

PORT PHILLIP CITY COUNCIL

LICENCE

CROWN LAND (RESERVES) ACT 1978 Section 17B

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee HEREBY AUTHORISES the Licensee to use the licensed premises described in the Schedule for the specified purposes set out in the Schedule.

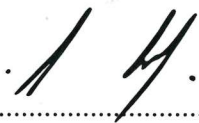
This Licence is subject to the provisions of the *Crown Land (Reserves) Act 1978* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

Signed on behalf of Port Phillip City)
Council ABN 21 762 977 945 pursuant to)
an Instrument of Sub-Delegation dated 1)
April 2020:

Joanne McNeill Nov 4, 2020
Joanne McNeill (Nov 4, 2020 08:47 GMT+11)
Joanne McNeill
Manager Asset Management and Property

Anthony Traill Nov 5, 2020
Anthony Traill (Nov 5, 2020 07:22 GMT+11)
Anthony Traill
Manager Open Space & Recreation Services

Signed under delegated authority by
Albert Park College ABN 28 123 613
381


.....
Authorised Signatory

Approved by
as delegate for the Minister
on

NOTE:

- | | |
|----------|--|
| <u>1</u> | <i>This licence is not valid until it has been approved by the Minister or the Minister's delegate.</i> |
| <u>2</u> | <i>This Licence is an important document and should be stored in a secure and safe place.
In the event of loss, a replacement fee will be charged.</i> |

INDEX

SCHEDULE

LICENCE CONDITIONS

1 Grant

2 Licensee's Obligations (Positive)

- 2.1 Licence fee
- 2.2 Rates and Taxes
- 2.3 Indemnity
- 2.4 Public Liability Insurance
- 2.5 Maintenance
- 2.6 Fire Protection Works
- 2.7 Condition at Termination
- 2.8 Notice of Defects and other matters
- 2.9 Compliance with Law
- 2.10 Arrears and Interest
- 2.11 Further Conditions

3 Licensee's Obligations (Negative)

- 3.1 Use of Licensed premises
- 3.2 Create nuisance
- 3.3 Allow rubbish
- 3.4 Hazardous Chemicals
- 3.5 Assignment
- 3.6 Licensor's Entry
- 3.7 Void insurance
- 3.8 Erection of Improvements

4 General Conditions

- 4.1 Termination upon Default
- 4.2 Termination without Default
- 4.3 Ownership of Improvements
- 4.4 Licensee's Chattels
- 4.5 Licensor may remove and dispose of property
- 4.6 Licensor's Agents
- 4.7 Notices
- 4.8 Debt recovery
- 4.9 Additional Approvals

5 Definitions

6 Interpretations

Attachment 1 – Plan

Attachment 2 – Child Safe Policy

SCHEDULE

ITEM

- 1 **Licence Number:** /LIC
- 2 **Licensor:** Port Phillip City Council (ABN 21 762 977 945) of 99A Carlisle Street, St Kilda Victoria 3182
- 3 **Licensee:** Albert Park College (ABN 28 123 613 381)
- 4 **Licensee's Address:** 83 Danks Street, Albert Park Victoria 3206
- 5 **Commencement Date:** 13 July 2020
- 6 **Term:** Five months and nineteen days expiring 31 December 2020
- 7 **Licence fee:** \$1 per annum plus GST, if demanded
- 8 **Payable:** Annually in advance
- 9 **Reservation description:** Land deemed temporarily reserved for public park and recreation purposes pursuant to section 5 of the *Crown land (Reserves) Act 1978 (Vic)*
- 10 **Licensed premises:** Part of Crown Allotment 4 Section 77A, City of South Melbourne, Parish of Melbourne South known as Gasworks Park, 35 Graham Street, Albert Park, together with all the improvements on the land, as shown shaded in blue on the attached plan
- 11 **Area:** Approximately 5,880 square metres
- 12 **Powers under which licence granted:** *Section 17B Crown land (Reserves) Act 1978 (Vic)*
- 13 **Specified Purposes:** School recreation and associated activities during school days noting the following:
 - Access to the licensed premises is permitted only during recess and lunch periods;
 - Sporting games or the use of sporting equipment are not permitted;
 - No sporting equipment or other infrastructure, temporary or otherwise, is to be installed or utilised;
 - Use of the park must not adversely impact other users, including the right for the public to enjoy the local amenity and open park land;
 - The licence does not provide exclusive use of the licensed premises to the Licensee;
 - A supervising teacher must be present at all times to oversee appropriate student conduct;

- Public amenities within the Gasworks' Theatre and Café complex are not to be utilised by the Licensee;
- The path network within Gasworks Arts Park must be used by students when walking between campuses;
- The licence covers the defined area only (Attachment 1), maintaining the majority of the park for other park users.

14 Amount of Public Liability Insurance:

\$20 million

15 Licensor Address:

99a Carlisle Street, St Kilda Victoria 3182

16 Special Conditions:

This Licence is subject to the following Special Conditions. The Special Conditions override any inconsistent provisions in this Licence.

1. GST

The definition of GST in clause 5 of this Licence is deleted and replaced with the following:

GST means GST within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes penalties and interest. If under or in relation to the *National Taxation Reform (Consequential Provisions) Act 2000 (Vic)* or a direction given under section 6 of that Act, the supplier makes voluntary or notional payments, the definition of GST includes those voluntary or notional payments and expressions containing the term 'GST' have a corresponding expanded meaning.

2. Permitted Hours of Operation

2.1 In this Special Condition 2, '**Permitted Hours of Operation**' means:

Recess and lunch periods during school hours only. School hours are considered 8.30 am to 3.30 pm, Monday through Friday. Excludes school holidays and public holidays.

2.2 The Licensee must:

2.2.1 not operate its activities at the licensed premises outside the Permitted Hours of Operation;

2.2.2 ensure that its use of the licensed premises at all times complies with the requirements of the *Environmental Protection (Residential Noise) Regulations 1997 (Vic)*; and

2.2.3 seek the Licensor's written consent to any variation to the Permitted Hours of Operation at least 28 days prior to requiring any such variation.

2.3 Council reserves the right to cancel/restrict access at any time for any events, project or maintenance works.

2.4 This Special Condition 2 is an essential term of this Licence.

3. Reporting Requirements

The Licensee must provide to Council, upon request, a written report detailing the activities conducted by the Licensee during the Term and, where applicable, a list of the groups which have used the licensed premises and a list of times at which the licensed premises were used.

4. **Council Policies**

The Licensee must comply with Council's:

4.1 Act and Adapt Strategy; and

4.2 Social Justice Charter,

copies of which are accessible on Council's website.

The Licensee must also comply with Council's Child Safe Policy, a copy of which is contained in Attachment 2.

5. **Liquor Licence**

The Licensee must not apply for any licence under the *Liquor Control Reform Act 1998* (Vic) for the licensed premises.

This Special Condition 5 is an essential term of this Licence.

6. **Working with Children Checks**

6.1 Without limiting clause 3.1, the Licensee must:

6.1.1 ensure that all employees and volunteers who are required to apply for a Working with Children Check (WWC) under the *Working with Children Act 2005* (Vic) (WWCA) have done so before working with children at the licensed premises;

6.1.2 provide a copy of the WWC card of each of the Licensee's employees and volunteers working at the licensed premises to the Licensor, on demand;

6.1.3 ensure that any employee or volunteer that is given a negative notice (within the meaning given to that term in the WWCA) does not work with children at the licensed premises; and

6.1.4 subject to Special Condition 6.2, ensure that the information in any WWC of the Licensee's employees and volunteers which is provided to the Licensor, is kept confidential.

6.2 The Licensee agrees that the Licensor may disclose the information in any WWC of the Licensee's employees and volunteers for the purpose of administering or enforcing this Licence, or if required by law.

This Special Condition 6 is an essential term of this Licence.

7. **Occupational Health and Safety**

The Licensee accepts its responsibility to meet the obligations prescribed by the Occupational Health and Safety Legislative Framework and may be subject to an audit to establish its bona fides.

8. **Other Obligations**

- 8.1 The Licensor and the Licensee will work together to develop a harmonious relationship that takes into account the needs and wants of stakeholders.
- 8.2 Notwithstanding clause 2.10.1.2, the Licensor will not require the Licensee to pay the Licensor's legal costs in respect or in preparation and execution of this licence.

9. **Removal of Weeds and Pest Animals**

- 9.1 Notwithstanding clause 2.5.1.1, the Licensee is not responsible for the removal of weeds and pest animals.

10. **Environmental Measures**

In occupying and using the licensed premises pursuant to this Licence, the Licensee agrees to use reasonable endeavours to develop and implement environmentally sustainable practices, with a particular focus on the following, provided that implementing these measures does not result in any additional costs to the Licensee:

- 10.1.1 reducing energy consumption;
- 10.1.2 reducing water usage;
- 10.1.3 reducing landfill waste;
- 10.1.4 encouraging low emission transport options; and
- 10.1.5 implementing sustainable purchasing policies to help reduce contamination/pollution and enhance indoor environment quality.

If requested by the Licensee and agreed by the Licensor, the Licensor will work collaboratively with the Licensee, to assist the Licensee in developing and implementing environmentally sustainable practices pursuant to the preceding Special Condition.

From time to time the Licensor may at its discretion, elect to fund and implement sustainability initiatives designed to improve the environmental performance of the licensed premises. The Licensee must cooperate with the Licensor in relation to any such initiatives.

11. **Remediation Works**

- 11.1 The Licensee acknowledges that the Licensor proposes to undertake environmental remediation works in respect of the land of which the licensed premises form part (**Remediation Works**).
- 11.2 The Licensee agrees that the Licensor may undertake Remediation Works; however nothing in this Licence requires the Licensor to do so.
- 11.3 If the Licensor notifies the Licensee that the Licensor has decided to commence Remediation Works which impact on the licensed premises, then:
 - 11.3.1 the Licensor may notify the Licensee that some or all of the licensed premises will be unusable while the Remediation Works are being carried out, in which case, from the date which is 30 days after the date of the Licensor's notice, the Licensee is not entitled to access or use those areas while the Remediation Works are being carried out (such areas to be defined in the Licensor's notice); and

- 11.3.2 if the Licensor notifies the Licensee that the Licensor considers that the nature and extent of the Remediation Works are inconsistent with the continued operation of this Licence, then this Licence shall terminate after 90 days of the Licensor's notice.
- 11.4 The Licensee releases the Licensor from all claims for any loss or damage which the Licensee may suffer as a result of:
 - 11.4.1 any Remediation Works carried out by the Licensor;
 - 11.4.2 the Licensee being unable to access or use the whole or any part of the licensed premises while Remediation Works are being carried out; and
 - 11.4.3 the early termination of this Licence pursuant to this Special Condition.

This Special Condition 11 is an essential term of this Licence.

12. **Gambling**

The Licensee must not apply for any licence under the *Gambling Regulation Act 2003* (Vic) for the licensed premises.

This Special Condition 12 is an essential term of this Licence.

13. **Termination on Giving of Notice**

Either party may, on the giving of at least 30 days' written notice to the other party, terminate this Licence for any reason.

14. **Reimbursement of Cost of Maintenance Works**

The Licensee must reimburse the Licensor for cost of any maintenance works required due to the Licensee's use of the licensed premises.

15. **Rubbish**

The Licensee must remove any associated rubbish from the licensed premises.

16. **Rates and Taxes**

Clause 2.2 is deleted and does not apply.

LICENCE CONDITIONS

1 **Grant**

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed premises or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 **Licensee's Obligations (Positive)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:-

2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 15 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 **Rates and Taxes**

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed premises.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 **Indemnity**

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 **Public Liability Insurance**

A public liability insurance policy over the premises (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 14 of the Schedule), which is endorsed (as follows), to note:

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water and Planning, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 14 of the Schedule for any one occurrence.'

2.5 **Maintenance**

2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-

2.5.1.1 Keep the licensed premises free of pest animals and weeds;

2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 **Fire Protection Works**

Undertake all fire protection works on the licensed premises required by law to the satisfaction of the Licensor and the responsible fire Authority.

2.7 **Condition at Termination**

On expiry or prior determination of this Licence return the licensed premises to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.8 Notice of Defects and other matters

- 2.8.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed premises and of any circumstances likely to cause any damage risk or hazard to the licensed premises or any person on it;
- 2.8.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed premises and full details of the circumstances of it;
- 2.8.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and
- 2.8.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 Arrears and Interest

- 2.10.1 Pay to the Licensor:-
 - 2.10.1.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the *Penalty Interest Rates Act 1983* computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
 - 2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed premises

Use the licensed premises for any purpose other than the specified purpose referred to in Item 13 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do not cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed premises.

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 Licensor's Entry

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

- 3.6.1.1 retaking or attempting to retake possession of the licensed premises;
- 3.6.1.2 inspection; or

3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 Erection of Improvements

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Ownership of Improvements

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 Licensee's Chattels

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 Licensor may remove and dispose of Licensee's chattels

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

4.9 Additional Approvals

If the Licensor is a Committee of Management or Trustees the approvals required in Conditions 3.1 and 3.8 shall be read to mean the Licensor and the Secretary or delegate.

5 **Definitions**

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

"**Crown**" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"**Department**" means the Department of Environment, Land, Water and Planning or its successor in law;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed premises**" means the land and structures described in Item 10 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Environment, Land, Water and Planning or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

"**Minister**" means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Environment, Land, Water and Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994*, and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 **Interpretations**

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

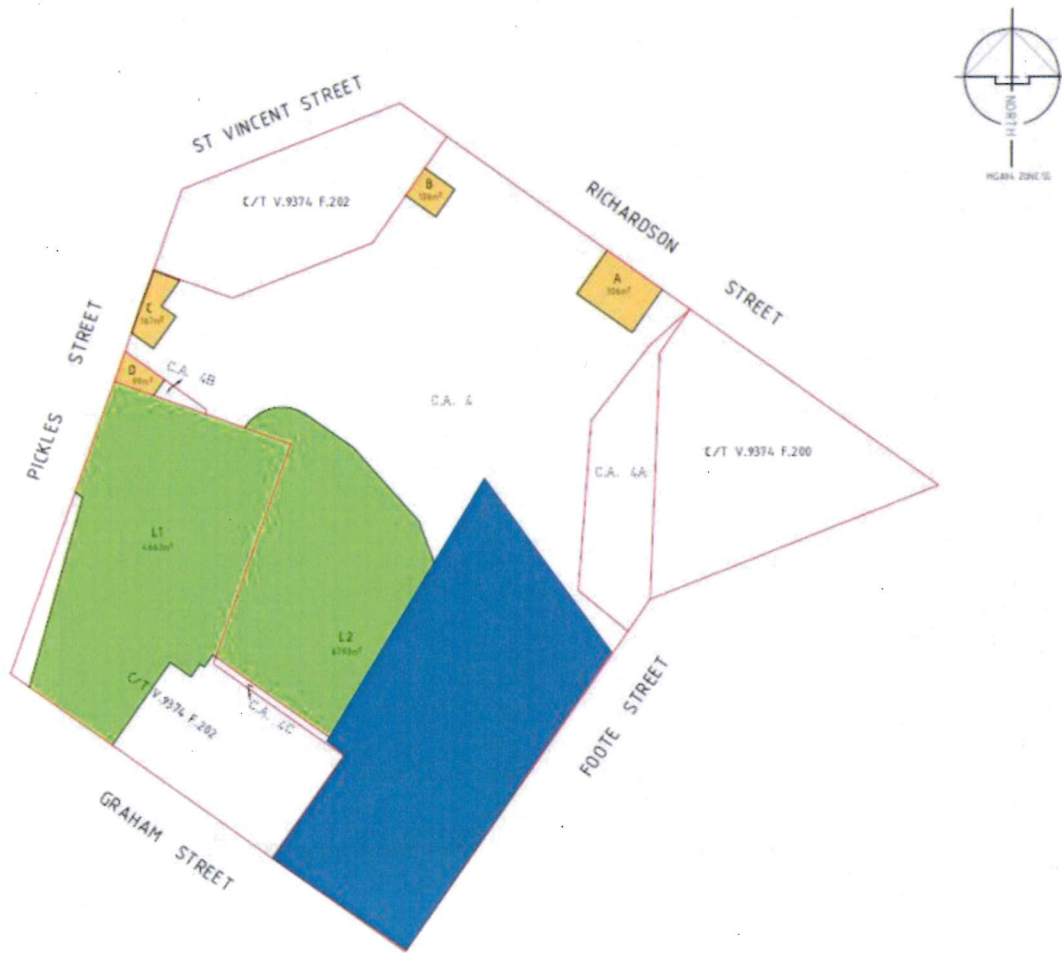
6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

Attachment 1



Licensed premises shaded in blue

Attachment 2



Child Safe Policy



Please consider
the environment
before printing



Consider carefully how
the information in this
document is transmitted

Child Safe Policy

Responsible officer

Samantha Neville
Child Safe Standards Project Officer

Authorising officer

TRIM folder

Enter TRIM number

Approval date

Approved by

Review date

Contents

Child Safe Policy	2
Contents	3
1. PURPOSE	4
2. OVERVIEW	4
3. DEFINITIONS	5
4. SCOPE	5
5. COMPLIANCE	5
6. POLICY	6
_6.1 Child safe standards	6
_6.2 Roles and Responsibilities	6
_6.7 Risk management	7
_6.8 Human resources and recruitment	7
_6.9 Reporting and responding to child safety concerns	8
_6.10 Reportable Conduct Scheme	9
_6.11 Children's participation and empowerment	9
_6.12 Continuous improvement	9
_6.13 Review of this policy	10
_6.14 Breaches	10
7. RELEVANT POLICY AND LEGISLATION	10
8. RELATED DOCUMENTS	11

1. PURPOSE

The purpose of this policy outlines the City of Port Phillip's strong commitment to the care, safety and wellbeing of children and young people and provides procedures to manage their safety.

Statement of commitment to child safety:

The City of Port Phillip has zero tolerance for child abuse.

The City of Port Phillip is a committed Child Safe organisation. Our commitment is to ensure that a culture of child safety is embedded into our practices and processes.

Every child and young person accessing City of Port Phillip has the right to feel and be safe.

This City embraces diversity and inclusion. All children and young people, regardless of their gender, race, religious beliefs, age, disability, sexual orientation, family background or social background, have equal rights to protection from abuse.

We firmly commit to the cultural safety of Aboriginal and Torres Strait Islander children and young people and children and young people from culturally and/or linguistically diverse backgrounds, and to the provision of a safe environment for children and young people with a disability, as well as other vulnerable groups of children and young people.

All City of Port Phillip Councillors, employees, volunteers, contractors and community representatives have a responsibility to understand and activate their role in preventing, detecting, responding and reporting any suspicions of child abuse to the relevant authorities, and maintaining a child safe culture.

2. OVERVIEW

The following underpins our commitment to the safety of all children and young people who live in, study in or visit the City of Port Phillip.

- All children and young people deserve, as a fundamental right, safety and protection from all forms of abuse and neglect.
- All people have a responsibility to care for children and young people, to positively promote their wellbeing and to protect them from any kind of harm or abuse.
- Our policies and guidelines for the care, wellbeing and protection of children are based on honest, respectful and trusting relationships between adults and children.
- Our policies and practices demonstrate compliance with legislative requirements and cooperation with governments, the police and human services agencies.
- We work in partnership with children, families and the community to ensure that they are engaged in decision making processes, particularly those that have an impact on child safety and protection.
- All persons involved in situations where harm is suspected, disclosed or who make a notification will be treated with sensitivity, dignity and respect, and provided with support.

All staff, families, children and young peoples should feel free to raise concerns about child safety, knowing these will be taken seriously by the City of Port Phillip.

3. DEFINITIONS

For the purpose of this policy, 'child /children or young person/ people' includes any person up to the age of 18 who has contact with people working for or representing the City of Port Phillip.

The Child Safe Standards and this policy cover the following forms of child abuse of children under the age of 18:

Sexual abuse occurs when a person uses power or authority over a child to involve the child in sexual activity. Physical force is sometimes involved. Child sexual abuse involves a wide range of sexual activity. It includes fondling of the child's genitals, masturbation, oral sex, vaginal or anal penetration by a penis, finger or other object, or exposure of the child to pornography.

Grooming describes the predatory conduct designed to facilitate later sexual activity with a child. Grooming can include communicating and/or attempting to befriend or establish a relationship or other emotional connection with the child or their parent/carer. Grooming does not necessarily involve any sexual activity or even discussion of sexual activity. On-line grooming is also a criminal offense.

Physical abuse occurs when a child suffers harm from an injury inflicted by another person. The injury may be inflicted intentionally or may be the inadvertent consequence of physical punishment or physically aggressive treatment of a child. The injury may take the form of bruises, cuts, burns or fractures.

Serious emotional and psychological abuse occurs when another person repeatedly rejects the child or uses threats to frighten the child. This may involve name calling, put downs or continual coldness from other person, to the extent that it significantly damages the child's physical, social, intellectual or emotional development.

Serious neglect is the failure to provide the child with the basic necessities of life such as food, clothing, shelter, medical attention or supervision, to the extent that the child's health and development is, or is likely to be harmed.

4. SCOPE

This policy applies to everyone who works for or represents the City of Port Phillip, as follows:

- Employees
- Councillors
- Contractors
- Agency staff
- Consultants
- Volunteers
- Students over the age of 18 on placement.

For this policy, the above will be referred to as "all staff" unless otherwise stipulated.

5. COMPLIANCE

All staff must adhere to this policy at all times.

Failure to comply with this policy may result in disciplinary action and in serious cases, termination of employment or contracts.

6. POLICY

6.1 Child safe standards

The United Nations Convention on the Rights of the Child recognises that children have a right to be protected from physical and mental harm and neglect, and to be able to enjoy the full range of human rights, including civil, cultural, economic, political and social rights. Children have the right to be safe in an organisational setting.

Council is committed to creating a child safe environment for all children and has been a signatory to the Victorian Charter for Child Friendly Cities and Communities since 2013. Council recognises the importance of human rights for all people including children and young people.

Council is committed to children's rights and safety, and complying with the compulsory Child Safe Standards introduced in 2015, which requires organisations to create and maintain a child safe organisation through:

- a) Strategies to embed an organisational culture of child safety, including through effective leadership arrangements.
- b) A child safe policy or statement of commitment to child safety.
- c) A code of conduct that establishes clear expectations for appropriate behaviour with children.
- d) Screening, supervision, training and other human resources practices that reduce the risk of child abuse by new and existing personnel.
- e) Processes for responding to and reporting suspected child abuse.
- f) Strategies to identify and reduce or remove risks of child abuse.
- g) Strategies to promote the participation and empowerment of children.

Further, in complying with the Child Safe Standards we will seek to embed the following principles:

- Promoting the cultural safety of Aboriginal and Torres Strait Islander children.
- Promoting the cultural safety of children from culturally and/or linguistically diverse backgrounds.
- Promoting the safety of children with a disability.

For more detailed information about the CCS and organisations' responsibilities please refer to:

<https://ccyp.vic.gov.au/child-safety/being-a-child-safe-organisation>

6.2 Roles and Responsibilities

All staff have a responsibility to ensure that the wellbeing and safety of children and young people is at the forefront of all they do and every decision they make that may impact on children and young people.

Council will:

- create environments for children and young people to be safe and feel safe.
- build in regular reviews of this policy and related policies and procedures to ensure they address the requirements of the Child Safe Standards.
- actively promote and uphold the commitment to child safety at all times.

Executive Management and Senior Leadership Team, in addition to the above, will:

- uphold high principles and standards for all staff and volunteers.
- ensure thorough and rigorous practices are applied in the recruitment, screening and ongoing professional training and induction of all staff.
- ensure that all staff have regular and appropriate supervision and learning opportunities to develop their knowledge of, openness to and ability to address child safety matters.
- provide regular opportunities to clarify and confirm legislative obligations, policies and procedures in relation to the protection and wellbeing of children.
- ensure the organisation meets the specific requirements of the Victorian Child Safe Standards and that all staff abide by these requirements.
- act on any breaches that compromise the safety to children.

All staff will:

- interact with all children and young people with dignity and respect, act with propriety, provide a duty of care, and protect all children and young people.
- follow the legislative and internal processes for reporting and responding to child safety concerns.
- provide a physically and psychologically safe environment where the wellbeing of all children and young people is nurtured.
- undertake regular training and education in order to understand their individual responsibilities in relation to the safety and wellbeing of all children and young people.
- assist all children and young people to develop positive, responsible and caring attitudes and behaviours which recognise the rights of all people to be safe and free from abuse.

6.7 Risk management

Measures have been adopted to identify and manage risks of child abuse in physical and online settings and to promote a safe and healthy environment for children, families, employees, volunteers and the community.

6.8 Human resources and recruitment

Council will continue to implement screening, supervision, training and other practices that reduce the risk of child abuse by employees.

All staff engaged in child related work or as defined by CoPP are required to:

- hold a current Working with Children Check.
- provide evidence of this check to the City of Port Phillip.

- ensure that the City of Port Phillip is recorded as the current employer on the holder's Working with Children Check.

Council will maintain a register of all staff with Working with Children Checks.

Council will inform and educate all staff and volunteers about this policy, and related policies and procedures to ensure all staff are aware of the role they play in keeping children and young people safe.

All staff will be required to undertake training to develop their knowledge and increase their skills and confidence relating to responding, reporting, reducing and removing the risk of child abuse.

Council will periodically review and develop human resource management policies and practices to ensure ongoing compliance with the Child Safe Standards.

6.9 Reporting and responding to child safety concerns

All staff must comply with legal requirements and adopted processes for responding to and reporting suspected child abuse.

Council will work to ensure all people to whom this policy applies, and all children and families, know what to do and who to tell if they notice inappropriate behaviours, observe abuse or are a victim of abuse.

Where appropriate and in the best interests of the child, Council will inform parents or carers if their child raises safety concerns with staff or volunteers. Council may seek advice from the Victorian Police or the Department of Health and Human Services Child Protection.

Council takes all allegations of abuse seriously and will investigate all allegations, following due process and ensuring procedural fairness for all parties concerned. This may include reporting the allegations to the Victorian Police or Department of Health and Human Services, Child Protection.

If an allegation of abuse or a safety concern is raised, Council will:

- ensure that procedures for responding to alleged abuse are fair and focus on child safety.
- ensure processes for responding to suspected child abuse explicitly include culturally appropriate responses.
- provide progress updates to the relevant authorities and where appropriate people involved in any incident.
- provide ongoing support or make referrals for support to alleged victims, their families and affected staff, such as helping them understand their rights and the process that will be followed in responding to allegations, and assistance in accessing counselling or other support as required.
- provide contact details for internal and/or external expertise so that all staff have access to advice when managing child safety incidents, including expertise relating to culturally and/or linguistically diverse children, and children with a disability.
- undertake timely reviews of organisational child safe policies and procedures if child abuse occurs; and review organisational responses following an incident to help drive continuous improvement.

Council will record and store securely all reports of child safety concerns, allegations and actions taken to ensure the privacy of all parties.

6.10 Reportable Conduct Scheme

The Victorian Reportable Conduct Scheme (RCS) seeks to improve organisations' response to allegations of child abuse and neglect by their workers and volunteers. The scheme is established by the Child Wellbeing and Safety Act 2005.

The RCS has been designed to ensure that the Commission of Children and Young People (the Commission) will be aware of every allegation of certain types of misconduct involving children in relevant organisations that exercise care, supervision and authority over children.

For more detailed information about the RCS and organisations' responsibilities please refer to:

<https://ccyp.vic.gov.au/reportable-conduct-scheme/>

Council will comply with all requirements under the RCS and will ensure all staff report all allegations of misconduct or reportable conduct to the appropriate person- even if the conduct happens outside the workplace.

6.11 Children's participation and empowerment

Council will aim to ensure:

- reporting procedures are accessible for all children and young people.
- children and young people understand their rights and understand what abuse is and how they can seek support or advice (in an age appropriate manner).
- children feel safe, empowered and taken seriously if they raise concerns.
- children feel empowered to contribute to the City of Port Phillip's understanding and treatment of child safety.
- children's reports of concern are responded to appropriately.
- staff and volunteers understand how to empower children and encourage their participation.

6.12 Continuous improvement

Council will continuously improve its approach to child safety by:

- continually working to embed an organisational culture of child safety and reporting.
- regularly reviewing and updating child safety policies and practices.
- being open to scrutiny.
- reviewing organisational responses following an incident.
- develop procedures to monitor internal compliance with the Child Safe Standards.

6.13 Review of this policy

This policy will be reviewed annually and following any significant legislative change.

This policy will also be reviewed following any adverse incident to ensure the policy is robust and remains relevant.

Feedback, views and comments are regulary sort from key stakeholders, including children and young people. This will be included in any updates and reviews as appropriate.

Any policy update will be communicated to all staff.

6.14 Breaches

Breaches of this policy may lead to action in accordance with the City of Port Phillip Disciplinary Policy, which may include termination of employment and/or referral to Victoria Police.

7. RELEVANT POLICY AND LEGISLATION

Legislation (Victoria)	<p>Children Youth and Families Act (2005) Working with Children Act (2005) Child Wellbeing and Safety Act (2005) Child Wellbeing and Safety Amendment (Child Safe Standards) Act (2015) Child Wellbeing and Safety Amendment (Oversight and Enforcement of Child Safe Standards) Act (2016) Child Wellbeing and Safety Amendment (Child Safe Standards) Regulations (2015) Crimes Act (1958) Crimes Amendment (Grooming) Act (2014) The Charter of Human Rights and Responsibilities Act (2006) The Commission for Children and Young People Act (2012) Privacy and Data Act (2014)</p>
Criminal offences	<p>Failure to protect a child from sexual abuse (2015) Failure to disclose child sexual abuse (2014) Grooming offence (2014)</p>
City of Port Phillip policies	<p>City of Port Phillip Reconciliation Action Plan City of Port Phillip Social Justice Charter City of Port Phillip Code of Conduct City of Port Phillip - Complaints Handling policy Child First policy – Operational Guideline Statement Child Protection policy – Operational Guideline Statement</p>

Other	Victorian Charter for Child Friendly Cities and Communities United Nations Convention on the Rights of the Child
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8. RELATED DOCUMENTS

List any associated guidelines or procedures that specify roles, responsibilities or required action









Crown Land Licence for Albert Park College at 1-35 Graham Street Albert copy

Final Audit Report

2020-11-04

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