transfer Day.
- (b) Nothing in this clause requires the Transfer Recipient or the Transferor to accept unreasonable conditions or requirements imposed by Third Parties to satisfy their obligations under this clause 15.5.

#### 15.6 Transfer Recipient's obligations after Transfer

The Transfer Recipient:

- (a) must assume, perform and observe the covenants and obligations of the Transferor under each Transferring Contract on and from the Transfer; and

- (b) indemnifies, and must keep indemnified, the Transferor against any Liabilities and Claims arising as a result of any breach of, default under or issue relating to the terms of any Transferring Contract on or after the Transfer.

#### **15.7 Transferor indemnifies Transfer Recipient**

The Transferor indemnifies, and must keep indemnified, the Transfer Recipient against all Liabilities incurred by the Transfer Recipient as a result of any breach of, default under or issue relating to any Contract occurring before the Transfer.

#### **15.8 Notification of Transfer**

- (a) If a consent from a Third Party is not required under a Transferring Contract for the Transfer of that Transferring Contract, then on or before the Transfer, the Transferor must notify the Third Party of the proposed Transfer and the requirements set out above in clause 15.3 do not apply.
- (b) If required or agreed by the Transfer Recipient, the notification under clause 15.8(a) may be effected by way of letter sent to the relevant Third Party under clause 6.3.

#### **15.9 Form of communication**

Without limiting clause 6, any request for consent, notification of Transfer or other communication to a Third Party to a Contract must not be made or given by the Transferor without the prior written approval of the Transfer Recipient (such approval not to be unreasonably withheld or delayed).

#### **15.10 Consent unavailable**

Without limiting the Transfer Recipient's other right and remedies, if by Transfer:

- (a) the Transferor cannot obtain a necessary consent to the Transfer of a Transferring Contract from the Transferor to the Transfer Recipient; or
- (b) a Transferring Contract is not included in the Transfer Notice (except for Non-Transferring Contracts),

then on and from Transfer and until the date that the relevant Transferring Contract is transferred or otherwise assigned from the Transferor to the Transfer Recipient and to the fullest extent permitted by the terms of the relevant Transferring Contract:

- (c) the Transferor must hold the benefit of the Transferring Contract on trust for the Transfer Recipient;
- (d) at the Transfer Recipient's expense, the Transfer Recipient must perform the Transferring Contract on behalf of the Transferor and in accordance with the terms of the Transferring Contract (including payment on time of any amounts due under the Transferring Contract);
- (e) at the Transfer Recipient's expense, the Transferor must enforce the Transferring Contract against the other party or parties to the Transferring Contract as directed by the Transfer Recipient;

- (f) the Transferor must not agree to amend the Transferring Contract and must not waive any rights under the Transferring Contract, without the Transfer Recipient's prior written approval;
- (g) the Transferor must delegate management of the Transferring Contract to the Transfer Recipient to the extent that it is possible to do so;
- (h) where applicable, the Transferor must immediately account to the Transfer Recipient for all money received by the Transferor for goods or services supplied in performing the Transferring Contract after Transfer;
- (i) where relevant, the Transferor must continue to pursue the relevant consents referred to in clause 15.3 and must use reasonable endeavours to ensure those consents are obtained as soon as possible after Transfer; and
- (j) the Transfer Recipient must indemnify and must keep indemnified, the Transferor from and against any Claim or Liability that the Transferor pays, suffers, incurs or is liable for in relation to any acts by the Transfer Recipient in relation to the Transferring Contract except where:
  - (i) the Transfer Recipient acts in accordance with the instructions of the Transferor; or
  - (ii) such Claim or Liability results from any act or omission of the Transferor.

#### **15.11 Disclosure of Confidential Information**

- (a) Subject to clause 15.9, the Transferor may disclose Confidential Information to any party to a Contract (**Contract Party**) but only for the purpose of securing, and only to the extent necessary to secure, the consent of that Contract Party for the purposes of this clause 15 or otherwise to comply with the Transferor's obligations to the Contract Party.
- (b) The provisions of clause 28 apply to any disclosure of Confidential Information under clause 15.11(a) as if the Contract Party were a Recipient (as defined in clause 28.3), except that the parties are only obliged to comply with clause 28.3(a) in relation to that disclosure.

#### **16. Permits**

- (a) Both before and after the Transfer, both parties must use their reasonable endeavours to procure the issue or transfer of any Permit required by the Transfer Recipient to effectively operate the Business and the Stadium, including:
  - (i) providing all necessary supporting documents and information;
  - (ii) signing all necessary forms and consents (to be prepared by the Transfer Recipient);
  - (iii) with respect to the Transfer Recipient:
    - (A) submitting any forms or applications required by the relevant Law for a Permit to be granted; and



- (B) completing, or causing its employees to complete, all required training or courses.
- (b) If either party (or its employee) is required to notify a responsible authority with respect to the Transfer of the Assets, then that party must (or that party must cause its employee to) notify such authority in accordance with all requirements of that responsible authority and all applicable Laws.
- (c) To the extent that either party is required to notify a responsible authority of the transfer of, proposed transfer of or change to a Permit, the other party must provide all reasonable assistance to that party to allow it to fully comply with any requirements of that responsible authority.
- (d) The Transfer Recipient is responsible for paying all application fees and transfer fees associate with the transfer or issue of the Permits pursuant to this clause 16.

## **17. Transfer of Employees**

### **17.1 Transferor to notify Employees**

The Transferor must notify the Employees about the proposed Transfer of the Assets before the Transfer and at a time and in a manner that complies with the Law and is otherwise acceptable to the Transfer Recipient.

### **17.2 Transfer Recipient to offer to employ Employees**

- (a) Simultaneously with the Transferor's notice to Employees, the Transfer Recipient must:
  - (i) make written offers to each Employee for that Employee's employment to be Transferred to the Transfer Recipient; and
  - (ii) employ each Employee that:
    - (A) agrees in writing to the Transfer of their employment to the Transfer Recipient; and
    - (B) is specified in the Transfer Notice.
- (b) Each offer of employment under clause 17.2(a) must:
  - (i) be conditional on the publishing of the Transfer Notice containing the relevant Employee;
  - (ii) be irrevocable before Transfer;
  - (iii) set out:
    - (A) the position title;
    - (B) a general description of the position and its location;
    - (C) the salary, benefits and entitlements associated with the position; and
    - (D) the date, or approximate date, on which that Transfer is to take effect,

- in accordance with section 23A(2) of the Stadiums Tasmania Act; and
- (iv) provide that the Employee:
    - (A) will be paid no less remuneration (excluding bonus payments) by the Transfer Recipient than the amount received from as remuneration (excluding bonus payments) from the Transferor immediately prior to the Transfer;
    - (B) will receive Employee Entitlements (other than bonus payments) and superannuation entitlements from the Transfer Recipient that are no less favourable than those to which the Employee was entitled to immediately before the Transfer; and
    - (C) will retain any right to annual leave, long-service leave, sick leave and other forms of leave and time off, accrued or accruing during employment with the Transferor and may claim such entitlements against the Transfer Recipient.

### 17.3 Transferor's obligations

- (a) The Transferor must deliver to the Transfer Recipient, at or before 5.00 pm on the day before the Transfer Day, full details in writing of the Employee Entitlements, Leave Entitlements and superannuation entitlements, as at the Calculation Time of each of the Transferring Employees.
- (b) The Transferor must deliver to the Transfer Recipient at or before the close of business on the day before the Transfer Day full details in writing of:
  - (i) any Transferring Employee who will be on parental leave at the Transfer Day; and
  - (ii) all documentation for parental leave which is given to the Transferor by a Transferring Employee.
- (c) The Transferor must deliver to the Transfer Recipient at least 10 Business Days before the Transfer Day a written notice which, in respect of each Transferring Employee:
  - (i) sets out details of all Australian Workplace Deeds, certified agreements, workplace agreements, enterprise agreements, awards and other industrial instruments (**Relevant Documents**) that apply in respect to that Transferring Employee and encloses copies of the Relevant Documents; or
  - (ii) states that no Relevant Documents apply in relation to that Transferring Employee.
- (d) The Transferor must on Transfer:
  - (i) pay to each Employee, including the Transferring Employees, all Employee Entitlements then payable, calculated up to (but not including) the Calculation Time, in respect of that Employee's employment with the Transferor;
  - (ii) to the extent that a Transferring Employee has not ceased to be an employee of the Transferor in accordance with section 23A(6) of the

- Stadiums Tasmania Act, release each Transferring Employee from his or her employment with the Transferor;
- (iii) ensure that all employer superannuation contributions (including defined benefit superannuation contributions) due to be made by the Transferor on or before the Transfer Day in respect of each Transferring Employee have been made; and
  - (iv) allow to the Transfer Recipient, as a deduction from the Transfer Payment, the Leave Adjustment.
- (e) The Transferor is solely responsible for the payment of all Employee Entitlements, Leave Entitlements and superannuation (including defined benefit superannuation liabilities) arising out of the employment or the termination of employment, however arising, of those Employees who do not accept the offer of employment made by the Transfer Recipient under clause 17.2.
- (f) The Transferor must provide the Transfer Recipient with evidence (satisfactory to the Transfer Recipient) of the payment of all the amounts the Transferor is required to pay to each Transferring Employee under this clause 17.3 by 5.00 pm on the 5th Business Day after the Transfer Day.

#### **17.4 Transfer Recipient's obligations**

On and from Transfer, the Transfer Recipient:

- (a) is responsible for all Employee Entitlements, Leave Entitlements and superannuation (including defined benefit superannuation liabilities) that accrue to Transferring Employees on or after Transfer, including all remuneration and entitlements relating to their actual employment by the Transfer Recipient;
- (b) is responsible for all Leave Entitlements that had accrued to each Transferring Employee as an employee of the Transferor but were not taken at the Transfer Day (those entitlements being the subject of the Leave Adjustment);
- (c) in accordance with section 23B of the Stadiums Tasmania Act, must allow to each Transferring Employee an entitlement to the Leave Entitlements that had accrued to that Employee as an employee of the Transferor but were not taken at the Transfer Day;
- (d) in accordance with section 23C of the Stadiums Tasmania Act, must treat the period of service (including any period of service deemed by award, statute or contract) that each Transferring Employee had with the Transferor as continuous service with the Transfer Recipient; and
- (e) must otherwise comply with:
  - (i) the endorsed Stadiums Tasmania Transfer Plan for employees of the Stadium dated 31 August 2022 (to the extent relevant); and
  - (ii) the City of Launceston Enterprise Agreement 2021,with respect to the employment of the Transferring Employees.

## 18. Accounts

### 18.1 Initial Accounts

- (a) As soon as reasonably practicable after the Deed Date, the Transferor must prepare the Initial Accounts in accordance with the requirements of the Accounting Standards.
- (b) Within 1 month of the Deed Date, the Transferor must provide the Initial Accounts to the Transfer Recipient.

### 18.2 Transfer Accounts

As soon as reasonably practicable after the Transfer, the Transferor must prepare the Transfer Accounts in accordance with the requirements of the Accounting standards and provide the Transfer Accounts to the Transfer Recipient.

### 18.3 Objections

- (a) The following process applies separately to the Initial Accounts and to the Transfer Accounts.
- (b) For a period of 5 Business Days beginning on the date that the Transfer Recipient receives the Accounts, the Transferor must give the Transfer Recipient (including any of its advisers) such access to the Records and the Business as is reasonably required to verify the Accounts, provided that such access does not breach the Transferor's legal obligations in respect of confidentiality, personal information, or otherwise

## 19. Wrong Pockets

### 19.1 Requirement to notify

If, after Transfer, the Transfer Recipient or the Transferor identifies any asset:

- (a) which is in the possession or control of the Transferor that is an asset owned, leased or licensed by the Transferor and used for the sole purpose of conducting the Business immediately prior to Transfer; or
- (b) which:
  - (i) was in the possession or control of the Transferor immediately prior to Transfer;
  - (ii) was not used for the purposes of conducting the Business; and
  - (iii) was inadvertently transferred to the Transfer Recipient,

(collectively, a **Wrong Pocket Asset**), that party must notify the other in writing as soon as reasonably practicable.

### 19.2 Requirement to return as directed

- (a) As soon as reasonably practicable following notification under clause 19.1, the party, who has possession or control of the Wrong Pocket Asset (the **First Party**)

must procure the transfer of (including if necessary, requesting that the Minister issue a transfer notice under the Stadiums Tasmania Act) the Wrong Pocket Asset to the other party (the **Second Party**), free of any Encumbrance, or as the Second Party directs for nil consideration.

- (b) From the time it comes to the First Party's attention that there is any Wrong Pocket Asset, the First Party must maintain the Wrong Pocket Asset at the reasonable cost of the Second Party, until the date of delivery of the Wrong Pocket Asset to the Second Party (or as directed).
- (c) The First Party must promptly account to the Second Party for any benefits the First Party receives as a result of the holding of any Wrong Pocket Asset for the period from Transfer until it is delivered to the Second Party (or as directed in accordance with this clause 19.2).

## **20. Transferor's Warranties**

### **20.1 Warranties**

The Transferor represents and warrants to the Transfer Recipient that, subject to the limitations in this clause 20 and clause 21:

- (a) each of the Title Warranties is; and
- (b) to the Transferor's knowledge, each of the Transferor's Warranties (other than each of the Title Warranties) is,

true and accurate, and not misleading or deceptive, at the Deed Date and, except as expressly stated, will be true, accurate and not misleading or deceptive on the Transfer Day.

### **20.2 Disclosure Material**

The Transfer Recipient acknowledges that the Business Warranties are qualified by all information disclosed in the Disclosure Material.

### **20.3 Separate warranties**

Each of the Transferor's Warranties is a separate warranty and is not limited or restricted by any other warranty, except if that limit or restriction is clearly stated in the relevant Transferor's Warranty.

### **20.4 Transferor must notify breaches**

The Transferor must (whether before or after the Transfer) disclose to the Transfer Recipient anything that has or will constitute a material breach of a Transferor's Warranty or cause a Transferor's Warranty to be untrue or inaccurate, as soon as practicable after the Transferor becomes aware of it.

### **20.5 Qualification as to knowledge**

Where any statement in the Warranties is qualified by a person's awareness or knowledge, that statement will be deemed to include:

- (a) an additional statement that it has been made after reasonable enquiries of the Specified Persons; and
- (b) where such enquiries would have prompted a reasonable person to make further enquiries, those further enquiries have been made.

#### **20.6 Reliance**

The Transferor acknowledges and agrees that the Transfer Recipient has entered into this Deed in reliance on the Transferor's Warranties.

### **21. Claiming under the Transferor's Warranties and indemnity**

#### **21.1 Notice of Claims**

- (a) If the Transfer Recipient becomes aware of any matter that may give rise to a Warranty Claim or an Indemnity Claim, the Transfer Recipient must notify the Transferor in writing with details of the matter and an estimate of the amount of the claim as soon as practicable after the Transfer Recipient becomes aware of the matter.
- (b) If after Transfer the Transfer Recipient becomes aware of a matter that may give rise to a Warranty Claim or an Indemnity Claim as a result of a Third Party Claim made or threatened by a Third Party against the Transfer Recipient or the Transferor, then the Transfer Recipient must notify the Transferor of the Third Party Claim in writing with details of the matter and an estimate of the amount involved as soon as practicable after the Transfer Recipient becomes aware of the matter.
- (c) If the Transfer Recipient intends to make a Warranty Claim or an Indemnity Claim, it must notify the Transferor in writing of that Warranty Claim or Indemnity Claim with details of the matter giving rise to the Claim and the amount claimed (**Claim Notice**). A Claim Notice in respect of a Warranty Claim will be deemed to constitute notice of a corresponding Indemnity Claim under clause 21.3.

#### **21.2 Transferor to consider Claims**

- (a) The Transferor must notify the Transfer Recipient within 20 Business Days after receipt of a Claim Notice, indicating whether it admits or denies the relevant Claim (in whole or in part).
- (b) If the Transferor does not notify the Transfer Recipient within the period specified in clause 21.2(a), it will be taken to have admitted the Claim in full.

#### **21.3 Transferor must indemnify Transfer Recipient**

Subject to clause 20 and the other provisions of this clause 21, if the Transfer Recipient makes a Warranty Claim and notifies the Transferor to that effect, the Transferor must indemnify and must keep indemnified, the Transfer Recipient from and against any Claim or Liability that the Transfer Recipient pays, suffers, incurs or is liable for as a direct or indirect result of the Transferor's Warranty the subject of that Warranty Claim being untrue, inaccurate, misleading or deceptive.

#### 21.4 Time limits for Claims

The Transfer Recipient may not make a Warranty Claim or an Indemnity Claim unless it provides a Claim Notice to the Transferor in respect of the relevant Claim:

- (a) on or before the expiration of 7 years after the Deed Date, in the case of a Warranty Claim or Indemnity Claim relating to any Title Warranty or Tax Warranty;
- (b) on or before the expiration of 5 years after the Deed Date, in the case of a Warranty Claim or Indemnity Claim relating to Transferor's Warranty 11 (Real Property); or
- (c) in the case of any other Warranty Claim or Indemnity Claim on or before the expiration of 2 years after the Transfer.

#### 21.5 Benefits received by the Transfer Recipient

- (a) The Transfer Recipient must reimburse the Transferor if:
  - (i) the Transfer Recipient recovers an amount under this Deed in respect of a Warranty Claim or an Indemnity Claim; and
  - (ii) the Transfer Recipient then receives an amount from a Third Party (including from an insurer), under a final judgment or award (which cannot be appealed) or under an enforceable settlement, and this amount would have reduced the amount recovered by the Transfer Recipient if it had been received before the recovery.
- (b) The amount the Transfer Recipient must reimburse to the Transferor is equal to the amount the Transfer Recipient receives from the Third Party (less any costs incurred by the Transfer Recipient in obtaining the amount). However, the amount to be reimbursed may not exceed the amount the Transfer Recipient recovered from the Transferor under the relevant Warranty Claim or Indemnity Claim.

#### 21.6 Impact of Tax on payments

If any sum payable by the Transferor under or in connection with this Deed is subject to Tax (whether by way of deduction or withholding or direct assessment of the recipient), that sum must be increased by the amount necessary to ensure that after the deduction, withholding or payment of Tax, the Transfer Recipient will receive an amount equal to the sum otherwise required to be paid.

### 22. Specific Indemnities

#### 22.1 Specific Indemnities of Transferor

Notwithstanding any other provision of this Deed, the Transferor must indemnify, and keep indemnified, the Transfer Recipient from and against any Claim or Liability that the Transfer Recipient pays, suffers, incurs or is liable for as a direct or indirect result of any Encumbrance over the Assets not being removed or discharged on or before the Transfer, except for the Permitted Encumbrances.

## 22.2 Impact of disclosure

For the avoidance of doubt, the indemnities in clauses 22.1 are in no way limited by any disclosure made against any of the Transferor's Warranties contained in this Agreement or by the Disclosure Material or otherwise.

## 23. Transferor's limitation of Liability

Despite any other provision of this Deed, the parties acknowledge and agree that:

- (a) the Transferor has entered into this Deed in its capacity as a body corporate under the provisions of the *Local Government Act 1993 (Tas)*;
- (b) without limitation, nothing contained in this Deed will fetter or affect the Transferor's functions, responsibilities and discretions when acting as a regulatory authority under the Acts that it administers (including but not limited to its role as planning authority under the *Land Use Planning and Approvals Act 1993 (Tas)*) (**Regulatory Authority**), in relation to the subject matter of this Deed;
- (c) the Transferor is unable to assist or influence the decisions and actions of the Regulatory Authority in respect of the subject matter of this Deed;
- (d) the decisions and actions of the Regulatory Authority may have an adverse effect on the subject matter of this Deed; and
- (e) the Transfer Recipient will have no claim under this Deed for compensation, and the Transferor will not be in any way liable to the Transfer Recipient or otherwise, for the decisions and actions taken by the Regulatory Authority in respect of the subject matter of this Deed.

## 24. Transfer Recipient's Warranties

### 24.1 Warranties

The Transfer Recipient represents and warrants to the Transferor, as an inducement to the Transferor to enter into this Deed and to provide its consent to the Transfer that:

- (a) the execution and delivery of this Deed has been properly authorised by all necessary corporate action of the Transfer Recipient;
- (b) the Transfer Recipient has full corporate power and lawful authority to execute and deliver this Deed and to perform, or cause to be performed, its obligations under this Deed;
- (c) this Deed constitutes legal, valid and binding obligations on the Transfer Recipient enforceable in accordance with its terms by appropriate legal remedy;
- (d) this Deed does not conflict with or result in the breach of or default under any provision of its constitution or any material term or provision of any agreement, deed, writ, order or injunction, judgment or Law to which it is a party or a subject or by which it is bound; and
- (e) there are no Claims pending or threatened against it or to its knowledge by, against or involving any person which may have a material effect on the transfer of the Assets in accordance with this Deed.



## 24.2 Warranties true on Transfer

The Transfer Recipient represents and warrants to the Transferor that each of the warranties set out in clause 24.1 is true and accurate, and not misleading or deceptive, at the Deed Date and, except as expressly stated, will be true, accurate and not misleading or deceptive at Transfer.

## 25. Termination before Transfer

### 25.1 Termination events

Each of the following is a termination event for the purposes of clause 25.2:

- (a) the Transferor materially breaches a term of this Deed;
- (b) any Transferor's Warranty is or becomes materially false, incorrect, misleading or deceptive when made or regarded as made under this Deed (except to the extent disclosed in the Disclosure Material); and
- (c) a Transferor's Material Adverse Change occurs since the Initial Accounts Date that was not disclosed in the Disclosure Material.

### 25.2 Right of Transfer Recipient to terminate

If:

- (a) a termination event occurs under clause 25.1;
- (b) the Transfer Recipient notifies the Transferor of that event within 5 Business Days after becoming aware of it, giving reasonable details of the relevant event; and
- (c) the Transferor is unable to remedy the termination event within 10 Business Days after receiving the notice (or such longer period or periods as may be allowed by the Transfer Recipient under clause 25.2(e)),

then the Transfer Recipient may by giving notice to the Transferor at any time before the Transfer Day elect to:

- (d) terminate this Deed on the date of its notice; or
- (e) without affecting its rights to subsequently give notice under clause 25.2(d), delay the issuing of the Consent Letter for a period not exceeding 6 months to determine whether any of the matters referred to in clauses 25.1(a), 25.1(b) or 25.1(c) are remedied or cured within that period.

### 25.3 Remedies cumulative

The Transfer Recipient may exercise its rights under clause 25.2 without affecting any of its other rights and remedies.

### 25.4 Termination events

If the Transfer Recipient materially breaches a term of this Deed, it is a termination event for the purposes of clause 25.5.

## **25.5 Right of Transferor to terminate**

If:

- (a) a termination event occurs under clause 25.4;
- (b) the Transferor notifies the Transfer Recipient of that event within 5 Business Days after becoming aware of it, giving reasonable details of the relevant event; and
- (c) the Transfer Recipient is unable to remedy the termination event within 10 Business Days after receiving the notice,

then the Transferor may by giving notice to the Transfer Recipient at any time before the Transfer Day elect to terminate this Deed on the date of its notice.

## **26. Interest on overdue payments**

### **26.1 Payment of default interest**

If a party fails to pay on the due date any amount that the party is obliged to pay under this Deed, the party must pay interest on that amount. The interest:

- (a) must be paid on written demand given to that party by the party to whom the amount is payable;
- (b) is calculated from and including the day on which it falls due to but excluding the day on which it is paid in full, at the rate referred to in clause 26.1(c); and
- (c) accrues each day at the Prescribed Rate.

### **26.2 Other rights not affected**

A party's right to require payment of interest under clause 26.1 does not affect any other rights or remedies it may have in respect of a failure to pay an amount due under this Deed.

## **27. Public announcements**

### **27.1 Making announcements**

A party must not make, or authorise or cause to be made, any public announcement relating to the negotiations between the parties or the subject matter of this Deed unless:

- (a) it has given the other party 24 hours' prior written notice of the proposed announcement; and
- (b) it has redacted such Personal Information (including information about Employees) as reasonably requested by the other party from such announcement.

### **27.2 Minister**

Nothing in this clause 27 or any other provision of this Deed, restricts or in any way inhibits the Minister's ability to make a public announcement in relation to the subject matter of this Deed in accordance with applicable Laws.

## 28. Confidentiality

### 28.1 Obligations of confidentiality

Subject to clauses 28.2 and 28.3, a Receiving Party must:

- (a) keep the Confidential Information confidential and not directly or indirectly disclose, divulge or communicate any Confidential Information to, or otherwise place any Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
- (b) take all reasonable steps to secure and keep secure all Confidential Information coming into its possession or control;
- (c) not memorise, use, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this Deed; and
- (d) take all reasonable steps to ensure that any person to whom the Receiving Party is permitted to disclose Confidential Information under clause 28.3 complies at all times with the terms of this clause 28 as if that person were a Receiving Party.

### 28.2 Exceptions

The obligations of confidentiality under clause 28.1 do not apply to this Deed or:

- (a) any Confidential Information that:
  - (i) is disclosed to the Receiving Party by a Third Party entitled to do so, whether before or after the Deed Date;
  - (ii) was already lawfully in the Receiving Party's possession when it was given to the Receiving Party and was not otherwise acquired from the Disclosing Party directly or indirectly; or
  - (iii) is generally available to the public at the Deed Date or subsequently becomes so available other than by reason of a breach of this Deed;
- (b) any disclosure of Confidential Information by the Receiving Party that is required by Law to which a party is subject if, to the extent practicable and as soon as reasonably possible, the Receiving Party:
  - (i) notifies the Disclosing Party of the proposed disclosure;
  - (ii) consults with the Disclosing Party as to its content; and
  - (iii) uses reasonable endeavours to comply with any reasonable request by the Disclosing Party concerning the proposed disclosure; or
- (c) with respect to the Transferor as the Receiving Party, the disclosure of Confidential Information by the Receiving Party to the extent such disclosure is required to:
  - (i) obtain the endorsement of its Councillors to enter into this Deed, perform the Transferor's obligations under this Deed or enforce the terms and conditions of this Deed; or

- (ii) to perform its functions as a Regulatory Authority,  
provided that the Transferor first:
- (iii) notifies the Transfer Recipient of the proposed disclosure at least 5 Business Days in advance; and
- (iv) redacts such Personal Information (including information about Employees) as reasonably requested by the Transfer Recipient from such announcement.

### **28.3 Authorised disclosure**

Without limiting clause 15.11, a Receiving Party may disclose Confidential Information to any Related Entity, employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the Receiving Party (each a **Recipient**) only if the disclosure is made to the Recipient strictly on a "need to know basis" and, before the disclosure:

- (a) the Receiving Party notifies the Recipient of the confidential nature of the Confidential Information to be disclosed;
- (b) the Recipient undertakes to the Receiving Party (for the benefit of the Disclosing Party) to be bound by the obligations in this clause 28 as if the Recipient were a Receiving Party in relation to the Confidential Information to be disclosed to the Recipient; and
- (c) if requested to do so by the Disclosing Party, the Recipient signs an undertaking or deed in a form acceptable to the Disclosing Party (and for the benefit of the Disclosing Party) agreeing to be bound by the obligations in this clause 28 as if the Recipient were a Receiving Party in relation to the Confidential Information to be disclosed to the Recipient.

### **28.4 Liability for breach by Recipient**

The Receiving Party is liable for any breach of this clause 28 by a Recipient as if the Recipient were a Receiving Party in relation to the Confidential Information disclosed to the Recipient.

### **28.5 Post Transfer**

On and from Transfer, subject to any Law to the contrary, the Transfer Recipient may make use of the Confidential Information of the Business as it sees fit and without restriction under this Deed.

## **29. Privacy**

### **29.1 Privacy obligations of the Transferor and the Transfer Recipient**

In performing their obligations under this Deed, the Transferor and the Transfer Recipient must, and must ensure each of their respective Representatives:

- (a) comply with Privacy Laws;
- (b) not do nor omit to do anything with Personal Information that will cause the other party or any of its Related Bodies Corporate to breach any Privacy Law;

- (c) only use and disclose Personal Information for the purpose of performing their obligations under this Deed and proceeding with the Transfer; and
- (d) not disclose Personal Information except:
  - (i) to their respective Representatives to the extent necessary for performing their obligations under this Deed and proceeding with the Transfer;
  - (ii) as required by Law, subject to (to the extent practicable) a party giving notice to the other party as soon as practicable if it becomes aware that such a disclosure may be required; or
  - (iii) with the prior written consent of the other party.

## 29.2 Conduct after Transfer

After the Transfer:

- (a) the Transfer Recipient must not, and must ensure its Representatives do not, do or omit to do anything with Personal Information in breach of any Privacy Law;
- (b) the Transferor must not, and must ensure its Representatives do not, use or disclose Personal Information except:
  - (i) with the prior written consent of the Transfer Recipient; or
  - (ii) if otherwise required or authorised by or under law,and in each case only in accordance with Privacy Laws; and
- (c) if a complaint in relation to Personal Information is made to the either the Transferor or the Transfer Recipient in connection with conduct or events related to the Business, where it is reasonable to do so, the party that has received the complaint will forward the complaint and any relevant correspondence to the other party that it can lawfully provide, and each party must:
  - (i) work with the other party in good faith to determine which party should be responsible for resolving the complaint, based on when the relevant conduct occurred; and
  - (ii) provide all reasonable assistance to the other party in order to assist with the resolution of the complaint.

## 30. Dispute resolution

### 30.1 Nature of Dispute

If the Transferor and the Transfer Recipient have been unable to resolve any dispute arising between them arising out of or relating to the matters referred to in clauses 6.7, 10.3 and 18 (**Dispute**) within the period stated in the relevant clause, then the Dispute must be resolved by expert determination in accordance with this clause 30.

### 30.2 Determination by expert

- (a) The Dispute must be resolved by expert determination administered by the Australian Disputes Centre (**ADC**) and conducted in accordance with the ADC Rules for Expert Determination which are operating at the time the Dispute is referred to ADC (**Rules**).
- (b) The terms of the Rules are incorporated into this Deed.

### 30.3 Other proceedings

No party may commence any judicial proceedings in relation to the Dispute unless those proceedings are commenced for the purpose of enforcing this clause 30 or to seek interlocutory relief.

## 31. Goods and services tax (GST)

### 31.1 Interpretation

In this clause 31:

- (a) terms or expressions which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) have the same meaning as in the GST Act; and
- (b) any reference to a party includes the representative member of a GST group of which that party is a member.

### 31.2 Consideration excludes GST

Unless otherwise expressly stated, all consideration to be paid or provided under this Agreement is expressed exclusive of GST.

### 31.3 Payment of GST

- (a) If GST is payable on any supply made under this Agreement, the recipient must pay to the supplier an additional amount (**GST Amount**) equal to the GST payable on that supply at the same time as the consideration for the supply is to be paid or provided.
- (b) Clause 31.3(a) does not apply to the extent that:
  - (i) the consideration for the supply is stated to include GST; or
  - (ii) GST on the supply is reverse charged and payable by the recipient.

### 31.4 Tax invoice

The recipient need not pay the GST Amount until it has received a tax invoice or adjustment note, as the case may be.

### 31.5 Adjustment events

If an adjustment event arises in relation to a supply made under this Agreement, the GST Amount must be adjusted to reflect that adjustment event. A corresponding payment must

be made by the supplier to the recipient or by the recipient to the supplier, as the case may be.

### 31.6 Calculation of amounts

If this Agreement requires an amount to be calculated by reference to another amount (**Reference Amount**) that will be:

- (a) received for a taxable supply; or
- (b) paid for a creditable acquisition,

then the Reference Amount must be reduced so as to exclude any part of the Reference Amount paid or received on account of GST, as the case may be.

### 31.7 Reimbursement and indemnity payments

If this Agreement requires a party to reimburse or indemnify another party for a cost or expense, the amount of the cost or expense must be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified is entitled for that cost or expense.

### 31.8 Survival

This clause 31 will survive and continue to apply following the termination or completion of this Agreement.

## 32. Notices

### 32.1 Giving notices

Any notice or other communication (**Notice**) to or by a party under this Deed:

- (a) must be given by personal service, by prepaid priority or express post, or, subject to this clause 32, by email;
- (b) must be in writing (and for the purposes of this clause, a Notice in the body of or attached to an email is in writing), legible and in English addressed (depending on the manner in which it is given) as specified below:

- (i) If to the Transferor:

Address: Town Hall, 18-28 St John Street, Launceston  
Attention: Sam Johnson  
Email: Sam.Johnson@launceston.tas.gov.au

- (ii) If to the Transfer Recipient:

Address: Level 3, 99 Bathurst Street, Hobart 7000 TAS  
Attention: James Avery  
Email: james.avery@stadiumstasmania.org

or as otherwise specified in any updated details last notified by the party to the sender by not less than 5 Business Days' Notice given in accordance with this clause (**Specified Contact Details**); and

- (c) must be signed by the sender (if an individual) or by that party's authorised officer, agent or representative. A party receiving a Notice is not obliged to enquire as to the authority of the person signing the Notice. A Notice attached to an email in portable document format (.pdf) or another appropriate and commonly used format and signed by the sender in accordance with this clause 32.1(c) complies with this clause and in that case, the covering email need not be so signed.

### 32.2 Receipt of Notices

- (a) A Notice given under clause 32.1 is taken to be given by the sender and received by the recipient (whether or not the recipient actually receives it):
  - (i) if delivered in person, when it is left at the recipient's address set out in the Specified Contact Details;
  - (ii) if posted to the recipient's address set out in the Specified Contact Details, at 9.00 am on the third (seventh, if sent to or from an address in another country) day after the date of posting; or
  - (iii) if sent by email, 2 hours after the time the email is sent to the recipient's email address set out in the Specified Contact Details, as recorded on the sender's email system, unless the sender receives, within that time period, an automatic notification (other than an out of office message) indicating that the email has not been delivered.
- (b) If any delivery or receipt would be deemed by clause 32.2(a) to be on a day that is not a Business Day or after 4.00 pm (recipient's time), it is deemed to have been received at 9.00 am (recipient's time) on the next Business Day.

## 33. General

### 33.1 Timing for performance of obligations

If a party (**Non-Performing Party**) does not perform an obligation under this Deed by the due date for performance, then such breach will only be considered a material breach of this Deed if:

- (a) the other party has provided written notice to the Non-Performing Party:
  - (i) providing details of the breach; and
  - (ii) giving the Non-Performing Party at least 5 Business Days to perform the relevant obligation; and
- (b) after the period set out in the notice referred to in clause 33.1(a) has expired, the Non-Performing Party has not performed the relevant obligation specified in the notice.

### 33.2 Entire understanding

- (a) This Deed contains the entire understanding between the parties concerning the subject matter of this Deed and supersedes, terminates and replaces all prior agreements and communications between the parties concerning that subject matter.



- (b) All terms, warranties and conditions implied or imposed by Law are excluded from this Deed, except any term, warranty or condition the exclusion of which would:
  - (i) contravene the Law which implied or imposed it; or
  - (ii) cause this clause to be void.
- (c) Each party acknowledges that, except as expressly stated in this Deed, it has not relied on any representation, warranty, undertaking or statement made by or on behalf of another party in relation to this Deed or its subject matter.

### **33.3 No adverse construction**

No provision of this Deed is to be construed to the disadvantage of a party solely because that party was responsible for preparing or proposing this Deed or the provision.

### **33.4 Further assurances**

A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Deed.

### **33.5 No waiver**

- (a) A failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on a party by or in respect of this Deed does not operate as a waiver by that party of the power, right or remedy.
- (b) A single or partial exercise of any power, right or remedy does not preclude a further exercise of it or the exercise of any other power, right or remedy.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

### **33.6 Remedies cumulative**

Except as set out in this Deed, the powers, rights and remedies under this Deed are cumulative with and not exclusive of any powers, rights and remedies provided by Law independently of this Deed.

### **33.7 Severability**

Any provision of this Deed which is invalid in any jurisdiction must, in relation to that jurisdiction, be:

- (a) read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) severed from this Deed in any other case,

without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

### **33.8 No assignment**

A party cannot assign or otherwise deal with the benefit of this Deed without the prior written consent of the other party.

### **33.9 Consents and approvals**

Unless this Deed provides otherwise, where anything depends on the consent or approval of a party, then that consent or approval may be given conditionally, unconditionally or withheld, in the absolute discretion of that party.

### **33.10 No variation**

This Deed cannot be amended or varied except in writing signed by the parties.

### **33.11 Costs**

Each party must pay its own legal costs of and incidental to the preparation and completion of this Deed.

### **33.12 Duty**

Any duty (including related interest or penalties) payable in respect of this Deed or any instrument created in connection with it (including the Transfer Notice, Application for Vesting Order and Vesting Order) must be paid by the Transfer Recipient.

### **33.13 Execution and delivery**

- (a) By executing this Deed, a party intends:
  - (i) to be immediately bound by this Deed; and
  - (ii) for such execution to constitute delivery of this Deed to each other party.
- (b) Nothing in this clause 33.13 should be taken to exclude any statutory or common law principle applicable to the proper execution and delivery of a deed.
- (c) This clause 33.13 supersedes, terminates and replaces any prior agreements and communications between the parties which indicate that the agreements recorded in this Deed are "subject to contract" or similar arrangements.

### **33.14 Conflicting provisions**

If there is any conflict between the main body of this Deed and any schedules or annexures comprising it, then the provisions of the main body of this Deed prevail.

### **33.15 No merger**

Unless otherwise provided in this Deed, the representations, undertakings, warranties and indemnities of the parties in, or the rights and remedies of the parties under, this Deed will not merge on Transfer but will survive and remain enforceable to the fullest extent.

### **33.16 Operation of indemnities**

Unless this Deed expressly provides otherwise:

- (a) each indemnity in this Deed is a continuing obligation and survives the Transfer, expiry or termination of this Deed;
- (b) each indemnity given by a party in this Deed is an additional, separate and independent obligation of the party and no one indemnity limits the operation of any other indemnity; and
- (c) a party may enforce and recover a payment under an indemnity in this Deed before it incurs any expense or makes the payment in respect of which the indemnity is given.

### **33.17 No right of set-off**

Unless this Deed expressly provides otherwise, a party has no right of set-off against a payment due to another party under this Deed.

### **33.18 Relationship of parties**

Unless this Deed expressly provides otherwise, nothing in this Deed may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

### **33.19 Governing law and jurisdiction**

- (a) This Deed is governed by and must be construed in accordance with the Laws of Tasmania.
- (b) The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Deed, its performance or subject matter.
- (c) Each party waives any rights to:
  - (i) object to the venue of any proceedings; or
  - (ii) claim that the proceedings have been brought in an inconvenient forum or that the courts of another place are a more convenient forum,

if the proceedings have been brought in a court referred to in clause 33.19(b).

**Schedule 1 – Conditions Precedent to issuing of Consent Letter**

(Clause 4.1)

Condition	Party entitled to benefit
1.1 Land Registry effect registration of subdivision creating the Land in accordance with the Plan of Subdivision Survey as set out in Annexure 5 (subject to any minor amendments to Annexure 5 that are agreed between the parties in writing).	The Transferor and the Transfer Recipient
1.2 All consents (except for consents required under Material Contracts) necessary or relevant for the Transfer and all other applicable transactions contemplated by this Deed to take place without breaching any Law or agreement are granted and received either:  (a) without conditions or requirements; or  (b) with conditions and requirements that are acceptable to the Transferor and, to the extent that they affect the Transfer Recipient, to the Transfer Recipient.	The Transferor and to the extent that any conditions or requirements affect the Transfer Recipient, the Transfer Recipient
1.3 For each Material Contract either:  (a) all necessary consents of any party to that Material Contract (other than the Transferor) to the transfer of the benefit of that Material Contract to the Transfer Recipient pursuant to the Transfer Notice (on terms and conditions in all respects satisfactory to the Transfer Recipient); or  (b) where the Transfer Recipient has elected to enter into a New Contract for that Material Contract, the New Contract has been executed by all parties to it.	The Transfer Recipient
1.4 The Cooperation Agreement is executed by all parties to it.	The Transferor and the Transfer Recipient
1.5 No Transferor's Material Adverse Change has occurred.	The Transfer Recipient
1.6 The Car Park Licence, in a form that is satisfactory to the Transfer Recipient acting reasonably, has been executed by all parties to it.	The Transferor and the Transfer Recipient
1.7 The following:  (a) the Transferor and the University execute a Notification of Ending a Registered Agreement (in registrable form);  (b) the Transferor, the Transfer Recipient and the University execute a registrable version of the Section 71 Agreement, in a form that is satisfactory to the Transferor and the Transfer Recipient each acting reasonably; and	The Transferor and the Transfer Recipient

(c)	the University provides a production slip for the title to its land.	
1.8	The Transfer Recipient and Definium Technologies Pty Ltd have executed a new Radio Equipment Licence for the gateway site on the Land, in a form acceptable to the Transfer Recipient.	The Transfer Recipient
1.9	The Transfer Recipient has been issued the Place of Assembly Licence.	The Transfer Recipient
1.10	If required by the Food Act, any Food Business Registration required by the Transfer Recipient in respect of the Stadium has been issued to the Transfer Recipient and is current, valid and in full force and effect.	The Transfer Recipient

**Schedule 2 – Employees (as at date of Deed)**

(Clause 1.1)

Name	Title	Position description	Total remuneration and benefits	Accrued annual leave	Accrued long service leave	Other accrued entitlements
[REDACTED]	[REDACTED]	<i>[COL to provide brief description of each employee's position. 2-3 sentences max]</i>				
[REDACTED]	[REDACTED]					
[REDACTED]	[REDACTED]					
[REDACTED]	[REDACTED]					
[REDACTED]	[REDACTED]					


### Schedule 3 – Permits

(Clause 1.1)

Permit	Law	Responsible authority
Place of Assembly Licence	Public Health Act	The Transferor
Liquor Licence	Liquor Act	Commissioner for Licensing
Food Business Registration	Food Act	The Transferor



## Schedule 4 – Contracts

(Clause 1.1)

### 1. Material Contracts

Contract name	Contract type	Name of other party/parties	Date of agreement / Commencement Date
Naming rights agreement York Park	Sponsorship agreement	University of Tasmania	1 January 2022
Ticketmaster event ticketing agreement	Sponsorship agreement	Ticketmaster Australasia Pty Ltd	8 October 2022
UTAS Stadium agreement 2023	Professional sports agreement	Hawthorn Football Club	2023
Office and Training Facilities	Facility hire agreement	Asset Training Australia	1 July 2023
Radio Equipment Licence	Property licence	Definium Technologies Pty Ltd	1 November 2020
Sports Club Licence	Property licence	North Launceston Football Club Inc.	1 January 2019
Office Licence	Property licence	AFL Tasmania	1 April 2019
Sports Club Licence	Property licence	Old Launcestonians Football Club Inc	1 January 2021

Licence agreement for multimedia systems	Other	Dante Ltd	TBC
Multimedia system management	Other	Dante Ltd	25 September 2024
Connection and Monitoring Fire Alarms	Fire monitoring	Tasmanian Fire Service	23 May 2012
MOU for Emergency Management	Fire monitoring	Tasmanian Fire Service, Northern Region	22 November 2022
CMTS Lease of Land	Lease of Premises	Telstra Corporation Limited	1 June 2017

**2. Other Contracts**

Contract description	Contract type	Name of other party/parties	Date of agreement / Commencement date
HR Training	Other	Linksafe Pty Ltd	30 August 2017
Electrical and Fire Services	Contractor agreement	Industrial Fire & Electrical Pty Ltd	17 August 2022
Security contract	Contractor agreement Purchase order	Eagle Security Services	2017
Cleaning services	Purchase order	Collings	N/A

Annual checks and maintenance	Purchase order	Tormax	N/A
Quarterly Maintenance and Checks	Purchase order	OTIS / KONE	N/A
Rubbish Collection	Purchase order	Veolia Environmental Services	N/A
Traffic Management Services	Purchase order	Altus Traffic Pty Ltd	N/A
Graphic Design and Electrical Works	Purchase order	Round Table Studio	N/A
Electrical Works	Purchase order	Mayne Phase Electrical	N/A
Match Day - Casual labour hire	Purchase order	Corestaff TAS Pty Ltd	N/A
Match Day - First Aid Services	Purchase order	St John Ambulance	N/A
Match Day - Paramedic Attendance	Purchase order	Department of Health & Human Services (TAS Ambulance)	N/A
Match Day - First Aid Services	Purchase order	Ambulance Private	N/A
Match Day - Operator Assistance	Purchase order	TasNetworks	N/A
Event Presentation and Match Day Production	Purchase order	Max Events Pty Ltd	N/A

Match Day Supplier	Purchase order	All About Gardens and Greenforce	N/A
Match Day - Fencing	Purchase order	Weeding Party Hire	N/A
Match Day - Ice	Purchase order	Mountain Dew Ice	N/A
Demountable and Toilet Block Hire	Purchase order	Coates Hire Operations Pty Ltd	N/A
Match Day Supplier	Purchase order	Girl Guides (Association) Tasmania	N/A
Plumbing Contractor	Purchase order	Bentleys Civil & Maintenance Plumbing	N/A
Window Cleaner	Purchase order	Tom Sawyer	N/A
Ice Bath Servicing	Purchase order	Tassie Pools & Spas Pty Ltd	N/A
Tasmanian Police	Purchase order	Tas Police	N/A
Air conditioning maintenance	Purchase order	Mechfield Facility Maintenance Tasmania Pty Ltd	N/A
General maintenance / carpenters	Purchase Order	Luke Murfett	N/A
Crowd Control Barriers	Purchase Order	Guardaway	N/A

Catering - Control Room and Operational Staff	Purchase Order	Hubert and Dan	N/A
TMR systems	Purchase Order	Gallagher System and CCTV	N/A

**Schedule 5 – Motor Vehicles**

Motor Vehicle	Description of Motor Vehicle	VIN	Engine Number	Registration number	Registration expiry
ATV Twister No 9392 B80ZI	2010 Red Toro 07273TC	07273310000155	02656474	B80ZI	1 October 2024
Truck No 9297 C16AY	2010 White Isuzu NLR	JAANLR85E87101 763	4JJ1867937	C16AY	1 October 2024
Ride On Mower No 9599 B82ZI	2010 Red Toro 03680	03680310000568	AQ4151	B82ZI	1 October 2024
Tractor No 9367 E09GQ	2014 Green John Deere 4049R	1POH180XVEC00 1035	CH4V20T301213	E09GQ	1 October 2024
Multipro Spray Unit No 9393 E46SZ	2015 Red Toro 41593	315000249	1FD3308	E46SZ	1 October 2024
Vehicle No 9191 F75TU (ex 9130)	2017 Grey Subaru S-4 Forester	JF2SJ9KC5HG08 5139	Y568653	F75TU	1 October 2024
ATV Twister No 9394 I01BG	2018 Red Toro Workman HD	403387883	EV2400902EF02	I01BG	1 October 2024
Turf Layer No 9368 J98WU	2021 Red Custom KWMI 4830 Mower	124660321	5030311193	J98WU	1 October 2024
Ride On Mower No 9608 J74ST	2021 Red Toro Groundmaster	31230405658521	V15051KD5871	J74ST	1 October 2024

AU\_ACTIVE01 915083225v12 OLIVIE

Truck No 9230 FS3284 (ex 9217)	2007 White Mitsubishi Canter	JLFFE85PG0KJ00 867	4D34L33479	FS3284	1 October 2024
Trailer Box No 9729 IT3942	2006 Grey Mario 6 x 4	6HKMARBOX6G0 01045		IT3942	1 October 2024
Ride On Mower No 9596 H34GQ	2017 Red Toro Reelmaster 5010H	03674401306429	D11051HJ9108	H34GQ	1 October 2024

## Schedule 6 – The Transferor's Warranties

### (Clause 19)

#### 1. The Transferor

- (a) The Transferor validly exists under the Law.
- (b) The Transferor is authorised to do business throughout the territory in which the Business is conducted.
- (c) The Transferor has full power and authority to own the Assets and conduct the Business.

#### 2. The Transferor's authority to transfer

- (a) The Transferor is or will on the Transfer Day be the sole legal and beneficial owner of the Assets and has good title to the Assets.
- (b) The Assets are not or will not on Transfer be subject to any Encumbrance in favour of any person.
- (c) The Transferor has not disposed of, agreed to dispose of or granted any option to any person to purchase any of the Assets or any interest in any of the Assets.
- (d) The Transferor has the power to enter into and perform its obligations under this Deed and to carry out the transactions contemplated by this Deed.
- (e) The Transferor has taken all necessary action to authorise its entry into and performance of this Deed and to carry out the transactions contemplated by this Deed.
- (f) The obligations of the Transferor under this Deed are valid and binding and enforceable against it in accordance with their terms.
- (g) This Deed and the Transfer pursuant to the Transfer Notice do not conflict with or result in a breach of or default under any material term or provision of any agreement, deed, writ, order, injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.

#### 3. Information

- (a) The information set out in this Deed is true, accurate and not misleading or deceptive (whether by omission or otherwise) in any respect.
- (b) All graphic, electronic or written Information that is:
  - (i) known to the Transferor relating to the Assets and the Business; and
  - (ii) material to a transferee of the Assets,has been disclosed in writing to the Transfer Recipient before the date of this Deed.
- (c) The Transferor has not withheld from providing to the Transfer Recipient before the Deed Date any graphic, electronic or written Information that is material to or would reasonably be required for the purpose of making an informed assessment of the



Assets and the financial position, Liabilities and performance of the Business or would otherwise have a material adverse effect on the value of the Assets or the Business.

**4. Assets of the Business**

The Transferor has not been served with any notice which may materially impair, prevent or otherwise interfere with the use of, or proprietary rights in, the Assets or give rise to a right to terminate any Contract.

**5. Financial Statements**

(a) The Accounts:

- (i) have been prepared in accordance with the requirements of the Accounting Standards and all other applicable Laws;
- (ii) have been prepared on a basis consistent with the accounting policies applied in the corresponding accounts of the Business for the preceding 3 financial periods; and
- (iii) disclose a true and fair view of the affairs, financial position, assets and liabilities of the Transferor in respect of the Assets and the Business as at the relevant Accounts Date, and of the income, expenses, cash flow and results of the operations of the Business for the financial period ending on the relevant Accounts Date.

(b) The Accounts are not affected by any unusual, abnormal, extraordinary, exceptional or non-recurring items.

(c) All financial arrangements of or relating to any of the Assets or the Business are fully and accurately reflected in the Accounts.

**6. No changes since Deed Date**

Since the Deed Date:

- (a) there has been no material adverse change in the Assets, the Material Contracts or the liabilities, turnover, earnings, financial condition, trading position or affairs of the Business;
- (b) the Transferor has carried on the Business in the ordinary course and has not entered into any contracts or arrangements other than in the ordinary course of carrying on the Business;
- (c) the Transferor has not incurred or undertaken any material liabilities or obligations (actual or contingent), including Taxation, except in the ordinary course of business;
- (d) the Transferor has carried on the Business in the ordinary course, in a manner comparable to that in which it was conducted for the 12 month period before the Deed Date and with all reasonable care and in accordance with its normal and prudent practice (having regard to the nature of the Business and past practice and so as to comply with all applicable Laws);

- (e) the Transferor has not entered into any Material Contracts or arrangements, or terminated or altered any term of any Material Contracts or arrangements, other than in the ordinary course of the Business or in accordance with this Deed;
- (f) the Transferor has not made, or agreed to make, capital expenditure exceeding in total \$10,000 or incurred or agreed to incur, a commitment or commitments involving capital expenditure exceeding \$10,000, except as disclosed to the Transfer Recipient;
- (g) the Transferor has not acquired or disposed of or dealt with any Assets nor has it entered into any agreement or option to acquire or dispose of any Assets, other than in the ordinary course of business;
- (h) except by operation of Law or in the ordinary course of business, the Transferor has not granted any Encumbrance over any of the Assets;
- (i) the Transferor has not paid or agreed to pay any retiring allowance, superannuation or benefit to any of its officers or Employees, except where the Law requires it;
- (j) the Transferor has not entered into or altered any contract of service with any officers, Employees, contractors or agents, or increased or agreed to increase the rate of remuneration or compensation payable to any of its officers, Employees, contractors or agents, except in the ordinary course of Business;
- (k) the Transferor has not implemented any new accounting or valuation method for the Business or the Assets;
- (l) no major sponsor of the Business has:
  - (i) reduced its level of sponsorship to the Business;
  - (ii) indicated an intention to cease or reduce the volume of its trading with the Business after Transfer; or
  - (iii) materially altered the terms on which it trades with the Business;
- (m) no debt shown in the Accounts has been released or settled for an amount less than that reflected for that debt in the Accounts; and
- (n) no decision has been made by the Transferor which would have an impact on the Assets or the Business, except in the ordinary course of business of the Transferor and those necessary to give effect to this Deed.

**7. Records**

The Records:

- (a) are in the possession or under the control of the Transferor; and
- (b) as far as necessary, have been prepared in accordance with the requirements of the Accounting Standards and all other applicable Laws.

**8. Taxation**

- (a) The Transferor will provide to the Transfer Recipient a notice under section 262A(4AF) or section 262A(4AJA) of the *Income Tax Assessment Act 1936*

(Cth) within the timeframe specified in respect of any capital works deduction claimed, such notice to accurately state all information necessary to enable the Transfer Recipient to work out its eligibility for any capital works deduction.

- (b) Complete copies of all rulings, advices, consents and clearances (**Rulings**) affecting the Assets and received from any Government Agency, have been supplied to the Transfer Recipient, and any transactions carried into effect in reliance on any of those Rulings have been implemented in the manner disclosed in the application for it.
- (c) With respect to any Asset, all Stamp Duty arising under a Tax Law relating to any transaction or document to which the Transferor is or has been a party or by which the Transferor derives, or has or will derive, a benefit has been paid or will be paid prior to Transfer in accordance with the relevant Tax Law (irrespective of whether the Transferor or a Third Party is liable for that Stamp Duty).

**9. GST**

- (a) In this warranty 9:
  - (i) expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning; and
  - (ii) GST Law has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (b) The Transferor is registered for GST and has an ABN.
- (c) The computerised accounting and invoicing systems of the Transferor have GST functionality. For the purposes of this warranty, a system has GST functionality if it:
  - (i) can generate tax invoices and adjustment notes;
  - (ii) provides for GST in respect of supplies or inputs to be recorded as balance sheet items; and
  - (iii) can produce such financial information as may be required to complete a GST return, business activity statement or both.

**10. Plant and Equipment**

- (a) The Transferor legally and beneficially owns (or will at Transfer legally and beneficially own) all the Plant and Equipment free from any Encumbrance.
- (b) Each item of Plant and Equipment and Motor Vehicle:
  - (i) is in a good and safe state of repair and condition, in good working order for its age and capable of doing the work for which it is designed;
  - (ii) has been regularly and properly maintained in accordance with prudent business practice and (where applicable) manufacturers' recommended maintenance procedures, and in a manner that does not prejudice any rights under any maintenance contract;
  - (iii) complies with all applicable Laws and Australian standards in its assembly, fitting, maintenance and operation and is safe to use as currently used;

- (iv) is not used by any person other than the Transferor;
  - (v) is in the Transferor's possession or control; and
  - (vi) is accurately recorded in the asset register of the Transferor.
- (c) The rate of depreciation applied in the Accounts for each item of Plant and Equipment and each Motor Vehicle:
- (i) complies with the Accounting Standards; and
  - (ii) is consistent with the accounts of the Business for the 3 prior financial periods.
- (d) The Transferor has not entered into any finance leases, equipment leases, hiring agreements and other similar arrangements, including leases, hire purchase agreements, conditional purchase agreements and/or credit sale agreements in respect of, and has not sold or agreed to sell, any items of Plant and Equipment on deferred terms.

**11. Real Property**

- (a) The Transferor is and will immediately prior to the Transfer be the registered owner of the Land and:
- (i) the interest of the Transferor so described is and will on Transfer be free from any Encumbrance, except for easements and covenants that are registered, apparent from an inspection of the Land or disclosed in this Deed or the Disclosure Material;
  - (ii) the Transferor has performed and observed, and will up to Transfer continue to perform and observe, all covenants, conditions, agreements and Laws affecting the Land and the use of the Land by the Transferor does not contravene any of them; and
  - (iii) there are no outstanding orders or notices affecting the Land or and there are no proposals of any Government Agency (involving compulsory acquisition or requisition or otherwise) or any other circumstances known which may result in any such order or notice being made or served or which may otherwise affect the Land.
- (b) All rates, Taxes (including land tax), outgoings and levies payable by the Transferor in respect of the Land have been paid.
- (c) There are no disputes relating to any of the Land.
- (d) The Transferor has exclusive occupation and quiet enjoyment of the Land, subject to various tenancies.
- (e) All permissions and consents required under any Law for any building, development, alteration or work carried out on any Land have been obtained, and all applicable conditions have been fully complied with.
- (f) The Transferor complies with all relevant Environmental Laws and has obtained all necessary statutory permits and licences required for the Land.

- (g) Other than as disclosed in the Disclosure Material, the Land is not:
  - (i) subject to any order or notice issued under any Environmental Law;
  - (ii) affected by any existing or proposed Environment improvement plan;
  - (iii) subject to any Environment audit or affected by any existing or proposed Environment improvement plan;
  - (iv) the subject of any charge in favour of any relevant Environment Protection Authority as security for the clean-up or other costs under any relevant Environmental Law;
  - (v) subject to any temporary or conditional planning permission;
  - (vi) subject to any restrictive covenant, exception or reservation which adversely affects its value or use (including its use for the purposes of carrying on the Business);
  - (vii) affected by any claim for native title and the Transferor has not received notice of any proposed claim for native title; or
  - (viii) otherwise adversely affected in any way.
- (h) There are no disputes relating to the Land or its use, including disputes with respect to any easement right or means of access to the Land or with any adjoining or neighbouring owner with respect to boundaries or dividing fences.
- (i) The Land is connected to and enjoys power and waste disposal services and all those connections and services are approved, comply with applicable Laws and the Transferor is not aware of any imminent or likely interruption of the services.
- (j) No Third Party has the right to access, occupy or use the Land, except as disclosed in the Disclosure Material.

## 12. Insurance

- (a) Each contract under which the Transferor is an insured party including in respect of workers' compensation insurance (**Insurance Contract**) is in force and there is no fact or circumstance known to the Transferor that would, or would be reasonably likely to, on or after the Transfer:
  - (i) lead to the Insurance Contract being terminated or ceasing to have effect; or
  - (ii) permit the relevant insurer to refuse or reduce a claim, increase the premium during any applicable period of insurance (other than as permitted by the Insurance Contract) or alter any provision under the Insurance Contract (during any applicable period of insurance).
- (b) Subject to the business interruption insurance not including cover for human and infectious or contagious diseases; vermin, pests or defective sanitary arrangements; food or drink poisoning; murder or suicide, resulting from closure by a public authority, under the Insurance Contracts:

- (i) all of the property and assets of the Transferor of an insurable nature are insured in amounts representing their full replacement or reinstatement value against fire and other risks normally insured against for similar businesses in similar industries; and
  - (ii) the Transferor is adequately insured for such amounts as would be maintained in accordance with prudent business practice in respect of all risks, including in relation to damage to property, personal injury, public liability, product liability, workers' compensation and business interruption.
- (c) To the best of the Transferor's knowledge,
- (i) there are no outstanding Claims as at the Deed Date; and
  - (ii) there are no outstanding insurance premiums payable under the Insurance Contracts.

**13. Intellectual Property Rights**

- (a) Except:
- (i) as disclosed in the Disclosure Material (including regarding the Naming Rights Agreement for York Park/UTAS Stadium); and/or
  - (ii) third party commercial branding (in respect of which the parties intend that the Transfer Recipient will receive an assignment or transfer of the right to use on and from the Transfer Day),
- there are no Intellectual Property Rights owned or used by the Transferor in connection with the Assets or the Business and no person owns or licences to the Transferor any Intellectual Property Rights in connection with any Asset or Business.
- (b) The Transferor has not infringed the Intellectual Property Rights of any other person, and no person has infringed or is presently infringing the Intellectual Property Rights the subject of the Assets (if any).
- (c) The Transferor is not aware of any allegation or basis on which:
- (i) an allegation could be made that the Transferor has infringed the Intellectual Property Rights of any person; or
  - (ii) the validity or effectiveness of the Intellectual Property Rights the subject of the Assets (if any).
- (d) There are no royalties, licence fees or other similar fees payable by the Transferor in connection with the Assets or the Business.

**14. Permits**

- (a) Each of the Permits which the Transferor (or its Employees) holds is in full force and effect, all fees payable by the Transferor under such Permits have been paid and the Transferor has complied at all times with the terms, conditions and other provisions of each relevant Permit.

- (b) There is no fact or matter that might prejudice the continuance or renewal, or result in the revocation or variation in any material respect, of any Permit that the Transferor (or its Employees) holds and the Transferor has not received any notice that such Permit will be revoked, suspended, modified or will not be renewed.
- (c) The Transferor is not aware of any fact or matter that might prejudice the Transfer Recipient's ability to obtain a Permit which the Transferor is not required to hold as a result of the Transferor being the authority responsible for administering such Permit.

**15. Contracts**

- (a) All contracts, arrangements and understandings material to the Assets and the operation of the Business, and full details of those contracts, arrangements and understandings, have been fully disclosed to the Transfer Recipient.
- (b) Every Contract, instrument or other commitment to which the Transferor is a party is valid and binding according to its terms and, without prejudice to any other warranty, no party to the Contract, instrument or commitment is in material default under its terms.
- (c) The Transferor has duly performed and observed all its obligations, and the other parties have duly performed and observed all their obligations, under all the Contracts.
- (d) Any offer, tender or quotation made by the Transferor in respect of any Asset which is outstanding and capable of acceptance by a Third Party, was made in the ordinary course of business.

**16. Compliance with applicable Laws**

The Transferor has complied with all Laws applicable to the conduct of the Business and the use of the Assets, including all:

- (a) building or planning Laws, agreements and permits;
- (b) employment and industrial relations Laws and agreements;
- (c) occupational health and safety Laws; and
- (d) Environmental Laws,

and no contravention or allegation of any contravention of any applicable Law is known to the Transferor.

**17. Litigation**

- (a) Neither the Transferor nor any person for whose acts or defaults the Transferor may be vicariously liable is involved in, or threatened with, any Claim relating to or affecting the Business or any Asset in any court, tribunal or otherwise, and there are no facts or circumstances likely to give rise to any such Claim or Liability.
- (b) There is no unsatisfied Claims against the Transferor relating to or affecting any Asset.

**18. Industrial disputes**

- (a) The Transferor is not a party to any agreement, arrangement or understanding with any trade union, employee association or other similar organisation and is not a member of any employer federation or association.
- (b) There is no strike, labour dispute or campaign, slowdown or representation, election or contest current, pending or threatened against the Transferor by or relating to the Employees.
- (c) There are no facts or circumstances known to the Transferor that may result in a material industrial dispute between the Transferor and any of its employees and no material pay claims have been made, or are likely to be made, by any of them against the Transferor.

**19. Employees and officers**

- (a) Schedule 2 contains a complete list of the Employees and an accurate statement of their total remuneration, benefits and accrued entitlements at the Deed Date.
- (b) All contracts of employment for the Employees to which the Transferor is a party can be terminated by the Transferor by notice of 5 weeks, and the terms of all those contracts have been disclosed in writing to the Transfer Recipient in the Disclosure Material.
- (c) The Transferor has complied with all contractual, statutory, legal and fiscal obligations of and in relation to its employment of its Employees, including all withholding obligations, all codes of practice, collective agreements and awards.
- (d) Other than above-award allowances, the Transferor does not operate any profit share or employee incentive plans or schemes for its Employees or officers.
- (e) The basis of the remuneration payable to the Employees at the Deed Date is the same as that in force at each Accounts Date and that basis will not be altered before Transfer.
- (f) No money other than in respect of remuneration or benefits of employment is payable to any Employee of the Transferor, the Transferor is not under any present, future or contingent liability to pay compensation for loss of office or employment to any ex-officer or ex-employee and there are no payments due in connection with the redundancy of any employee.
- (g) There are no retirement benefit schemes, pension schemes or other pension arrangements, whether legally enforceable or not, relating to the Employees in operation at the Deed Date and no such schemes or arrangements will be established before Transfer.
- (h) If the services of all of the Employees had been terminated on an Accounts Date, then the amount provided for in its books as at that date for long service leave and annual leave would have been sufficient to provide for all long service leave and annual leave pay that would have then been due to those Employees.

**20. Superannuation**

- (a) As at Transfer, the Transferor has satisfied all employer superannuation obligations in respect of any person for which the Transferor is required to make superannuation contributions pursuant to any relevant legislation, contract, award



or other industrial instrument requiring the payment of superannuation contributions, including with respect to the Defined Benefits Employees who participate in the Defined Benefits Fund.

- (b) As at Transfer, the Defined Benefits Fund will be fully funded with respect to the Defined Benefits Employees that participate in the Defined Benefits Fund, meaning there are no unfunded liabilities with respect to those Defined Benefits Employees.

**21. Computer systems and software**

- (a) Any computers and computer systems forming part of the Assets (**Computers**):
  - (i) are in full operating order and are fulfilling the purposes of which they were acquired or established in an efficient manner without material downtime or errors;
  - (ii) have adequate capacity for the present needs of the Business;
  - (iii) have adequate security, hardware and software support and maintenance and trained personnel to ensure, so far as is reasonable, that breaches of security, errors and breakdowns are kept to a minimum and that no material disruption will be caused to the Business or any material part of it if there is a breach of security, error or breakdown;
  - (iv) are owned by the Transferor, are under the sole control of the Transferor, are located in premises occupied by the Transferor and are not shared with or used by or on behalf of or accessible by any other person;
  - (v) are not obsolete and are not likely to be in need of replacement or material upgrading within 2 years after Transfer; and
  - (vi) have been maintained or serviced only in accordance with the proper maintenance or service contract for the relevant Computer.
- (b) All Records stored by electronic means are capable of ready access through the present computer systems of the Transferor and the Business, provided that the Transfer Recipient obtains software to access those Records.
- (c) No person other than an employee or agent of the Transferor is in a position, by virtue of his or her rights in, knowledge of or access to any of the Computers or any part of them (including software), to:
  - (i) prevent or impair the proper and efficient functioning of the Computers or to demand any payment in excess of any current licence fee or in excess of reasonable remuneration for services rendered; or
  - (ii) impose any onerous condition in order to preserve the proper and efficient functioning of the Computers in the future.

**22. Privacy**

- (a) The Privacy Laws have been complied with by the Transferor and each of its Representatives in collecting, using, disclosing and otherwise handling Personal Information.

- (b) As long as the Transfer Recipient's use of Personal Information after Transfer remains consistent with the Transferor's use of Personal Information before Transfer, the Transferor has procured any necessary consents, authorisations and approvals required under the Privacy Laws to ensure the continued use of Personal Information by the Transfer Recipient in the course of or in connection with the Business will not breach the Privacy Laws.
- (c) Without limiting warranties 22(a) and 22(b), in collecting, using, disclosing and otherwise handling Personal Information the Transferor has in place a privacy policy addressing Personal Information collected, used, disclosed and otherwise handled in the course of or in connection with the Business that is compliant with the Privacy Laws.
- (d) The Transferor has not received, and is not aware of any circumstances which could give rise to, any privacy complaint in connection with any Personal Information collected, used, held or disclosed in the course of or in connection with the Business.
- (e) The Transferor is permitted to disclose Personal Information to the Transfer Recipient for the purpose of performing this Deed and proceeding with Transfer.
- (f) The Transfer Recipient is permitted to use Personal Information for the purpose of performing this Deed and proceeding with the Transfer.

**Schedule 7 – The Disclosure Material**

(Clause 20.2)

Not applicable

**Schedule 8 – Transitional Services**

(Clause 13.4)

No.	Activity/service	Earliest cessation date
1.	<p><b>IT Services – Tranche 2 – Data Migration</b></p> <p>The Transferor will support and dedicate sufficient resources to the transfer of all information and data related to:</p> <ul style="list-style-type: none"> <li>1.1 HR / payroll data;</li> <li>1.2 finance / procurement data (incl. supplier details);</li> <li>1.3 asset management data; and</li> <li>1.4 other relevant data from various the Transferor's document management systems (e.g N and R drives, historical data out of TechOne, etc.).</li> </ul>	6 months from Transfer
2.	<p><b>IT Services – Tranche 3</b></p> <p>The Transferor will provide the following systems and services to the Transfer Recipient:</p> <ul style="list-style-type: none"> <li>2.1 reasonable access to the Transferor's fibre and network;</li> <li>2.2 reasonable access to telephone and other utility services;</li> <li>2.3 reasonable access to the Transferor's and any third party applications required to operate the Stadium (e.g. Building Management System, CCTV, phone system, controlled door system, irrigation system, etc.), provided that such access does not result in the Transferor breaching any agreement; and</li> <li>2.4 continued support and maintenance of the abovementioned systems until the earliest cessation date.</li> </ul>	6 months from Transfer

**Executed** as a deed.

**Signed, Sealed and Delivered** for and on behalf of **Stadiums Tasmania** ABN 83 715 326 005 by its duly authorised representative in the presence of:

.....  
Signature of witness

.....  
Signature of authorised representative

.....  
Name of witness  
(please print)

.....  
Name of authorised representative  
(please print)

***[COL to insert execution block for deed]***

**Annexure 1 – Plant and Equipment**

Refer to the attached.

**Annexure 2 – Transfer Notice**

**Annexure 3 – Consent Letter**

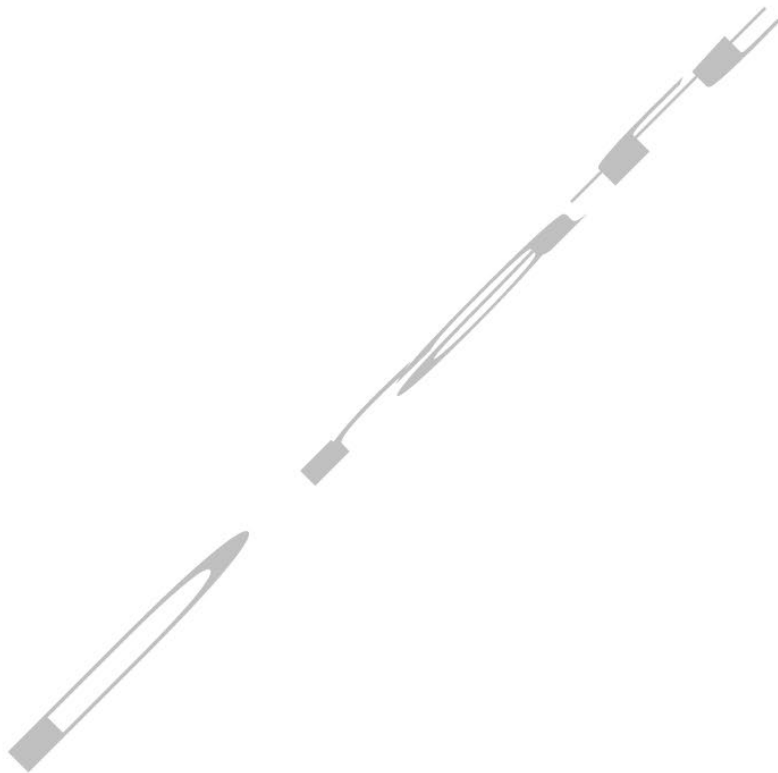


**Annexure 4 – Cooperation Agreement**

**Annexure 5 – Draft Plan of Subdivision Survey**

### Annexure 6 – Specified Assets

1. Variable LED ribbon message boards around the perimeter fencing of the playing surface.
2. 2 x large, outdoor digital display boards, being:
  - (a) the York Park Video Screen on Railway Workers Hill (Asset 450219); and
  - (b) the York Park RACT Stand Replay Screen, located on the southern stand (Asset 448340).
3. Western Grandstand Central Lift/Elevator.



K&L GATES

## Cooperation Agreement

Stadiums Tasmania  
ABN 83 715 326 005

and

Launceston City Council  
ABN 73 149 070 625

**K&L Gates**  
Melbourne office  
Ref: 7394144.00001

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## Cooperation Agreement

### Date

### Parties

1. **Stadiums Tasmania** ABN 83 715 326 005 of Level 3, 99 Bathurst Street, Hobart TAS 7000 (**Stadiums Tasmania**)
2. **Launceston City Council** ABN 73 149 070 625 of Town Hall, 18-28 St John Street, Launceston TAS 7250 (**COL**)

### Background

- A. Pursuant to the Stadiums Tasmania Act, Stadiums Tasmania has been established, among other things, to own, acquire, manage, operate, maintain, plan for and invest in the development of the major public stadiums of Tasmania.
- B. Stadiums Tasmania and COL have entered into the Consent Deed which sets out the terms and conditions which apply to the transfer of the Assets from COL to Stadiums Tasmania pursuant to the Transfer Notice.
- C. On and from the Transfer:
  - (a) Stadiums Tasmania will be responsible for managing and operating the Land; and
  - (b) COL will be responsible for managing and operating the COL Land.
- D. Each party has agreed to provide the relevant Commitments to ensure that the COL Land and the Land are operated in a harmonious and commercially sustainable manner and to facilitate the ongoing relationship between the parties.

### Agreed terms

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this Agreement:

**Agreement** means this agreement including the background, any schedules and any annexures;

**Assets** means the Stadium and other assets that Transfer from COL to Stadiums Tasmania pursuant to the Transfer Notice and subject to the Consent Deed, including the Land that is specified in the Transfer Notice;

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Launceston, Tasmania;

**City Activation** means a program for activating and re-energising the local businesses, organisations, consumers, local precincts, communities and local economy in Launceston, Tasmania in order to:

- (a) increase and drive visitation to the Precinct;
- (b) increase economic activity and spend for city businesses; and
- (c) celebrate the Precinct offering through bringing innovative activities to the Precinct;

**COL Commitments** means the commitments made by COL in favour of Stadiums Tasmania under clause 2;

**COL Land** means any land owned by COL in close proximity to the Stadium that is not transferred to Stadiums Tasmania pursuant to the Transfer Notice or any subsequent transfer instrument, but excluding the Northern Inveresk Car Park and the land occupied, or used, by the Queen Victoria Museum and Art Gallery;

**Commercial Rate** means the ordinary commercial rates to hire the Stadium and/or the Land that are offered by Stadiums Tasmania to commercial operators from time to time;

**Commitments** means:

- (a) in respect of COL, the COL Commitments; and
- (b) in respect of Stadiums Tasmania, the ST Commitments;

**Confidential Information** means all information belonging or relating to a party to this Agreement, whether oral, graphic, electronic, written or in any other form, that is:

- (a) or should reasonably be regarded as, confidential to the party to whom it belongs or relates; or
- (b) not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement;

**Consent Deed** means the consent deed between Stadiums Tasmania and COL dated on or around the date of this Agreement which contains the terms and conditions which apply to the transfer of the Assets from COL to Stadiums Tasmania;

**Councillors** means the council members elected to the Launceston City Council from time to time;

**Event** means an event, fixture or other organised congregation that is held, or scheduled to be held, at the Stadium and/or on the Land including for sporting, entertainment, commercial or other community purposes;

**Event of Default** means, in relation to a party, the occurrence of any one or more of the following events or circumstances:

- (a) the party fails to comply with any of its obligations under this Agreement;
- (b) any representation, warranty or statement made or repeated by the party in or in connection with this Agreement is untrue or misleading in any material respect (including by omission) when so made or repeated;
- (c) the party becomes unable to perform all of its obligations and take all actions contemplated under this Agreement; or



- (d) a material provision of this Agreement that purports to impose an obligation on the party is or becomes void, voidable, illegal or unenforceable or of limited effect;

**Force Majeure Event** means any act, event or cause, other than a lack of funds, which:

- (a) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this Agreement; and
- (b) is beyond the reasonable control of that party;

**Government Agency** means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

**Land** means all land that is transferred from COL to Stadiums Tasmania pursuant to the Transfer Notice or any subsequent transfer instrument;

**Minister** means the Tasmanian Minister for Sports and Events, which is currently Nicholas John Henry Duigan MLC;

**Northern Inveresk Car Park** means the car park the subject of the Car Park Licence (as defined in the Consent Deed);

**Precinct** means the Stadium and the areas in proximity or adjacent to the Stadium, including the Land and the COL Land;

**Promotional Materials** means marketing materials and other published content that are designed to publicise and promote an Event including banners, flags and core flutes;

**Regulatory Authority** has the meaning given in clause 6(b);

**Stadium** means University of Tasmania Stadium, Launceston otherwise known as York Park located at 2 Invermay Rd, Invermay TAS 7248;

**Stadium Redevelopment** means the proposed expansion and redevelopment of the Stadium announced by the Department of State Growth through Infrastructure Tasmania in relation to which the Australian Government and Tasmanian Government have committed \$130 million funding;

**Stadiums Tasmania Act** means the *Stadiums Tasmania Act 2022 (Tas)*;

**ST Commitments** means the commitments made by Stadiums Tasmania in favour of COL under clause 3;

**Term** has the meaning given in clause 11.1;

**Transfer** means the transfer of the Assets to Stadiums Tasmania pursuant to the Transfer Notice; and

**Transfer Notice** means a notice published by the Minister in the gazette under which the Assets are transferred from COL to Stadiums Tasmania under the Stadiums Tasmania Act.

## 1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) headings are used for convenience only and do not affect the interpretation of this Agreement;
- (c) other grammatical forms of a defined word or expression have a corresponding meaning;
- (d) a reference to a document is to that document as amended, novated, supplemented, extended or restated from time to time;
- (e) a reference to a party is to a party to this Agreement and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;
- (h) "month" means calendar month and "year" means 12 consecutive months;
- (i) a reference to a thing (including a right) includes a part of it but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (j) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (k) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;
- (l) a reference to a time of day is to that time in Launceston, Australia; and
- (m) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body.

## 2. COL Commitments

### 2.1 Stadium Redevelopment assistance

- (a) Subject to clause 2.1(b), on and from the Transfer, COL will provide all reasonably required support and assistance to Stadiums Tasmania in relation to the Stadium Redevelopment, which includes but is not limited to:
  - (i) providing reasonable assistance required by Infrastructure Tasmania; and
  - (ii) facilitating Stadiums Tasmania's involvement in the redevelopment process with the relevant stakeholders and contractors (to the extent relevant).
- (b) The requirement for COL to comply (from time to time) with clause 2.1(a) is conditional upon Stadiums Tasmania paying, or agreeing to pay, the direct cost to

COL of COL's compliance with clause 2.1(a), including any overheads or employee expenses of COL (**Relevant Costs**).

- (c) For the purposes of this clause 2.1, Stadiums Tasmania and COL must agree in writing the Relevant Costs and COL must provide reasonable documentation to substantiate the calculation of the Relevant Costs.

## 2.2 Launceston City Activation

- (a) On and from the Transfer, COL may, but is not bound to, support and invest in the City Activation during the lead up to Events held on the Land, including by:
  - (i) marketing and advertising the relevant Events to potential patrons and businesses in Launceston, Tasmania;
  - (ii) designing, printing, installing and removing Promotional Materials throughout Launceston, Tasmania that advertise Events; and
  - (iii) providing such reasonable support and assistance on days when Events are held on the Land, as reasonably required by Stadiums Tasmania.
- (b) Without limitation to clause 2.2(a), for a period of 2 years following the Transfer, COL must maintain at least the same level of investment in City Activation for Australian Football League games hosted by the Stadium as it did in the 12 months preceding the Transfer.

## 2.3 No detriment

- (a) On and from the Transfer, COL will not do anything with the intent to cause harm to Stadiums Tasmania that:
  - (i) will interfere with Stadiums Tasmania's operations or any Event held at the Stadium; or
  - (ii) will interfere to the detriment of Stadiums Tasmania with the relationship between Stadiums Tasmania and any sponsors, suppliers, employees or customers.
- (b) For the avoidance of any doubt, if the restriction in clause 2.3(a) is or becomes invalid or unenforceable for any reason:
  - (i) clause 15.6 of this Agreement applies; and
  - (ii) without limiting the operation of that clause, if the covenant or restriction in question would be valid or enforceable if any activity was deleted or time was reduced, then the clause must be read down by deleting that activity, or reducing that period, to the minimum extent necessary to achieve that result.
- (c) COL acknowledges that the restrictions imposed by clause 2.3(a):
  - (i) are reasonable in their extent (as to duration and restrained conduct) having regard to the interests of Stadiums Tasmania; and
  - (ii) extend no further, in any respect, than is reasonably necessary and is solely for the protection of Stadiums Tasmania and the goodwill of its business.

- (d) COL acknowledges that in relation to this Agreement and in particular this clause 2.3, COL has received legal advice or has had the opportunity of obtaining legal advice.
- (e) COL acknowledges and agrees that monetary damages alone may not be adequate compensation to Stadiums Tasmania for a breach by COL of this clause 2.3 and that Stadiums Tasmania is entitled to seek injunctive relief from a court of competent jurisdiction if:
  - (i) COL fails to comply with any obligation under this clause 2.3 or threatens to do so; or
  - (ii) Stadiums Tasmania has reason to believe COL will not comply with any obligation under this clause 2.3.

### 3. ST Commitments

#### 3.1 Advisory Group

As soon as reasonably practicable after the Transfer, Stadiums Tasmania must:

- (a) establish an advisory group (**Advisory Group**) for the purposes of discussing Precinct planning and other matters relevant to the strategic focus of the Stadium (**Strategic Focus**);
- (b) ensure that the terms of reference or other constituent documents of the Advisory Group require that the Advisory Group includes 3 permanent representatives from COL; and
- (c) use reasonable endeavours to ensure that the Advisory Group meets at least 4 times per calendar year (where the number of meetings in the first calendar year after the Transfer will be adjusted on a pro rata basis based on the date of the Transfer).

#### 3.2 Collaboration commitment

On and from the Transfer, Stadiums Tasmania will cooperate and collaborate with COL with respect to the Strategic Focus, which will include an annual meeting with the Councillors to:

- (a) provide an update about the Stadium and the Events held or planned to be held at the Stadium;
- (b) discuss any matters relevant to the Strategic Focus; and
- (c) respond to any questions that the Councillors may reasonably have about the Strategic Focus.

#### 3.3 Two-Tiered Fee Structure

- (a) During the Term, Stadiums Tasmania must establish a fee structure for hire and use of the Stadium pursuant to which local users located in the COL municipality (**Local Users**) will be permitted to hire the Stadium (or part thereof) at a price that is discounted (**Discount**) from the Commercial Rate (**Local Prices**) (**Two-Tiered Fee Structure**).

- (b) From the Transfer until 31 August 2025, the Local Prices will be as set out in Annexure 1.
- (c) Subject to clause 3.3(d), on 1 September in each year of the Term, Stadiums Tasmania may, in its absolute discretion, increase the Local Prices for the following year of the Term (**Price Review**).
- (d) At each Price Review, Stadiums Tasmania must not increase the Local Prices by more than the lower of the following:
  - (i) 5.0%; and
  - (ii) the change in the consumer price index for Hobart, Tasmania as published by the Australian Bureau of Statistics (**ABS**) in the 12 months preceding the date of the most recent publication by the ABS prior to the date of the Price Review.
- (e) Stadiums Tasmania may, in its absolute discretion, determine any other relevant terms of the Two-Tiered Fee Structure, including:
  - (i) the criteria for Local Users to be eligible for the Discount; and
  - (ii) the minimum number of Events held at the Stadium by Local Users in each calendar year.

#### **4. General rights and duties**

In performing their respective obligations and Commitments under this Agreement, Stadiums Tasmania and COL must comply with all relevant provisions of:

- (a) all applicable laws for the time being in force; and
  - (b) all applicable standards and codes of practice, if any, for the time being in force,
- and ensure that each of their employees, officers, agents and contractors (if any) also do so.

#### **5. Representations and warranties**

##### **5.1 Representations and warranties**

Each party represents and warrants that, as at the date of execution of this Agreement and on each day during the Term:

- (a) it has full legal capacity and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;
- (b) all actions that are necessary or desirable to authorise its entry into this Agreement and its carrying out of the transactions that this Agreement contemplates;
- (c) it holds each authorisation that is necessary or desirable to:
  - (i) execute this Agreement and to carry out the transactions that this Agreement contemplates; and

- (ii) ensure that this Agreement is legal, valid, binding and admissible in evidence,

and it is complying with any conditions to which any of these authorisations is subject;

- (d) this Agreement constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms, subject to any necessary stamping or registration; and
- (e) neither its execution of this Agreement, nor the carrying out by it of the transactions that this Agreement contemplates, does or will:
  - (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
  - (ii) contravene any authorisation; or
  - (iii) contravene any undertaking or instrument binding on it or any of its property.

## 5.2 Reliance on representations and warranties

Each party acknowledges that each other party has executed this Agreement and agreed to take part in the transactions contemplated by this Agreement in reliance on the representations and warranties that are made in this clause 5.

## 6. COL's limitation of liability

Despite any other provision of this Agreement, the parties acknowledge and agree that:

- (a) COL has entered into this Agreement in its capacity as a body corporate under the provisions of the *Local Government Act 1993 (Tas)*;
- (b) without limitation, nothing contained in this Agreement will fetter or affect COL's functions, responsibilities and discretions when acting as a regulatory authority under the Acts it administers (including but not limited to its role as planning authority under the *Land Use Planning and Approvals Act 1993 (Tas)*) (**Regulatory Authority**), in relation to the subject matter of this Agreement;
- (c) COL is unable to assist or influence the decisions and actions of the Regulatory Authority in respect of the subject matter of this Agreement;
- (d) the decisions and actions of the Regulatory Authority may have an adverse effect on the subject matter of this Agreement; and
- (e) Stadiums Tasmania will have no claim under this Agreement for compensation, and COL will not be in any way liable to Stadiums Tasmania or otherwise, for the decisions and actions taken by the Regulatory Authority in respect of the subject matter of this Agreement.

## **7. Force Majeure**

### **7.1 Giving of notice**

If a party to this Agreement is affected by a Force Majeure Event that party must as soon as practicable give the other party written notice of that fact including:

- (a) reasonable particulars of the Force Majeure Event;
- (b) details of the obligations affected by it and the extent to which they are affected;
- (c) an estimate of its likely duration; and
- (d) the steps taken to rectify it.

### **7.2 Liability for force majeure**

Subject to clause 7.3, if a Force Majeure Event occurs, the obligations and Commitments under this Agreement of both parties are suspended, to the extent to which they are affected by the Force Majeure Event, for the duration of the Force Majeure Event.

### **7.3 Effort to overcome**

A party who has given notice of a Force Majeure Event under clause 7.1 must:

- (a) use its reasonable endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as reasonably possible; and
- (b) keep the other party regularly informed as to the steps or actions being taken to achieve this.

### **7.4 Right of termination**

If a Force Majeure Event continues for more than 180 consecutive days, either party may terminate this Agreement by giving at least 30 days' notice to the other party.

## **8. Confidentiality**

### **8.1 Obligations of confidentiality**

Each party (**Receiving Party**) receiving, possessing or otherwise acquiring Confidential Information of any other party (**Disclosing Party**) acknowledges that the Disclosing Party's Confidential Information is the property of, confidential to or a trade secret of the Disclosing Party. Subject to clause 8.2, the Receiving Party must:

- (a) keep the Disclosing Party's Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
- (b) take all reasonable steps to secure and keep secure all the Disclosing Party's Confidential Information coming into its possession or control;
- (c) only use the Confidential Information of the Receiving Party to the extent necessary to perform its obligations under this Agreement; and

- (d) not memorise, modify, reverse engineer or make copies, notes or records of the Disclosing Party's Confidential Information for any purpose other than in connection with, and to the extent required for, the performance by the Receiving Party of its obligations under this Agreement.

## 8.2 Exceptions

The obligations of confidentiality under clause 8.1 do not apply to this Agreement or any information that:

- (a) is or becomes generally available to the public (other than by reason of a breach of this Agreement);
- (b) is required to be disclosed by any applicable law; or
- (c) with respect to COL as the Receiving Party, is disclosed by COL (including to the public):
  - (i) in order to obtain any required endorsement of the Councillors to enter and or enforce this Agreement or perform its obligations or comply with its Commitments under this Agreement; or
  - (ii) to perform its functions as a Regulatory Authority,provided that COL first notifies Stadiums Tasmania of the proposed disclosure.

## 9. Public announcements

### 9.1 Making announcements

A party must not make, or authorise or cause to be made, any public announcement relating to the negotiations between the parties or the subject matter of this Agreement unless it has given the other party 24 hours' prior written notice of the proposed announcement.

### 9.2 Minister

Nothing in this clause 9 or any other provision of this Agreement, restricts or in any way inhibits the Minister's ability to make a public announcement in relation to the subject matter of this Agreement in accordance with applicable Laws.

## 10. Dispute resolution

### 10.1 Delivering a Dispute Notice

If any dispute, controversy or claim arises between the COL and Stadiums Tasmania arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination (**Dispute**), either party may deliver to the other party a written notice (**Dispute Notice**) which sets out:

- (a) the nature of the Dispute; and
- (b) the relief or remedy that the party seeks.



## 10.2 Parties must negotiate

During the period of 20 Business Days after delivery of the Dispute Notice, or any longer period agreed in writing by COL and Stadiums Tasmania (**Initial Period**), each of those parties must use its reasonable endeavours and act in good faith to resolve the Dispute by discussion and negotiation.

## 10.3 Referral to expert

- (a) If the Dispute is not resolved within the Initial Period, then the Dispute must be resolved by expert determination administered by the Australian Disputes Centre (**ADC**) and conducted in accordance with the ADC Rules for Expert Determination which are operating at the time the Dispute is referred to ADC (**Rules**).
- (b) The terms of the Rules are incorporated into this Agreement.

## 10.4 Other proceedings

No party may commence any judicial proceedings in relation to the Dispute unless those proceedings are commenced for the purpose of enforcing this clause 10 or to seek interlocutory relief.

## 11. Term, default and termination

### 11.1 Term

This Agreement commences at the time of the Transfer and, unless it is terminated by mutual agreement between the parties or is terminated earlier under clause 7.4 or this clause 11, continues until 31 August 2028 (**Term**).

### 11.2 Default notice

If an Event of Default occurs in relation to a party (**Defaulting Party**), the other party (**Non-Defaulting Party**) may give a notice (**Default Notice**) to the Defaulting Party specifying the Event of Default and requiring the Defaulting Party to remedy the default within 20 Business Days after the Default Notice is given to the Defaulting Party.

### 11.3 Suspension

- (a) If the Non-Defaulting Party gives a Default Notice to the Defaulting Party, the Non-Defaulting Party may suspend its compliance with all of its Commitments until the Event of Default has been remedied by the Defaulting Party (**Suspension Period**).
- (b) The Defaulting Party has no rights, claims or remedies against the Non-Defaulting Party as a result, or in connection with, the Non-Defaulting Party's non-performance of its Commitments during the Suspension Period or such reasonable period thereafter required to recommence compliance with its Commitments.
- (c) If the Defaulting Party remedies or rectifies the relevant Event of Default, the Non-Defaulting Party must, as soon as reasonably practicable, resume compliance with its Commitments.

### 11.4 Termination notice

If the Defaulting Party:

- (a) receives a Default Notice and does not comply with the notice within the relevant period referred to in clause 11.2; or
- (b) receives a Default Notice on 3 occasions in any period of 12 months,

the other party, without limiting its other rights and remedies, may terminate this Agreement by giving to the Defaulting Party notice with immediate effect.

## 12. Consequences of expiry or termination

### 12.1 Consequences generally

Subject to clause 12.2, on the expiry or termination of this Agreement, this Agreement is at an end as to its future operation except for the enforcement of any right or claim that arises on, or has arisen before, the expiry or termination.

### 12.2 Clauses surviving termination

Despite any other provision of this Agreement, this clause 12 and clauses 1 (Definitions and interpretation), 5 (Representations and warranties), 8 (Confidentiality), 9 (Public announcements), 10 (Dispute resolution); 14 (Notices) and 15 (General) survive the expiry or termination of this Agreement.

## 13. GST

### 13.1 Interpretation

In this clause 13:

- (a) terms or expressions which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) have the same meaning as in the GST Act; and
- (b) any reference to a party includes the representative member of a GST group of which that party is a member.

### 13.2 Consideration excludes GST

Unless otherwise expressly stated, all consideration to be paid or provided under this Agreement is expressed exclusive of GST.

### 13.3 Payment of GST

- (a) If GST is payable on any supply made under this Agreement, the recipient must pay to the supplier an additional amount (**GST Amount**) equal to the GST payable on that supply at the same time as the consideration for the supply is to be paid or provided.
- (b) Clause 13.3(a) does not apply to the extent that:
  - (i) the consideration for the supply is stated to include GST; or
  - (ii) GST on the supply is reverse charged and payable by the recipient.

#### 13.4 Tax invoice

The recipient need not pay the GST Amount until it has received a tax invoice or adjustment note, as the case may be.

#### 13.5 Adjustment events

If an adjustment event arises in relation to a supply made under this Agreement, the GST Amount must be adjusted to reflect that adjustment event. A corresponding payment must be made by the supplier to the recipient or by the recipient to the supplier, as the case may be.

#### 13.6 Calculation of amounts

If this Agreement requires an amount to be calculated by reference to another amount (**Reference Amount**) that will be:

- (a) received for a taxable supply; or
- (b) paid for a creditable acquisition,

then the Reference Amount must be reduced so as to exclude any part of the Reference Amount paid or received on account of GST, as the case may be.

#### 13.7 Survival

This clause 13 will survive and continue to apply following the termination or completion of this Agreement.

### 14. Notices

Any notice or other communication to or by a party under this Agreement:

- (a) must be given in accordance with this clause 14;
- (b) may be given by personal service, post or by email;
- (c) must be in writing, legible and in English addressed (depending on the manner in which it is given) as shown below:

- (i) If to Stadiums Tasmania:

Address: Level 3, 99 Bathurst Street, Hobart TAS 7000

Attention: James Avery

Email: james.avery@stadiumstasmania.org

- (ii) If to COL:

Address: Town Hall, 18-28 St John Street, Launceston TAS 7250

Attention: Sam Johnson

Email: Sam.johnson@launceston.tas.gov.au

or addressed in accordance with any updated details last notified by the party to the sender by notice given in accordance with this clause;

- (d) must be signed by that party's authorised officer, agent or representative; and
- (e) is deemed to be given by the sender and received by the addressee:
  - (i) if delivered in person, when delivered to the addressee;
  - (ii) if posted, at 9.00 am on the third Business Day after the date of posting to the addressee whether delivered or not; or
  - (iii) if sent by email, 2 hours after the time the email is sent to the recipient's email address set out in the specified contact details in clause 14(c) (as updated from time to time), as recorded on the sender's email system, unless the sender receives, within that time period, an automatic notification (other than an out of office message) indicating that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

## **15. General**

### **15.1 Entire understanding**

- (a) This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes, terminates and replaces all prior agreements and communications between the parties concerning that subject matter.
- (b) Each party acknowledges that, except as expressly stated in this Agreement, it has not relied on any representation, warranty, undertaking or statement made by or on behalf of another party in relation to this Agreement or its subject matter.

### **15.2 No adverse construction**

No provision of this Agreement is to be construed to the disadvantage of a party solely because that party was responsible for preparing or proposing this Agreement or the provision.

### **15.3 Further assurances**

A party, at its own expense and within a reasonable time of being requested by the other party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Agreement.

### **15.4 No waiver**

- (a) A failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on a party by or in respect of this Agreement does not operate as a waiver by that party of the power, right or remedy.

- (b) A single or partial exercise of any power, right or remedy does not preclude a further exercise of it or the exercise of any other power, right or remedy.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

#### **15.5 Remedies cumulative**

Except as set out in this Agreement, the powers, rights and remedies under this Agreement are cumulative with and not exclusive of any powers, rights and remedies provided by law independently of this Agreement.

#### **15.6 Severability**

Any provision of this Agreement which is invalid in any jurisdiction must, in relation to that jurisdiction, be:

- (a) read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) severed from this Agreement in any other case,

without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

#### **15.7 No assignment**

A party cannot assign or otherwise deal with the benefit of this Agreement without the prior written consent of the other party.

#### **15.8 Consents and approvals**

Unless this Agreement provides otherwise, where anything depends on the consent or approval of a party, then that consent or approval may be given conditionally, unconditionally or withheld, in the absolute discretion of that party.

#### **15.9 No variation**

This Agreement cannot be amended or varied except in writing signed by the parties.

#### **15.10 Costs**

Each party must pay its own legal costs of and incidental to the preparation and completion of this Agreement.

#### **15.11 Execution and delivery**

By executing this Agreement, a party intends:

- (a) to be immediately bound by this Agreement; and
- (b) for such execution to constitute delivery of this Agreement to each other party.

#### **15.12 Relationship of parties**

Unless this Agreement expressly provides otherwise, nothing in this Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

#### **15.13 Counterparts**

If this Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document. A party may sign a counterpart by executing a signature page and electronically transmitting a copy of the signed page to the other party or its authorized representative.

#### **15.14 Governing law and jurisdiction**

- (a) This Agreement is governed by and must be construed in accordance with the laws of Tasmania.
- (b) The parties submit to the exclusive jurisdiction of the courts of Tasmania and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.
- (c) Each party waives any rights to:
  - (i) object to the venue of any proceedings; or
  - (ii) claim that the proceedings have been brought in an inconvenient forum or that the courts of another place are a more convenient forum,if the proceedings have been brought in a court referred to in clause 15.14(b).

**Executed** as an Agreement.

***[Relevant execution blocks to be inserted for each party]***

**Annexure 1 – Local Prices**

Item	Price
Training Fee – 2 hr session (no lights)	\$227.00
Training Fee – 2 hr session (with Lights)	\$290.00
Change Rooms	\$85.00
Day Match	\$1,330.00
Night Match	\$2,215.00
Finals – Dependent on number of matches and facilities used	TBC
Fun Runs	\$425.00



**K&L GATES**

[klgates.com](http://klgates.com)

**POSTED ON FACEBOOK 25-11-2023**



Thursday, December 22, 2022

## YORK PARK OBJECTION

*Protect the people's assets and investments*

MINUTES: ITEM 16.3 DEC 15 2022

**MINUTES**  
16.3 Intention to Dispose of York Park and Associated Land to Stadiums Tasmania  
FILE NO: SF6860  
AUTHOR: Duncan Campbell (Team Leader Legal Services)  
CHIEF EXECUTIVE OFFICER APPROVAL: Michael Brodwin  
SECTION STATEMENT: To consider forming an intention to dispose of York Park to Stadiums Tasmania.  
RELEVANT LEGISLATION: Local Government Act 1993 (Tas) Stadiums Tasmania Act 2022  
RECOMMENDATION: That Council  
- pursuant to **section 17B** of the Local Government Act 1993 (Tas), form an intention to transfer York Park and associated land and assets of 22 Erasmey Road, Invermay to Stadiums Tasmania for optional consideration, with such **land totaling approximately 9.4ha** as indicated as Lot 1 as shown in the map below.

**INTRODUCTION TO MY OIJECTION ... Posted December 2022**

This proposal to hand the 'community asset' that York Park is, over to some new and unproven entity, **Stadiums Tasmania**, must be challenged and from various perspectives.

Firstly, it has to be said that timing and its consequences has to be called out for its cynical **Machiavellism** – *albeit quite, quite detectable*. For whatever reason that this might be the case, it is both concerning and alarming in the context of **'local governance'**. Moreover, that this 'initiative' essentially came about on the part of the CEO, and 'management'.

Plus it comes to light as the community debate warms up relative to the extraordinary expenditure being talked up in regard to the **proposed Mac Point Stadium in Hobart**.

Not so coincidentally, the initiative came before the newly elected Council at the cusp of 'holiday season' with its next step set for its progress forward being for **'OBJECTIONS'** called for by **January 21 2023** and with Council itself meeting four days later on **January 25** to consider objections.

As Niccolò Machiavelli, once said, "everyone sees what you appear to be, few experience what you really are."

Ray Norman  
Ratepayer Launceston Tas

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# YORK PARK OBJECTION

*Protect the people's assets and investments*

Home	UTAS AND LOCAL GOVT	TASMANIAN LOCAL GOVT ACT	AFL STADIUM BUSINESS CASE
CITY OF LAUNCESTON COUNCILLORS & EXECUTIVE	STATUS QUO	PRESS	CONTENT
STADIUMS TASMANIA	COMMUNITY OF OWNERSHIP & INTEREST	NATURAL JUSTICE	GOOD GOVERNANCE GUIDE
MEDIA RELEASES	CONTACT INFORMATION	ELIZABETH GARDENS	WHAT COUNCIL IS PROPOSING TO GIVE AWAY!
MAKING A SUBMISSION TO LOCAL GOVERNMENT	SUBMISSION TO CITY OF LAUNCESTON COUNCIL JANUARY 2023		
	SECTION 65 LOCAL: GOV ACT		

Thursday, December 22, 2022

LINK <https://yorkparkobjection.blogspot.com/>

## RESUBMISSION OF MY OBJECTION

Mayor Garwood, Councillors and to whoever it may concern,

Update: Since late 2022 seemingly negotiations between the City of Launceston and the relevant State Government authorities have been ongoing. During that time there has not been a meaningful community consultation process initiated relevant to the disposal of this significant community asset.

Moreover, the city's ratepayers have invested millions of dollars in the asset at the expense the provision of other much needed amenities and community projects over a very long period of time.

The rationale for handing this asset to an unproven State Government entity is ill founded. Also, the community has not been provided with the appropriate opportunity to test and contest the veracity of the rationale now being acted upon.

Unless and until that happens, the City of Launceston Council lacks the social licence and moral authority to proceed with the disposal of this community asset given the fiscal social and cultural consequences of so doing. Therefore I object most strongly to the City of Launceston gifting this asset to an unproven, untested, Tasmanian State Government instrumentality.

Ray Norman

## SUBMISSION TO CITY OF LAUNCESTON COUNCIL JANUARY 2023

LINK <https://yorkparkobjection.blogspot.com/>

I object most strongly to the City of Launceston's determination at its meeting December 15 2022, namely to hand the '**community asset**' that York Park is, over to some new and unproven entity, Stadiums Tasmania – *or indeed any entity without meaningful community consultation.*

There are at least four grounds upon which to object to this transfer of community assets from an indirect representational democratic governance body: The grounds being:

- .. Firstly, Stadiums Tasmania's reason for being, is to be a statutory authority, formed to own, manage and develop Tasmania's major stadium assets, supposedly worth approximately \$200Million – \$90PlusMillion of which it seems is York Park – is blatantly self-serving.
- .. Secondly, the 'ownership issue' as is being acted upon, is totally at odds with the multidimensional, multifaceted, York Park Community of Ownership and Interest (COI) imperatives. An extraordinary number of people have legitimate 'ownerships and interests' invested in York Park as a 'place'. There is a class of 'rankism' evident in almost every aspect of what is being proposed in this initiative.
- .. Thirdly, despite the wording of the Stadiums Tasmania Act there is no real imperative for '**legal ownership**' to be transferred to this new bureaucratic entity. Moreover, the assumption that it will succeed in its '**enterprise**' is entirely speculative; and

• .. Fourthly, there is the issue of 'natural justice' essentially being denied the City of Launceston's ratepayers and other citizens. That this might be the case it is a non-trivial consideration. The notion that the 'asset' to be transferred has fiscal value of \$93Million is challengeable as too is the supposed \$3Million pa saving to Council's annual budget.

These '*estimates*' are entirely speculative and an exemplar of 'a truth by assertion'.

Also, no consideration has been given to the millions upon millions of 'ratepayers' dollars' that has been spent providing infrastructure and maintaining it over say the past two decades.

If indeed York Park is deemed to be '**surplus to requirement**' it needs to be sold off on the open market with any recoverable assets being sold separately or recycled by Council.

York Park is a ratepayers' asset not a chattel for Councillors and City Management to play fiscal games with.

Moreover, Community of Ownership and Interest (COI) imperatives demand that governance pays respect to **ALL** those in the **COI** simply because rights come with obligations and visa versa. There is no evidence whatsoever that '**COUNCIL**' as an entire entity has paid any attention whatsoever to '*the place's COI*' and more is the pity.

**Stadiums Tasmania (ST)** is not a charity but there is every prospect that as an entity '**holding**' York Park the likelihood is that **ST** will turn out to be the equivalent to '*the corporate citizen from hell*'. No doubt **ST** will not be paying rates but nonetheless it will be consigning large volumes of '**waste**' to the city's '**tip cum landfill site**'.

Moreover, **ST** will have a considerable impost on the city's stormwater management and sewerage works without making an equitable contribution. Likewise, despite being a somewhat enormous consumer of energy there is no indication that any attempt to generate any energy onsite will be made to reduce its impact upon '**the grid**'. .

To compound the inequity **ST** speculates that – *funded from the public purse no doubt* – it proposes to compete with private entrepreneurs in the '**conference business**' alongside operating an apparently surplus generating enterprise, a sport stadium, without by necessity delivering a dividend – **fiscal, social or cultural** – to those who have invested in and created the asset that **ST** now wants to exploit.

Apparently, what **ST** is blatantly attempting to do here is to, in the vernacular, "**sell Launcestonians a pup**" with the beneficiaries being the salaried '**functionaries**' within **ST**.

Insultingly, by-and-large this initiative has evolved in camera, in the dark, and well away from incisive critical review of '*the people*'. Therefore, it has all the hallmarks of total disinterest in meaningful engagement with '**the place's** **Community of Ownership and Interest COI** or their collective interests and aspirations. This is nothing short of a failure of governance given the lack of transparency and accountability on display.

On the grounds that Councillors are elected and are ultimately '**trusted**' to represent all constituents I object most strongly, not only to the lack trust but also to the denial of natural justice.

Unless and until Councillors meaningfully engage with York Park's **COI**, I vigorously contest Council's apparent disregard for the **COI** and I object most strongly to this community asset, owned by, and invested in by, the people of Launceston being transferred to Stadiums Tasmania.

Indeed, Launceston's constituency is owed an apology given the circumstance that we have arrived at. Looking to the city's vision, purpose, and values I do so with great expectations as I do to the State Government's good governance guide.

Creating a culture of integrity and accountability not only improves effectiveness, it also generates a respectful, enjoyable and a life sustaining cultural landscape in which to live, work and play.

Local government depends upon the social licence granted it by its constituency. There is no simple list of requirements that have to be met in order to be granted a social licence yet we all know when the one granted has been violated. .

I call upon:

- .. Councillors to: Rescind their **December 15 2022 determination** – Item 16.3 Intention to Dispose of York Park and Associated Land to Stadiums Tasmania FILE NO: SF6660 and any subsequent determinations relevant to the disposal of York Park and adjacent land; and
- .. Initiate a Citizen's Jury/Assembly to develop better civic understandings relative to 'placemaking, placemarking and placedness'; and
- .. Initiate a strategic plan to develop the York Park precinct in ways that enables the city's citizens and ratepayers to capitalize upon their investments in 'the place' over a very long time.

Yours sincerely,

Ray Norman

Launceston ratepayer, cultural producer, and cultural geographer

Ray Norman

<zing**HOUSE**unlimited>

The lifestyle design enterprise and research network



PH: [REDACTED]

Please reply to: [REDACTED]

WEBSites: <http://www.raynorman7250.blogspot.com>

"A body of men holding themselves accountable to nobody ought not to be trusted by anybody." Thomas Paine

"The standard you walk past is the standard you accept" David Morrison



<https://raynormanadvocate.blogspot.com/>



zingCONSULTANCY

<https://raynorman7250.blogspot.com/p/zingconsult.html>

*We acknowledge the First Peoples – the Traditional Owners of the lands where we live and work, and recognise their continuing connection to land, water and community. We pay respect to Elders – past, present and emerging – and acknowledge the important role Aboriginal and Torres Strait Islander people continue to play within the research zingHOUSEunlimited undertakes.*

--



29<sup>th</sup> November 2023

Mr. Michael Stretton,  
General Manager,  
City of Launceston,  
P. O. Box 396,  
LAUNCESTON, Tas. 7250

E: - [contactus@launceston.tas.gov.au](mailto:contactus@launceston.tas.gov.au)

Dear Sir,

Subject: - **Notice of Intention to Dispose of Public Land – York Park and associated land.**

To my dismay after reading the Public Notice, my initial concern is to what is the purpose and who initiated the City of Launceston to progress this pathway; was it the executive group, State Government or some other group.

Has a Business Plan been undertaken and reviewed by an independent reviewer or has it been commented on by the Auditor General?

Our family have had a long association with football in Northern Tasmania, originally in the 1920/30s through the City Football Club and were partly responsible for both Roy Cazaly and Laurie Nash coming to Launceston.

Therefore, I have a strong view based on the City's heritage values that York Park and its surrounds should remain as an asset of the city.

If the transfer proceeds what will be the net benefits to the community, as it appears to me that the City of Launceston does not have a social licence or the moral authority to proceed with the disposal of a wonderful city asset.

I am disturbed that, to date there has been no real community engagement, just a fait accompli. I believe that you, as General Manager together with the Executive Group are found wanting and perceived to be totally disconnected from the people who you represent.

Yours sincerely,



Ian J. N. Routley



**From:** "Helene Boyer" [REDACTED]  
**Sent:** Sun, 10 Dec 2023 17:39:49 +1100  
**To:** "Contact Us" <contactus@launceston.tas.gov.au>  
**Subject:** Attention CEO: re Comment on Transfer of Public Land

You don't often get email from [REDACTED]. [Learn why this is important](#)

Chief Executive Officer,

City of Launceston

I write in response to a call from the City of Launceston Council for public comment regarding the publishing of the map of land involved in transfer of Public Land to Stadiums Tasmania.

In particular, I wish to make comment regarding **that parcel of land situated on the north western boundary of York Park and bordered by Invermay Rd and Forster St that is part of the "cross hatched" sections in the PDF map published Nov 16 2023.**

I could not find any mention of what the Subdivision map annotation "NOTE: Area hatched is part of the balance lot (12.19ha)" actually means in the FAQ on the LCC website. It is part of the York Park associated land to be transferred? If so, I am particularly interested in the important protections that the City of Launceston Council has planned for precious areas of Public Land on the north western corner in the future as it pertains to the transfer of 2 Invermay Rd to Stadiums Tasmania.

This parcel of land, currently owned by LCC, contains the **Elizabeth Gardens Park**, the **Tasmanian Workers Memorial Park** and the grounds and buildings of **the Invermay Bowling and Community Club** (the club was formed in the first decade of the twentieth century). The park areas containing important plantings, park architecture and memorials, are **historically significant to Launceston's early development and especially valued by the people of Invermay.**

***Heritage Background:***

*1915 - Fundraising occurred by community members to establish a small park in a corner of Invermay Park bordered by Invermay Rd and Forster St and tennis courts, a bowling green and a croquet lawn were adjacent. It later contained a fir tree grown from seed collected at Gallipoli in WW1. The park was first named the "Tasmanian Workers" Park and then renamed **Elizabeth Gardens** in August 1947*



*in honour of Princess Elizabeth's engagement to Prince Philip. Part of the garden is called the **Tasmanian Workers Memorial Park** containing stone markers, opened in 2011 and still important to those who have lost a loved one in a workplace accident in particular. The wooden pagoda entrance involved the skilled work of Mr Alexander White, a notable Tasmanian stonemason.*

**Elizabeth Gardens and the adjacent Invermay Bowls and Community Club hall** which hosts youth-related and health-related activities as well as local social events is a rare and highly valued site for more passive (non-sporting related) community interaction and celebration in an inner city area which is still high density residential but which has been progressively and aggressively surrounded by concrete, asphalt and industry since the mid twentieth century. The City of Launceston's own ABCDE Learning Site project activities for Invermay this year has confirmed the importance of these community assets on this parcel of land.

**I am seeking information and assurances from the City of Launceston that the transfer of Public Land to Stadiums Tasmania (and the possible transfer of the land that is Elizabeth Gardens and on which is built the IBCC) will not result in negative outcomes for these currently council/community-owned assets.** Specifically, LCC must explain how they will guarantee that:

(1) any infrastructure changes undertaken by Stadiums Tasmania (e.g. possible digging up of areas, services installation, extension of access to York Park) will not result in any loss of current land area for Elizabeth Gardens and the IBCC, any negative impact upon aesthetics, heritage materials or flora. Of course, opportunities for enhancement of current facilities/values would likely be welcome but should also be subject to community consultation and approval;

and that

(2) there is a guarantee from future land owners that current infrastructure, flora, heritage and aesthetic values will be properly maintained to enable and support ongoing community use and which respects the heritage value of the areas for the community;

and that

(3) future landowners will not cause the figure set for lease/rental of the land containing the LBCC facilities to result in an inability to continue to host the kinds of community use currently enjoyed.

Yours sincerely,

*Helene Boyer*





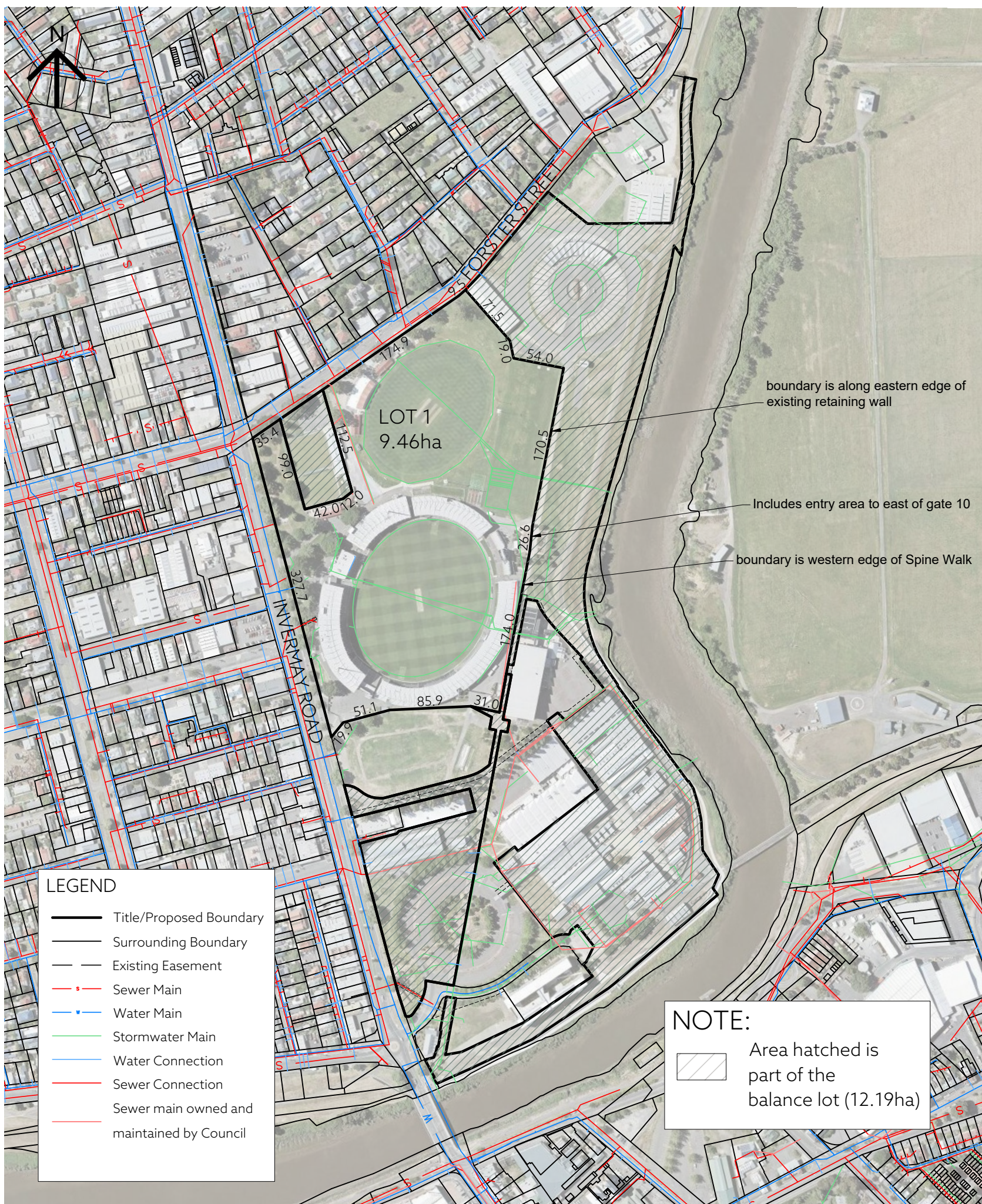
# PLAN OF SUBDIVISION



SURVEYORS, ENGINEERS & PLANNERS

3/23 Brisbane Street,  
Launceston, Tasmania, 7250  
PHONE: +61 03 6331 4099  
FAX: +61 03 6334 3098  
EMAIL: pda.ltn@pda.com.au  
www.pda.com.au  
Also at: Hobart, Burnie,  
Devonport & Kingston

<b>Owners</b>	Launceston City Council	<b>Address</b>	2 Invermay Road, Invermay	This plan has been prepared for the purpose of obtaining disposal and preliminary subdivision approvals from the Council and the information shown hereon should be used for no other purpose. All measurements and areas are subject to final survey.							
		<b>Council</b>	Launceston City Council								
<b>Title References</b>	FR 180240/2	<b>Planning Scheme</b>	Tasmanian Planning Scheme - Launceston								
		<b>Zone &amp; Overlay</b>	31.0 Particular Purpose - Inveresk Site								
<b>Schedule Of Easements</b>	As shown.										
<b>Scale</b>	1:4000	<b>Date</b>	16 November 2023	<b>PDA Reference</b>	50149 - P03	<b>Map reference</b>		<b>PID</b>	358475	<b>Point of Interest GDA94MGASS</b>	511667E, 5414155N





FROM THE OFFICE OF THE MAYOR OF LAUNCESTON

File No: SF7455  
MG:af

Your Ref:

19 April 2024

The Hon. Jeremy Rockliff MP  
Premier of Tasmania  
GPO Box 123  
**HOBART TAS 7001**

The Hon. Michael Ferguson MP  
Deputy Premier  
Level 10, 15 Murray Street  
**HOBART TAS 7000**

The Hon. Nic Street MP  
Minister for Sports and Events  
Level 5, Salamanca Building  
4 Salamanca Place  
**HOBART TAS 7000**

Dear Premier, Deputy Premier and Minister

**UNIVERSITY OF TASMANIA STADIUM**

The City of Launceston has been working closely with Stadiums Tasmania to progress the transition of ownership of Utas Stadium to the new entity of Stadiums Tasmania.

As part of our ongoing engagement, City of Launceston Councillors have been clear regarding a number of principles that they require to be addressed in order to provide final support for the transfer. We have had productive conversations with Stadiums Tasmania management regarding the principles and have reached a point whereby we have identified a number of those principles which we need to raise at a State level, as they are likely a matter for Ministerial consent or consideration as a part of the development of a Ministerial Statement of Intent.

**First Right to Purchase**

The City of Launceston require first right to purchase should Stadiums Tasmania or the State want to dispose of any land in the future that is subject to the transfer of assets.

We note any dispositions of major assets or property by Stadiums Tasmania must be approved by the Minister and Treasurer under section 7(2) and 23E(2) of the *Act*.

We have been advised by Stadiums Tas that as it is a crime, under section 69 of the *Criminal Code 1924 (Tas)*, for a person to do any act intended to interfere with the free exercise by a Minister of the Crown of any duties or authorities of his or her office, granting a first right of refusal may expose Stadiums Tasmania to the operation of this provision.

As such, the City of Launceston requests that the Minister formally consider the inclusion of the first right of purchase/or buy back option as part of the development of the Ministerial Statement of Expectations or alternatively provide written commitment that in the event that Stadiums Tas or the Government wish to dispose of any land that is transferred from Council to Stadiums Tas, the Minister of the day commits to providing the first option to purchase to the City of Launceston and that the purchase be on the same terms as the proposed disposal (i.e for \$1.).

#### **No financial disadvantage for local users**

The City of Launceston seeks a commitment to no significant or unreasonable financial disadvantage for local users - specifically from a pricing perspective. Council has engaged with Stadiums Tasmania regarding the opportunity for two tier fee structures that differentiate fees for local groups as opposed to fees for commercial activities.

Stadiums Tasmania has advised their commitment to ensuring local groups can continue to use UTas Stadium and the surrounding precinct but that Stadiums Tasmania's approach to the fee structure must comply with section 6 of the *Act* which sets out Stadiums Tasmania's functions, including:

- managing, operating, maintaining and investing in the development of stadiums and ensuring the effective and efficient operation of those stadiums;
- attracting international and national sporting, entertainment and event content and attracting the audiences that come with such big events;
- hosting statewide, regional and local sporting, entertainment and event content; and
- operating in a commercial manner that maximises value for the state, adhering to public policy and any prescribed community service obligations.

Stadiums Tasmania has advised that they will implement a tiered fee structure which will allow local groups and sports teams to hire different areas of the precinct at reduced rates to commercial operators. Whilst the City of Launceston appreciates the need to operate in a commercial manner, the lack of clarity about what these cost structures might mean for local users is not tenable - cost plus a margin is likely to have a significant impact on many of our local users.

The City of Launceston understands the requirements of the *Act* for Stadiums Tasmania to be operating in a commercial manner that maximises value for the state, adhering to public policy and any prescribed community service obligations. The City of Launceston seeks clarity regarding the detail of the "prescribed community service obligations" in order that we can make a fully informed decision for our community - we are hopeful that prescribed community service obligations may include fee structures that are not cost plus a margin for local users. Perhaps we would obtain clarity in this space if the draft Ministerial Statement of Expectations was shared with our elected representatives prior to it being formally endorsed.

### Ongoing Financial Contribution

We have recently come to understand that there is a perceived expectation from the Treasurer and the Minister Sports and Events that the City of Launceston make an ongoing annual contribution in the order of \$1 million to support the operation of the Stadium. Until recently this was not known by our elected representatives and is of significant concern.

The Council does not support this proposed ongoing contribution and is extremely disappointed that this position wasn't formally shared with our elected body by the State Government as part of early conversations on the proposed transfer.

The Council has been transparent with the Launceston community in regard to wanting to establish an operating model for the stadium that provides financial sustainability and improved economic, social and cultural outcomes into the future.

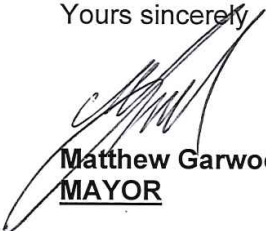
The introduction of such a significant ongoing financial impost at this late stage would engender significant reputational risks for both the Council and State Government, given the arguments made by both tiers of government for the transfer. Simply - this matter has the potential to derail the transfer.

An ongoing annual contribution, whether that is an in-kind contribution or direct.

The City of Launceston has worked productively and intentionally with Government to get to the final stages of the transfer processes. We have supported sometimes unpopular Launceston opinions with regards to the statewide context and trust we can overcome these final challenges in a collaborative manner.

Given the complexity of the issues raised above, our elected representatives have requested Ministerial attendance at a Council workshop to hear the Government's position on the above matters as we are clear the matters above are for the Government not for Stadiums Tasmania. Council will not be able to proceed to any further formal decisions related to transfer until this occurs.

Yours sincerely



**Matthew Garwood**  
**MAYOR**

**Copy:** Shane Eberhardt, Acting CEO, City of Launceston  
James Avery, CEO, Stadiums Tas





14 May 2024

Doc ID: 0003

Dear Deputy Mayor and Councillors,

Thank you for the opportunity to present to Council on 9 April, it was an extremely worthwhile opportunity to discuss the key issues relating to the transfer of UTAS Stadium. As you're aware, we greatly value the relationship between Council and Stadiums Tasmania, and from our perspective, we found the meeting to be most helpful in better understanding Council's key issues related to the transfer. Hopefully, the meeting clarified some potential confusion surrounding the key issues and we can now move forward in closing out negotiations that provide suitable outcomes for both parties.

As stated in our meeting, Stadiums Tasmania's key objective is to complete the stadium transfer and the associated land operationally or in total by the end of this financial year. Stadiums Tasmania has been working closely with Council on the land transfer process – most recently the land subdivision planning scheme requirements – and I'm pleased to say this process remains on track for completion by 30 June 2024. Council's time and effort in this regard is greatly appreciated.

In relation to the transfer of staff, Stadiums Tasmania has remained in regular dialogue with the venue's staff and is continually updating staff on transfer progress. As you're aware, offer sheets can only be provided to staff by Stadiums Tasmania when Term Sheet negotiations are complete. We are naturally eager to finalise Term Sheet discussions, noting we have been engaged in Term Sheet discussions broadly since July 2023 and in detail since October 2023.

As we have raised previously, the transfer of UTAS Stadium and the associated land parcels, will immediately relieve Council of a significant financial impost. Specifically, and as canvassed at our workshop meeting last week:

- The venue has been incurring an average operating loss of \$4.21m per year, which is forecast to increase to an average of \$5.51m per year for the next five years.
- This operating loss does not include required capital costs of \$10.13m (minimum) over the next five years to maintain minimum standards/compliance (and therefore host key events/content, e.g. AFL and BBL matches).
- This operating loss doesn't include the \$130m capital upgrades set to commence later this year.
- Council has also been relieved of significant capital costs identified as part of Stadiums Tasmania's transfer due diligence – i.e. LED and lighting infrastructure replacements, up to ~\$11m. These upgrades/expenditures are required immediately.
- Venue operating costs will increase significantly following completion of this \$130m redevelopment.

At the 9 April meeting we were pleased to discuss the key principles you raised as part of your recent correspondence with Government of 19 April. In particular, we note the following was discussed:

- **First Right to Purchase:** As you are aware, the Office of Crown Solicitor has provided advice that Stadiums Tasmania could be exposed to the Criminal Code if it agreed to this request and as such this requires authorising from Government. W
- **No financial disadvantage for local users** – Stadiums Tasmania understands that community access is vitally important for those groups who have accessed the venue over a long period of time and it is critical to the venue's long-term sustainability. Indeed, Stadiums Tasmania's Act specifies that Stadiums Tasmania adhere to community service obligations. With this in mind, Stadiums Tasmania would like to work with Council to ensure the current model



that subsidises community users remains in place for the next three years at which point Stadiums Tasmania and Council can assess the effectiveness of the model to ensure community access in the long-term.

• **Ongoing Contribution** – As you're aware, Stadiums Tasmania's Act also stipulates that it must operate in a commercial manner that maximises value for the State. As discussed, we believe an ongoing contribution could fall within two categories - all of which either ensure community access and or generate broader financial returns for the City of Launceston - being (i.) ongoing maintenance of the precinct and (ii.) event attraction and activation. More specifically, we believe these components to be:

- Support for maintenance of the Half Circle Carpark, Inveresk Northern Carpark, and Invermay Park, which is obviously a community facility.
- Ongoing Northern Carpark access on match and events days.
- Event attraction funding.
- City activation funding.
- Shared corporate services during period of transition (e.g. staff systems).

As discussed with Council at the 9 April meeting, Stadiums Tasmania will now provide two models to Council in relation to ongoing contribution options; one that sees Stadiums Tasmania takes ownership of the stadium and associated land parcels (Elizabeth Gardens and Invermay Park) as currently planned, and the second resulting in the transfer of the stadium only, with the ownership and maintenance costs of these land parcels remaining with Council. We seek your urgent advice as to which model Council prefers, noting we are seeking to complete the transfer by 30 June 2024. With this in mind, we would ideally need Council to state their preferred option by Friday 24 May.

We continue to work with the Department of State Growth on the \$130m redevelopment project that will significantly enhance the venue's ability to attract national sporting and entertainment events to Launceston, supporting the City of Launceston's vision to make the city a premier business, retail and lifestyle hub. We are mindful of the commencement timings of this project in relation to the transfer of the venue to Stadiums Tasmania and are eager to complete the transfer to ensure the project timelines are not impacted adversely.

As ever, we appreciate your efforts to date as part of the transfer process and the open, ongoing dialogue we continue to enjoy with Council.

Regards

Handwritten signature of Michael Malouf in blue ink.

Michael Malouf AM  
Chair

Handwritten signature of James Avery in blue ink.

James Avery  
Chief Executive Officer



**Minister for Energy and Renewables  
Minister for Parks & Environment**

Level 10, 15 Murray Street, HOBART TAS 7000 Australia  
GPO Box 123 HOBART TAS 7001 Australia  
Phone: +61 3 6165 7739  
Email: minister.duigan@dpac.tas.gov.au



**13 JUN 2024**

Cr Matthew Garwood  
Mayor  
City of Launceston

mayor@launceston.tas.gov.au

Dear Mayor

*Matthew,*  
Thank you for your letter regarding the transfer of University of Tasmania Stadium to Stadiums Tasmania. I'm pleased to read of the City of Launceston's ongoing commitment to exploring the proposed transfer of this asset.

I understand a number of the matters you raised have either already been, or are in the process of being, resolved with Stadiums Tasmania, and as such I will address directly the remaining issues you have raised.

While the Government is pursuing the transfer of UTAS Stadium with no intention to sell or dispose of it, we are happy, prima facie, to provide the City of Launceston with the first right to purchase the facility should the Crown wish to dispose of the transferred land in the future.

I note that you propose two methods in which written support for this position could be provided to the City of Launceston, and on his return Minister Street will consider both proposed approaches. A third potential approach to consider includes placing the commitment in the required public notice of transfer in the *Gazette*, as set out in the *Stadiums Tasmania Act 2022*. This would provide an enduring record of commitment, and we would appreciate the Councilors' view on this alternative.

I encourage you to continue negotiations with Stadiums Tasmania in good faith regarding the ongoing in-kind and service delivery support that the City of Launceston can provide, particularly as Stadiums Tasmania transitions into the management and operation of UTAS Stadium.

Thank you again for raising these matters.

Yours sincerely

  
Hon Nick Duigan MLC  
**Acting Minister for Sport and Events**

City of Launceston  
Council Meeting Minutes

Thursday 8 February 2024

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**15.1. Transfer of York Park to Stadiums Tasmania**

**FILE NO:** SF7455

**CHIEF EXECUTIVE OFFICER APPROVAL:** Michael Stretton

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**DECISION STATEMENT:**

To consider the approval of transfer of York Park to Stadiums Tasmania.

*The decision for Recommendation 3. requires an absolute majority of Council.*

**RELEVANT LEGISLATION:**

*Local Government Act 1993 (Tas)*  
*Stadiums Tasmania Act 2022 (Tas)*

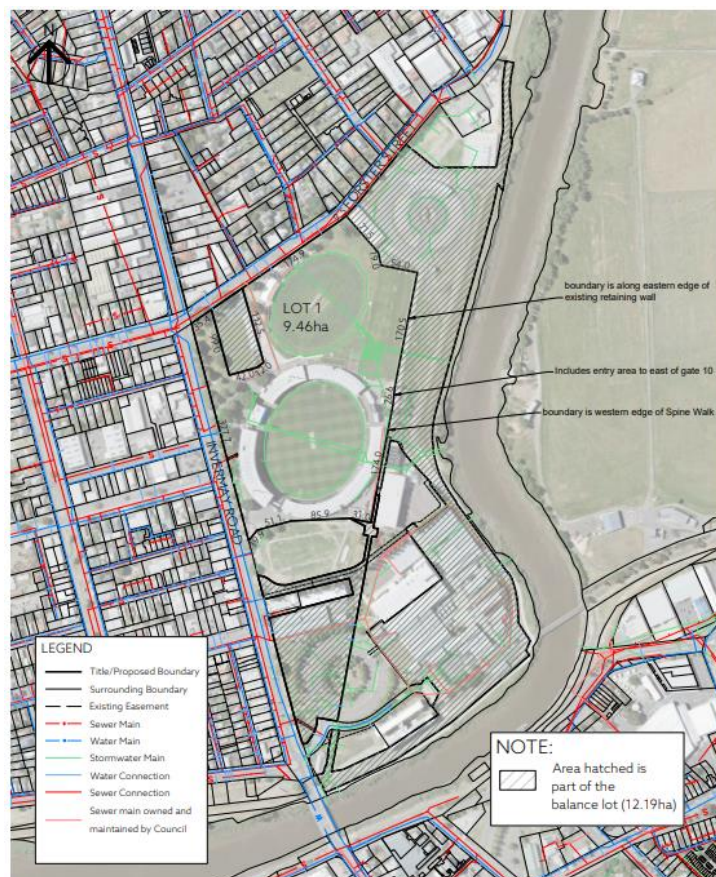
**PREVIOUS COUNCIL CONSIDERATION:**

Workshop - 1 February 2024 - Item 1.5 - Stadiums Tasmania Discussion  
Council - 15 December 2022 - Item 16.3 - Intention to Dispose of York Park and  
Associated Land to Stadiums Tasmania

**RECOMMENDATION:**

That Council:

1. notes the intention that it formed on 15 December 2022 to transfer York Park and associated land and assets at 2 Invermay Road, Invermay to Stadiums Tasmania for nominal consideration.
2. considers each of the three objections appearing at Attachments 1, 2 and 3, received as part of the public advertising process commencing on 18 November 2023, noting the officer response to each of the three objections as documented as part of the report to this agenda item.
3. by absolute majority, pursuant to section 178 of the Local Government Act 1993, approves the transfer of York Park and associated land and assets at 2 Invermay Road, Invermay to Stadiums Tasmania for nominal consideration, with the dimensions of that land being set out at Attachment 4 and the following plan.



4. notes that the transfer of the land pursuant to these Recommendations, will not occur until each of the following events has occurred:
  - a) where an appeal is made by an objector to the Tasmanian Civil and Administrative Appeals Tribunal, the determination of such appeal; and,
  - b) a planning permit has been issued by the Council in its capacity as Planning Authority to subdivide the relevant land; and,
  - c) the exact dimensions of the land have been confirmed by way of final survey.
5. requests the Chief Executive Officer to determine the exact dimensions and parameters of the land and assets to be transferred and to exercise Council's powers in respect of the *Local Government Act 1993* and the *Stadiums Tasmania Act 2022* in order to facilitate the transfer to Stadiums Tasmania.
6. Requests the Chief Executive Officer to negotiate a term sheet with Stadiums Tasmania which is consistent with the letter of intent received on 2 February 2024 and attached to this report (ECM Doc Set ID 5020948), which will require a further specific decision of the Council.

City of Launceston  
Council Meeting Minutes

Thursday 8 February 2024

7. notes that the term Chief Executive Officer is a term of reference for the General Manager as appointed by Council pursuant to section 61 of the *Local Government Act 1993*.

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**DECISION: 8 February 2024**

**MOTION 1**

Moved Deputy Mayor Councillor D H McKenzie, seconded Councillor A G Harris.

That the Motion, as per the Recommendation to Council, be adopted.

**CARRIED BY ABSOLUTE MAJORITY 8:4**

**FOR VOTE:** Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A E Dawkins, Councillor A G Harris, Councillor A J Palmer, Councillor L M McMahon and Councillor A J Britton  
**AGAINST VOTE:** Councillor T G Walker, Councillor Prof G Razay, Councillor J J Pentridge and Councillor S Cai

**DECISION: 8 February 2024**

**MOTION 2**

Moved Councillor D C Gibson, seconded Councillor A J Britton.

That Deputy Mayor, Councillor D H McKenzie, be granted an additional three minutes speaking time.

**CARRIED 11:1**

**FOR VOTE:** Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A E Dawkins, Councillor A G Harris, Councillor T G Walker, Councillor Prof G Razay, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai and Councillor A J Britton  
**AGAINST VOTE:** Councillor J J Pentridge

**DECISION: 8 February 2024**

**MOTION 3**

Moved Councillor A J Britton, seconded Councillor J J Pentridge.

That Councillor T G Walker be granted an additional three minutes speaking time.

**CARRIED 12:0**

City of Launceston  
Council Meeting Minutes

Thursday 8 February 2024

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**FOR VOTE:** Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A E Dawkins, Councillor A G Harris, Councillor T G Walker, Councillor Prof G Razay, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai and Councillor A J Britton  
**AGAINST VOTE:** Nil

**DECISION:** 8 February 2024

**MOTION 4**

Moved Councillor A G Harris, seconded Councillor A J Britton.

That Councillor D C Gibson be granted an additional three minutes speaking time.

**CARRIED 12:0**

**FOR VOTE:** Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A E Dawkins, Councillor A G Harris, Councillor T G Walker, Councillor Prof G Razay, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai and Councillor A J Britton  
**AGAINST VOTE:** Nil











# City of Launceston Closed Council Agenda

Thursday 14 November 2024

Infrastructure Assets List - incorporates all City's assets except IT and Fleet (List)

Asset N	Asset Description	Asset Search Description	Asset Short Description	Facility Suburb	Facility Address	Commission Date	Acquisition Date	Construction Date	Supplier Name	Manufacturer Name	Manufacture Date	Make	Model Number	Serial Number	Warranty Expiry Date	Class	Category	Group
260772	York Park Entrance And Ticket Boxes Invermay Rd 6A	York Park Entrance And Ticket Boxes	Aurora Stadium - Ent	INVERMAY	2 Invermay Road	10/11/99	11/07/2012									Buildings	Buildings & Structures	
180865	York Park Cricket Club Toilet Block And Changers	York Park Cricket Club Toilet Block	Aurora Stadium - Cr	INVERMAY	2 Invermay Road	10/11/98	11/07/2012									Buildings	Buildings & Structures	
174749	York Park Frame/Structure only RACT South Stand(Scoreboard was disposed)	York Park Frame/Structure	Aurora Stadium - Frame	INVERMAY	2 Invermay Road	30/09/2000	11/07/2012	30/09/2000								Buildings	Buildings & Structures	
219274	York Park RACT Grandstand	York Park RACT Grandstand	Aurora Stadium - RAC	INVERMAY	2 Invermay Road	30/09/2000	11/07/2012									Buildings	Buildings & Structures	
115985	York Park Eastern Terrace Grandstand	York Park Eastern Terrace Grandstand	Aurora Stadium - Ent	INVERMAY	2 Invermay Road	30/09/2000	11/07/2012									Buildings	Buildings & Structures	
110386	York Park Northern Terrace Grandstand	York Park Northern Terrace Grandstand	Aurora Stadium - NH	INVERMAY	2 Invermay Road	30/06/2002	11/07/2012									Buildings	Buildings & Structures	
119387	York Park Southern Terrace Grandstand	York Park South Terrace Grandstand	Aurora Stadium - SH	INVERMAY	2 Invermay Road	30/06/2002	11/07/2012									Buildings	Buildings & Structures	
117042	York Park Toilet Block - Delany Workers Hill Toilets (Male & Female)	York Park Toilet Block	Aurora Stadium - Toi	INVERMAY	2 Invermay Road	1/04/2003	11/07/2012									Buildings	Buildings & Structures	
353877	York Park Machinery Shed	York Park Machinery Shed	Aurora Stadium - Mac	INVERMAY	2 Invermay Road	31/05/2006	11/07/2012									Buildings	Buildings & Structures	
353878	York Park Function Centre	York Park Function Centre	Aurora Stadium - Fun	INVERMAY	2 Invermay Road	11/02/2004	11/07/2012									Buildings	Buildings & Structures	
356023	York Park Replay Screen Structure (RACT South Stand)	York Park Replay Screen Structure	Aurora Stadium - Rep	INVERMAY	2 Invermay Road	1/05/2005	11/07/2012									Buildings	Buildings & Structures	
356857	York Park RACT Grandstand Southern Extension	York Park RACT Grandstand Sth Extension	Aurora Stadium - RAC	INVERMAY	2 Invermay Road	10/12/12	11/07/2012									Buildings	Buildings & Structures	
356858	York Park RACT Grandstand Northern Extension	York Park RACT Grandstand Nth Extension	Aurora Stadium - RAC	INVERMAY	2 Invermay Road	10/12/12	11/07/2012									Buildings	Buildings & Structures	
356327	York Park Jim Bacon Gates	York Park Jim Bacon Gates	Aurora Stadium - Jim	INVERMAY	2 Invermay Road	1/08/2007	11/07/2012									Buildings	Buildings & Structures	
356328	York Park Gate 7 Entrance	York Park Gate 7 Entrance	Aurora Stadium - Gat	INVERMAY	2 Invermay Road	1/05/2007	11/07/2012									Buildings	Buildings & Structures	
356329	York Park Gate 10 Entrance	York Park Gate 10 Entrance	Aurora Stadium - Gat	INVERMAY	2 Invermay Road	1/05/2007	11/07/2012									Buildings	Buildings & Structures	
356330	York Park Carlton Draught Stand Northern Stand	York Park Carlton Draught Stand	Aurora Stadium - CD	INVERMAY	2 Invermay Road	1/09/2011	11/07/2012									Buildings	Buildings & Structures	
462130	York Park Gate 1	York Park Gate 1	York Park Gate 1	INVERMAY	2 Invermay Road	28/04/2018	28/04/2018	28/04/2018								Buildings	Buildings & Structures	
467195	York Park Wheelchair Stand Indicator from	York Park Wheelchair Stand	YorkParkStand	INVERMAY	2 Invermay Road	20/06/2012	20/06/2012									Buildings	Buildings & Structures	
467200	York Park RACT Stand Roof	York Park RACT Stand Roof	Aurora Stadium - gum	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467006	York Park South Terrace Grandstand Roof	York Park South Terrace Grandstand Roof	Aurora Stadium - Sou	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467007	York Park East Terrace Grandstand Roof	York Park East Terrace Grandstand Roof	Aurora Stadium - Eas	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467008	York Park Northern Terrace Roof	York Park Northern Terrace Roof	Aurora Stadium - Nor	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467009	York Park Northern Stand Roof	York Park Northern Stand Roof	Aurora Stadium - New	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467010	York Park Jim Bacon Gates Roof	York Park Jim Bacon Gates Roof	Aurora Stadium - Jim	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467011	York Park Main Gates 2 Roof	York Park Main Gates 2 Roof	Aurora Stadium - Ma	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467012	York Park Jim Bacon Gates Public Entry Area Roof	York Park Jim Bacon Gates Entry Roof	Aurora Stadium - Jim	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467013	York Park Gate 7 Roof	York Park Gate 7 Roof	Aurora Stadium - Gat	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467014	York Park Gate 10 Roof	York Park Gate 10 Roof	Aurora Stadium - Gat	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467120	York Park Machine Shed Roof	York Park Machine Shed Roof	York Park Machine Sh	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
467121	York Park Toilet Block Roof	York Park Toilet Block Roof	York Park Toilet Blo	INVERMAY	2 Invermay Road	1/01/2012	20/06/2012									Buildings	Building Components	Superstructure
468335	York Park Northern Stand Plumbing Infrastructure	York Park Northern Stand Plumbing	York Park Plumbing	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467139	Lift - Usa Stadium - Northern Stand	Lift - Usa Stadium - Northern Stand	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467296	York Park Lift	Lift - Usa Stadium	AS Mechanical	INVERMAY	2 Invermay Road	1/06/2006	1/06/2006	1/06/2006								Buildings Services and Plant	Not assigned	
467111	York Park Northern Stand Mechanical Split System Air Conditioner	York Park Northern Stand Split Sys AiCo	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467112	York Park Northern Stand Mechanical Split System Air Conditioner	York Park Northern Stand Split Sys AiCo	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467113	York Park Northern Stand Mechanical Split System Air Conditioner	York Park Northern Stand Split Sys AiCo	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467114	York Park Northern Stand Mechanical Air Handling Unit	York Park Northern Stand Air Handling Un	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467115	York Park Northern Stand Mechanical Air Handling Unit	York Park Northern Stand Air Handling Un	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467116	York Park Northern Stand Mechanical Boiler	York Park Northern Stand Boiler	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467117	York Park Northern Stand Mechanical Boiler	York Park Northern Stand Boiler	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467118	York Park Northern Stand Mechanical Circulation Pump	York Park Northern Stand Circ Pump	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467119	York Park Northern Stand Mechanical Circulation Pump	York Park Northern Stand Circ Pump	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467120	York Park Northern Stand Mechanical Circulation Pump	York Park Northern Stand Circ Pump	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467121	York Park Northern Stand Mechanical Circulation Pump	York Park Northern Stand Circ Pump	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467122	York Park Northern Stand Mechanical Exhaust Fan	York Park Northern Stand Exhaust Fan	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467123	York Park Northern Stand Mechanical Exhaust Fan	York Park Northern Stand Exhaust Fan	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467124	York Park Northern Stand Mechanical Exhaust Fan	York Park Northern Stand Exhaust Fan	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467125	York Park Northern Stand Mechanical Exhaust Fan	York Park Northern Stand Exhaust Fan	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467126	York Park Northern Stand Mechanical Exhaust Fan	York Park Northern Stand Exhaust Fan	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467127	York Park Northern Stand Mechanical Exhaust Fan	York Park Northern Stand Exhaust Fan	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467128	York Park Northern Stand Mechanical Exhaust Fan	York Park Northern Stand Exhaust Fan	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467129	York Park Northern Stand Mechanical Exhaust Fan	York Park Northern Stand Exhaust Fan	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467130	York Park Northern Stand Mechanical Exhaust Fan	York Park Northern Stand Exhaust Fan	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467131	York Park Northern Stand Mechanical Fan Coil Unit	York Park Northern Stand Fan Coil Unit	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
465123	York Park Medical Centre/Led Children Room Air Conditioner	York Park Medical Centre Air Conditioner	VP Mechanical	INVERMAY	2 Invermay Road	3/09/2018	3/09/2018	3/09/2018								Buildings Services and Plant	Not assigned	
465124	York Park Birchall Suite Air Conditioner (Southern end of RACT Stand)	York Park Birchall Suite Air Conditioner	VP Mechanical	INVERMAY	2 Invermay Road	22/08/2018	22/08/2018	22/08/2018								Buildings Services and Plant	Not assigned	
470286	York Park Function Centre Mechanical Split System Air Conditioner 28KW	York Park Function Centre Air Con	VP Mechanical2	INVERMAY	2 Invermay Road	28/11/2022	28/11/2022	28/11/2022	MECHFIELD FM							Buildings Services and Plant	Not assigned	
470287	York Park Function Centre Mechanical Air Con	York Park Function Centre Air Con	VP Mechanical2	INVERMAY	2 Invermay Road	29/07/2022	29/07/2022	29/07/2022	MECHFIELD FM							Buildings Services and Plant	Not assigned	
470288	York Park Function Centre Mechanical Air Con	York Park Function Centre Air Con	VP Mechanical2	INVERMAY	2 Invermay Road	29/07/2022	29/07/2022	29/07/2022	MECHFIELD FM							Buildings Services and Plant	Not assigned	
467132	York Park Northern Stand Mechanical Gas Hot Water Unit	York Park Northern Stand Gas Hot Water U	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467133	York Park Northern Stand Mechanical Gas Hot Water Unit	York Park Northern Stand Gas Hot Water U	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467134	York Park Northern Stand Mechanical Gas Hot Water Unit	York Park Northern Stand Gas Hot Water U	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467135	York Park Northern Stand Mechanical Gas Hot Water Unit	York Park Northern Stand Gas Hot Water U	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467136	York Park Northern Stand Mechanical Gas Hot Water Unit	York Park Northern Stand Gas Hot Water U	AS Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
467137	York Park Northern Stand Mechanical Gas Hot Water Unit	York Park Northern Stand Gas Hot Water U	VP Mechanical	INVERMAY	2 Invermay Road	1/09/2011	1/09/2011	1/09/2011								Buildings Services and Plant	Not assigned	
466144	York Park Switchboard - DB 2 - RACT Stand Level 2	York Park Switchboard - RACT Stand	YorkPark Switchboard	INVERMAY	2 Invermay Road											Buildings Services and Plant	Not assigned	
466145	York Park Switchboard - DB 3 - RACT Stand Level 2	York Park Switchboard - RACT Stand	YorkPark Switchboard	INVERMAY	2 Invermay Road											Buildings Services and Plant	Not assigned	
467144	York Park LED Fence Switchboard	York Park LED Fence Switchboard	YorkPALESwitchboa	INVERMAY	2 Invermay Road													

**City of Lunceston  
Closed Council Agenda**

**Thursday 14 November 2024**

Infrastructure Assets List - incorporates all City's assets except IT and Fleet (List)																
Asset N	Asset Search Description	Asset Description	Asset Short Description	Acquisition Date	Commission Date	Construction Date	Supplier Name	Manufacturer Name	Manufacture Date	Make	Model Number	Serial Number	Warranty Expiry Date	Class	Category	Group
00050	Yok Park MATRIX S-SERIES SPINNER	Yok Park MATRIX S-SERIES SPINNER	S-SERIES SPINNER	10/12/2013	10/12/2013	10/12/2013	Johnson Health Tech (Matrx)			Matrx	MX-C-S6	LAK80002380-131	10/12/2017	Facility Equipment and Furniture	Office and General Equipment	
00051	Yok Park MATRIX S-SERIES SPINNER	Yok Park MATRIX S-SERIES SPINNER	S-SERIES SPINNER	10/12/2013	10/12/2013	10/12/2013	Johnson Health Tech (Matrx)			Matrx	MX-C-S6	LAK80002382-131	10/12/2017	Facility Equipment and Furniture	Office and General Equipment	
00054	Yok Park MATRIX S-SERIES SPINNER	Yok Park MATRIX S-SERIES SPINNER	S-SERIES SPINNER	10/12/2013	10/12/2013	10/12/2013	Johnson Health Tech (Matrx)			Matrx	MX-C-S6	LAK80002385-131	10/12/2017	Facility Equipment and Furniture	Office and General Equipment	
00060	Yok Park MATRIX S-SERIES SPINNER	Yok Park MATRIX S-SERIES SPINNER	S-SERIES SPINNER	10/12/2013	10/12/2013	10/12/2013	Johnson Health Tech (Matrx)			Matrx	MX-C-S6	LAK80001303-13G	10/12/2017	Facility Equipment and Furniture	Office and General Equipment	
001799	Yok Park Audio Assisted Gate Control System	Yok Park Audio Assisted Gate Control Management System	Audio Visual Equip	17/12/2008	17/12/2008	17/12/2008								Facility Equipment and Furniture	Office and General Equipment	
047403	Yok Park Buildings Management System	Yok Park Buildings Management System	Security Equipment	1/09/2011	1/09/2011	1/09/2011								Facility Equipment and Furniture	Office and General Equipment	
047404	Yok Park Coaches Room Plasma Screen	Yok Park Coaches Room Plasma Screen	Audio Visual Equip	20/09/2011	20/09/2011	20/09/2011								Facility Equipment and Furniture	Office and General Equipment	
047405	Yok Park Ground Audio System	Yok Park Ground Audio System	Audio Visual Equip	1/09/2006	1/09/2006	1/09/2006								Facility Equipment and Furniture	Office and General Equipment	
047406	Yok Park Northern Stand Lighting	Yok Park Northern Stand Lighting	Equipment	1/09/2011	1/09/2011	1/09/2011								Facility Equipment and Furniture	Office and General Equipment	
047407	Yok Park Production Room Audio Equipment	Yok Park Production Room Audio Equipment	Audio Visual Equip	1/07/2011	1/07/2011	1/07/2011								Facility Equipment and Furniture	Office and General Equipment	
047414	Yok Park Coin Counting Machine	Yok Park Elcom C0580 Coin Counting Machine	Parking Equipment	1/05/1984	1/05/1984	1/05/1984								Facility Equipment and Furniture	Office and General Equipment	
047422	Yok Park Box-Bench Home/Visitor Com Sys	Yok Park Box To Bench Home And Visitors Communication System	Communications Sys	29/08/2009	29/08/2009	29/08/2009								Facility Equipment and Furniture	Office and General Equipment	
047450	Yok Park Function Centre Chairs x250	Yok Park Function Centre Chairs x 250	Furniture	23/02/2009	23/02/2009	23/02/2009								Facility Equipment and Furniture	Office and General Equipment	
047811	Yok Park Glasswasher	Glasswasher	Kitchen Equipment	17/03/2003	17/03/2003	17/03/2003								Facility Equipment and Furniture	Office and General Equipment	
047812	Yok Park Glasswasher	Glasswasher	Kitchen Equipment	17/12/2002	17/12/2002	17/12/2002								Facility Equipment and Furniture	Office and General Equipment	
047626	Yok Park RACT Function Room Audio & PA Syste	Yok Park RACT Function Room Audio & PA System	Audio Visual Equip	18/01/2012	18/01/2012	18/01/2012								Facility Equipment and Furniture	Office and General Equipment	
047740	Yok Park Line Marker	Yok Park Line Marker	Specialist Equipment	21/09/2011	21/09/2011	21/09/2011								Facility Equipment and Furniture	Office and General Equipment	
047765	Yok Park MAXV System Direct Feed	Yok Park MAXV System Direct feed for TVs throughout venue	Audio Visual Equip	4/08/2004	4/08/2004	4/08/2004								Facility Equipment and Furniture	Office and General Equipment	
047932	Yok Park F/Centre Lvl 2 Plasma Display	Yok Park Function Centre Level 2 Plasma Display Panel PS42P3ST	Audio Visual Equip	19/08/2004	19/08/2004	19/08/2004								Facility Equipment and Furniture	Office and General Equipment	
047933	Yok Park Plasma Display Panel PS42P3ST	Yok Park Plasma Display Panel PS42P3ST	Audio Visual Equip	19/08/2004	19/08/2004	19/08/2004								Facility Equipment and Furniture	Office and General Equipment	
047934	Yok Park Plasma Display Panel PS42P3ST	Yok Park Plasma Display Panel PS42P3ST	Audio Visual Equip	19/08/2004	19/08/2004	19/08/2004								Facility Equipment and Furniture	Office and General Equipment	
047935	Yok Park Plasma Display Panel PS42P3ST	Yok Park Plasma Display Panel PS42P3ST	Audio Visual Equip	19/08/2004	19/08/2004	19/08/2004								Facility Equipment and Furniture	Office and General Equipment	
047936	Yok Park Plasma Display Panel PS42P3ST	Yok Park Plasma Display Panel PS42P3ST	Audio Visual Equip	19/08/2004	19/08/2004	19/08/2004								Facility Equipment and Furniture	Office and General Equipment	
048031	Yok Park Level 2 Public Address System	Yok Park Level 2 Public Address System	Audio Visual Equip	26/07/2004	26/07/2004	26/07/2004								Facility Equipment and Furniture	Office and General Equipment	
048067	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	7/03/2006	7/03/2006	7/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048068	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	7/03/2006	7/03/2006	7/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048069	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	7/03/2006	7/03/2006	7/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048070	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	7/03/2006	7/03/2006	7/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048071	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	7/03/2006	7/03/2006	7/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048072	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	7/03/2006	7/03/2006	7/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048073	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	7/03/2006	7/03/2006	7/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048074	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	4/03/2006	4/03/2006	4/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048075	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	7/03/2006	7/03/2006	7/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048076	Yok Park Refrigerator (Cooler)	Yok Park Refrigerator (Cooler)	Kitchen Equipment	7/03/2006	7/03/2006	7/03/2006								Facility Equipment and Furniture	Office and General Equipment	
048160	Yok Park Sound System Room	Yok Park Sound System Room	Audio Visual Equip	29/05/2003	29/05/2003	29/05/2003								Facility Equipment and Furniture	Office and General Equipment	
048185	Yok Park Coin Counting Machine	Yok Park Spiritquip DCS 800 Coin Counting Machine/Machine moved to Yok Park for coin counting.	Parking Equipment	17/09/1998	17/09/1998	17/09/1998								Facility Equipment and Furniture	Office and General Equipment	
048203	Yok Park Table	Table x 25	Furniture	14/09/2004	14/09/2004	14/09/2004								Facility Equipment and Furniture	Furniture	
048204	Yok Park Table	Table x 25	Furniture	14/09/2004	14/09/2004	14/09/2004								Facility Equipment and Furniture	Furniture	
048206	Yok Park RACT Function Room Tables x 25	Yok Park RACT Function Room Tables x 25	Furniture	5/08/2008	5/08/2008	5/08/2008								Facility Equipment and Furniture	Furniture	
048207	Yok Park Table Trolley	Yok Park Table Trolley	Workshop Equipment	5/08/2008	5/08/2008	5/08/2008								Facility Equipment and Furniture	Office and General Equipment	
048265	Yok Park Trolley Trailer	Yok Park Trolley Trailer Combination of trailer and wooden sheets to place on the ground when cars or	Workshop Equipment	31/10/2000	31/10/2000	31/10/2000								Facility Equipment and Furniture	Office and General Equipment	
048267	Yok Park Trolley Trailer	Yok Park Trolley Trailer Combination of trailer and wooden sheets to place on the ground when cars or	Workshop Equipment	31/10/2000	31/10/2000	31/10/2000								Facility Equipment and Furniture	Office and General Equipment	
048293	Yok Park Video Assisted Gate Control Mgmt	Yok Park Video Assisted Gate Control Management System	Audio Visual Equip	17/12/2008	17/12/2008	17/12/2008								Facility Equipment and Furniture	Office and General Equipment	
048331	Yok Park Coaches Communication System	Yok Park Coaches Communication System	Communications Sys	1/06/2006	1/06/2006	1/06/2006								Facility Equipment and Furniture	Office and General Equipment	
048332	Yok Park Park Optic Cable Network	Yok Park Fibre Optic Cable Network	Equipment	1/05/2007	1/05/2007	1/05/2007								Facility Equipment and Furniture	Office and General Equipment	
048333	Yok Park F/Centre Banquet Plate Rack	Yok Park Function Centre Kitchen Fibra Rational Banquet Plate Rack x 4	Kitchen Equipment	1/07/2004	1/07/2004	1/07/2004								Facility Equipment and Furniture	Office and General Equipment	
048334	Yok Park F/Centre Rational Comb	Yok Park Function Centre Kitchen Fibra 20 Tray Rational Comb Stenage	Kitchen Equipment	1/07/2004	1/07/2004	1/07/2004								Facility Equipment and Furniture	Office and General Equipment	
048335	Yok Park F/Centre Norris Dishwasher	Yok Park Function Centre Kitchen Fibra Norris Dishwasher	Kitchen Equipment	1/07/2004	1/07/2004	1/07/2004								Facility Equipment and Furniture	Office and General Equipment	
048336	Yok Park F/Centre Garland & Burner Rang	Yok Park Function Centre Kitchen Fibra Garland & Burner Rang	Kitchen Equipment	1/07/2004	1/07/2004	1/07/2004								Facility Equipment and Furniture	Office and General Equipment	
048337	Yok Park F/Centre Kitchen Misc Items	Yok Park Function Centre Kitchen Fibra Miscellaneous Items	Kitchen Equipment	1/07/2004	1/07/2004	1/07/2004								Facility Equipment and Furniture	Office and General Equipment	
048338	Yok Park Grandstand Fire And Security P	Yok Park Grandstand Fire And Security Protection Systems	Security Equipment	30/06/2002	30/06/2002	30/06/2002								Facility Equipment and Furniture	Office and General Equipment	
048340	Yok Park RACT Stand Reply Screen	Yok Park RACT Stand (South) Reply Screen	Audio Visual Equip	1/05/2005	1/05/2005	1/05/2005								Facility Equipment and Furniture	Office and General Equipment	
048341	Yok Park Shipping Container	Yok Park Shipping Container	Storage Equipment	1/06/2006	1/06/2006	1/06/2006								Facility Equipment and Furniture	Office and General Equipment	
048342	Yok Park Signs	Yok Park Signs	Specialised Equipment	30/05/2006	30/05/2006	30/05/2006								Facility Equipment and Furniture	Office and General Equipment	
050210	Yok Park Video Screen	Yok Park Video Screen (Palmer Worknet Hill)	Audio Visual Equip	7/03/2016	7/03/2016	7/03/2016								Facility Equipment and Furniture	Office and General Equipment	
051979	Yok Park Additional Audio Visual E	Yok Park Additional Audio Visual Equipment. Refer to notes for listing of components.	Audio Visual Equip	15/10/2016	15/10/2016	15/10/2016	Media Imaging							Facility Equipment and Furniture	Office and General Equipment	
053843	Yok Park F/Centre Seating	Yok Park Function Centre Seating	Furniture	13/10/2016	13/10/2016	13/10/2016	Farmont Furniture							Facility Equipment and Furniture	Furniture	
054021	Yok Park Electronic Fence Signage	Yok Park Boundary Fence LED Signage	LED Signage	30/12/2017	30/12/2017	30/12/2017								Facility Equipment and Furniture	Furniture and Fixings	Signage
054134	Yok Park LED Sign Storage Cabinets	Yok Park Storage cabinets for LED Electronic Fence Signage	LED Storage Cabinets	1/07/2017	1/07/2017	1/07/2017								Facility Equipment and Furniture	Office and General Equipment	
055323	Yok Park Signs	Yok Park Signs (includes additional PA, home, wireless and UPS units)	Specialised Equipment	17/08/2017	17/08/2017	17/08/2017								Facility Equipment and Furniture	Office and General Equipment	
055611	Yok Park Pitch Covers	Yok Park Pitch Covers	Pitch Covers	31/1/2017	31/1/2017	31/1/2017								Facility Equipment and Furniture	Office and General Equipment	
056096	Yok Park Pressure Cleaner	Yok Park Pressure Cleaner	Cleaning Equipment	8/08/2018	8/08/2018	8/08/2018	Kw 7 Inc							Facility Equipment and Furniture	Office and General Equipment	
056798	Yok Park Access Control System	Yok Park Access Control System	Security Equipment	1/05/2019	1/05/2019	1/05/2019	TMR Systems Pty Ltd							Facility Equipment and Furniture	Office and General Equipment	
056800	Yok Park Stadium CCTV	Yok Park Stadium CCTV	Security Equipment	15/02/2019	15/02/2019	15/02/2019	TMR Systems Pty Ltd							Facility Equipment and Furniture	Office and General Equipment	
071378	Yok Park Audio - Dantz Bench x 4	Yok Park Audio - Dantz Bench x 4 - 2in-20w	Audio Visual Equip	8/03/2004	8/03/2004	8/03/2004								Facility Equipment and Furniture	Office and General Equipment	

Exercise Bikes to Transfer from LA FH - Lunceston Aquatic Centre																
Asset N	Asset Search Description	Asset Description	Asset Short Description	Acquisition Date	Commission Date	Construction Date	Supplier Name	Manufacturer Name	Manufacture Date	Make	Model Number	Serial Number	Warranty Expiry Date	Class	Category	Group
04527	Spinner Bike - Body Bike SMART+	Spinner Bike - Body Bike SMART+	Spinner Bike - Body	18/05/2017	18/05/2017	18/05/2017								Facility Equipment and Furniture	Office and General Equipment	
04528	Spinner Bike - Body Bike SMART+	Spinner Bike - Body Bike SMART+	Spinner Bike - Body	18/05/2017	18/05/2017	18/05/2017								Facility Equipment and Furniture	Office and General Equipment	
04531	Spinner Bike - Body Bike SMART+	Spinner Bike - Body Bike SMART+	Spinner Bike - Body	18/05/2017	18/05/2017	18/05/2017								Facility Equipment and Furniture	Office and General Equipment	

Equipment & Furniture

Asset N	Asset Description	Asset Search Description	Asset Short Description	Acquisition Date	Construction Date	Commission Date	Supplier Name	Manufacturer Name	Manufacture Date	Make	Model	Serial Number	Warranty Expiry	Class	Catego	Group
406373	York Park Precinct Tree Peppercom Schinus molle	Schinus molle	Peppercom			4/08/2014								Facilities	Trees	Tree
406389	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
406745	York Park Precinct Tree Sweet Pittosporum Pittosporum undulatum	Pittosporum undulatum	Sweet Pittosporum			4/08/2014								Facilities	Trees	Tree
406881	York Park Precinct Tree Peppercom Schinus molle	Schinus molle	Peppercom			4/08/2014								Facilities	Trees	Tree
406927	York Park Precinct Tree Dutch Elm Group Ulmus x hollandica	Ulmus x hollandica	Dutch Elm Group			4/08/2014								Facilities	Trees	Tree
407078	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
407283	Elizabeth Gardens Tree Lemonwood or Tarata Pittosporum eugenioides	Pittosporum eugenioides	Lemonwood Or Tarata			4/08/2014								Facilities	Trees	Tree
407475	Elizabeth Gardens Tree Peppercom Schinus molle	Schinus molle	Peppercom			4/08/2014								Facilities	Trees	Tree
407627	York Park Precinct Tree Peppercom Schinus molle	Schinus molle	Peppercom			4/08/2014								Facilities	Trees	Tree
407713	York Park Precinct Tree kohuhu or kohukohu or Black Matipo Pittosporum tenuifolium	Pittosporum tenuifolium	Kohuhu			4/08/2014								Facilities	Trees	Tree
407896	York Park Precinct Tree Dutch Elm Group Ulmus x hollandica	Ulmus x hollandica	Dutch Elm Group			4/08/2014								Facilities	Trees	Tree
408358	Elizabeth Gardens Tree Lemonwood or Tarata Pittosporum eugenioides	Pittosporum eugenioides	Lemonwood Or Tarata			4/08/2014								Facilities	Trees	Tree
408426	York Park Precinct Tree Lemonwood or Tarata Pittosporum eugenioides	Pittosporum eugenioides	Lemonwood Or Tarata			4/08/2014								Facilities	Trees	Tree
408507	York Park Precinct Tree Laurustinus Viburnum tinus	Viburnum tinus	Laurustinus			4/08/2014								Facilities	Trees	Tree
408607	York Park Precinct Tree Lemonwood or Tarata Pittosporum eugenioides	Pittosporum eugenioides	Lemonwood Or Tarata			4/08/2014								Facilities	Trees	Tree
408662	York Park Precinct Tree Deodar Cedrus deodara	Cedrus deodara	Deodar			4/08/2014								Facilities	Trees	Tree
408700	York Park Precinct Tree Deodar Cedrus deodara	Cedrus deodara	Deodar			4/08/2014								Facilities	Trees	Tree
408718	Elizabeth Gardens Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
408758	York Park Precinct Tree Peppercom Schinus molle	Schinus molle	Peppercom			4/08/2014								Facilities	Trees	Tree
408788	York Park Precinct Tree Dutch Elm Group Ulmus x hollandica	Ulmus x hollandica	Dutch Elm Group			4/08/2014								Facilities	Trees	Tree
408958	York Park Precinct Tree kohuhu or kohukohu or Black Matipo Pittosporum tenuifolium	Pittosporum tenuifolium	Kohuhu			4/08/2014								Facilities	Trees	Tree
409159	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
409421	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
409426	Elizabeth Gardens Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
409475	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
409522	York Park Precinct Tree Dutch Elm Group Ulmus x hollandica	Ulmus x hollandica	Dutch Elm Group			4/08/2014								Facilities	Trees	Tree
409511	York Park Precinct Tree Laurustinus Viburnum tinus	Viburnum tinus	Laurustinus			4/08/2014								Facilities	Trees	Tree
409771	York Park Precinct Tree Laurustinus Viburnum tinus	Viburnum tinus	Laurustinus			4/08/2014								Facilities	Trees	Tree
409818	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
409861	Elizabeth Gardens Tree Peppercom Schinus molle	Schinus molle	Peppercom			4/08/2014								Facilities	Trees	Tree
410101	York Park Precinct Tree Dutch Elm Group Ulmus x hollandica	Ulmus x hollandica	Dutch Elm Group			4/08/2014								Facilities	Trees	Tree
410182	York Park Precinct Tree Lemonwood or Tarata Pittosporum eugenioides	Pittosporum eugenioides	Lemonwood Or Tarata			4/08/2014								Facilities	Trees	Tree
410325	York Park Precinct Tree Sweet Pittosporum Pittosporum undulatum	Pittosporum undulatum	Sweet Pittosporum			4/08/2014								Facilities	Trees	Tree
410788	York Park Precinct Tree Sweet Pittosporum Pittosporum undulatum	Pittosporum undulatum	Sweet Pittosporum			4/08/2014								Facilities	Trees	Tree
410919	York Park Precinct Tree Deodar Cedrus deodara	Cedrus deodara	Deodar			4/08/2014								Facilities	Trees	Tree
411083	York Park Precinct Tree Peppercom Schinus molle	Schinus molle	Peppercom			4/08/2014								Facilities	Trees	Tree
411753	York Park Precinct Tree Peppercom Schinus molle	Schinus molle	Peppercom			4/08/2014								Facilities	Trees	Tree
412526	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
412535	York Park Precinct Tree Peppercom Schinus molle	Schinus molle	Peppercom			4/08/2014								Facilities	Trees	Tree
412651	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
413130	York Park Precinct Tree Lemonwood or Tarata Pittosporum eugenioides	Pittosporum eugenioides	Lemonwood Or Tarata			4/08/2014								Facilities	Trees	Tree
413134	York Park Precinct Tree Lemonwood or Tarata Pittosporum eugenioides	Pittosporum eugenioides	Lemonwood Or Tarata			4/08/2014								Facilities	Trees	Tree
413157	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
413662	York Park Precinct Tree Lemonwood or Tarata Pittosporum eugenioides	Pittosporum eugenioides	Lemonwood Or Tarata			4/08/2014								Facilities	Trees	Tree
413678	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
413936	York Park Precinct Tree Photinia Photinia glabra 'Robusta'	Photinia glabra 'Robusta'	Photinia			4/08/2014								Facilities	Trees	Tree
416000	York Park Precinct Tree Ulmus species	Ulmus species Tree	Park Tree			4/08/2014								Facilities	Trees	Tree
416346	York Park Precinct Tree Ulmus species	Ulmus species Tree	Park Tree			4/08/2014								Facilities	Trees	Tree
416347	York Park Precinct Tree Ulmus species	Ulmus species Tree	Park Tree			4/08/2014								Facilities	Trees	Tree
416348	York Park Precinct Tree Cedrus atlantica	Cedrus atlantica	Park Tree			4/08/2014								Facilities	Trees	Tree
416350	York Park Precinct Tree Salix babingtonia	Salix babingtonia	Park Tree			4/08/2014								Facilities	Trees	Tree
416351	York Park Precinct Tree Ulmus species	Ulmus species Tree	Park Tree			4/08/2014								Facilities	Trees	Tree
416352	York Park Precinct Tree Cedrus species	Cedrus species Tree	Park Tree			4/08/2014								Facilities	Trees	Tree
416353	York Park Precinct Tree Ulmus species	Ulmus species Tree	Park Tree			4/08/2014								Facilities	Trees	Tree
416616	York Park Precinct Tree Schinus molle	Schinus molle	Park Tree			4/08/2014								Facilities	Trees	Tree
461788	York Park Precinct Ulmus x hollandica Tree	Ulmus x hollandica Tree	Ulmus x hollandica			4/08/2014								Facilities	Trees	Tree
461789	York Park Precinct Schinus molle Tree	Schinus molle Tree	Schinus molle			4/08/2014								Facilities	Trees	Tree

Asset Number	Asset Description	Asset Search Description	Asset Short Description	Acquisition Date	Construction Date	Commission Date	Supplier Name	Manufacturer Name	Manufacture Date	Make	Model Number	Serial Number	Warranty Expiry Date	Class	Category	Group
405401	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405403	Inveresk Precinct Fence	Inveresk Precinct Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405404	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405407	Inveresk Precinct Fence	Inveresk Precinct Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405408	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405411	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405414	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405418	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405419	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405420	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405423	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405427	York Park Fence	York Park Fence	Inveresk Fence		20/06/2000	29/06/2014								Facilities	Fencing	Fences
405428	York Park Fence	York Park Fence	Inveresk Fence			29/06/2014								Facilities	Fencing	Fences
405431	York Park Gate	York Park Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405433	Inveresk Precinct Gate	Inveresk Precinct Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405434	York Park Gate	York Park Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405435	York Park Gate	York Park Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405436	York Park Gate	York Park Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405437	York Park Gate	York Park Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405439	Inveresk Precinct Gate	Inveresk Precinct Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405447	Inveresk Precinct Gate	Inveresk Precinct Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405448	York Park Gate	York Park Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405450	York Park Gate	York Park Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
405452	York Park Gate	York Park Gate	Inveresk Gate			29/06/2014								Facilities	Fencing	Gate
448395	York Park Precinct Gates	York Park Precinct Gates	York Park Precinct G	29/06/2014		29/06/2014								Facilities	Fencing	Gate
448443	York Park Wicket Nursery Fencing	York Park Wicket Nursery Fencing	Fence Wicket Nurs.	15/12/2013		15/12/2013								Facilities	Fencing	Fences
448758	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448759	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448760	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448761	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448762	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448763	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448766	Inveresk Precinct Fence	Inveresk Precinct Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448781	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448792	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448785	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
448786	York Park Fence	York Park Fence	Inveresk Fence			10/08/2015								Facilities	Fencing	Fences
466183	Inveresk Precinct Gate	Inveresk Precinct Gate	Inveresk Gate											Facilities	Fencing	Gate
467066	York Park Fence;LED panels sum	York Park Fence	YorkParkFence			1/11/2019								Facilities	Fencing	Fences
467170	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467171	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467172	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467173	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467174	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467175	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467176	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467177	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467178	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467179	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467180	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467181	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467182	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467183	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467184	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467185	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467186	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467187	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467188	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467189	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467190	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467191	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467192	York Park Gate;	York Park Gate	YorkParkGate			1/11/2019								Facilities	Fencing	Gate
467510	York Park Playing Surface Fence	York Park Playing Surface Fence & Gates	YorkParkFence	1/12/2019		1/12/2019								Facilities	Fencing	Fences
467522	York Park Practice Wicket Fence	York Park Practice Wicket Fence	YorkParkPracWicketFence	1/01/2020	1/01/2020	1/01/2020								Facilities	Fencing	Fences

Asset Number	Asset Description	Asset Search Description	Asset Short Description	Acquisition Date	Construction Date	Commission Date	Supplier Name	Manufacturer Name	Manufacture Date	Make	Model Number	Serial Number	Warranty Expiry Date	Class	Category	Group
400445	York Park Path, Inveresk Precinct, (new sealed area behind East Terrace Stand)	York Park Path	Inveresk Path		31/01/2014	31/01/2014								Roads	Facilities	Footpath
400446	Inveresk Precinct Path	Inveresk Precinct Path	Inveresk Path		1/01/2012	30/04/2014								Roads	Facilities	Footpath
400759	York Park Precinct Path	York Park Precinct Path	York Park Path			30/04/2014								Roads	Facilities	Footpath
400800	York Park Precinct Path	York Park Precinct Path	York Park Path			30/04/2014								Roads	Facilities	Footpath
400801	York Park Precinct Path	York Park Precinct Path	York Park Path			1/01/2000								Roads	Facilities	Footpath
400802	York Park Precinct Path	York Park Precinct Path	York Park Path			1/01/2000								Roads	Facilities	Footpath
405372	York Park Way, renamed 13 June 2018 from York Park Precinct Service Road	York Park Way	York Park Way			28/06/2014								Roads	Facilities	Segment
405386	Surface York Park Way, renamed 13 June 2018 from York Park Precinct Service Road	York Park Way SU	York Park Way SU			1/01/2000								Roads	Facilities	Surface
405553	Pavement York Park Way, renamed 13 June 2018 from York Park Precinct Service Road	York Park Way PB	York Park Way PB			1/01/2000								Roads	Facilities	Pavement Base
405576	York Park Hand Rail	York Park Hand Rail	Inveresk Hand Rail		30/07/2003	30/06/2014								Roads	Facilities	Safety Barrier
405577	York Park Hand Rail	York Park Hand Rail	Inveresk Hand Rail		30/07/2003	30/06/2014								Roads	Facilities	Safety Barrier
449492	Pavement Sub Base York Park Way, renamed 13 June 2018 from York Park Precinct Service Road	York Park Way PSB	York Park Way PSB			1/01/2000								Roads	Facilities	Pavement Sub Base
449745	York Park Precinct Path	York Park Precinct Path-ASPHALT	York Park Precinct P	1/01/2000		1/01/2000								Roads	Facilities	Footpath
466149	York Park Hand Rail	York Park Hand Rail	Inveresk Hand Rail			1/10/2018								Roads	Facilities	Safety Barrier
467065	York Park Precinct Path	York Park Precinct Path	York Park Path			1/11/2019								Roads	Facilities	Footpath
467524	York Park Practices Wickets Path	York Park Practices Wickets Path	YPPrac/WicketPath02	1/01/2020		1/01/2020								Roads	Facilities	Footpath
470226	Invermay Park Hand Rail (around the interchange benches)	Invermay Park Hand Rail	Invermay Hand Rail			1/08/2022								Roads	Facilities	Safety Barrier

Asset Number	Asset Description	Asset Search Description	Asset Short Description	Acquisition Date	Construction Date	Commission Date	Supplier Name	Manufacturer Name	Manufacture Date	Make	Model Number	Serial Number	Warranty Expiry Date	Class	Category	Group
405457	Inveresk Precinct Light	Inveresk Precinct Light	Inveresk Light			29/06/2014								Facilities	Lighting	Light Poles
405458	Inveresk Precinct Light	Inveresk Precinct Light	Inveresk Light			29/06/2014								Facilities	Lighting	Light Poles
405459	Inveresk Precinct Light	Inveresk Precinct Light	Inveresk Light			29/06/2014								Facilities	Lighting	Light Poles
405539	Inveresk Precinct Light	Inveresk Precinct Light	Inveresk Light			29/06/2014								Facilities	Lighting	Light Poles
405540	Inveresk Precinct Light	Inveresk Precinct Light	Inveresk Light			29/06/2014								Facilities	Lighting	Light Poles
405546	York Park Light	York Park Light	Inveresk Light			29/06/2014								Facilities	Lighting	Light Poles
405547	York Park Inveresk Precinct Light	York Park Inveresk Precinct Light	Inveresk Light			29/06/2014								Facilities	Lighting	Light Poles
405761	York Park Light TowerNew Tower installed behind Southern Terrace	York Park Light Tower	York Light01		31/01/2014	31/01/2014								Facilities	Lighting	Light Poles
405467	York Park Light TowerRACT Stand	York Park Light Tower	York Park Light 02		1/01/2000	1/01/2000								Facilities	Lighting	Light Poles
405468	York Park Light TowerSouthern Terrace	York Park Light Tower	York Park Light03		1/01/2000	1/01/2000								Facilities	Lighting	Light Poles
405469	York Park Light TowerNorth Western side of ground	York Park Light Tower	York Park Light04		1/01/2000	1/01/2000								Facilities	Lighting	Light Poles
405541	York Park Light TowerNorthern Stand	York Park Light Tower	York Park Light05		1/01/2000	1/01/2000								Facilities	Lighting	Light Poles
405542	York Park Light TowerEastern Terrace	York Park Light Tower	York Park Light06		1/01/2000	1/01/2000								Facilities	Lighting	Light Poles
405843	York Park Lighting Head for New Tower installed behind Southern Terrace	York Park Light Tower	York Park Light 01		31/01/2014	31/01/2014								Facilities	Lighting	Light Poles
406073	York Park Lighting Head for Tower	York Park Light Tower	York Park Light02		1/01/2000	31/01/2014								Facilities	Lighting	Light Poles
406074	York Park Lighting Head for Tower	York Park Light Tower	York Park Light03		1/01/2000	31/01/2014								Facilities	Lighting	Light Poles
406075	York Park Lighting Head for Tower	York Park Light Tower	York Park Light04		1/01/2000	31/01/2014								Facilities	Lighting	Light Poles
406076	York Park Lighting Head for Tower	York Park Light Tower	York Park Light05		1/01/2000	31/01/2014								Facilities	Lighting	Light Poles
406077	York Park Lighting Head for Tower	York Park Light Tower	York Park Light06		1/01/2000	31/01/2014								Facilities	Lighting	Light Poles









