

Funding Agreement – Construction of Byford and Districts Country Club House & Bowling Green on portion of Reserve 10164

Shire of Serpentine Jarrahdale

Byford and Districts Country Club (Incorporated)



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Details

Parties

Shire of Serpentine Jarrahdale

of 6 Paterson Street, Mundijong, Western Australia
(Shire)

Byford and Districts Country Club (Incorporated)

of PO Box 72, Byford, Western Australia
(BDCC)

Background

- A The Shire is the management body of the Land.
- B By the Lease, BDCC has a leasehold estate in the Premises for the Term.
- C The parties are participants in the Project.
- D As part of the Project, the parties have agreed:
 - (a) the Shire will be responsible for the construction and development of the Project; and
 - (b) BDCC will contribute to the cost of the Project,
 in accordance with the terms and conditions set out in this Agreement.
- E To facilitate the Project, the Development Approval was issued by the Shire on 13 August 2014.
- F The parties enter into this Agreement to set out the respective rights and obligations of each Party in respect of the Project.

Agreed terms

1. Definitions & Interpretation

1.1 Definitions

In this Agreement, unless otherwise required by the context or subject matter:

Agreed Plans means the design for the Project that has been developed from the Concept Plans and is the basis for construction and approved by the relevant Authority;

Agreement means this document as supplemented, amended or varied from time to time;

Authorised Person includes:

- (a) the officers, employees, agents, contractors, consultants and invitees of the Shire; and
- (b) any person on the Premises with the express authority of a person specified in paragraph (a);

Authority means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, minister, statutory body or entity and any utility provider;

BDCC Contribution means subject to **clause 4.3** the maximum amount of \$2,300,000.00 (exclusive of GST) to be provided by BDCC for the Project;

Business Day means a day which is not a Saturday, Sunday or public holiday in Perth, Western Australia;

Commencement Date means the date of this Agreement;

Concept Plans means the plans or drawings identifying the Project and detailing the Works that will be required to complete the Project, copies of which are annexed to this Agreement as **Annexure 2**, or as varied by agreement of the parties;

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

Development Approval means the approval issued by the Shire on 13 August 2014 connection with the Project and Works, a copy of which is annexed to this Agreement as **Annexure 1**;

Financial Year commences on 1 July of a relevant year and ends on 30 June of the following year;

Grants means the grants from the Department of Sport & Recreation, Lotterywest, Home and Community Care, the Peel Development Board and the Regional Development Authority, as set out in **Item 1** of the Schedule;

Head Contractor means the entity appointed by the Shire to undertake the Works or any part of it;

an **Insolvency Event** occurs in respect of a person when that person:

- (a) informs its creditors generally that it is insolvent;
- (b) has a meeting of its creditors called with a view to entering a scheme of arrangement or executing a deed of company arrangement;
- (c) enters a scheme of arrangement except for reconstruction whilst solvent;
- (d) executes a deed of company arrangement with creditors;
- (e) has a controller or liquidator (as those terms are defined in the Corporations Act) of its property or part of its property appointed;
- (f) is the subject of an application to a court for its winding up, which application is not stayed within ten (10) Business Days;
- (g) has a winding up order made in respect of it;

- (h) has an administrator appointed under section 436A, 436B or 436C of the Corporations Act;
- (i) enters into voluntary liquidation; or
- (j) fails to comply with, or apply to have set aside, a statutory demand within fourteen (14) days of the time for compliance and:
 - (i) if the corporation applies to have the statutory demand set aside within fourteen (14) days of the time for compliance, the application to set aside the statutory demand is unsuccessful; and
 - (ii) the corporation fails to comply with the statutory demand within seven (7) days of the order of the court dismissing the application;

Land means Reserve 10164, Lot 2857 on Deposited Plan 187607 being the whole of the land comprised in Crown Land Title Volume LR3054 Folio 587;

Lease means Registered Lease M905380L between the Shire as lessor and BDCC as Lessee;

Party means the Shire or BDCC according to the context;

Permitted Purpose means access over and across the Premises with or without motor vehicles, engines, machinery and equipment to enable the Shire and any Authorised Person to complete and maintain the Works in accordance with this Agreement;

Practical Completion means completion of the Works in accordance with the Development Approval and to the reasonable satisfaction of the Shire as determined in accordance with **clause 3.9**;

Premises has the same meaning as defined in the Lease;

Progress Payment means a monthly instalment paid by BDCC to the Shire in accordance with **clause 4.2**;

Project means the:

- (a) construction and development of a new Byford and Districts Country Club House building, as shown indicated on the Concept Plans (**BDCC Club House**);
- (b) construction and installation of synthetic bowling greens, as shown indicated on the Concept Plans (**Bowling Green**);
- (c) construction of reinforced concrete footings and roof structures over the Bowling Green; and
- (d) installation, connection and commissioning of services (water, sewerage, electricity, gas and telecommunications); and
- (e) fit-out of the BDCC Club House;

Project Completion Date means 24 June 2016, as extended under this Agreement;

Schedule means the Schedules to this Agreement;

Shire Contribution means the maximum amount of \$280,000.00 (exclusive of GST) to be provided by the Shire for the Project;

Termination Date means the date on which this Agreement terminates in accordance with **clause 6**;

Works means:

- (a) all of the works necessary to complete the Project in accordance with the Development Approval; and
- (b) the maintenance of the items constructed in paragraph (a) in accordance with this Agreement; and

Works Programme means the Shire's works programme for the Project, which shows the significant activities comprising the Works and their proposed timing a copy of which is annexed to this Agreement as **Annexure 3**, or as varied by agreement of the parties.

1.2 Interpretation

In this Agreement, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Agreement or provisions of this Agreement or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and

- (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Agreement;
- (c) the covenants and obligations on the part of BDCC not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a person authorised by the BDCC; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (d) except in the Schedules, headings do not affect the interpretation of this Agreement; and
- (e) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

2. Shire Permitted to Access Premises

From the date of this Agreement, BDCC permits the Shire to access the Premises for the Permitted Purpose.

3. Project Delivery

3.1 Shire's Obligations

The Shire shall initiate, undertake and complete the Project by the Project Completion Date, or such other date as extended by this Agreement or by the agreement of the parties.

3.2 Scope of the Shire's Obligations

The Shire shall progress the Project by:

- (a) taking all reasonable steps to facilitate and maintain satisfactory progress of the Project and to minimise the costs of the Project;
- (b) co-ordinating and supervising all Works and ensuring that certification in writing is received from the registered builder confirming that the works are performed as agreed by the parties, in accordance with the Development Approval and to appropriate standards; and
- (c) maintaining appropriate records and providing progress reports to BDCC in accordance with this Agreement.

3.3 Works

The Shire shall initiate, coordinate, supervise and complete the Works in accordance with:

- (a) any approvals issued by any relevant Authority; and
- (b) the Development Approval,

by the Project Completion Date, or such other date as extended by this Agreement or by the agreement of the parties.

3.4 Requirements Prior to Commencing Works

The parties acknowledge and agree that the Shire shall not commence the Works until such time as building permit has been issued for the Works.

3.5 Standard of Construction of Works

The Shire must in carrying out the Works use materials and standards of workmanship that comply with the requirements of the Agreed Plans and Development Approval and all works and materials used must be of industry standard and comply with Australian Standards.

3.6 Notice of Variance

The Shire agrees to provide BDCC with written notice:

- (a) in the event that the nature or quality of the Works varies from the Development Approval; and
- (b) in the event that the cost of the Works varies from initial costings provided.

3.7 Ownership of Improvements

The parties acknowledge and agree that the improvements which will be installed on the Premises pursuant to this Agreement shall become and shall remain the absolute property of the Shire.

3.8 Works Programme

- (1) As soon as is reasonably practicable following the issue of the Development Approval, the Shire shall submit to BDCC a Works Programme.
- (2) The Works Programme shall be a detailed programme of the steps and actions required to complete the Project by the Project Completion Date.

3.9 Practical Completion

Within 14 Business Days of completing the Works in accordance with the Development Approval and the reasonable standards usually required by the Shire for works the nature of the Works (**Practical Completion**), the Shire will issue a certificate of Practical Completion in respect to the Works.

3.10 Defects Liability

- (1) Subject to **clause 3.10(2)**, the Shire agrees with BDCC that any defects, shrinkages or other faults in the Works (which works were carried out by or on behalf of the Shire) which may be evident and be notified in writing by BDCC to the Shire within twelve (12) months after the date of

Practical Completion for the Works will upon the issue of written notice from BDCC be made good by the Shire within the reasonable time specified in the written notice.

- (2) The parties acknowledge and agree that the rectification of any defects under **clause 3.10** will be subject to the general conditions of contract between the Shire and the Head Contractor.

3.11 Inspection

BDCC agrees that the Shire may at any time enter the Premises and inspect the Project and the Works, without notice.

4. Funding for Project

4.1 Club Contribution

Subject to **clause 4.2**, BDCC agrees with the Shire that it will pay to the Shire the BDCC.

4.2 Progress Payments

- (1) Subject to **clause 4.2(2)**, BDCC will pay to the Shire the BDCC Contribution by way of monthly instalments in accordance with the Progress Payment Schedule.
- (2) The Shire shall submit a written request to BDCC on a monthly basis to pay to the Shire any Progress Payment in accordance with the provisions of this clause.
- (3) When submitting any request referred to in **clause 4.2(2)** to the Shire, the Shire shall provide:
- (a) a cash flow statement to date outline costs incurred to date in carrying out the Works; and
 - (b) copies of any invoices incurred by the Shire to date in carrying out the Works.
- (4) Upon the Shire providing details of the Works completed to date together with copies of any invoices incurred by the Shire in carrying out the Works, BDCC will pay to the Shire the relevant Progress Payment within five (5) Business Days.

4.3 Remainder of Project to be funded by BDCC

The parties agree that BDCC is responsible for funding the cost of the Project, less the Shire Contribution and Grants.

4.4 Obligations for Shire to expend monies on Project

The Shire must utilise BDCC Contribution for the sole purpose of completing the Project in accordance with the terms of this Agreement.

5. Insurance

- (1) Until Practical Completion of the Project, the Shire agrees with BDCC to effect and maintain public risk insurance policy (covering the respective rights and interests of the Shire and BDCC) for an amount of not less than \$20 million dollars for any one claim covering all usual and necessary insurable risks arising out of the Project.
- (2) The Shire agrees with BDCC that it shall ensure that all consultants and contractors engaged to do any work in regard to the Project have adequate and appropriate insurance cover for the work that they are engaged to perform.

6. Termination

6.1 Right to Terminate

Subject to **clause 6.3**, a Party not in default has the right to terminate this Agreement by notice in writing to the other Party if:

- (a) any of the other parties suffers an Insolvency Event; or
- (b) any of the other parties commits a breach of this Agreement, and
 - (i) the breach is material and not capable of being cured and the defaulting Party fails to pay reasonable compensation demanded in writing by the other Party within a reasonable time (being not less than forty five (45) Business Days of being notified in writing of the breach by the Party giving the notice); or
 - (ii) the breach is capable of being cured and the defaulting Party fails to cure the breach within a reasonable time (being not less than forty five (45) Business Days of being notified in writing of the breach by the Party giving the notice).

provided always that before serving a termination notice under **paragraph (b)** the parties must refer the matter to Senior Executives under **clause 8(4)** and **clause 8(1) to (4)** inclusive will apply. **Clause 8(5)** will also apply in the event there is a Dispute in connection with the proposed grounds of termination.

6.2 Notice

A notice given under **clause 6.1 (Right to Terminate)** must specify the event or events in relation to which the notice is given.

6.3 Reasonableness

A Party may not terminate its involvement in this Agreement pursuant to **clause 6.1(b)** unless it has reasonable and bona fide grounds to believe and does believe that the event has or is likely to have a material adverse effect on the Project.

6.4 Effect of Termination

- (1) If a Party terminates its involvement in this Agreement in accordance with **clause 6.1** then effective from the Termination Date:
 - (a) sub clause (2) will apply; and
 - (b) the terminating Party may recover all reasonable costs properly incurred by it up to and including the Termination Date.
- (2) Subject to any express provision to the contrary, on termination of this Agreement whether under this clause or otherwise but without prejudice to any rights accrued prior to the termination:
 - (a) all future rights and obligations or rights or obligations in relation to future performance of current rights and obligations conferred or imposed on the parties by this Agreement are terminated; and
 - (b) this Agreement will have no further effect except as expressly provided for.

7. No Assignment

The rights, duties and obligations of the Shire and BDCC under this Agreement are not assignable but are personal to the Shire and BDCC.

8. Dispute resolution

- (1) If a Party claims that a dispute has arisen under or in connection with this Agreement (**Dispute**), that Party must give notice of the Dispute (**Dispute Notice**) to the other Party specifying the nature of the Dispute.
- (2) A Dispute cannot be the subject of litigation until the provisions of **clauses 8(3), 8(4) and 8(5)** have been complied with (except where a Party seeks urgent interlocutory relief from a court, in which case that Party does not need to comply with those clauses before seeking such relief).
- (3) Within 10 Business Days of the date on which the Dispute Notice is given (or such other period as agreed between the parties to the Dispute), each of the Parties to the Dispute must meet to negotiate in good faith and seek to resolve the Dispute, but shall be under no obligation to agree.
- (4) If the Dispute is not resolved under **clause 8(3)** within fifteen (15) Business Days of the date on which the Dispute Notice is given (or such other period agreed between the Parties to the Dispute), the Dispute must be referred to senior executives nominated by each of the Parties to the Dispute (**Senior Executives**), who must meet to negotiate in good faith and seek to resolve the Dispute, but shall be under no obligation to agree.
- (5) If the Dispute is not resolved under **clause 8(4)** within fifteen (15) Business Days of the date on which the Dispute was referred to the Senior Executives, the Dispute will be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (WA) and the Shire and BDCC may each be represented by a legal practitioner.
- (6) Any other matter or dispute may by agreement be sought to be resolved by reference to this **clause 8** however; if this Agreement does not specifically limit the parties otherwise, then the parties other legal rights or remedies are not restrained by this **clause 8**.

9. Notice

9.1 Notice Requirements

Any notice, demand, approval, consent or other communication under this Agreement (Notice) must be in writing and must be delivered:

- (a) personally;
- (b) by facsimile (except in the case of BDCC); or
- (c) by prepaid registered post,

to a Party at:

- (i) the address of the Party set out in **clause 9.3** (Nominated Contact Details); or
- (ii) such other contact details as the Party may from time to time notify to the other Party for the purposes of, and in accordance with, this clause.

9.2 When Notices Considered Given and Received

A Notice given in accordance with **clause 9.1** takes effect when received (or such later time as specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or five Business Days after the date of posting if posted to or from outside Australia); or
- (c) if sent by facsimile to the Shire, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the Notice, unless within four business hours (being a period of time between 9:00 am and 5:00 pm Western Standard Time (WST) on a Business Day) after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5:00 pm (WST) on a Business Day, the Notice is taken to be received at 9:00 am (WST) on the Business Day after that delivery, receipt or transmission.

9.3 Nominated Contact Details

For the purposes of this **clause 9**, the Nominated Contact Details of the parties are as follows:

(a) **Shire:**

Address: 6 Paterson Street, Mundijong, Western Australia

Facsimile number: (08) 9525 5441

Attention: Chief Executive Officer

(b) **Club:**

Address: PO Box 72, Byford, Western Australia

Facsimile number: Not used.

Attention: President – John Erren

10. Variation

Subject to such consents as are required by this Agreement or at law, this Agreement may be varied by the agreement of the parties in writing.

11. Statutory powers

The powers conferred on the Party by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Agreement, in addition to the powers conferred on the Party in this Agreement.

12. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the

terms of this Agreement do not, to the fullest extent permitted by law, apply to limit the terms of this Agreement.

13. Costs

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

14. GST

14.1 Interpretation

In this **clause 14**:

- (a) **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*;
- (b) subject to paragraph (c), expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning;
- (c) **GST** has the meaning given to it in the GST Law;
- (d) **Recipient** is defined to mean the Party required to provide consideration for a supply and the Party that makes that supply is defined to be the **Supplier**; and
- (e) a reference to something done (including a supply made) by a Party includes a reference to something done by any entity through which that Party acts.

14.2 GST-exclusive consideration

All consideration which the Recipient provides to the Supplier for a supply under or in connection with this document is exclusive of any GST payable on the supply.

14.3 Payment of GST

If GST becomes payable on any supply made by the Supplier under or in connection with this document, the Recipient will pay to the Supplier an amount equal to the GST payable on the supply (**GST Amount**).

14.4 Timing of GST payment

Subject to **clause 14.5**, the Recipient will pay the GST Amount in addition to and at the same time as the consideration for the supply is to be provided under this document.

14.5 Tax invoice

The Supplier must provide a tax invoice to the Recipient before the Supplier is entitled to payment of the GST Amount under **clause 14.3**. The Recipient can withhold payment of the amount until the Supplier provides a tax invoice.

14.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made under or in connection with this document, the amount payable by the Recipient under **clause 14.3** will be recalculated to reflect the adjustment event and a payment will be made by the Recipient to the Supplier or by the Supplier to the Recipient as the case requires. Payment of the amount payable need not be made

until the payer receives an adjustment note from the payee. Any payment, credit or refund under this **clause 14.6** is deemed to be a payment, credit or refund of the GST Amount payable under **clause 14.3**.

14.7 Exchange of non-monetary consideration

- (1) To the extent that the consideration provided for the Supplier's taxable supply to which **clause 14.3** applies is a taxable supply made by the Recipient (**Recipient Supply**), the GST Amount that would otherwise be payable by the Recipient to the Supplier in accordance with **clause 14.3** shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
- (2) The Recipient must issue to the Supplier a tax invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with **clause 14.4** (or the time at which such GST Amount would have been payable in accordance with **clause 14.4** but for the operation of **clause 14.7(1)**).

14.8 Reimbursements

Where a Party is required under this document to pay, reimburse or indemnify an expense or outgoing of the other Party, the amount to be paid, reimbursed or indemnified will be the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other Party (or where that other Party is a member of a GST group, the representative member of that group) is entitled.

14.9 No merger

This **clause 14** does not merge on the completion or termination of this Agreement.

15. Acts by Agents

All acts and things which the Shire is required to do under this Agreement may be done by the Shire, the CEO, an officer or the agent, solicitor, contractor or employee of the Shire.

16. Severance

If any part of this Agreement is, or becomes, void or unenforceable that part is or will be, severed from this Agreement to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

17. Waiver

The parties mutually covenant and agree that:

- (a) no right under this Agreement is waived or deemed to be waived except by notice in writing signed by the party waiving the right;
- (b) a waiver by one party under paragraph (a) of this clause does not prejudice its rights in respect of any subsequent breach of this Agreement by the other party; and
- (c) a party does not waive its rights under this Agreement because it grants an extension or forbearance to the other party.

18. Further Assurance

The parties must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions of this Agreement.

19. Applicable Law

This Agreement shall be governed by the laws of the State of Western Australia, and where applicable the Commonwealth of Australia.

Schedule 1

Item 1 Budget and Funding of Project

The parties acknowledge and agree that at the time of execution of this Agreement, the estimated cost of the Project is \$5,105,000.00 plus GST and such amount will be provided from the below sources:

Funding Source	Amount
Shire Contribution	\$280,000.00 (ex GST)
Club Contribution	\$2,300,000.00 (ex GST)
Contribution from Grants:	
Department of Sport & Recreation Grant	\$280,000.00 (ex GST)
Lottery West Grant	\$900,000.00 (ex GST)
Home and Community Care Grant	\$500,000.00 (ex GST)
Peel Development Board Grant	\$600,000.00 (ex GST)
Regional Development Authority	\$245,000.00 (ex GST)
TOTAL	\$5,105,000.00 (ex GST)

Schedule 2 - Progress Payment Schedule

1. Payment upon Milestones

Subject to the conditions outlined **clause 2** of this **Schedule 2**, the BDCC Contribution will be paid in three monthly instalments to the Shire.

Progress Payment payable on	Monthly Amount to be paid	Balance
STAGE		
		\$2,300,000.00
1. 15 March 2016	\$1,000,000.00	\$1,300,000.00
2. 1 April 2016	\$1,000,000.00	\$300,000.00
3. 1 May 2016	\$300,000.00	0.00
TOTAL CONTRIBUTION		\$2,300,000.00

2. Conditions of Payment

BDCC will provide payment within five (5) Business Days' of a written request from the Shire PROVIDED:

- (a) the Shire submits to BDCC a cash flow statement to date outlining costs incurred to date in carrying out the Works. Following review of the cash flow statement, BDCC may request copies of invoices showing the acquittal of funds and costs incurred. For the avoidance of doubt, the Project costs described in the cash flow statement must not include internal costs of the Shire including salaries of any officers or employees of the Shire in respect of any involvement in the Works.

Signing page

EXECUTED by the parties

2016

THE COMMON SEAL of THE SHIRE OF SERPENTINE JARRAHDALE was hereunto affixed by authority of a resolution of the Council of the Shire in the presence of:

President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of BYFORD AND DISTRICTS COUNTRY CLUB INCORPORATED (BDCC) was hereunto affixed pursuant to the constitution of the BDCC in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in BDCC indicated under his or her name:

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

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Annexure 1 – Development Approval

All enquiries to Planning Services on 9526 1131
 Our ref: P05193/01:BG:ks
 Electronic Ref: OC14/13306



Shire of
 Serpentine
 Jarrahdale

Sustainable. Connected. Thriving!

13 August 2014

Byford & Districts Country Club Inc
 845 South Western Highway
 Byford WA 6122

Via email: stephenw@concap.com.au

Dear Sir / Madam

Development Application – Multi Purpose Sporting and Community Facility – Lot 2857 (Reserve 10164) South Western Highway, Byford

I refer to your application for development approval in respect of the above property. The Shire is pleased to advise that the application has been carefully considered and the Council has been able to support the proposal, with an approval decision notice attached for your information and future reference.

Should you wish to proceed with the development, it is important that you review the various conditions that have been imposed. The conditions have been imposed due to the various regulatory requirements that exist in Western Australia and ultimately to ensure that the expectations of the community will be achieved into the future. While every effort has been made to ensure that the requirements are clear, please do not hesitate contact the relevant officers of the Shire should you require any additional information or wish to clarify the requirements of the conditions.

Should you be aggrieved by any of the conditions, you may have the right under the Planning and Development Act 2005 to have the decision reviewed by the State Administrative Tribunal. Applications for review must be submitted to the Tribunal within 28 days of the date on the decision notice. Further information can be obtained by calling the Tribunal on (08) 9219 3111 or by visiting their website at www.sat.justice.wa.gov.au

The Shire is endeavouring to provide a high level of customer service and is always keen to receive feedback on how we can improve our services. Should you have any feedback that you would like to provide to the Shire, please do not hesitate to send us an email to planning@sishire.wa.gov.au.

Thank you again for lodging a development application with the Shire and we look forward to working with you again in the future.

Yours faithfully

Brad Gleeson
 Director Planning

6 Paterson Street, Mundijong WA 6123 08 9526 1111 08 9525 5441 info@sishire.wa.gov.au

6 Paterson Street
Mundijong 6123
Western Australia



Shire of
Serpentine
Jarrahdale

Telephone: 9526 1111
Facsimile: 9525 5441
Web: www.sjshire.wa.gov.au
Email: info@sjshire.wa.gov.au

**FORM 2
PLANNING APPROVAL
TOWN PLANNING SCHEME NO. 2**

PROPERTY FILE:	P05193/01	DOCUMENT NO:	OC14/13306
APPLICANT:	Byford & Districts Country Club Inc 845 South Western Highway Byford WA 6122		
OWNER:	Shire of Serpentine Jarrahdale 6 Paterson Street Mundijong WA 6123		
PROPERTY:	Lot 2857 (Reserve 10164) South Western Highway, Byford		
DEVELOPMENT:	Multi Purpose Sporting and Community Facility		
USE CLASS:	Club Premises		
APPROVAL DATE:	11 August 2014		
AUTHORITY:	OCM021/08/14		

Application for approval to commence development as per application form dated 6 September 2013 and accompanying plans is **APPROVED** under the above authority subject to the following conditions:

CONDITIONS

1. All existing native trees on the subject lot and adjacent road verge shall be retained and shall be protected from damage prior to and during construction unless subject to an exemption provided within Town Planning Scheme No. 2 or the specific written approval of the Shire has been obtained for tree removal either through this planning approval or separately.
2. All storm water to be disposed of within the property. This shall be achieved by either soakwells or spoon drains or the use of storm water retention/re-use methods such as rainwater tanks or the grading of hardstand areas to lawns and garden beds. Direct disposal of storm water onto the road, neighbouring properties, watercourses or drainage lines is not permitted
3. The vehicle parking area, access way(s), and crossover shall be designed, constructed, sealed, kerbed, drained, line marked and thereafter maintained in accordance with the approved plan and specification to the satisfaction of the Director Engineering prior to the occupation of the development for the use hereby permitted.

4. The crossover shall be designed and constructed to the specification and satisfaction of Director Engineering.
5. A minimum of 61 parking bays are required to be provided on site.
6. A minimum of 2 car parking bays to be provided and marked for the exclusive use of vehicles displaying ACROD issued disabled parking permits. Such bays shall be located conveniently to the principal building entrance and with a minimum width of 3.2 metres.
7. A separate application for planning approval including a plan or description of all signs for the proposed development (including signs painted on the building) shall be submitted and approved by the Council prior to the erection of any signage on the site. No signs are to be displayed in the road reserve at any time.
8. Lighting to be provided to all car parking areas and the exterior entrances to all buildings in accordance with Australian Standard AS 1158.3.1.
9. All external lighting to be hooded and orientated so that the light source is not directly visible by adjacent residents.
10. An Urban Water management plan and detailed technical drawings and specifications for the car park area and accessway are to be submitted for approval by the Director Engineering prior to the commencement of siteworks.
11. The development is to be provided with a suitable enclosure for the storage and cleaning of rubbish receptacles in accordance with the *Shire of Serpentine-Jarrahdale Health Local Laws 1999*. The location of the enclosure is to be to the satisfaction of the Director Engineering.
12. A landscape plan and vegetation management plan must be submitted to Council for approval by Director Engineering prior to occupying of the development. The landscaped plan shall be drawn to a scale of 1:100 and shall show the following:
 - a) The location, name and mature heights of proposed trees and shrubs;
 - b) Any lawns, paved areas, decks, water features, shade structures and the like to be established;
 - c) Those areas to be reticulated or irrigated or demonstrated to be designed using water sensitive principles; and
 - d) Plants used to landscape the site shall comprise species indigenous to the area.
13. Landscaping shall be maintained at all times to satisfaction of the Director Engineering.
14. A Fire Management Plan shall be submitted for the development and approved by Director Engineering.
15. Only the colours and materials as identified on the plan attached to and forming part of this approval are to be used unless prior written approval is obtained from the Shire.
16. Bicycle parking facilities being provided in accordance with the Shire's Local Planning Policy No 58 to the satisfaction of the Director Planning.
17. No vehicles access shall be permitted to or from South Western Highway road reserve from Lot 2857.

The Advice Notes attached form part of this approval.

APPEAL RIGHTS

The applicant may have the right under the Planning and Development Act 2005 to have the decision reviewed by the State Administrative Tribunal (SAT). Applications for review must be submitted to the SAT within 28 days of the date on the decision notice. Further information can be obtained by calling SAT on (08) 9219 3111 or by visiting their website at www.sat.justice.wa.gov.au

Brad Gleeson
Director Planning

**FORM 2
PLANNING APPROVAL
SERPENTINE JARRAHDALE SHIRE
TOWN PLANNING SCHEME NO. 2**

ADVICE NOTES

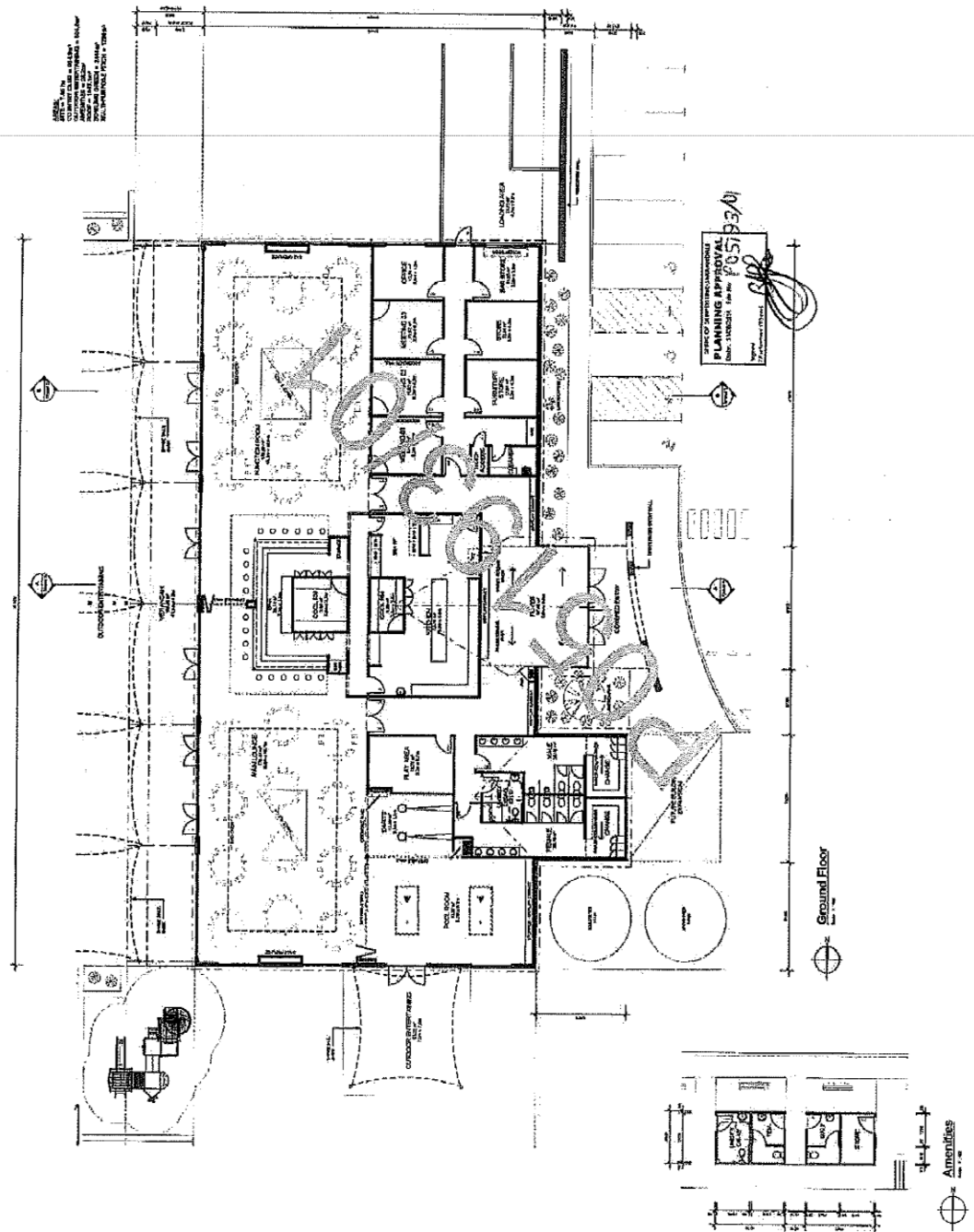
1. Compliance with the Building Code of Australia and Building Act. The development being designed and constructed to allow access and facilities for people with disabilities in accordance with the Building Code of Australia 1996 Part D3 and AS 1428.1.
2. Compliance with the Health Act, Food Act, Health (Food Hygiene Regulations and Health (Public Building) Regulations.

KAMPMAN LEASING

PROPOSED DEVELOPMENT
 Byford & Dinwiddie County Club
 Lot 2387 South Western Hwy, BYFORD VA 6122

DATE: Aug 2013
 SCALE: 1/4" = 1'-0" @ A1
 PROJECT NO.: 02083
 DRAWING NO.: 0403
 CLIENT: NCA

DESIGNER: M. BROWN
 DATE: Aug 2013
 SCALE: 1/4" = 1'-0" @ A1
 PROJECT NO.: 02083
 DRAWING NO.: 0403
 CLIENT: NCA

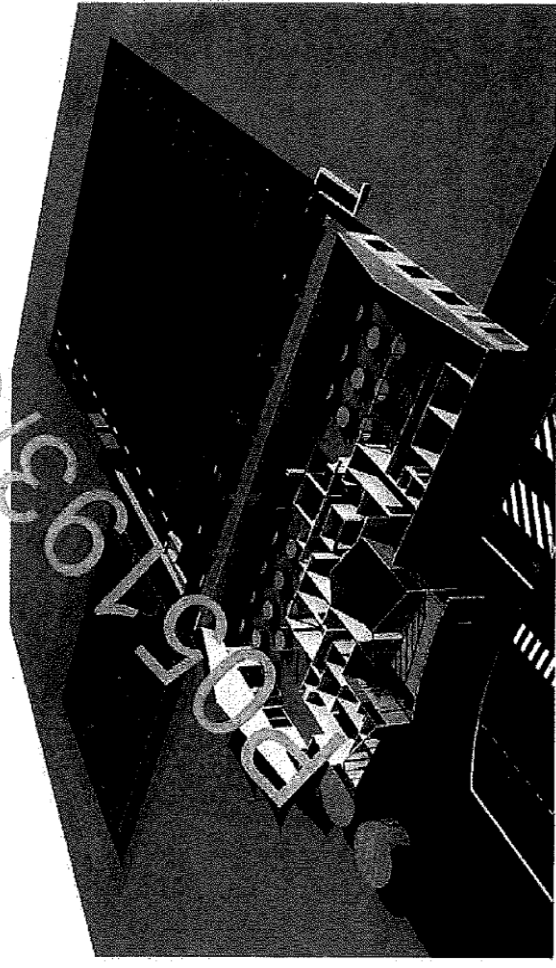
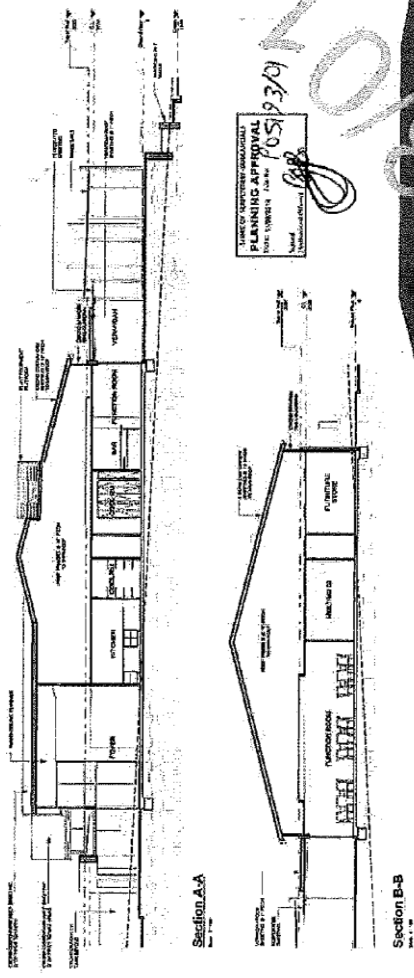


PROPOSED DEVELOPMENT
 674rd & Dunlap County Club
 Lot 2857 South Western Hwy, Belford WA 9122

KAMPMAN

PROJECT NO. 0203
 DRAWING NO. 12K03
 SHEET 5

DATE: Aug 2013
 SCALE: 1" = 100' A1
 DRAWN BY: M. Skinn

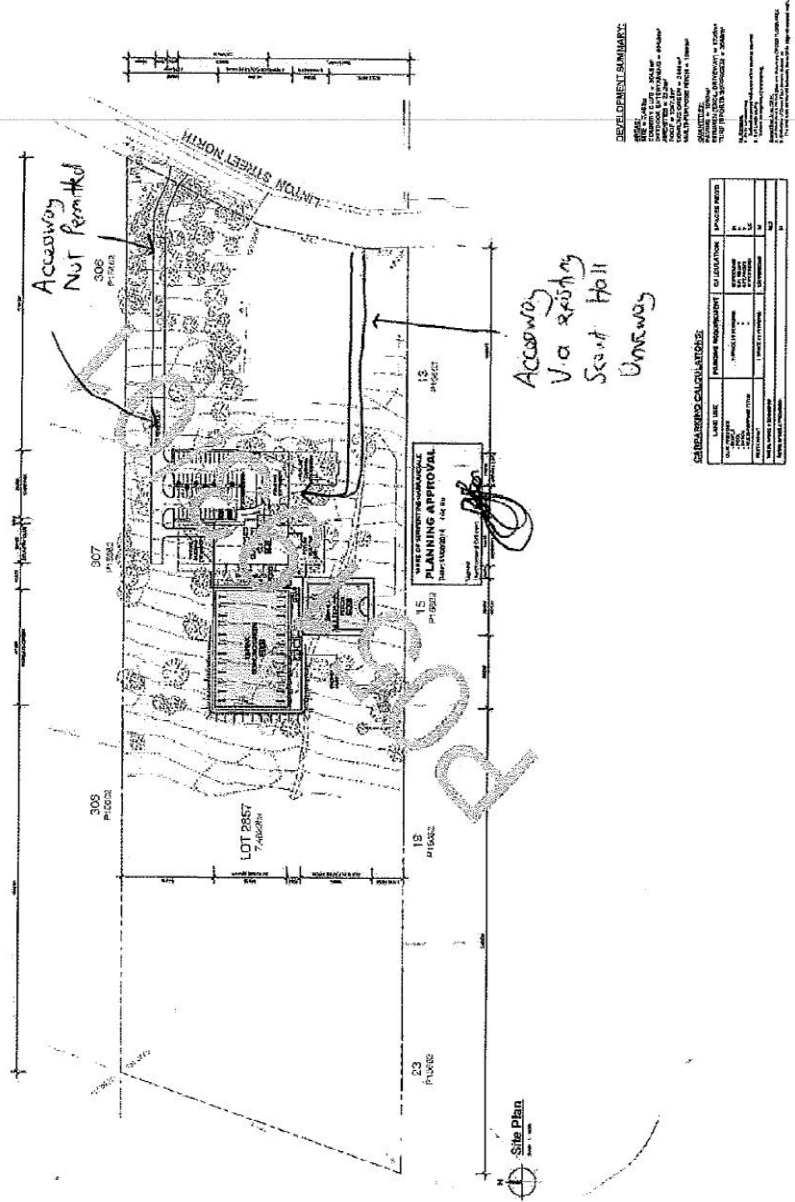




 KAMPMAN

PROPOSED DEVELOPMENT
 Byford & Clarke County Club
 Lot 2857 South Western Hwy, BYFORD WA 8122

DRAWN: [Name] DATE: Aug 2013 SCALE: 1:1000 @ A1 PROJECT NO: 0293 SHEET NO: 852
 AS SEEN: [Name] DATE: Aug 2013 SCALE: 1:1000 @ A1 PROJECT NO: 0293 SHEET NO: 852



DEVELOPMENT SUMMARY:

1. To provide a site plan for the proposed development.
 2. To provide a site plan for the proposed development.
 3. To provide a site plan for the proposed development.
 4. To provide a site plan for the proposed development.
 5. To provide a site plan for the proposed development.
 6. To provide a site plan for the proposed development.
 7. To provide a site plan for the proposed development.
 8. To provide a site plan for the proposed development.
 9. To provide a site plan for the proposed development.
 10. To provide a site plan for the proposed development.

GENERALISED CALCULATIONS:

LAND USE	PERMITS REQUIRED	ELABORATION	APPLICABLE PERMITS
Residential	Local Government	Residential	Local Government
Commercial	Local Government	Commercial	Local Government
Industrial	Local Government	Industrial	Local Government
Public	Local Government	Public	Local Government
Other	Local Government	Other	Local Government

Annexure 3 – Works Programme



38 Hensbrook Loop, Forrestdale, WA, 6112 | ABN: 14 557 117 910 | Reg No: 11960
 PO Box 839, Armadale, WA, 6992 | T 08 9498 1766 | F 08 9399 4860
www.alitaconstructions.com.au | admin@alitaconstructions.com.au

Client: Shire of Serpentine & Jarrahdale
 Job: Byford & District Country Club
 Job Address: Lot 2857 South Western Hwy Byford

Description	Amount	January		February		March		April		May		June		Amount to still claim	
		15%	85%	15%	85%	15%	85%	15%	85%	15%	85%	15%	85%		
1 Preliminaries	\$ 258,400.75	0%	\$ 76,620.23	15%	\$ 38,314.61	15%	\$ 38,314.61	15%	\$ 38,314.61	15%	\$ 38,314.61	10%	\$ 23,545.68	0%	\$ -
2 Demolition	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ -
3 Earthworks	\$ 329,909.28	25%	\$ 99,742.32	71%	\$ 169,688.19	4%	\$ 9,588.77	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
4 External Concrete	\$ 380,275.50	0%	\$ -	20%	\$ 91,818.98	30%	\$ 110,802.77	43%	\$ 159,708.44	2%	\$ 7,346.52	0%	\$ -	0%	\$ -
5 Concrete Works/Tilt Panels	\$ 188,400.95	25%	\$ 46,350.24	60%	\$ 111,240.57	15%	\$ 27,870.14	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
6 Brick Work	\$ 18,885.60	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 18,885.60	0%	\$ -	0%	\$ -	0%	\$ -
7 Structural Steel	\$ 307,814.48	10%	\$ 30,781.45	10%	\$ 30,781.45	25%	\$ 91,953.62	59%	\$ 202,297.96	0%	\$ -	0%	\$ -	0%	\$ -
8 Metal Work	\$ 557,252.85	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 557,252.85	0%	\$ -	0%	\$ -
9 Carpenter / Joinery	\$ 215,618.13	0%	\$ -	0%	\$ -	75%	\$ 161,713.59	15%	\$ 32,342.72	0%	\$ -	0%	\$ -	0%	\$ -
10 Doors and Door Frames	\$ 124,386.10	0%	\$ -	0%	\$ -	75%	\$ 93,289.58	15%	\$ 18,657.92	10%	\$ 12,438.61	0%	\$ -	0%	\$ -
11 Roof & Roof Plumbing	\$ 96,967.80	0%	\$ -	0%	\$ -	75%	\$ 72,710.85	25%	\$ 24,236.95	0%	\$ -	0%	\$ -	0%	\$ -
12 Fishies	\$ 229,371.40	0%	\$ -	0%	\$ -	0%	\$ -	25%	\$ 58,643.35	70%	\$ 164,728.05	5%	\$ 11,798.67	0%	\$ -
13 Tiling	\$ 29,394.80	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 29,394.80	0%	\$ -	0%	\$ -
14 Floor Covering/Window Treatments	\$ 89,947.40	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	80%	\$ 71,957.92	20%	\$ 17,989.48	0%	\$ -
15 Painter	\$ 48,888.07	0%	\$ -	0%	\$ -	0%	\$ -	30%	\$ 14,667.42	50%	\$ 24,423.04	20%	\$ 9,771.61	0%	\$ -
16 Hydraulic Services	\$ 493,863.50	20%	\$ 90,782.70	40%	\$ 90,782.70	40%	\$ 181,565.40	5%	\$ 22,492.18	10%	\$ 49,386.25	5%	\$ 22,692.18	0%	\$ -
17 Electrical Services	\$ 714,180.75	20%	\$ 142,837.95	15%	\$ 142,837.95	15%	\$ 142,837.95	30%	\$ 214,310.93	13%	\$ 92,868.07	2%	\$ 14,287.40	0%	\$ -
18 Mechanical Services	\$ 294,416.78	10%	\$ 29,441.68	10%	\$ 29,441.68	10%	\$ 29,441.68	50%	\$ 147,208.39	25%	\$ 73,552.19	5%	\$ 14,702.84	0%	\$ -
19 Maintenance	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ -
20 P.C. & P.T. Items	\$ 289,316.48	20%	\$ 57,863.30	20%	\$ 57,863.30	0%	\$ -	0%	\$ -	50%	\$ 144,683.24	10%	\$ 28,936.65	0%	\$ -
Total	\$ 4,081,723.00		\$ 540,420.85		\$ 739,289.74		\$ 923,038.47		\$ 950,226.65		\$ 782,594.29		\$ 145,694.90		\$ -
GST	\$ 408,172.30		\$ 54,042.09		\$ 73,928.97		\$ 92,303.85		\$ 95,022.67		\$ 78,259.44		\$ 14,569.49		\$ -
TOTAL INCLUDING GST	\$ 4,489,895.30		\$ 594,472.94		\$ 813,273.71		\$ 1,016,002.32		\$ 1,045,249.32		\$ 860,853.83		\$ 160,264.39		\$ -

NOTE: GST @ 10% will be added to each of the above progress payments at the time of invoice issue

Description	Amount	15%	85%	15%	85%	15%	85%	15%	85%	15%	85%	15%	85%	Amount to still claim	
Total	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ -
GST	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ -
Total (including GST)	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ -
Total also including variations	\$ 4,081,723.00	5%	\$ 540,420.85	5%	\$ 739,289.74	5%	\$ 923,038.47	5%	\$ 950,226.65	5%	\$ 782,594.29	5%	\$ 145,694.90	5%	\$ -
GST	\$ 408,172.30	5%	\$ 54,042.09	5%	\$ 73,928.97	5%	\$ 92,303.85	5%	\$ 95,022.67	5%	\$ 78,259.44	5%	\$ 14,569.49	5%	\$ -
Total (including GST)	\$ 4,489,895.30	5%	\$ 594,472.94	5%	\$ 813,273.71	5%	\$ 1,016,002.32	5%	\$ 1,045,249.32	5%	\$ 860,853.83	5%	\$ 160,264.39	5%	\$ -