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Licence

Lemnos Square, Foote Street, Albert Park, Vic 3206

Port Phillip City Council (ABN 21 762 977 945)

and

Albert Park College (ABN 28 123 613 381)

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Canberra Sydney
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Schedule

- | | | |
|-----|--|--|
| 1. | Date of this Licence: | The day of |
| 2. | Council: | Port Phillip City Council (ABN 21 762 977 945) of 99a Carlisle Street, St Kilda, Vic 3182 |
| 3. | Licensee: | Albert Park College (ABN 28 123 613 381) of 83 Danks Street, Albert Park, Vic 3206 |
| 4. | Guarantor: | Not applicable |
| 5. | Licensed Area: | Lemnos Square located at Foote Street between Danks and Graham Streets, Albert Park, together with all the improvements on the land, as shown outlined in red on the attached plan |
| 6. | Term: | Five months and nineteen days |
| 7. | Commencement Date: | 13 July 2020 |
| 8. | Expiry Date: | 31 December 2020 |
| 9. | Licence Fee during the Term: | \$1 per annum plus GST, if demanded |
| 10. | How the Licence Fee is to be paid: | Annually in advance |
| 11. | Use of the Licensed Area: | School recreation and associated activities noting the following <ul style="list-style-type: none">• Access to the Licensed Area 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 Lemnos Square 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 Area 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. |
| 12. | Bank Guarantee/Security Deposit | Not applicable |
| 13. | Last date for exercising the Option for the Further Term: | Not applicable |
| 14. | Further Term(s): | Not applicable |



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- 15. Licence Fee During Further Term: Not applicable
- 16. Licence Number: /LIC

Licence

Dated

Parties

Council

The Licensee

The Parties Agree

1. Definitions

In this Licence, unless expressed or implied to the contrary:

Additional Clauses means the clauses (if any) specified in Attachment 2.

Commencement Date means the date specified in Item 7.

Contamination includes any solid, liquid, gas, radiation or substance which makes or may make the condition of the Licensed Area or groundwater beneath or part of the surrounding environment:

- (a) unsafe, unfit or harmful for habitation by persons or animals; or
- (b) unfit for any use permitted under any applicable planning scheme as amended from time to time

or which is defined as such in any Environmental Protection Legislation.

Council means Council specified in Item 2 and includes Council's successors and assigns and where it is consistent with the context includes Council's employees and agents.

Council's Fixtures includes all those fittings, fixtures, and chattels contained in the Licensed Area at the Commencement Date (if any) or installed by Council during the Term.

CPI means the Consumer Price Index - All Groups Melbourne or if this Index is not available, such other index that represents the rise in the cost of living in Melbourne, as Council may reasonably determine.

Current CPI means the CPI number for the quarter ending immediately prior to the relevant Year.

Environmental Protection Legislation means any statute, regulation, code, proclamation, ministerial directive, ordinance, by law, planning policy or subordinate legislation, past, present or future, relating to pollutants and contaminants, use of land, human health and safety or protection of the environment.

Essential Safety Measure has the meaning given to that term in the Building Regulations.

Expiry Date means the date specified in Item 8.

Further Term means the Further Term (if any) specified in Item 14.

GST means GST within the meaning of the GST Law 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 s 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.

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

Guarantor means the person or persons (if any) specified in Item 4.

Insolvency Event means:

- (a) in the case of a natural person, if that person:
 - (i) becomes bankrupt;
 - (ii) assigns the person's estate; or
 - (iii) enters into a deed of arrangement or composition for the benefit of creditors.

- (b) in the case of a corporation, if that corporation:
 - (i) goes into liquidation (including provisional liquidation) other than a voluntary liquidation for the purposes of reconstruction or reorganisation;
 - (ii) is wound up or dissolved or has an application made for its winding up or dissolution;
 - (iii) enters into a scheme or arrangement with or makes an assignment for the benefit of its creditors or any class or classes of them;
 - (iv) is placed under official management;
 - (v) has an agent in possession or a receiver and/or manager or an administrator appointed to the whole or any substantial part of its assets; or
 - (vi) has an inspector or investigator appointed under the *Corporations Act 2001* (Cth).

Item means an item in the Schedule.

Licence means this licence and includes all attachments and schedules.

Licence Fee means the amount specified in Item 9 and, if applicable Item 15 as adjusted under this Licence.

Licensed Area means the land specified in Item 5 including any buildings on the land and Council's Fixtures.

Licensee means the Licensee specified in Item 3 and includes the Licensee's successors and assigns and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows on the Licensed Area.

OHS Act means the *Occupational Health and Safety Act 2004 (Vic)*.

OHS Law means the OHS Act, the OHS Regulations, and any other occupational health and safety law, regulation or by-law that applies to work being carried out on the Licensed Area.

OHS Regulations means the *Occupational Health and Safety Regulations 2007 (Vic)*.

Owners Corporation has the meaning given to that term in the *Subdivision Act 1988 (Vic)*.

Previous CPI means the CPI number for the quarter ending immediately before the latest of the Commencement Date or the last date when the Licence Fee was reviewed or adjusted.

Principal Contractor means the position of principal contractor referred to in Chapter 5 of the OHS Regulations.

Schedule means the Schedule at the front of this Licence.

Term means the term specified in Item 6 and includes any extension or overholding.

Year means each year of this Licence specified in Items 9 and 15 (the first year commencing on the Commencement Date).

2. Licence

Council grants a licence to the Licensee to use the Licensed Area in common with Council and persons authorised by Council for the Term starting on the Commencement Date.

3. Payments by the Licensee

3.1 Payment of Licence Fee

The Licensee must pay the Licence Fee to Council in the manner specified in Item 10.

3.2 Rates and Taxes

~~The Licensee must pay all rates, taxes (including land tax assessed on the basis that the Licensed Area is the only land owned by Council) and all other charges and levies separately assessed in connection with the Licensed Area (**Rates and Taxes**). If the Rates and Taxes are not separately assessed for the Licensed Area, the Licensee must pay or refund to Council the proportion of the Rates and Taxes that the area of the Licensed Area bears to the total lettable area assessed within 14 days of receipt of a written notice from Council.~~

3.3 Services

The Licensee must pay for all services in connection with the Licensed Area including electricity, gas, water, garbage collection and telephone (**Services**). Where the Licensed Area is not separately metered, the Licensee must at the discretion of Council either:

- 3.3.1 pay to Council the proportion of the charges for the Services that the area of the Licensed Area bears to the total area assessed within 14 days of receipt of a written notice from Council; or
- 3.3.2 pay for the cost of installing separate meters to assess the charges for the Services.

3.4 Costs and duty

The Licensee must pay to Council within 7 days of demand:

- 3.4.1 Council's reasonable costs in giving any consent or approval under this Licence;
- 3.4.2 the cost of any insurance premium to insure the Licensed Area against damage or destruction;
- 3.4.3 Council's cost of complying with the provisions of the Building Act and the Building Regulations in relation to any Essential Safety Measure; and
- 3.4.4 Council's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Licence by the Licensee.

3.5 Interest on late payments

The Licensee must pay to Council on demand interest at the rate per annum equal to the rate for the time being fixed under s 2 of the *Penalty Interest Rates Act 1983* (Vic) on any money payable by the Licensee under this Licence and remaining unpaid for 7 days. Interest will be computed from the date on which such payment became due.

3.6 No deduction or right of set-off

The Licensee must pay all amounts due under this Licence to Council without deduction or right of set-off.

4. GST

4.1 Definitions

In this clause words and expressions that are not defined in this Licence but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

4.2 GST Exclusive

Except as otherwise provided by this clause, all consideration payable under this Licence in relation to any supply is exclusive of GST.

4.3 Increase in Consideration

If GST is payable in respect of any supply made by a supplier under this Licence (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

4.4 Payment of GST

Subject to clause 4.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Licence.

4.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 4.4.

4.6 Reimbursements

If this Licence requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

4.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

4.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

4.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Licence:

4.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

4.7.2 any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

5. Market Licence Fee review

5.1 Council's notice

If 'market' is specified in Items 9 or 15 for any Year, Council may give a notice to the Licensee (**Council's Notice**) specifying the market licence fee for the relevant Year. If Council does not give a notice to the Licensee, the Licensee must continue to pay the Licence Fee payable immediately prior to the relevant Year.

5.2 Licensee's objection

The market licence fee nominated by Council in the preceding sub-clause will be the Licence Fee which the Licensee must pay from the commencement of the relevant Year, unless the Licensee gives a written notice to Council within 14 days of receipt of Council's Notice (time is of the essence) objecting to the market licence fee specified by Council.

5.3 Dispute over Licence Fee

If the Licensee objects to Council's Notice within the time and in the manner specified in the preceding sub-clause, then the Licence Fee must be determined by a valuer who is appointed by the parties jointly and (where the parties cannot agree on a valuer within 14 days of Council receiving the Licensee's notice under the preceding sub-clause, either party may request the President of the Australian Property Institute (Victorian Division) or its successor body, to appoint a valuer (**Valuer**).

5.4 Determination of Valuer

The parties must instruct the Valuer, appointed under the preceding sub-clause, to determine a market licence fee for the Licensed Area from the commencement of the relevant Year and in determining the market licence fee the Valuer must:

- 5.4.1 have regard to the terms of this Licence including the permitted use of the Licensed Area;
- 5.4.2 disregard the value of the Licensee's fixtures and fittings (except where Council has contributed to the cost of any such fixtures and fittings) and the goodwill of the Licensee's business; and
- 5.4.3 determine a market licence which is not less than the licence fee payable immediately prior to the relevant Year.

In determining the Licence Fee, the Valuer acts as an expert and not an arbitrator and the Valuer's decision is binding on the parties. The cost of a valuer will be shared jointly by the parties.

5.5 Payment of Licence Fee pending valuation

Until the Licence Fee is agreed or has been determined by the Valuer, the Licensee must continue to pay to Council the Licence Fee payable immediately prior to the relevant Year. On the next due date for the payment of the Licence Fee following the parties agreeing on the Licence Fee, or the Valuer's determination of the Licence Fee pursuant to the preceding sub-clause, the parties must make any necessary adjustments as from the commencement of the relevant year, including payment of interest calculated in accordance with clause 3.5 on any money owing by either party.

6. CPI adjustment of Licence Fee

6.1 Calculation of adjustment

If 'CPI' is specified in Items 9 or 15, for any Year, the Licence Fee from the commencement of the relevant Year will be adjusted to an amount equal to the Licence Fee immediately prior to the relevant Year multiplied by the Current CPI and divided by the Previous CPI.

6.2 Payment of adjusted Licence Fee

On the next due date for the payment of the Licence Fee after the Licensee receives notice of the adjusted Licence Fee from Council, the parties must make any necessary adjustments as from the commencement of the relevant Year, including payment of interest calculated in accordance with clause 3.5 on any money owing by either party.

7. Fixed percentage Licence Fee increase

If 'Percentage Increase' is specified in Items 9 or 15, then:

- 7.1 the Licence Fee from the commencement of the relevant Year is increased by the percentage specified in Items 9 or 15; and
- 7.2 the Licensee must pay to Council the increased Licence Fee from the commencement of the relevant Year regardless of whether Council has given a notice specifying the increased Licence Fee or not.

8. Repairs, alterations and damage

8.1 Repairs and maintenance

The Licensee must:

- 8.1.1 keep the Licensed Area clean, tidy and in good repair;
- 8.1.2 keep the Licensed Area in the same condition as they were in at the date the Licensee first entered occupation of the Licensed Area (fair wear and tear excepted) including repairing or replacing anything in the Licensed Area which is damaged or destroyed; and
- ~~8.1.3 keep any gardens and grounds in the Licensed Area in good condition, free from weeds and well watered;~~
- ~~8.1.4 pay the costs (if any) for the removal of waste and sewerage from the Licensed Area; and~~
- ~~8.1.5 paint any parts of the Licensed Area previously painted whenever reasonably required by Council but not more than once every 3 years.~~

8.2 Failure to repair and maintain

If the Licensee does not carry out any repairs, maintenance or other works required under this Licence within 14 days of receiving written notice from Council, Council may enter the Licensed Area to carry out such repairs, maintenance and works at any reasonable time after giving the Licensee reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Licensee to Council on demand.

8.3 Alterations and works

The Licensee must obtain the prior written consent of Council before carrying out any alterations or works on the Licensed Area. The Licensee must ensure that any alterations or works on the Licensed Area is carried out:

- 8.3.1 strictly in accordance with plans and specifications approved by Council;
- 8.3.2 in a proper and workmanlike manner;
- 8.3.3 to Council's reasonable satisfaction and in accordance with Council's reasonable requirements; and
- 8.3.4 in accordance with all rules and requirements of any authorities having jurisdiction over the Licensed Area.

8.4 Occupational health and safety

The Licensee accepts its responsibility to meet the obligations prescribed by the OHS Law and may be subject to an audit to establish its bona fides.

8.5 Notice of damage

The Licensee must give Council prompt written notice of any material damage to the Licensed Area or anything likely to be a risk to the Licensed Area or any person in the Licensed Area.

9. Insurance

9.1 Insurances to be effected by the Licensee

The Licensee must maintain insurance noting Council's interest as licensor, but not as joint insured, with an insurer approved by Council for:

9.1.1 public liability for the amount of \$20 million concerning 1 single event (or such greater sum as reasonably required by Council); ~~and~~

~~9.1.2 plate glass for the full replacement value (where there is any plate glass on the Licensed Area); and~~

~~9.1.3 Council's Fixtures for their full replacement value.~~

9.2 Condition in Policies

The Licensee must ensure that the insurance policies effected by the Licensee contain a condition that the insurer will notify Council at least 14 days before the policies lapse.

9.3 Payment and production of policies

The Licensee must pay all insurance premiums at least 14 days before the due date for payment and produce to Council copies of the certificate of currency on or before each anniversary of the Commencement Date.

9.4 Not invalidate policies

The Licensee must not do anything which may make any insurance effected by the Licensee or Council invalid or which may increase the insurance premiums. If the insurance premium increases, the Licensee must pay that increase.

10. Use of licensed area

10.1 Permitted use

The Licensee must use the Licensed Area for the use specified in Item 11 and must not use the Licensed Area for any other purpose.

10.2 Licensed Area unoccupied

The Licensee must not leave the Licensed Area unoccupied for a period exceeding 30 consecutive days except where the Licensed Area is vacant land.

10.3 No warranty

Council does not warrant that the Licensed Area is suitable for any of the purposes or uses of the Licensee.

10.4 Compliance with laws

The Licensee must comply with all laws and any requirements of any authority in connection with the Licensed Area and the Licensee's use and occupation of the Licensed Area.

10.5 Nuisance

The Licensee must not do anything in connection with the Licensed Area which may cause a nuisance or interfere with any other person.

10.6 Licences and permits

The Licensee must maintain all licences and permits required for the Licensee's use of the Licensed Area and obtain Council's prior written consent before varying any licence or permit or applying for any new licence or permit.

~~10.7 Security~~

~~The Licensee must keep the Licensed Area and the Licensee's property secure at all times when the Licensed Area is not being used by the Licensee.~~

10.8 Signs

The Licensee must seek the prior written consent of Council before displaying or affixing any signs, advertisements or notices to any part of the Licensed Area where such signs, advertisements or notices are visible from outside the Licensed Area.

10.9 Heavy equipment and inflammable substances

The Licensee must obtain Council's prior written consent before bringing any heavy equipment or inflammable substances into the Licensed Area except to the extent to which it is consistent with the use of the Licensed Area.

10.10 Environmental measures

In occupying and using the 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:

10.10.1 reducing energy consumption;

10.10.2 reducing water usage;

10.10.3 reducing landfill waste;

10.10.4 encouraging low emission transport options; and

10.10.5 implementing sustainable purchasing policies to help reduce contamination / pollution and enhance indoor environment quality.

10.10.6 If requested by the Licensee and agreed by the Landlord, the Landlord will work collaboratively with the Licensee, to assist the Licensee in developing and implementing environmentally sustainable practices pursuant to the preceding Further Obligation.

10.10.7 From time to time the Landlord may at its discretion, elect to fund and implement sustainability initiatives designed to improve the environmental performance of the Premises. The Licensee must co-operate with the Landlord in relation to any such initiatives.

11. Licensee's environmental obligations

11.1 Comply with Environmental Protection Legislation

The Licensee must, in its use of the Licensed Area, comply with all Environmental Protection Legislation and any permit, approval, authority or licence issued pursuant to any Environmental Protection Legislation.

11.2 Not permit Contamination

The Licensee must not spill or deposit, or carry out any activities on the Licensed Area which may cause any Contamination, or permit any Contamination to escape in any other way into or on the Licensed Area, drainage or surrounding environment.

11.3 Notify of and clean up Contamination

If any Contamination is found in or near the Licensed Area, or the existing Contamination is exacerbated during the Term, the Licensee must:

- 11.3.1 immediately notify Council, the Environment Protection Authority and any other appropriate Authority;
- 11.3.2 clean up the Contamination and do everything necessary to minimise harm; and
- 11.3.3 promptly comply with any notice, order, direction or requirement of Council and of any authority in relation to any such Contamination.

11.4 Indemnify Council

In addition to any other indemnity in this Licence, the Licensee indemnifies Council against all claims for damages, loss, injury or death caused by or arising out of or otherwise in respect of any Contamination being spilled, deposited or otherwise escaping into or on the Licensed Area or a breach of this clause by the Licensee.

11.5 Obtain reports, surveys or audits

The Licensee must immediately obtain any reports, surveys or audits which Council may reasonably require to enable Council to determine whether a breach of the terms of this clause has occurred. The Licensee will also pay Council on demand the reasonable costs of any such report, survey or audit which Council may obtain.

12. Release and indemnity

12.1 Release

The Licensee uses and occupies the Licensed Area at its own risk and releases Council from all claims resulting from any damage, loss, death or injury in connection with the Licensed Area except to the extent that Council is negligent.

12.2 Indemnity

The Licensee must indemnify and hold harmless Council against all claims resulting from any damage, loss, death or injury in connection with the Licensed Area and the use and occupation of the Licensed Area by the Licensee except to the extent that Council is negligent.

12.3 No liability

The Licensee acknowledges and agrees that:

12.3.1 nothing in this Licence in any way limits, fetters or restricts the power or discretion of Council in the exercise of its statutory rights, duties or powers under the *Planning and Environment Act 1987 Act (Vic)* or the *Local Government Act 1989 (Vic)* or the exercise of any other statutory right, power or duty that Council may lawfully exercise; and

12.3.2 Council will not be liable to the Licensee under this Licence for any acts or omissions of Council undertaken in any capacity including (but not limited to) in exercising any powers referred to in clause 12.3.1,

except nothing in this clause releases Council from any obligations it owes to the Licensee under this Licence in its capacity as the owner of the Licensed Area.

13. Assignment and sub-licensing

13.1 No assignment or sub-licensing

The Licensee must not deal with its interest in the Licensed Area including assigning this Licence to a new licensee or sub-licensing the Licensed Area to a new licensee.

13.2 Change in shareholding

The Licensee must seek Council's prior written consent where the Licensee is a corporation (other than a corporation listed on any stock exchange in Australia) and it intends to effect a change in the control of the corporation as existed at the Commencement Date (whether occurring at the one time or through a series or succession of issues or transfers), or a change in the holding of more than one-half of the issued share capital, either beneficially or otherwise.

14. Personal Property Securities Act

14.1 In this clause 14:

14.1.1 **Council PPS Property** means any item of property:

- (a) in which Council has an interest; and
- (b) which is situated on the Licensed Area at any time during the term of this Licence;

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

14.1.3 **Licensee PPS Property** means any item of property:

- (a) in which the Licensee has rights;
- (b) which is situated on the Licensed Area at any time during the term of this Licence; and

- (c) of which, whether before or after the end of the term of this Licence:
 - (i) Council may require the Licensee to transfer ownership to Council;
 - (ii) the Licensee is obliged to transfer ownership to Council,

but does not include any Council PPS Property; and

14.1.4 words and expressions that are not defined in this Licence but which have a defined meaning in the PPS Act have the same meaning as in the PPS Act.

14.2 The Licensee:

14.2.1 charges its right title and interest in all Licensee PPS Property in favour of Council, as security for the performance of the Licensee's obligations under this Licence, including but not limited to the Licensee's obligations to transfer ownership in the whole or any part of the Licensee PPS Property to Council at the expiry or termination of the Licence;

14.2.2 acknowledges and agrees that the charge granted by the Licensee under clause 14.2.1 constitutes the grant of a Security Interest which Council is entitled to register under the PPS Act;

14.2.3 acknowledges and agrees that the grant of this Licence also constitutes the grant of a Security Interest in Council PPS Property in favour of Council, which interest Council is entitled to register under the PPS Act as a Purchase Money Security Interest; and

14.2.4 must do all things required by Council from time to time (including, without limitation, signing any documents required by Council) to enable Council to register its above Security Interests under the PPS Act, and to otherwise perfect its Security Interest in the Licensee PPS Property and Council PPS Property so that Council's Security Interests have priority over any other Security Interests under the PPS Act in relation to the Licensee PPS Property and Council PPS Property.

14.3 The Licensee:

14.3.1 warrants that it has not granted a Security Interest in respect of any Council PPS Property on or prior to execution of this Licence that has not been previously disclosed to Council in writing; and

14.3.2 agrees that it will not grant a Security Interest in respect of any Council PPS Property or Licensee PPS Property in favour of any person other than Council without Council's prior written consent, which consent may be granted or withheld in Council's absolute discretion and on any conditions that Council considers necessary or desirable at its absolute discretion.

14.4 The Licensee must indemnify and hold harmless Council against all claims, damages or loss incurred by Council as a consequence of any breach by the Licensee of this clause.

14.5 The Licensee acknowledges and agrees that:

14.5.1 it waives its right under the PPS Act to receive a copy of any 'verification statement' or 'financing charge statement' (as those terms are defined in the PPS Act); and

14.5.2 on the expiration or earlier termination of this Licence, the Licensee must sign (and procure any holder of a registered Security Interest to sign) any document that Council considers necessary or desirable under or as a result of the PPS Act to

release any registered Security Interests under the PPS Act in relation to the Licensee PPS Property and Council PPS Property.

- 14.6 If this Licence is terminated by Council as a consequence of a default by the Licensee under this Licence, without limitation to any other rights of Council, Council may take possession of the Licensee PPS Property by way of set off for any loss or damage Council is entitled to recover in connection with the Licensee's breach of the Licence.
- 14.7 In the event of any inconsistency between this clause and any other provision of this Licence, the provisions of this clause will prevail and that other provision will be read down and interpreted accordingly.

15. Licensee's obligations at the end of this Licence

15.1 Licensee's obligations

At the end of this Licence, the Licensee must:

- 15.1.1 vacate the Licensed Area and give it back to Council in a condition consistent with the Licensee having complied with its obligations under this Licence;
- 15.1.2 remove the Licensee's chattels and if required by Council, remove all of the Licensee's fixtures and make good any damage caused by their removal; and
- 15.1.3 give to Council all keys and other security devices for the purposes of obtaining access to the Licensed Area.

15.2 Licensee's Property Left in Licensed Area

Anything left in the Licensed Area at the end of this Licence will become the property of Council and may be removed by Council at the Licensee's cost and at the Licensee's risk.

16. Determination of Licence

16.1 Default

Council may terminate this Licence and require the Licensee to vacate the Licensed Area if:

- 16.1.1 any part of the Licence Fee is in arrears for 14 days (whether or not Council has demanded payment); or
- 16.1.2 an Insolvency Event occurs in relation to the Licensee or any Guarantor; or.
- 16.1.3 the Licensee breaches this Licence and does not remedy the breach within 14 days of receipt of written notice from Council.

16.2 Damages following determination

If this Licence is determined by Council, the Licensee agrees to compensate Council for any loss or damage Council suffers arising in connection with the Licensee's breach of this Licence including the loss of the benefit of the Licensee performing its obligations under this Licence up to the expiration of the Term.

16.3 Essential terms

The essential terms of this Licence are clauses 3.1, ~~3.2~~, 3.3, 3.4, 3.6, 4, 8, 9, 10, 10.10 and 13. The breach of an essential term is a repudiation of this Licence.

17. Destruction or damage of Licensed Area

17.1 Reduction in Licence Fee

If the Licensed Area, or any part of the Licensed Area is destroyed or damaged to the extent that the Licensee cannot use or have access to the Licensed Area (except if the Licensee causes or contributes to the destruction or damage, or Council's insurer is not legally required to reinstate the Licensed Area because the Licensee caused or contributed to the destruction or damage) then Council will reduce the Licence Fee by a reasonable amount depending upon the nature and extent of destruction or damage until the Licensee can use or have access to the Licensed Area.

17.2 Reinstatement of Licensed Area

If the Licensed Area, or any part of the Licensed Area is destroyed or damaged, Council may, within 3 months from the date of such damage or destruction, give notice to the Licensee:

- 17.2.1 terminating this Licence, where Council considers that the damage or destruction is such that repairing it is impracticable or undesirable; or
- 17.2.2 that Council will commence reinstatement of the Licensed Area to a condition where the Licensee can use or have access to the Licensed Area.

17.3 Licensee's right of termination

The Licensee may give written notice to Council terminating this Licence where:

- 17.3.1 Council does not give notice to the Licensee pursuant to clause 17.2; or
- 17.3.2 Council does not commence reinstatement within 6 months of the date of damage or destruction.

Council does not have to reinstate the Licensed Area and will not be liable to pay the Licensee any compensation.

17.4 Dispute Resolution

If a dispute arises under this clause, either party may ask the President of the Australian Institute of Valuers and Land Economists Inc (Victorian Division) to nominate a practising member of that Institute to determine the dispute as an expert. The parties will be bound by the determination of the valuer and will share the fees of the valuer equally.

18. Further Term and overholding

18.1 Option for a Further Term

Council will grant to the Licensee a new licence for the Further Term if the Licensee:

- 18.1.1 gives Council written notice asking for a new licence, not earlier than 6 months or later than 3 months, before the end of the Term (the last date for exercising the option for the Further Term is specified in Item 13);
- 18.1.2 is not in breach of any of the terms or conditions of this Licence at the date of giving the written notice or at the end of the Term;
- 18.1.3 has not persistently defaulted under this Licence throughout the Term;
- 18.1.4 complies with all reasonable requirements of Council including where the Licensee is a corporation, incorporated association or other legal entity, procuring such directors, shareholders or members of the Licensee as may be reasonably required by Council to execute a guarantee and indemnity in a form approved by Council and providing whatever other form and amount of security Council may reasonably require; and
- 18.1.5 pays Council's reasonable costs for the preparation, negotiation and finalisation of the new licence and any guarantee and indemnity.

The new licence for the Further Term will commence on the day after this Licence ends and contain the same terms and conditions as this Licence but with no option for a further term where the last option for the Further Term has been exercised. The Licence Fee or the method to be used to adjust the Licence Fee during the Further Term is specified in Item 15.

18.2 Overholding

If the Licensee continues in occupation of the Licensed Area after the Expiry Date, with Council's consent, except under a licence arising from a valid exercise of an option to renew:

- 18.3 the Licensee will occupy the Licensed Area at a total Licence Fee payable monthly in advance being an amount equal to one-twelfth of the aggregate of the Licence Fee and any other money payable by the Licensee to Council under this Licence as at Expiry Date, the first of the monthly payments to be made on the day following the Expiry Date;
- 18.4 as far as applicable, the Licensee will otherwise occupy the Licensed Area on the terms and conditions of this Licence;
- 18.5 the Licence Fee or any part of it may be reviewed whenever Council determines it appropriate and any provisions in this Licence relating to calculation of, limitation on or right of review of the Licence Fee or any part of it will not apply;
- 18.6 either party may end the Licence by giving to the other 1 month's notice to the other party expiring on any date; and
- 18.7 If the Licensee defaults in the performance of its obligations under the Licence, Council may terminate the Licence by giving the Licensee 24 hours' notice.

19. Grant of Licence only

The Licensee agrees with Council that:

- 19.1 the Licensee is not entitled to exclusive occupation of the Licensed Area;
- 19.2 Council may use, or permit other parties to use, the Licensed Area;

- 19.3 this Licence does not create any estate or interest in the Licensed Area, other than a contractual right;
- 19.4 this Licence does not constitute a lease at law and the Licensee will not claim before a court or tribunal that this Licence constitutes a lease at law; and
- 19.5 in the event that a court or tribunal determines that this Licence is a lease at law, Council may, at its option, terminate this Licence by written notice to the Licensee.

20. Guarantor

20.1 Liability of guarantor

In consideration of Council granting this Licence to the Licensee at the Guarantor's request, the Guarantor:

- 20.1.1 guarantees that the Licensee will strictly observe and perform its obligations under this Licence including during any period of overholding or any Further Term;
- 20.1.2 must pay on demand any amount which Council is entitled to recover from the Licensee and for any money for any loss suffered by Council due to a breach of this Licence by the Licensee; and
- 20.1.3 indemnifies Council against all loss suffered by Council as a result of Council having entered into this Licence including as a result of a breach of this Licence by the Licensee or this Licence being unenforceable against the Licensee.

20.2 Extension of liability

The Guarantor is liable even if:

- 20.2.1 Council grants to the Licensee or a Guarantor any indulgence or extension of time;
- 20.2.2 this Licence is assigned, varied or ends for any reason whatsoever;
- 20.2.3 this Licence cannot be registered at the Land Titles Office;
- 20.2.4 any Guarantor does not sign this Licence; and
- 20.2.5 Council decides not to sue the Licensee or any other Guarantor.

20.3 Sale of Licensed Area

If Council sells the Licensed Area (or any land or building which includes the Licensed Area) Council may assign the benefit of the Guarantor's obligations.

21. General

21.1 Notices

Any notice required to be served under this Licence must be in writing and must be served by post, facsimile transmission or hand delivered to:

- 21.1.1 the Licensee at its address set out in this Licence, the Licensee's registered office address, the Licensed Area, or the last known address of the Licensee; and

21.1.2 Council at its address set out in this Licence or any other address notified in writing to the Licensee by Council.

21.2 Entire understanding

This Licence contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

21.3 Waiver

If Council accepts the Licence Fee or any other monies under this Licence (before or after the end of this Licence) or does not exercise or delays exercising any of Council's rights under this Licence, it will not be a waiver of the breach of this Licence by the Licensee or of Council's rights under this Licence.

21.4 Additional Clauses

This Licence is subject to the Additional Clauses. The Additional Clauses override any inconsistent provisions in this Licence.

22. Interpretation

22.1 Governing law and jurisdiction

This Licence is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.

22.2 Persons

In this Licence, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

22.3 Joint and several

If a party consists of more than one person, this Licence binds them jointly and each of them severally.

22.4 Legislation

In this Licence, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

22.5 Clauses and headings

In this Licence:

22.5.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Licence; and

22.5.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Licence.

22.6 Severance

In this Licence:

- 22.6.1 if a provision in this Licence is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 22.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

22.7 No relationship

No party to this Licence has the power to obligate or bind any other party. Nothing in this Licence will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between Council and the Licensee. Nothing in this Licence will be deemed to authorise or empower the Licensee to act as agent for or with Council.

22.8 Number and gender

In this Licence, a reference to:

- 22.8.1 the singular includes the plural and vice versa; and
- 22.8.2 a gender includes the other genders.

Signing Page

This Licence is executed by the parties on the date specified in Item 1.


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

)
) Joanne McNeill Nov 4, 2020
) Joanne McNeill (Nov 4, 2020 08:48 GMT+11)
.....
Joanne McNeill
Manager Asset Management and Property

)
)  Nov 5, 2020
) Anthony Traill (Nov 5, 2020 07:21 GMT+11)
.....
Anthony Traill
Manager Open Space & Recreation Services

Sarah Shepherd Nov 5, 2020
Sarah Shepherd (Nov 5, 2020 09:14 GMT+11)
.....
Witness Signature

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

) 
) Steve Cook, Principal
.....
Full Name (print) and Signature
Title


.....
Witness Signature

Tania Scaramozzino
.....
Witness Name (print)

83 Danks Street, Albert Park 3206
.....
Usual Address

Attachment 1

Plan



Attachment 2

Additional Clauses

1. Permitted Hours of Operation

1.1 In this Additional Clause 1, '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.

1.2 The Licensee must:

1.2.1 not operate its activities at the Licensed Area outside the Permitted Hours of Operation;

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

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

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

1.4 This Additional Clause 1 is an essential term of this Licence.

2. 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 Area and a list of times at which the Licensed Area were used.

3. Council Policies

The Licensee must comply with Council's:

3.1 Act and Adapt Strategy; and

3.2 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 3.

4. Liquor Licence

The Licensee must not apply for any licence or permit under the *Liquor Control Reform Act 1998 (Vic)* for the Licensed Area.

This Additional Clause 4 is an essential term of this Licence.

5. Working with Children Checks

5.1 Without limiting clause 10, the Licensee must:

- 5.1.1 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 Area;
 - 5.1.2 provide a copy of the WWC card of each of the Licensee's employees and volunteers working at the Licensed Area to Council, on demand;
 - 5.1.3 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 Area; and
 - 5.1.4 subject to Additional Clause 5.2, ensure that the information in any WWC of the Licensee's employees and volunteers which is provided to Council, is kept confidential.
- 5.2 The Licensee agrees that Council 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.
- 5.3 This Additional Clause 5 is an essential term of this Licence.

6. Other Obligations

- 6.1 Council and the Licensee will work together to develop a harmonious relationship that takes into account the needs and wants of stakeholders.
- 6.2 Notwithstanding clause 3.4.1, Council will not require the Licensee to pay Council's legal costs in respect of or in preparation and execution of this licence.

7. Gambling

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

This Additional Clause 7 is an essential term of this Licence.

8. 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.

9. 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 Area.

10. Rubbish

The Licensee must remove any associated rubbish from the Licensed Area.

Attachment 3

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

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











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Final Audit Report

2020-11-04

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