



Melbourne Cricket Club **(Club)**

Melbourne Cricket Club Long Room Wine and Food Society  
Inc. **(Society)**

# Melbourne Cricket Club Long Room Wine and Food Society Affiliation Agreement

# Contents

<b>1.</b>	<b>What the Club provides to the Society .....</b>	<b>2</b>
1.1	Name, initials and logo.....	2
1.2	Occupancy .....	2
1.3	Administrative support .....	2
1.4	Financial support.....	3
1.5	Social and cultural support.....	3
1.6	Liquor Licence.....	3
<b>2.</b>	<b>The Society's obligations .....</b>	<b>4</b>
2.1	Manage and administer the Society.....	4
2.2	Identity.....	5
2.3	Property.....	5
<b>3.</b>	<b>What the Society must not do .....</b>	<b>5</b>
3.1	Disrepute.....	5
3.2	Holding out.....	5
3.3	Changes to the Rules .....	5
3.4	Intellectual Property .....	5
<b>4.</b>	<b>Dispute resolution .....</b>	<b>6</b>
4.1	Process .....	6
4.2	Delegates .....	6
<b>5.</b>	<b>Term of the agreement .....</b>	<b>6</b>
5.1	Indefinite.....	6
5.2	Events of Default.....	6
5.3	Ending on default .....	6
5.4	Notice .....	6
<b>6.</b>	<b>What happens when the agreement ends .....</b>	<b>6</b>
6.1	Name, initials and logo.....	7
6.2	Records and memorabilia .....	7
6.3	Goods.....	7
6.4	Cessation of payments .....	7
6.5	Return of assets .....	7
6.6	Premises .....	7
<b>7.</b>	<b>GST.....</b>	<b>8</b>
7.1	Consideration GST-exclusive .....	8
7.2	Payment of GST.....	8
<b>8.</b>	<b>Notices .....</b>	<b>8</b>
8.1	Form .....	8
8.2	Delivery .....	8
<b>9.</b>	<b>General.....</b>	<b>8</b>
9.1	Governing law .....	8
9.2	Assignment .....	8
9.3	Severance .....	8
9.4	Entire agreement.....	8
9.5	Variation .....	8
9.6	Variation of rights .....	8
9.7	Survival .....	9
9.8	Giving effect to this document.....	9
9.9	Counterparts .....	9

# Melbourne Cricket Club Long Room Wine and Food Society Affiliation Agreement

## Parties

### **Melbourne Cricket Club<sup>1</sup>**

Melbourne Cricket Ground, Yarra Park, Jolimont, Vic 3002 ("**Club**")<sup>2</sup>

### **Melbourne Cricket Club Long Room Wine and Food Society Inc. ("**Society**")]**

The parties agree to carry out their obligations in this agreement.

**Executed as a deed on**

**2022**

**The Common Seal of Melbourne Cricket Club** was affixed in the presence of:

Signature: .....

Signature: .....

Name: .....  
PLEASE PRINT

Name: .....  
PLEASE PRINT

Position: .....  
PLEASE PRINT

Position: .....  
PLEASE PRINT

**Executed by Melbourne Cricket Club Long Room Wine and Food Society Inc.** in accordance with its Rules:

Signature: .....

Signature: .....

Name: .....  
PLEASE PRINT

Name: .....  
PLEASE PRINT

Position: .....  
PLEASE PRINT

Position: .....  
PLEASE PRINT

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<sup>1</sup> The Melbourne Cricket Club was incorporated under the Melbourne Cricket Club Act of 1974.

<sup>2</sup> Words that have been capitalised are generally defined in the text.

## Background

- A. The Society members previously acted as a society of members of the Club, either as a group of the Club's members or as an unincorporated association of Club's members and other persons, without any formal or with limited formal agreement between them.
- B. The Society is now incorporated under the Associations Incorporation Reform Act 2012 (Victoria), but both the Society and the Club want the Society to remain closely affiliated with the Club.
- C. This agreement is intended to regulate and control the basis of that affiliation and the legal, administrative, financial, operative and social relationship between the Society and the Club.

## Agreed terms

### 1. What the Club provides to the Society

#### 1.1 Name, initials and logo

- (a) The Club licences the Society to use the name "Melbourne Cricket Club" in the Society's name. The Society may indicate and publish that it is affiliated with the Club (but in doing so it must make clear that the Society is a separate entity from the Club).
- (b) Unless otherwise agreed by the Club, the Society will exclusively use, and the Club licences the Society to use, the Club's name colours, logo and insignia as part of the Society's own name, colours, logo and insignia for the general purposes of the Society.
- (c) The Society must not purport to sell, or license the use of the Club's name, colours, logo or insignia to any other person, organisation or entity or seek to obtain any financial benefit from its use of the Club's name, initials, colours, logo or insignia, unless otherwise agreed in writing by the Club.

#### 1.2 Occupancy

- (a) The Club presently provides rooms and facilities for the use of the Society at the MCG. The Club will use its best endeavours to continue to provide available rooms and facilities, to the extent necessary, to enable the Society to operate. The Club may change the room/s provided to the Society from time to time and will give the Society reasonable notice of any change except in an emergency or a matter of importance.
- (b) The Society must comply with, and ensure that all its members comply with, all the Club's reasonable directions in regard to the use of rooms and facilities made available by the MCC.

#### 1.3 Administrative support

The Club agrees it will:

- (a) assist the Society to arrange insurance cover for the Society, its committee members and members for public, occupier's and directors' and officers'

liability and damage and destruction of contents whilst on the premises on conditions, terms, excesses and limits, negotiated by the Club, acting reasonably; **[MCC note: insurance arrangements to be further discussed.]**

- (b) provide administrative support to assist the Society with compliance with all statutory obligations which arise as a result of the Society's incorporation including preparing and completing its statutory obligations and returns regarding incorporation, registration, tax returns and liquor licensing;
- (c) provide facilities to the Society in order to assist it prepare financial accounts and membership records for statutory returns and management purposes; and
- (d) provide all or any of the following benefits as may be reasonably required each year to support the operation of the Society:
  - (1) the use of the Club's facilities and resources;
  - (2) assistance with occupancy or user agreements with local government, other authorities and companies or persons;
  - (3) an MCC committee representative/liaison;
  - (4) administrative support in relation to bookings and operations of Society functions and activities;
  - (5) reporting on and promotion of Society functions and activities;
  - (6) room/s at Melbourne Cricket Ground for meetings; or
  - (7) miscellaneous administrative assistance including mailouts, newsletters and magazines to achieve its obligations to communicate with and develop its membership.

#### **1.4 Financial support**

- (a) The Society acknowledges that it is responsible for its own finances.
- (b) The Society may apply to the Club for grants for special projects, which applications the Club will consider in its absolute discretion.

#### **1.5 Social and cultural support**

The Club will:

- (a) endeavour to provide space in its newsletters, eDMs and other correspondence to members of a brief summary of the Society's activities;
- (b) provide space on its website for information about the Society;
- (c) provide formal recognition in Club publications;

#### **1.6 Liquor Licence**

- (a) The Society will operate under the Club's catering services provider's liquor licence.
- (b) The Society must ensure that it and its members do not do anything, or allow anything to occur, in rooms and facilities made available for the use of the

Society at the MCG, in breach of any liquor laws or the Club's catering services provider's liquor licence.

## **2. The Society's obligations**

### **2.1 Manage and administer the Society**

The Society must:

- (a) ensure that its appropriate representatives attend all meetings reasonably required by the Club;
- (b) provide an annual report to the Club. The annual report is to include:
  - (1) financial accounts;
  - (2) report of function activities undertaken;
  - (3) membership numbers;
  - (4) any other relevant information; and
  - (5) any information required by the Club;
- (c) report to the designated Club officer or Club committee member on the day to day operations of the Society as required by the Club;
- (d) ensure that it does not enter into any supply or sponsorship arrangement which conflicts with the Club's suppliers or sponsors (details of such suppliers or sponsors to be provided by the Club to the Society upon request) or adversely affects the reputation of the Club, unless otherwise agreed in writing by the Club;
- (e) maintain its financial accounts to a standard that is reasonably required and appropriate with regards to the Associations Incorporation Reform Act 2012 and general accounting standards and provide a copy of all financial records and accounts to the Club as soon as reasonably practicable after the Society Annual General Meeting or on a request by the Club to do so;
- (f) remain solvent at all times and notify the Club immediately if the Society becomes aware that the Club may be or is likely to become insolvent;
- (g) establish risk management procedures and follow any risk management procedures that are reasonably required by the Club;
- (h) notify the Club in writing on the particulars of any change in office bearers of the Society within 14 days;
- (i) provide its relevant committee/members with any management or administration training, including those relating to liquor licensing;
- (j) appoint its delegates or nominees as the contact persons with whom the Club may communicate;
- (k) notify the Club immediately of any material adverse changes to its finances or operations or to any matters that affect or may affect it or the Club's reputation; and

- (l) not act inconsistently with any of the Club's policies of which the Society has been notified or of which it has become aware.

## **2.2 Identity**

- (a) The Society must identify itself in all publications and communications that it is an entity separate from the Club. The Society must ensure that its letterhead, stationery, signage and communications all contain appropriate wording as required by the Club to that effect.
- (b) The Society must ensure that where appropriate third parties are advised that the Society is legally separate from the Club and the Club is not legally financially responsible for the Society liabilities.

## **2.3 Property**

- (a) The Society acknowledges that ownership in such of the Society honour boards, trophies and other memorabilia as are reasonably designated by the Club as being of historical significance to the Club, belongs to the Club.
- (b) The Society is entitled to possession and custody of those honour boards, trophies and sporting memorabilia during the term of this agreement. The Society will provide such trophies and memorabilia as the Club may request from time to time for display by the Club.
- (c) The Society will with the financial assistance of the Club maintain and repair all honour boards, trophies and sporting memorabilia and keep them safe and secure.

## **3. What the Society must not do**

### **3.1 Disrepute**

The Society must not do anything or permit or allow its members to do anything which would bring the Club or the Society, or the reputation of the Club or the Society; into disrepute. [**MCC note: to be further discussed.**]

### **3.2 Holding out**

The Society must not do anything or allow anything to be done whereby it is held out or implied that the Club is in any way responsible for the finances or other debts or liabilities of the Society or its members.

### **3.3 Changes to the Rules**

- (a) The Society and its members must not change or purport to change the Rules of the Society without the written approval of the Club.
- (b) The Society and its members must not seek or purport to seek to change the legal status of the Society without the written approval of the Club.

### **3.4 Intellectual Property**

The Society must not use or purport to deal with any intellectual property of the Club which is not authorised by this agreement, unless specifically authorised in writing.

## **4. Dispute resolution**

### **4.1 Process**

Subject to clause 4.2, the Chair of the Society and the CEO of the Club must meet to seek to resolve any dispute within 14 days of any written request by either of them. The CEO may request that the matter be referred to the Committee of the Club for direction. The Chair of the Society and the CEO must use their best endeavours to resolve the dispute. Neither party may otherwise enforce their rights under this agreement until they have attempted to so resolve the dispute. Nothing in this clause prevents the other from exercising their rights in the event of a default or after the Chair's and the CEO's attempts at resolving the dispute are unsuccessful.

### **4.2 Delegates**

The Chair of the Society and the CEO of the Club may each delegate their functions for the purposes of clause 4.1.

## **5. Term of the agreement**

### **5.1 Indefinite**

This agreement continues indefinitely until ended in accordance with the provisions of this document.

### **5.2 Events of Default**

The following are events of default:

- (a) breach of any obligation under this agreement.
- (b) being or becoming insolvent.
- (c) having an external administrator appointed to the organisation.
- (d) breaching any laws.

### **5.3 Ending on default**

- (a) This agreement ends 3 months after notice of default has been given by one party to another party and the default is not remedied within that period of time.
- (b) The notice must provide particulars of the default and particulars of what is required to remedy that default if it is capable of remedy.

### **5.4 Notice**

Either party may end this agreement on 6 months' written notice provided during that notice period the parties meet and discuss in good faith how any outstanding issues may be resolved between them with a view to withdrawing that notice.

## **6. What happens when the agreement ends**

On the ending of this agreement:



## **6.1 Name, initials and logo**

- (a) The Society must change its name to remove the words "*Melbourne Cricket Club*" and must not use the words "*Melbourne Cricket Club*" or the initials "MCC" or "MCG", or any derivative or similar name of any of them in its name or in a way that implies any association with the Club.
- (b) The Society must also change all stationery and signage to remove any reference to the name "*Melbourne Cricket Club*" or the initials "MCC" or "MCG" or any derivative or similar name to any of them.
- (c) The Society must ensure that its members remove the name, initial and logo of the Club from any of their uniforms or equipment.
- (d) The Society must notify all relevant persons and organisations of its change of name.

## **6.2 Records and memorabilia**

The Society must deliver the honour boards, trophies and sporting memorabilia designated by the Club under clause 2.3 as being of historical significance to the Club, to the Club.

## **6.3 Goods**

The Society must either:

- (a) transfer all goods and stationery having or including the Club's name, initials or logo on it to the Club; or
- (b) remove the Club's name, initials or logo from all goods and stationery, upon request by the Club.

## **6.4 Cessation of payments**

The Club has no further obligation to provide any further or additional funding after the ending of the agreement notwithstanding any other prior agreement to the contrary.

## **6.5 Return of assets**

The Society must return any Club assets to them immediately.

## **6.6 Premises**

- (a) The Society must vacate any rooms/space provided to the Society for its use by the Club in a clean and operational state. The Society must make good any premises to the state and condition that they were in at the earlier of the time they were first occupied by the Society or the date of this agreement (fair wear and tear excepted).
- (b) The Society must pay the Club the costs of making good or repairing the premises if the Society fails to do so.

## **7. GST**

### **7.1 Consideration GST-exclusive**

Any consideration for a supply under this document is received by the supplier exclusive of GST unless specified otherwise. **[MCC note: GST clauses subject to further review.]**

### **7.2 Payment of GST**

The recipient of a supply must pay the supplier an amount equal to the supplier's GST on the consideration at the same time as the consideration is paid unless agreed otherwise in writing. The supplier must issue a tax invoice before the recipient is obliged to pay the GST.

## **8. Notices**

### **8.1 Form**

A notice or other communication connected with this document must be in writing and given by a party, its authorised officer or its lawyer.

### **8.2 Delivery**

A notice can be delivered, posted, or emailed to the address of the other party, as notified from time to time.

## **9. General**

### **9.1 Governing law**

This document is governed by the laws of Victoria.

### **9.2 Assignment**

The Society cannot assign any of its rights arising out of or under this document without the prior written consent of the Club.

### **9.3 Severance**

Any clause that is void, illegal or unenforceable may be severed from this document without affecting the other provisions of it.

### **9.4 Entire agreement**

This document replaces all previous agreements about its subject matter and constitutes the entire agreement between the parties.

### **9.5 Variation**

A variation of this document must be in writing and signed by the parties.

### **9.6 Variation of rights**

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a

forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

**9.7 Survival**

The terms of this document survive its ending to the extent permitted by law.

**9.8 Giving effect to this document**

Each party must do everything (including executing any document), and must ensure that its employees and agents do everything (including executing any document), that the other party may reasonably require to give full effect to this document.

**9.9 Counterparts**

This document may be executed in counterparts.

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