

s 22(1)(a)(ii)

From: Gerringong Surf Club President <s 47F @gerringongsurfclub.com>
Sent: Sunday, 16 April 2023 6:07 PM
To: PCIP
Cc: s 47F Gerringong Surf Club Accounts; s 47F
Subject: Re: PCIP 31 - Gerringong Surf Lifesaving Club Redevelopment - Application

On Tue, Apr 11, 2023 at 7:34 PM Gerringong Surf Club President <s 47F @gerringongsurfclub.com> wrote:

Hello,

Thank you for your invitation to apply for PCIP grant funding.

Please refer to the attached documentation in response to PCIP 31 invitation for grant application - Gerringong Surf Lifesaving Clubhouse Redevelopment.

There are a few matters which we have explained in the body of the application; however, summarised below;

- Overall delivery timeframe and milestone dates. Looking at supporting information, the grant approval process may impact selection of program milestone dates. Therefore the milestone dates provided will be subject to change depending on a number of factors yet to be determined, we are seeking flexibility in agreed milestone dates.
- Tendering - the club has been working with a local builder to develop the project to its current design and approval status and request flexibility to engage directly subject to financial controls, i've made some suggestions in the application on how this can be achieved whilst maintaining transparency on costs.
- Funding in arrears of progress claims. This is unachievable, the surf club cannot cashflow this project as a NFP community emergency services organisation. We assume that many grant recipients may be in similar circumstances. Considering agreement to pay on completion of works, the six (6) payment milestones, may be impractical and likely to result with the contractor required to carry substantial costs. We request an agreement that is practical and timely.

On behalf of Gerringong Surf Lifesaving Club, we look forward to progressing further noting that Development Consent is anticipated for approval on 18 April 2023.

Best Regards

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Gerringong Surf Club President
S 47F [REDACTED]@gerringongsurfclub.com
<http://gerringongsurfclub.com>



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S 47F [REDACTED]@gerringongsurfclub.com
<http://gerringongsurfclub.com>





Australian Government

Department of Infrastructure, Transport,
Regional Development, Communications and the Arts

Priority Community Infrastructure Program - Application Form

ABOUT THE PRIORITY COMMUNITY INFRASTRUCTURE PROGRAM

The Priority Community Infrastructure Program (PCIP) delivers the Government's 2022 election commitments for community infrastructure and eligible Community Development Grants Programme commitments announced by the former Government during the 2022 Pre-Election Fiscal and Economic Outlook with funding over \$5 million, and selected commitments under \$5 million.

The program is a one-off, closed, non-competitive grants program. Your project has been identified to receive grant funding. An application is required for this program as funding cannot be provided to ineligible entities or for ineligible activities.

The PCIP program will run over 5 financial years from 2022-23 to 2026-27 and has been designed to achieve the following outcomes:

- Enhance community infrastructure;
- improve equity outcomes and social inclusion; and
- encourage communities to thrive, economically and socially.

Whilst the Australian Government has made a commitment of funding to your project, funds are public monies and relevant legislation applies. As such, the department has an obligation for funding to be assessed against value for money principles, prior to funding decisions being made.

Completing this form

You must read the [Grant Opportunity Guidelines](#) prior to submitting your application.

We recommend you keep the guidelines open as you are completing your application so you can refer to them when providing your responses.

Your application must be received no later than six (6) months from the date you receive the invitation to apply.

You will need to submit this Application Form with all required supporting documentation to:
PCIP@infrastructure.gov.au

If your response is likely to include large documents, please email the department to make arrangements to transfer these documents electronically.

You must complete all sections of the application. If a section is not applicable to your application, please indicate as N/A.

Please note the response sections in this form are character restricted. If additional space is required for your answers, include them as an attachment.

Disclosure of Information

The Commonwealth's use and disclosure of your information, provided in your application or otherwise, is set out in the program guidelines.

Getting Help

If you require assistance completing this form please contact us by email at PCIP@infrastructure.gov.au or on 1800 044 938.

Released under the FOI Act 1982 by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts

ELIGIBILITY

We cannot consider your application if you do not satisfy all of the eligibility criteria. If you are deemed ineligible you will be advised in writing.

Has your organisation been invited to apply for this program by the Australian Government or are you a sponsor organisation that has been approved to deliver the project by the department?

- ☒ Yes
☐ No

Has the department agreed that your organisation can act as a sponsor organisation for the project?

- ☒ Yes
☐ No

Do you have an Australian Business Number (ABN)?

- ☒ Yes
☐ No

Are you one of the following eligible entities? **Certificate attached**

- ☐ an incorporated association
☒ a registered charity or not-for-profit organisation
☐ an Australian local government body
☐ an Australian state or territory government body
☐ an incorporated trustee on behalf of a trust
☐ an Aboriginal and/or Torres Strait Islander Corporation registered under the [Corporations \(Aboriginal and /or Torres Strait Islander\) Act 2006](#)
☐ a University
☐ None of the above **(if selected, please specify)**

Are you registered for the purposes of GST?

- ☒ Yes
☐ No

Do you have an account with an Australian financial institution?

- ☒ Yes
☐ No

Is your organisation, or your project partner, an organisation included on the National Redress Scheme's website on the list of 'Institutions that have not joined or signified their intent to join the Scheme (www.nationalredress.gov.au)?

- ☐ Yes
☒ No

Are you an employer of 100 or more employees that has not complied with [Workplace Gender Equality Act \(2012\)](#)?

☐ Yes

☒ No

Does your project include the construction, upgrade or extension of infrastructure that provides economic and social benefits to the community?

Refer to section 4 of the grant opportunity guidelines for further information on eligible and ineligible activities.

☒ Yes

☐ No

Does your project involve the development of a business case, feasibility study, master plan or similar?

If your proposed project is solely the development of one of these options, no additional funding will be available for the construction phase of the project under this program.

☐ Yes

☒ No

Do you own the land and infrastructure for the project?

☐ Yes

☒ No

If you answered no, you must answer yes to the following question.

If your project is situated on private land, do you have a formal arrangement, such as a lease, for the use of the land?

☒ Yes

☐ No

ENTITY DETAILS

Organisation Name	Gerringong Surf & Lifesaving Club Inc.
ABN	69219855751

Your Organisation's Physical (registered) Address

Street Address Line 1	Pacific Avenue, Werri Beach / Lot 1 – DP1075959
Street Address Line 2	
Suburb/Town	Gerringong
State/Territory	NSW
Postcode	2534
Organisation Email	hello@gerringongsurfclub.com
Organisation Website	http://gerringongsurfclub.com

Your Organisation's Postal Address

Postal Address Line 1	PO BOX 50
Postal Address Line 2	
Suburb/Town	Gerringong
State/Territory	NSW
Postcode	2534

Authorised Person Details

An authorised person is nominated by the entity to act on behalf of the organisation and to enter into a funding agreement on behalf of the organisation.

Title (e.g. Mr/Mrs/Ms/Dr)	s 47F
First Name	s 47F
Surname	s 47F
Position	President
Telephone	(w) (m)s 47F (f)
Email Address	s 47F@gerringongsurfclub.com

PROJECT DETAILS

In this section you must provide detailed information about your proposed project.

If your application is successful, we are required to publish some details on GrantConnect and other government publications. Published details include:

- *name of the grant recipient*
- *a project title*
- *a brief project description and its intended outcome*
- *amount of grant funding awarded.*

Project Title

Use the title from the confirmation of the funding commitment. If proposing an alternative project title, provide reasons why.

We may adjust this title for administrative purposes.

Gerringong Surf Lifesaving Club - Clubhouse Redevelopment

Project manager contact details

The project will be managed by the Gerringong Surf Lifesaving Club redevelopment sub-committee. An external Project Management resource will be considered to maintain Project Administration documentation.

s 47F (lead building sub-committee) & s 47F (President) will oversee delivery and reporting for the project. Bluestone Building Group have been undertaking Design Management to date and will undertake Construction Management during the delivery phase. A formal contract will be implemented for this engagement.

Title (e.g. Mr/Mrs/Ms/Dr)	s 47F		
First Name	s 47F		
Surname	s 47F		
Position	s 47F – President s 47F – Lead Building Committee		
Telephone	(w)	(m) s 47F	(f)
Email Address	s 47F @gerringongsurfclub.com s 47F @gmail.com		
Other details relevant to the project e.g. qualifications, experience, and professional memberships (if applicable)	s 47F		

Project location

You must provide the address where your project will be undertaken. If you have multiple sites you must provide the address of each site.

If a street number is not known, please provide the Lot number.

A project site must be a street address. Do not provide a postal address, institution or building name.

If the project is at more than one location, please provide details of all locations as an attachment.

Note if your project will be located on school or similar closed grounds, the project must demonstrate how it will deliver social benefits to the broader community.

Street Address Line 1	Pacific Avenue, Werri Beach / Lot 1 – DP1075959
Street Address Line 2	
Suburb/Town	Gerringong
State/Territory	NSW
Postcode	2534
What is the name of the Traditional Custodians of the land in which the project address is located? https://aiatsis.gov.au/explore/map-indigenous-australia	Wodi Wodi People on Dharawal country
What is the project geolocation (latitude and longitude)?	https://goo.gl/maps/nCrVDvM9iqRhoJdP9

Detailed Project Description

This information will be included in your grant agreement if your application is successful.

Provide a detailed description of your project including the project scope and key activities.

The project will provide for the vital upgrade of Gerringong Surf Lifesaving Clubs currently dilapidated facilities by providing a fit for purpose, safe and compliant facility for emergency operations, club, and community purposes.

The club provides an invaluable service to the local and surrounding community, is one of the fastest growing clubs in regional NSW, consisting of over 100 patrolling members and providing programs for over 280 registered nippers.

The new building will consist of a two-level structure with a total floor area of approx. 1600m².

The ground floor will include a Patrol Room, First Aid Room, IRB (rescue boats) & vehicle store, Surf Boat store, Board & Ski Store, Club Amenities, Public Amenities, Gymnasium & Kiosk. The second floor will include training rooms, members areas, multi-function areas, kitchen, amenities and verandah areas.

The new building will be fully accessible, promoting inclusiveness and catering for the needs of all members and the community.

The funding is required for the entire construction and fit out of the facility including the following key activities;

- Design of new facility, including design and sub consultancy services
- All relevant planning approvals
- Decommission of the complete existing building and associated assets
- Establishment of a temporary (1 year) facility to continue provision of emergency services operations
- Construction site establishment and temporary services
- Demolition of the existing complete existing building & associated assets
- Site survey & setout
- Construction of new building footing & foundations
- Construction of superstructure
- Upgrade of utility services
- Completion of Fit-out to all areas of the building
- Commissioning & Opening Facility

If the PCIP funded project is part of a larger project, please provide details below (i.e. PCIP is funding one stage of a multi-stage project).

If the grant activity is part of a larger project you should provide evidence to show how the grant activity can be delivered in isolation and the outcomes to be achieved as a result of the grant.

The PCIP grant will be the primary source of funding for the entire redevelopment project.

Project outcomes

This information will be included in your grant agreement if your application is successful.

Provide a summary of the expected project outcomes.

The Construction of the Gerringong Surf Lifesaving Clubhouse will ensure the continuation of activities that support the Gerringong community and identity.

The club provides essential services to the community contributing to liveability, it is a key community asset, where people collaborate, and volunteer their time for the provision of volunteer surf rescue patrols, emergency response and the education of all community member and visitors on the risks of the beach and ocean.

Most importantly our activities directly contribute to the prevention of drowning and fatalities along a stretch of coastline including Gerroa to the South to Kiama in the north.

The facility is needed to ensure we continue this service and the legacy of Surf Lifesaving not only now but for many years to come. Many members patrol beaches in summer, support local and community initiatives by fundraising and providing a platform for needs and current issues. Delivering youth programs from nippers to cadets age groups the club actively contributes to providing a place that all community members can participate and be supported.

In summary expected project outcomes include;

- Construction of a fit for purpose New Surf Lifesaving Club which provides for;
 - Continued support and focal point for the community
 - Facility for provision of essential lifesaving services and emergency response
 - Storage of all emergency service equipment including IRB, RWC, ATV, Rescue Equip, First Aid and emergency response auxiliary gear
 - Facility for first response first aid and medical administration
 - Storage of all surf club gear including boats, boards, skis, trailers
 - Location for the continual provision of surf lifesaving training
 - Providing Inclusive facility for accessibility and gender equality
 - Provision of a facility for surf club meetings, events and presentations
 - Location for community meetings including local Aboriginal community
 - Facility to host future NSW Country Championship and other major carnivals and events

Eligible activities

Select the eligible activities that your project will include

- ☒ the construction of new infrastructure
- ☐ the upgrade to existing infrastructure
- ☐ the extension of existing infrastructure

- ☐ the replacement of infrastructure where there is a significant increase in benefit
☐ development of a business case, feasibility study, master plan or similar.

Where your activities involve the replacement of infrastructure, you will need to demonstrate the significant increase in benefit in criterion 1.

You may select more than one option.

Has your project commenced construction?

- ☐ Yes (if selected, please detail when)
☒ No

To be eligible, your project must not have commenced construction.

Regional Development Australia Committee

Has your project been endorsed by the local Regional Development Australia (RDA) Committee. Are your project priorities included in the RDA's Regional Plan?

- ☐ Yes
☒ No

Regional Development Australia (RDA) is an Australian Government initiative that brings together all levels of government to enhance the development of Australia's regions. A national network of RDA committees has been established to achieve this objective.

PROJECT BUDGET

Budget summary

You must provide a summary of your eligible project costs over the life of the project in a table as shown below.

Refer to Attachment A – Project Plan Section 6 – Gerringong Surf Lifesaving Club Redevelopment

We only provide grant funding based on eligible expenditure. Refer to the guidelines for guidance on eligible expenditure.

It is highly recommended you attach a detailed project budget as part of your supporting documentation.

Type of expenditure	Head of expenditure	Cost (GST exclusive)
Project expenditure		
Planning, Design & Consultancy		s 47G
Approval Fees		
Design Coordination		
Construction Trade Works		
Builder's Margin @15%		
Construction Contingency @15%		
Fit-out – All @ 14%		
Total Project Costs		\$5,990,000

Grant funding committed

Enter the amount of grant funding committed under the 2022/23 election commitment or PEFO announcement. This amount is detailed in your invitation to apply.

\$5,500,000

Source of funding

If the total project value in the budget above is more than the grant funding committed, you must provide details of how you will fund the difference.

The total of all sources of funding plus your grant, should be equal to your total project expenditure.

For all other sources of funding, you will need to provide the dollar value, name and type of contributor.

Contributors are divided into the following types:

- your contribution
- other Commonwealth government grants
- other non-Commonwealth government grants
- other non-government contributions

your own contribution to the project is also considered a 'source of funding' and must be provided. Do not include in-kind or non-cash contributions.

You may need to provide details around whether your contribution is sourced from bank loans, equity or cash flow etc. If the co-funding is not yet confirmed, please indicate when you expect to receive confirmation.

Contributor	Amount (\$)	Status (sought/confirmed)	Details of contribution
Commonwealth Government	5,500,000	Sought – This application	Priority Community Infrastructure Program
NSW Government	490,000	Confirmed – Funding Agreement pending	Surf Club Facility Program 2022/23

You will need to attach evidence of all contributions.

Where you are receiving other government funding you will need to provide details. Any other government funding must be confirmed.

Funding contingencies

Provide details of how any cost overruns will be funded and managed for the length of the project.

We cannot increase the amount of funding you receive regardless of the reason. You must manage any contingencies and/or overruns. Inability to cover these costs can result in the withdrawal of grant funding.

We have ensured through the development phase of this project to design a facility that is informed by the forecast budget available. We have engaged qualified quantity surveyors (QS) to provide cost estimates for the design at critical milestones. This process has limited the risk of developing a project that exceeds available budget and ensured we have allowed for reasonable contingencies for material and trade cost escalation, particularly considering current inflation trends.

Monitoring of costs throughout the delivery phase will be achieved by engaging QS to evaluate builders progress claims for accuracy and advising revised cost to completion. This will ensure we are aware of any budget issues prior to occurring.

Although not anticipated, any potential costs overruns will be controlled by reducing the scope of works through value engineering or reducing the scope of the fit-out to deliver within available budget.

A budget expenditure plan will be developed and variance registers will be implemented for project tracking and to control expenditure.

ASSESSMENT CRITERIA

We will assess your application based on the weighting given to each criterion and against the indicators listed beneath each criterion. We will only consider funding applications that score at least 60 per cent against each criterion as these represent best value for money.

The amount of detail and relevant supporting evidence you provide should be commensurate with the project size, complexity and grant amount committed. You should define, quantify and provide evidence to support your answers.

To support your responses, you must include mandatory attachments to the application.

Assessment Criterion One

Economic benefits of your project to the Community (15 points)

You should demonstrate this by identifying:

- a. the extent to which your proposed project is a community priority, and meets community needs from an economic perspective,
- b. the broader economic benefits your proposed project will deliver for the community and the region during and beyond the term of funding.

Examples of how your proposed project could deliver economic benefits may include but is not limited to:

- increasing the number of value jobs, new businesses or the production of goods and

services in the community (this includes direct and indirect opportunities created through the project);

- increasing indigenous economic participation, including indigenous employment and supplier-use outcomes;
- the use of local suppliers and goods, especially those that employ the use of sustainable work practices/good; and
- increasing efficiency of service delivery.

Where your proposed project is the development of a business case, feasibility study, master plan or similar, this may also include:

- economic development plans for the local government area or the broader region; and
- the potential of the consequent infrastructure project to attract further economic investment to the local government area or broader region.

You may wish to attach letters of support from stakeholders, user groups or community members to substantiate your response.

Gerringong is an extremely fast growing regional community with many people relocating from Sydney seeking a slower pace of life. This is demonstrated through the attached census overview.

Gerringong SLSC has seen a marked increase in membership over the past five years. The club has grown over 54% in both the nipper and senior areas as a result of strategic positioning and wider community growth.

This has resulted in increased demands on the current facility that has seen it exceed the current storage base. The majority of competition equipment is kept at private residences off site which creates significant logistical and security issues and has an impact on members.

This problem is expected to intensify as the club continues to grow in accordance with the latest trend.

The club although NFP and resourced by community members plays a particularly significant role in supporting the economic contribution to Gerringong township. The provision of our service underpins the safety of visitors and community all year, a key motive for visiting Gerringong is to experience the beach. These visitors support the local economy through procurement of accommodation, goods and services. Indirectly the surf club activities contribute to the creation of employment and income to the economic microenvironment of Gerringong.

Must be no more than 200 words.

Employment numbers

Please indicate how your proposed project will create or support employment (if applicable)

You must provide numerical values. Job numbers are expressed in terms of fulltime equivalent (FTE) jobs.

An FTE job is not a head count. It refers to the number of hours of work undertaken compared to that typically undertaken by a full-time employee. For example, if a full-time worker works 40 hours per week, a person working 20 hours per week is 0.5 FTE for that week.

Job numbers should only include additional jobs created by the project, and not any jobs that involve

shifting existing employees onto the project.

During Project Delivery	FTE	After Project Completion	FTE
Direct Jobs ¹		Direct Jobs	
Indirect Jobs ²		Indirect Jobs	
Indigenous Jobs		Indigenous Jobs	

GSLSC Note: Development of the new surf club facility will benefit retention rates of existing club members (volunteers) and provide opportunity to cater for anticipated growth. It is difficult to quality in terms of FTE during and post construction. However, employment will be generated throughout the construction and fit-out through local contractors and suppliers.

Assessment Criterion Two

Social benefits of your project for the community (15 points)

You should demonstrate this by identifying:

- the extent to which your proposed project is a community priority and meets the social needs of the community; and
- the broader social benefits that your proposed project will deliver for the region and community during and beyond the term of funding.

Social benefits for a region may cover improvements in community amenities, improving community connections and inclusion and providing opportunities for learning and knowledge creation.

Examples of how your project could deliver social benefits may include but is not limited to:

- how your project may benefit the wider community not just your organisation/operation, such as supporting upskilling, capability development, improving outcomes for women, 'closing the gap' for First Nations people or contributing to a healthy lifestyle;
- reducing or mitigating the impact of carbon emissions;
- addressing disadvantage within the community;
- the degree to which the project fills a 'gap' within the community, or increasing community volunteering;
- improving community connections and social inclusion;
- supporting or protecting local heritage and culture; and
- making a region a more attractive place to live.

Where your proposed project is a business case, feasibility study, master plan or similar this may also include:

- the inclusion of the proposed project in a masterplan for the organisation, local
- government area or broader region;
- the identification and consolidation of a number of small-scale community projects in a major project plan;
- demographic studies and/or growth forecasts for the local government area and/or broader region, demonstrating that existing infrastructure will not support future growth.

¹ Direct jobs created as employment impacts of the job itself

² Indirect jobs created as employment that is expected to be generated in the community or organisations because they are affected by, benefit from or support or service the funded project.

The new facility will provide far improved access and amenity for both disabled and female community members.

The current facility is not compliant for accessibility in terms of access, amenity, and lifts. The new facility will be fully accessible and provide compliant facilities, which is a major goal of the new development.

In addition, the club will be providing far improved facilities for our female membership. The club has over 50 percent female membership (with 50 percent representation on our executive); however, existing facilities are insufficient. The new facility will provide improved amenities, shower, and change facilities catering for all members.

The club has worked very closely with the local First Nations community through the design of the new facility. S 47F is the club's patron and has been very supportive through the design process. The new facility will feature Aboriginal art and a storyboard along a wall telling the First Nations local history and illustrating their long-term custodianship of Werri Beach.

The club has undertaken several consultation exercises with targeted stakeholders. The club received over 200 positive submissions as part of council's public consultation process. The project also has very strong support from local community groups including the rugby league, board riders and soccer clubs – all of who will benefit from ongoing use.

Must be no more than 200 words.

Assessment Criterion Three

Project viability and sustainability (15 points)

You should demonstrate this through identifying:

- a. How grant funding will impact the proposed project including:
 - whether the proposed project will proceed without funding; and
 - the scope and timing of the proposed project.
- b. Sound project planning to manage and monitor the proposed project, which addresses scope, implementation methodology, timeframes, budget, community consultation and risk management, commensurate to the size and nature of the project.

Where your proposed project is primarily an infrastructure project:

- c. You should describe the steps you have taken to ensure your project is ready to start and commensurate to the size and complexity of the project, including:
 - regulatory and/or development approvals are required or in place;
 - project designs and costing are underway or finalised;
 - authority from the land or infrastructure owner to undertake the project at the nominated

site(s);

- funding contributions from all sources; and
- whether community consultation has taken place.

Where your proposed project is a business case, feasibility study, master plan or similar:

d. your readiness to commence the proposed project including:

- any preliminary work/studies that have been completed or are underway in relation to the proposed project;
- tenders for or engagement of consultants for the proposed project is underway; and
- whether initial community consultation for the infrastructure project has taken place.

Planning for this new facility commenced two years ago.

Numerous consultations has been undertaken with targeted stakeholders including the local First Nations community, neighbors and members. Feedback has informed design elements including a 'story wall' and final building form. Public submissions through DA exhibition led to design amendments reducing visual impacts whilst maintaining storage requirements of the building. This scope change reflects the club's ongoing commitment to community consultation.

The grant funding is essential for this project to proceed to final design, construction and fit-out.

The club has in-house capability within its project working party consisting of Project Managers, Engineers and developers experienced in delivering similar scale projects. However, professional external resources have been engaged for development phase including Design Manager, Architect, Town Planning, Acoustic, Civil, Structural, Ecologist, Bushfire and Quantity Surveyors. A Project Management Plan has been developed with designs at the DA stage.

A Development Application is currently in the final stages of assessment with Kiama Council and expected to be released in April 2023. Landowners consent received. The project program will be finalised when consent issued; however, construction is anticipated to commence mid 2023 with completion mid-2024.

Funding sources through this PCIP (\$5.5m) and the NSW Surf Club Facilities Program (\$490k) are awaiting final agreements.

Must be no more than 200 words.

Project duration

*Your project must be completed by **31 December 2026**.*

Estimated project start date 1/06/2023

Estimated project end date 2/08/2024

Refer to Attachment C – Project Program - Gerringong Surf Lifesaving Club – Redevelopment

Project milestones

The department pays in arrears on the successful completion of milestones.

'Project milestones' refers to a specific point within your project timeline that signifies the successful completion of a major event or task. Examples may include plans approved by council, excavation or site, construction of buildings, completion of fit-out, etc.

You must break down your project into milestones. You should include the key activities occurring at each milestone. The start date of milestone 1 is the expected project start date. The end date of your last milestone activity will be the project end date. You can add up to 6 milestones. Milestones will be included in a funding agreement and negotiated with you.

Milestone name	Description	Estimated start date	Estimated end date
Design	Consultant finalisation enabling CC	15/05/2023	30/06/2023
Decant & Demolition	Vacate & Demolish existing structures	3/07/2023	22/07/2023
Construction to ground level	Services, Foundations & Footings, incl. ground floor slab	24/07/2023	29/09/2023
Construction Ground floor	Structural, masonry, incl. first floor slab	2/10/2023	1/01/2024
Construction First Floor	Complete ground and first floor construction to lockup	2/01/2024	26/04/2024
Fit-out and Finalisation	Complete Fit-out to all areas.	29/04/2024	29/07/2024

Project Management

Describe how the project will be managed from commencement to completion. Include the following information (where applicable):

- Approvals in place or being sought

- How will goods and services be procured?

The club has in house capability to manage the project with the club's working party including Council Project Managers and Engineers with experience in delivering similar scaled projects. However, the club may consider engagement of an external Project /Construction Manager to both manage delivery of the works in collaboration with the club's executive committee. The club has worked closely with a Project Management resources to advance the project to shovel readiness.

The club will consider its options for procurement of contractors. However, initial planning and discussions have centered around D&C of the DA approved design, or Construction Management of the same design. Local Preference will be a key evaluation criteria in the evaluation weighting. The project has received significant assistance from a reputable local construction contractor in the development to date, it would be the clubs preference to continue working with this contractor under a 'Lump Sum', 'Cost Plus' or 'GMP' type contract; however this is yet to be determined.

Development of project documentation will be implemented to ensure best practice project governance is delivered. A detailed project Gantt chart will continue to be developed prior to the construction phase and tracked against completion. A budget expenditure plan will develop and cost variances tracked, progress claims may be assessed by a qualified QS for accuracy. The contractor will be required to obtain all certifications for the works enabling issuing of an Occupation Certificate.

- How will you ensure the project is delivered on time, on budget and to the required standards? For example, will you have a dedicated project manager?

Risk Management

Identify risks to the project and how you intend to mitigate the risks. If there are multiple risks to identify, please include these in your supporting documentation.

Examples of possible risks and mitigation strategies are included in the PCIP factsheet/Frequently Asked Questions.

Refer the Attachment B – Risk Management Plan – Gerringong Surf Lifesaving Club – Clubhouse Redevelopment

Risk (title)	
Description	
Likelihood	Select
Consequence	Select
Risk Management Strategy	

Assessment Criterion Four

Your capacity, capability and resources to carry out the project (15 points)

You should demonstrate this through identifying:

- a. your record with similar projects and access to personnel with the right skills and experience; any support or investment that will be leveraged to progress your project.
- b. The legal and financial status of the applicant including:
 - Your ability to pay debts when they fall due, and whether assets cover liabilities;
 - Your financial capacity to progress the project. This is particularly relevant where payments of funding are made in arrears; and
 - The nature of financial policies and procedures, and the governance structure of your organisation.

Where your project is primarily an infrastructure project:

- c. Your ability to maintain the project for the duration of the operational period, as defined in the subclauses.

Indicate the current stage of development of your proposal. (i.e. concept or preliminary designs, final designs, independent cost estimates, ready to commence tender/procurement process or preferred contractor selected and contracted for the project.) If your project requires an Australian Industry Participation Plan of compliance with WHS or ABCC legislation please note your progress towards obtaining these.

Provide any supporting documents if available.

The status of the project is currently at the Development Application phase. The DA was originally lodged on 23/02/23 and is anticipated for approval in April/May 2023.

During the DA assessment period the club as applicant have responded to all feedback received by council during the exhibition period. This has instigated two design revisions which demonstrated a willingness by the surf club to ensure the new facility meets with the approval of our neighbors. The design have gone to public exhibition twice during this period ensuring that extensive exposure and opportunity was provided for the community to respond.

We have been advised by Kiama City council that approval of the DA is imminent and are satisfied with the actions by the club to ensure community sentiments have also been met.

s 47G

Gerringong Surf Lifesaving Club have provided relevant financial details accompanying this application.

Maintaining project benefits

Where your proposed project is primarily an infrastructure project, you will be required to maintain

the project benefits for the length of the operational period, which could be up to five years. Please detail below how you will achieve this. You should outline the operational needs of the project into the future and a strategy to maintain the viability of the completed project.

Upon completion of the Infrastructure delivery works associated with the project, a detailed Asset Management Plan (AMP) will be commissioned as part of the works.

The AMP will be recommended to Kiama City Council and will include Service levels aligned to meet community expectations, asset lifecycle set to meet the design life of assets, strategy to maintain accessibility and sustainability expectations of the community, predictable maintenance and capital programming based on accurate data.

Record of Previous Funding

Include your grant history below (if applicable).

Please avoid the use of acronyms when detailing your grant history to prevent any confusion. If you or your organisation encountered any difficulties in the delivery of these project/s, please provide further information.

The Project has received no previous funding.

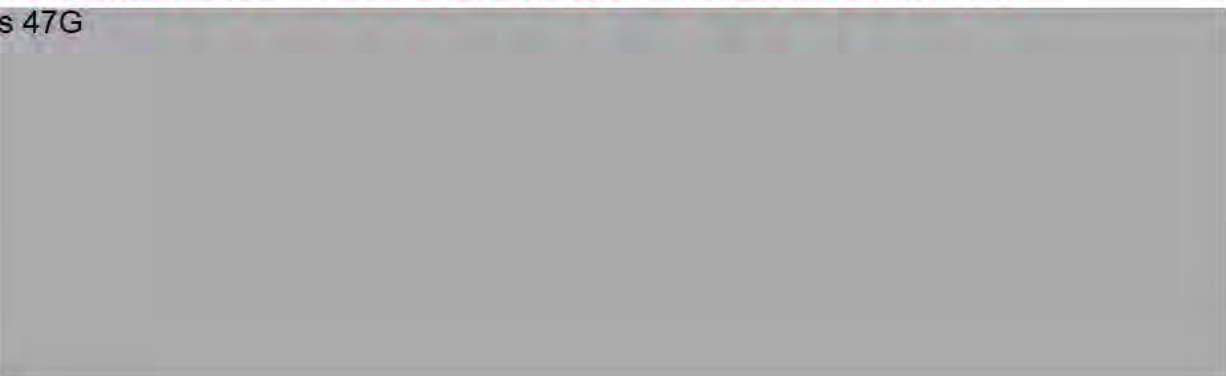
Jurisdiction and managing Department name	Project name	Funding amount	Date of completion

Financial Status

You should provide a detailed financial summary as an attachment. The below table provides a basic guide of what information should be included. This summary will assist you with providing clear evidence that you can easily manage payment in arrears and possible cost overruns.

Refer to Attachment D – Financial Summary Report – Gerringong Surf Lifesaving Club

s 47G





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Transport, Regional Development, Communications, Sport and the Arts

APPLICATION FINALISATION

You must answer the following questions and note any supporting documentation to be included in your application.

Indigenous organisation

Is your organisation Indigenous owned?

An organisation is considered Indigenous owned where at least 51% of the organisation's board or management committee is Indigenous.

☐ Yes

☒ No

Conflict of interest

Do you have any perceived or existing conflicts of interest to declare?

☐ Yes

☒ No

Refer to sections 12.2 and 12.3 of the grant opportunity guidelines for further information on your conflict of interest responsibilities.

You will be required to sign a declaration at the end of the application form.

Within the last five (5) years, has your Organisation been subject to an event such as a Government investigation, liquidation, litigation or significant change of financial position?

☐ Yes

☒ No

If **yes**, please note which event(s) occurred and provide details below.

Significant change in financial position could also include the effects of COVID-19 or other natural disasters.

--

SUPPORTING DOCUMENTATION

You must attach supporting documentation to your application in line with the instructions provided within this form. You should only attach requested documents listed in the form. We may not consider information in attachments that we do not request.

Applicant type	Document
Mandatory Documents (must be submitted for our application to be eligible)	
Not for profit organisations	<p>Evidence of your current not for profit status</p> <ul style="list-style-type: none"> • Current Australian Charities and Not for Profits Commission (ACNC) registration; or • Incorporated association certificate; or • Constitutional documents and/or Articles of Association that demonstrate the not for profit character of the organisation.
For incorporated trustees applying on behalf of a trust	Trust documents showing the relationship of the incorporated trustee to the trust.
For grants >\$5 million	Accountant Declaration – this must confirm you can fund any project cost overruns, and if applicable, provide evidence of ability to fund your share of the total project cost.
All applicants	<p>If additional contributions are confirmed, letters evidencing the cash or in-kind contribution confirmed from each contributing organisation or individual. They must:</p> <ul style="list-style-type: none"> • Be on the organisation's letterhead, • Be signed and dated by an authorised person, and • Set out the value and timing of contributions and any conditions attached. <p>If additional contributions are not yet confirmed (i.e. sought), applicants must provide advice as to when confirmation is expected.</p>
All applicants	Project budget
Supporting Documents (evidence to support claims made against the criteria for assessment)	
All applicants	<p>Evidence supporting how the project will benefit the community. This could include, but is not limited to:</p> <ul style="list-style-type: none"> • Community Needs Assessment • Letters of support from community stakeholders • Economic modelling • Market research • Demographic studies <p>Audited financial statements or similar for the last two (2) years for projects with grant funding over \$100,000 Business Plan and/or Feasibility Study Evidence of third-party leasing arrangements (if applicable) Designs Cost estimated or contracted costs Quotes</p>
Grants >\$1 million	Project Management Plans, commensurate with stage of development of the project, which should include:

	<ul style="list-style-type: none">• Scope• Proposed Implementation Methodology• Timeframes• Budget/Cost Estimates• Details of Regulatory Approvals• Procurement Plan• Risk Management Plan
--	--

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Legal Authorisation

I	s 47F	<full name of Authorised Officer>
as	President	<position/title>
of	Gerringong Surf Lifesaving Club	<organisation name>
	PO Box 50, Gerringong, NSW, 2534	<postal address>

confirm that:

- I am a person authorised to make this declaration on behalf of my organisation and all relevant persons have made a full disclosure of information.
- The information provided in this form and all appended documents is complete and correct. I understand that information provided in this Application will form the basis of the funding agreement and that giving false or misleading information is a serious offence.
- The Department of Infrastructure, Transport, Regional Development, Communications and the Arts (the department) is authorised to undertake the necessary steps to assess the proposal from my organisation by checking the information provided in this proposal, or by obtaining additional information from:
 - Departmental databases and records, including information related to previous funding provided to my organisation;
 - Other Australian Government agencies such as the Australian Taxation Office and the Australian Securities and Investments Commission;
 - State, Territory or Local Government agencies;
 - Law enforcement agencies;
 - Credit reference agencies;
 - Courts or Tribunals; and
 - Any other appropriate organisation, information source or person as reasonably required to perform background checks.
- I agree that the department may arrange for an Independent Viability Assessment (IVA) of my project by an external adviser or consultant to the department. Where applicable, the department may request a yearly breakdown of costs for on-going operational and maintenance of the complete project for a minimum of five (5) years.
- To the best of my knowledge, I have disclosed (Part A Declaration of Conflict of Interest) all actual, apparent or potential conflicts of interest that would prevent my organisation from proceeding with the proposal outlined in this Application or from entering into a Funding Agreement with the Australian Government to deliver a project which relates to this Application.

s 47F

(signature)

17/03/2023

(date)

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Declaration of Conflict of Interest

Please complete either Part I or Part II of the Declaration of Conflict of Interest

Part I – No Known Conflict

I confirm that at the time of signing, to the best of my knowledge I am unaware of any actual, apparent or potential conflicts of interest that would prevent my organisation from proceeding with the proposal outlined in this Application or from entering into a Funding Agreement with the Australian Government to deliver a project which relates to this Application.

I undertake that if at any time I become aware that I, or any other employees or persons associated with the **Gerringong Surf Lifesaving Club** have an actual, apparent or potential conflict of interest, then I will:

- a) immediately notify the Department of Infrastructure, Transport, Regional Development, Communications and the Arts in writing of that Conflict and of the steps the **Gerringong Surf Lifesaving Club** propose to take to resolve or otherwise deal with the Conflict;
- b) make full disclosure to the Department of Infrastructure, Transport, Regional Development, Communications and the Arts of all relevant information relating to the Conflict; and
- c) take such steps as the Department of Infrastructure, Transport, Regional Development, Communications and the Arts may, if they choose to, reasonably require to resolve or otherwise deal with that Conflict.

I understand that if I fail to notify the department of any actual, apparent or potential conflicts of interest or am unable or unwilling to resolve or deal with the Conflict as required by the terms noted above, the Department of Infrastructure, Transport, Regional Development, Communications and the Arts may seek to terminate any Funding Agreement established in relation to a project which relates to this *Application*.

 s 47F
 (signature)

 (printed name) s 47F

 (date) 17.03.2023

 s 47F
 (signature of witness)

 (printed name of witness) s 47F

 (date) 17.03.2023

Part II - Disclosure of Interests

I disclose the following interests:

I undertake that if at any time I have an actual, apparent or potential conflict of interest, then I will:

- a) immediately notify the Department of Infrastructure, Transport, Regional Development, Communications and the Arts in writing of that Conflict and of the steps the **<insert name of applicant organisation>** propose to take to resolve or otherwise deal with the Conflict;
- b) make full disclosure to the Department Infrastructure, Transport, Regional Development, Communications and the Arts of all relevant information relating to the Conflict; and
- c) take such steps as the Department of Infrastructure, Transport, Regional Development, Communications and the Arts may, if they choose to, reasonably require to resolve or otherwise deal with that Conflict.

I understand that if I fail to notify the Department of Infrastructure, Transport, Regional Development, Communications and the Arts of any actual, apparent or potential conflicts of interest or am unable or unwilling to resolve or deal with the Conflict as required by the terms noted above, the Department of Infrastructure, Transport, Regional Development, Communications and the Arts may seek to terminate any Funding Agreement established in relation to a project which relates to this Application Form.

(signature)

(printed name)

(date)

(signature of witness)

(printed name of witness)

(date)

Any information disclosed in this form will only be used by the Australian Government for the purposes of assessing PCIP proposals and will be maintained in accordance with the Privacy Act 1988.

STATEMENT OF COMPLIANCE

I, **s 47F** **President, Gerringong Surf Lifesaving Club**, make the following statement for the benefit of the Department of Infrastructure, Transport, Regional Development, Communications and the Arts:

Having made diligent inquiries, I have reasonable grounds to believe the organisation itself, and staff working with children on behalf of my organisation in relation to the Department of Infrastructure, Transport, Regional Development, Communications and the Arts, grant activity:

- comply with relevant legislation relating to requirements for working with children in the jurisdiction in which they work; and
- have complied with relevant legislation in their jurisdictions relating to mandatory reporting or suspected child abuse and neglect as required or otherwise defined by state or territory legislation.

I undertake to ensure that all staff will continue to comply for the duration of any grant agreement **Gerringong Surf Lifesaving Club** hold with the Department of Infrastructure, Transport, Regional Development, Communications and the Arts.

s 47F

(Signature)

17.03.2023

(Date)

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Application declaration

In order to submit your application, you will be required to agree to the following declaration.

Privacy and confidentiality provisions

I acknowledge that this is an Australian Government program and that the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (the department) will use the information I provide in accordance with the following:

- [Australian Government Public Data Policy Statement](#)
- [Commonwealth Grants Rules and Guidelines](#)
- [Priority Community Infrastructure Program Grant Opportunity Guidelines](#)
- applicable Australian laws

Accordingly, I understand that the department may share my personal information provided in this application within this department and other government agencies:

- a. for purposes directly related to administering the program, including governance, research and the distribution of funds to successful applicants
- b. to facilitate research, assessment, monitoring and analysis of other programs and activities unless otherwise prohibited by law.

I understand that where I am successful in obtaining a grant, the financial information that I provide for the purposes of payment will be accessible to departmental staff to enable payments to be made through the department's accounts payable software system.

I understand that information that is deemed 'confidential' in accordance with the Grant opportunity Guidelines may also be shared for a relevant Commonwealth purpose.

The department will publish information on individual grants in the public domain, including on the department's website, unless otherwise prohibited by law.

Applicant declaration

I declare that I have read and understood the Priority Community Infrastructure Program Grant Opportunity Guidelines, including the privacy, confidentiality and disclosure provisions.

I declare that the proposed project outlined in this application and any associated expenditure has been endorsed by the applicant's board/ management committee or person with authority to commit the applicant to this project.

I declare that the applicant will comply with, and require that its subcontractors and independent contractors comply with, all applicable laws.

I declare that the information contained in this application together with any statement provided is, to the best of my knowledge, accurate, complete and not misleading and that I understand that giving of false or misleading information is a serious offence under the *Criminal Code Act 1995* (Cth).

I acknowledge that I may be requested to provide further clarification or documentation to verify the information supplied in this form and that the department may, during the application process, consult with other government agencies, including state and territory government agencies, about the applicant's claims and may also engage external technical or financial advisors to advise on

information provided in the application.

I agree to participate in the periodic evaluation of the services undertaken by the department.

I approve the information in this application being communicated to the department in electronic form.

I acknowledge that if the department is satisfied that any statement made in an application is incorrect, incomplete, false or misleading the department may, at its absolute discretion, take appropriate action. I note such action may include excluding an application from further consideration; withdrawing an offer of funding; using the information contained in the application for a fraud investigation that would be consistent with the Australian Government's Investigations Standards and Commonwealth Fraud Control Framework and/or for a grant under management, terminating a grant agreement between the Commonwealth and the grantee including recovering funds already paid.

I declare that I am authorised to submit this form on behalf of the applicant and acknowledge that this is the equivalent of signing this application.

s 47F

(Name)

17.03.2023

(Date)

APPLICATION CHECKLIST

Please tick all points that apply to your application and ensure any attachments you plan to submit are listed below.

- ☒ All eligibility questions answered on pages 2 and 3
- ☒ All mandatory attachments included for application submission (refer to pages 17 and 18)
- ☒ All declarations have been signed and dated on pages 19 to 23

Supporting documents included for application submission:

- ☒ Evidence supporting how the project will benefit the community
- ☒ Audited financial statements or similar for the last two (2) years for projects with grant funding over \$100,000
- ☐ Business Plan and/or Feasibility Study
- ☐ Evidence of third-party leasing arrangements (if applicable)
- ☒ Designs
- ☒ Cost estimates or contracted costs
- ☐ Quotes
- ☒ Project Management Plans (if applicable)
- ☐ Other – if selected, please list below

ATTACHMENT A
 PRIORITY COMMUNITY INFRASTRUCTURE PROGRAM –
 ACCOUNTANT DECLARATION

Role of person making declaration	[e.g. Accountant or Chief Financial Officer (CFO)] Treasurer
Name	s 47F
Contact details	s 47F
Qualification	<input checked="" type="checkbox"/> Chartered Accountant <input type="checkbox"/> Certified Practicing Accountant <input type="checkbox"/> CPA Australia <input type="checkbox"/> Chartered Accountants Australia and New Zealand <input type="checkbox"/> Institute of Public Accountants
Membership number:	s 47F
Applicant's name:	Gerringong Surf Lifesaving Club
Applicant's ABN:	69219855751

I declare that:

- ☐ On the basis of the evidence [applicant name] has supplied to me, I consider that [Gerringong Surf Lifesaving Club] is able to fund its share of the cost of the proposed project from the following source of funding – [Not Required].
- ☒ This opinion is based on the applicant's share being [\$0.00] out of total project expenditure of \$5,990,000.

The applicant is part of a consolidated group for tax purposes.

Yes ☐

No ☒

s 47F

Signature

Signed on this day Tuesday, 4 April 2023



Gerringong Surf Club

ATTACHMENT B

RISK MANAGEMENT PLAN

Gerringong Surf Lifesaving Club – Clubhouse Redevelopment

Gerringong Surf Lifesaving Club is committed to providing a healthy and safe workplace for all workers and visitors. For this project, the general principles of AS/NZS ISO 31000 will be adopted to carry out a risk management process.

Safety risk throughout construction will be managed under the contractor's management system. This includes the requirement to develop a project specific Work Health and Safety Management Plan, which details the systems and procedures which will apply during the term of the contract. This will be based on the draft Risk Register completed by the project team during the planning stage of the project. (see below)

Project management within the Club have the expertise and capability to ensure effective and safe delivery of this project.

Risk Criteria

The following risk criteria were developed by Gerringong Surf Club based on previous project delivery experience and customised for this project.

Risk Likelihood

Rating	Description
Almost Certain	Imminent – is expected to occur in most circumstances
Likely	Once in the next month – will probably occur in most circumstances
Possible	Once in the next 12 months – might occur at some time
Unlikely	Once in the next 1-5 years – could occur at some time
Rare	Once in the next 10 years – may only occur in exceptional circumstances

Risk Consequence

Rating	Description
Catastrophic	At least 1 fatality, huge financial loss (more than \$3M)
Major	Extensive injuries to 1 or more persons, major financial loss (more than \$500K, but less than \$3M)
Moderate	Medical treatment required, high financial loss (more than \$100K, but less than \$500K)
Minor	First aid treatment at the workplace, medium financial loss (more than \$10K, but less than \$100K)
Insignificant	No injuries, low financial loss (less than \$10K)

Risk Analysis Matrix

Likelihood	Consequence				
	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Medium	High	High	Extreme	Extreme
Likely	Low	Medium	High	Extreme	Extreme
Possible	Low	Medium	High	High	Extreme
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Medium	Medium

Risk Events

Risks were identified and grouped under broad categories. These risks were reviewed and assessed for their appropriateness in regard to this project.

The following Risk Register includes the risk treatment and control measures identified for all extreme, high and medium risks.

No.	Risk	Risk Category	Likelihood	Consequence	Risk Rating	Risk Treatment/ Control Measures	Owner/ Accountability	Completed/ Addressed
i	Development Application Approval							
1	DA approval delayed due to requirement for significant design amendments	Approvals	Possible	Minor	Low	DA lodgement feedback (written) has been received from the Assessment Team. The feedback has been reviewed by the Project Control Group and actioned	Council	
ii	Design							
2	Insufficient details provided in detailed design documentation	Design	Possible	Moderate	High	Design documents will be reviewed by the Project manager, Club, subject matter experts, engineers.	Project Manager/ Design consultants	
iii	Contracting							
3	Selection of an incompetent contractor	Contractual	Unlikely	Minor	Low	Evaluation process for project to be set-up to overcome risks. Consideration of previous experience and expertise	Project Control Group	
4	Contract document is incomplete or lacks definition or detail	Contractual	Unlikely	Minor	Low	Contract consists of AS4906 General Conditions of Contract, RFQ & Proposal	Project Manager PWA	
iv	Construction							
5	Chemical/fuel spill during construction	Construction	Unlikely	Insignificant	Low	Risks will be addressed through the development of an Environmental Control Procedures approved by Council prior to construction	Contractor	

6	Unexpected geotechnical conditions encountered	Construction	Unlikely	Minor	Low	Previous work in area have found no unexpected geotechnical conditions	Contractor	Mitigated through detailed geotechnical report and previous surveys/works
7	Undue wet conditions during construction	Construction	Possible	Minor	Medium	There is scope to work around wet weather and meet project timeframes through rescheduling of activities and amending the project resource plan.	Contractor	
8	Adverse environmental impacts	Construction	Possible	Moderate	High	Environmental Management Plan will be developed with controls implemented for environmental risks.	Contractor/ Council	
9	Construction workplace injury or death during construction	Safety	Possible	Major	High	Site Specific Safety Management Plan developed prior. SWMS for high-risk work. Ensure Contractor - have appropriate insurances - white card requirements - site induction procedure - regular toolbox meetings - trade tickets and licenses	Contractor	
v	Time-Line							
10	Completion of works prior to next season	Construction	Likely	Insignificant	Low	Temporary arrangements will be implemented to ensure SLS requirements are met during next season	Project Control Group	

11	Supply chain issues due to Covid or Natural Disasters		Possible	Minor	Medium	Specify products and suppliers that guarantee availability	Project Manager/ Design Consultant / Contractor	
12	Scope of works unable to be completed in timeframe	Construction	Unlikely	Moderate	Medium	Develop detailed Gannt chart (program) and track progress periodically, includes a time contingency allowance. Project should be completed on time.	Project Manager	
vi	Cultural/Heritage							
13	Finding item of heritage during construction	Social	Rare	Moderate	Low	Statement of Environmental Effects completed. Highly unlikely to find a heritage artefact of significance. Include procedure in EMP.	Project Manager and Contractor	
14	Finding Aboriginal artefacts during construction	Social	Unlikely	Minor	Low	Unlikely to find an Aboriginal Artefact. Local Aboriginal Land Council will be consulted if claims are identified. Include procedure in EMP.	Project Manager and Contractor	
vii	Compliance							
15	Statutory & Consent compliance	Regulatory	Possible	Minor	Medium	An ITP process will be developed including all conditions to be met. To be closed out.	Project Manager / Contractor	
viii	Project Cost							
16	Increased costs due to Inflation of goods and material costs	Budget	Possible	Minor	Medium	Monitoring of project expenditure and forecast completion costs periodically	Project Control Group	



Gerringong Surf Lifesaving Club Clubhouse Redevelopment PROJECT PLAN

Section 1 - PROJECT SUMMARY	
PROJECT NAME	Gerringong Surf Lifesaving Club – Clubhouse Redevelopment
<p>BRIEF DESCRIPTION OF PROJECT</p> <p>The project will provide for the vital upgrade of Gerringong Surf Lifesaving Clubs currently deteriorated and noncompliant facilities by providing a fit for purpose, safe and compliant facility for emergency operations, club and community purposes.</p> <p>The club provides an invaluable service to the local and surrounding community, is one of the fastest growing clubs in regional NSW, consisting of over 100 patrolling members and providing programs for over 280 registered nippers.</p>	
PROJECT STATUS	Preconstruction – Pending Development Consent
PROJECT BUDGET	\$5,990,000.00 (Ex.Gst)
Accuracy of Budget Figure	Feasibility / Planning / Design / Construction
PROJECT REFERENCES	
Related Project Documents	
Document Type	Document File Name
Development Application	DA 10.2022.32.1
Access report	C22063-BCA2019 Report-r1
Arborists report	Arborist Report; No. 71 Pacific Avenue, WERRI BEACH, 2.22
Architectural Plans	Gerringong S.L.S.C_DA Issue Rev.4 (09.03.23)
BCA Performance Requirements Compliance Statement	C22063-BCA2019 Report-r2
Bushfire report	Bushfire Advice - Gerringong Surf Life Saving Club

Cost estimate report	Bluestone Cost Summary - Gerringong SLSC
Fee estimate	Letter to Applicant Requesting Lodgement Fees - Pacific Avenue WERRI BEACH - s 47G
Generated Pre-DA form	Pre-DA form_1645709223.pdf
Landscape plan	Gerringong Surf Club Redevelopment Landscape Plan - Cross Landscape Design
Owner's consent	0313_001 0312_001
Statement of environmental effects	SEE - Pacific Avenue, Werri Beach
Stormwater drainage plan	BS_GSLSC_Issue1_220218
Survey plan	Gerringong SLSC_Survey_MKR00144_DET_R1
Waste management plan	Site Waste Minimisation and Management Plan Template
Author of Project Plan	s 47F
Date and Version	13 th June 2023



Section 2 - PROJECT DETAILS

Background and Rationale

Why is this project needed?

Gerrington is an extremely fast growing regional community with many people relocating from Sydney seeking a slower pace of life. This is demonstrated through the attached census overview.

Gerrington SLSC has seen a marked increase in membership over the past five years. The club has grown over 54% in both the nipper and senior areas as a result of strategic positioning and wider community growth.

This has resulted in increased demands on the current facility that has seen it exceed the current storage base. The majority of competition equipment is kept at private residences off site which creates significant logistical and security issues and has an impact on members.

This problem is expected to intensify as the club continues to grow in accordance with the latest trend.

The Construction of the Gerrington Surf Lifesaving Clubhouse will ensure the continuation of activities that support the Gerrington community and identity.

The club provides essential services to the community contributing to liveability, it is a key community asset, where people collaborate, and volunteer their time for the provision of volunteer surf rescue patrols, emergency response and the education of all community member and visitors on the risks of the beach and ocean.

Most importantly our activities directly contribute to the prevention of drowning and fatalities along a stretch of coastline including Gerroa to the South to Kiama in the north.

The facility is needed to ensure we continue this service and the legacy of Surf Lifesaving not only now but for many years to come. Many members patrol beaches in summer, support local and community initiatives by fundraising and providing a platform for needs and current issues. Delivering youth programs from nippers to cadets age groups the club actively contributes to providing a place that all community members can participate and be supported.

Objectives:

What do you want this project to achieve? (desired outcomes)

To increase the surf lifesaving capabilities of the Gerrington Surf Lifesaving Club by providing:

- o Continued support and focal point for the community
- o Facility for provision of essential lifesaving services and emergency response
- o Storage of all emergency service equipment including IRB, RWC, ATV, Rescue Equip, First Aid and emergency response auxiliary gear
- o Facility for first response first aid and medical administration
- o Storage of all surf club gear including boats, boards, skis, trailers
- o Location for the continual provision of surf lifesaving training
- o Providing Inclusive facility for accessibility and gender equality
- o Provision of a facility for surf club meetings, events and presentations
- o Location for community meetings including local Aboriginal community
- o Facility to host future NSW Country Championship and other major carnivals and events

Scope:

What does this project cover / not cover?

The project will include for the full demolition of the existing structure and services, and the construction of a new fit for purpose facility including all building, services and fit-out works enabling the complete and proper functioning of the facility to the full intended purpose as a surf lifesaving facility and club for its volunteers and operations.

The new building will consist of a two-level structure with a total floor area of approx. 1600m². The ground floor will include a Patrol Room, First Aid Room, IRB (rescue boats), RWC (Ski) & ATV vehicle store, Surf Boat store, Board & Ski Store, Club Amenities, Public Amenities, Gymnasium & Kiosk.

The second floor will include training rooms, members areas, multi-function areas, kitchen, amenities and verandah areas. The new building will be fully accessible, promoting inclusiveness and catering for the needs of all members and the community.

Deliverables:

a. Final product (tangibles)

What will be the final product of this project?

- Fit for Purpose Surf Lifesaving Club Facility
- Inclusive facility – accessibly compliant
- Operational areas for patrolling
- First Aid Facilities
- Storage areas for all operational needs
- Storage areas for all competition needs
- Multi-purpose areas for training SLS programs
- Member areas for presentations
- Club Amenities & Gymnasium for training
- Racks, lifts, storage solutions, gear & equipment for operations

b. Other results and benefits (both tangibles and intangibles) not covered under 'Objectives'

- Community meeting place – first nations community
- Space for the clubs cadets to meet and socialize
- Improved security and surveillance measures
- Alignment to NSW Office of Sport & SLSNSW strategic plans

c. What other benefits and / or flow-on effects should this project bring to the community?

- A newly refurbished facility will increase the capability to cater for additional new volunteer members and provide essential community emergency services.
- A more sustainable building catering for future climate challenges
- Provision of service that underpins the safety of visitors and community all year
- Ensuring a safe beach supporting local tourism and provision of goods and services which inadvertently economically supports local businesses

Constraints	<ul style="list-style-type: none"> Unknown conditions that may be required within the Construction Certificate upon approval of the Development Application Not anticipated
Assumptions	<ul style="list-style-type: none"> None required
Exclusions	<ul style="list-style-type: none"> Development is complete in all respects
Related Activities	<ul style="list-style-type: none"> Temporary Club Facilities during construction
References	



Section 3 - PROJECT MANAGEMENT AND RESOURCES		
Project Sponsor (at Executive Level)	s 47F – CEO SLSNSW	
Project Manager (Budget and Oversighting Responsibility).	Appointed by Gerringong Surf Lifesaving Club	
Project Leader (Coordination and Operational Responsibility)	Gerringong Surf Lifesaving Club – Building Committee	
Project Team		
Member	Organisation / Contact	Role
s 47F	GSLSC Building Committee	President
	GSLSC Building Committee	Project Lead
	GSLSC Building Committee	Member
	GSLSC Treasurer	Treasurer
	GSLSC Building Committee	Life Member

RESOURCES REQUIRED TO IMPLEMENT THE PROJECT	
Council	<ul style="list-style-type: none"> Development Consent Building Compliance & Certification & potentially PCA (TBD)
Equipment	<ul style="list-style-type: none"> Temporary Sheds & Accommodation All equipment required for construction – provided by contractors
Contractors	<ul style="list-style-type: none"> Bluestone Building Group
Consultants	s 47G

Community	<ul style="list-style-type: none"> • s 47F – Club Patron – Traditional Land Owner • Community Group Representatives • Neighbors • GSLSC Surf Club Members
Other Service Providers	<ul style="list-style-type: none"> • Utility providers
STAKEHOLDERS <ul style="list-style-type: none"> • Kiama City Council • Elected Councillors • Surf Lifesaving NSW • NSW Government • Federal Government • Local Sporting Groups • Local Community Members • GSLSC Members 	
CONSULTATION AND COMMUNICATION PLAN <p>The following consultation has occurred during the planning phase;</p> <ul style="list-style-type: none"> • Kiama City Council Planning Staff • Kiama City Council elected Councilors • Traditional landowners / custodians • Local Neighbours • Community Groups • Club Members • SLS NSW • Local State Member • Local Federal Member <p>A communication plan will be developed for the implementation of the project with the construction contractor.</p> <ul style="list-style-type: none"> • Informed by the requirements of the Development Consent Conditions & Council Requirements 	



Gerringong Surf Club

Section 4 - ETHICAL AND RISK CONSIDERATIONS

ISSUE	COMMENT

Refer to Attachment B – GSLSC Risk Assessment



Gerringong Surf Club

Section 5 - PROJECT TIMELINE, PHASES AND MILESTONES

What will be produced during the project's course, and when?
If necessary attach detailed timeline to this Project Plan

What	Who	Target Completion	Status

Refer to Attachment C – GSLSC Project Program



Section 6 - PROJECT FINANCIAL PLAN AND BUDGET			
SOURCE OF FUNDS	Program	\$ amount (excl.GST)	Approval Status
Australian Government Grants	Priority Community Infrastructure Project	5,500,000	Invitation Complete
State Government Grants	NSW Surf Club facility Program	490,000	Agreement Received
GSLSC Operating General Fund		(50,142)	To be Reimbursed from Grant
Other Contributions		Nil	
TOTAL PROJECT COST (excl.GST)		5,990,000	
EXPENDITURE			
Planning, Design & Consultancy		s 47G	Paid to date
Approval Fees			
Design Coordination			
Construction Trade Works			
Builder's Margin @15%			
Construction Contingency @15%			
Fit-out – All @ 14%			
TOTAL PROJECT COST (excl.GST)		5,990,000	
ACCURACY OF BUDGET ESTIMATES	Feasibility / Planning / Detail / Execution		



Section 7 – POST IMPLEMENTATION - MANAGEMENT OF FACILITY, SYSTEM OR SERVICE AFTER PROJECT COMPLETION

Sponsor (at Executive Level)	Gerringong Surf Club President
Manager (Budget and Oversighting Responsibility).	Gerringong Surf Lifesaving Club Committee or as Delegated
Leader (Coordination and Operational Responsibility)	Gerringong Surf Lifesaving Club Committee or as Delegated
Operational Unit	Gerringong Surf Lifesaving Club Committee or as Delegated

Gerringong Surf Lifesaving Committee Executives

Member	Functional Unit	Role
s 47F	Committee	President
	Committee	Vice- President
	Committee	Project Lead
	Committee	Treasurer

Notes:

ASSET MANAGEMENT

Life of Asset	60 Years
Asset Details	Kiama City Council Asset Register
Depreciation Rate and Value	TBA Kiama City Council
Disposal Value	\$0 (this is not an asset that will be sold at a residual value)
Asset Replacement Value	\$5,990,000.00

Notes:



Gerringong Surf Club

Released under the FOI Act 1982 by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts



1ST November 2022

To Whom it May Concern

On behalf of Surf Life Saving NSW, I submit this letter of support for Gerringong SLSC who are seeking funding through the Surf Club Facility Program to assist in the rebuild of Gerringong SLSC.

Gerringong SLSC has a membership of over 500 volunteer members and is regarded as a beacon of community collaboration, refuge, social integration and safety for the Gerringong community and visitors. It is responsible for coastal aquatic safety and rescues and as an emergency service entity, provides volunteers to assist in response to other emergencies, both local and state, inclusive of bushfires and floods.

With a significant population of youth and nippers, it is also responsible for sports development, health and fitness (both physical and psychological wellbeing).

Unfortunately, the building has now fallen into a state of disrepair due to its original construction in the early 1970s, and now incurring significant foundation and structural issues and is no longer functional to support the myriad of lifesaving, emergency service, sporting and community inclusivity activities required for the Gerringong community.

Gerringong has positioned itself as a key community hub, and without appropriate facilities inclusive of disabled access, it will not ever realise its full potential for community inclusivity.

Surf Life Saving NSW fully support this funding application request.

Respectfully Yours

s 47F

Chief Executive Officer
Surf Life Saving NSW

President
Surf Life Saving NSW

STATEMENT OF SUPPORT FORM 2022/2023

STATE SPORTING ORGANISATION (SSO) and
NATIONAL SPORTING ORGANISATION (NSO)

SSO/NSO Name:	Surf Life Saving NSW
Organisation Name (organisation making application):	Gerringong SLSC
Project Contact Person: (person making application):	s 47F
Project Title:	Club rebuilding project
Project Address:	Pacific Avenue Warri Beach NSW

What are the likely benefits for the SSO/NSO/sport if the project is funded?

The project strongly aligns to the SSO/NSO's: Please Tick	<input type="checkbox"/> Strategic/Participation Plan <input checked="" type="checkbox"/> Facility Plan/Strategy <input type="checkbox"/> Future Needs of Sport Infrastructure Study Priorities Competition/ <input type="checkbox"/> Event Activation Plan <input type="checkbox"/> Reconciliation Action Plan/Women's Sport Strategy	
Please indicate the level/significance of the facility: (Sport Facility Hierarchy and/or Competition Hierarchy) Please Tick	Current <input type="checkbox"/> National/International <input type="checkbox"/> State <input type="checkbox"/> High Performance/Centre of Excellence <input type="checkbox"/> Regional/District <input checked="" type="checkbox"/> Local	Future (project completed) <input type="checkbox"/> National/International <input type="checkbox"/> State <input type="checkbox"/> High Performance/Centre of Excellence <input type="checkbox"/> Regional/District <input checked="" type="checkbox"/> Local
The proposed project meets the facility requirements & standards relevant to the facility hierarchy (e.g. dimensions and technical specifications, lighting, playing surface, change room)	The clubhouse building has now fallen into a state of disrepair due to its original construction in the early 1970s, and now incurring significant foundation and structural issues and is no longer functional to support the myriad of lifesaving, emergency service, sporting and community inclusivity activities required for the Gerringong community. Gerringong has positioned itself as a key community hub, and without appropriate facilities inclusive of disabled access, it will not ever realise its full potential for community inclusivity.	

Please indicate SSO/NSO financial contribution towards the project (if applicable)

SSO/NSO cash contribution to the project is:

2022/23: \$ 0

2023/24: \$ 0

2024/25: \$ 0

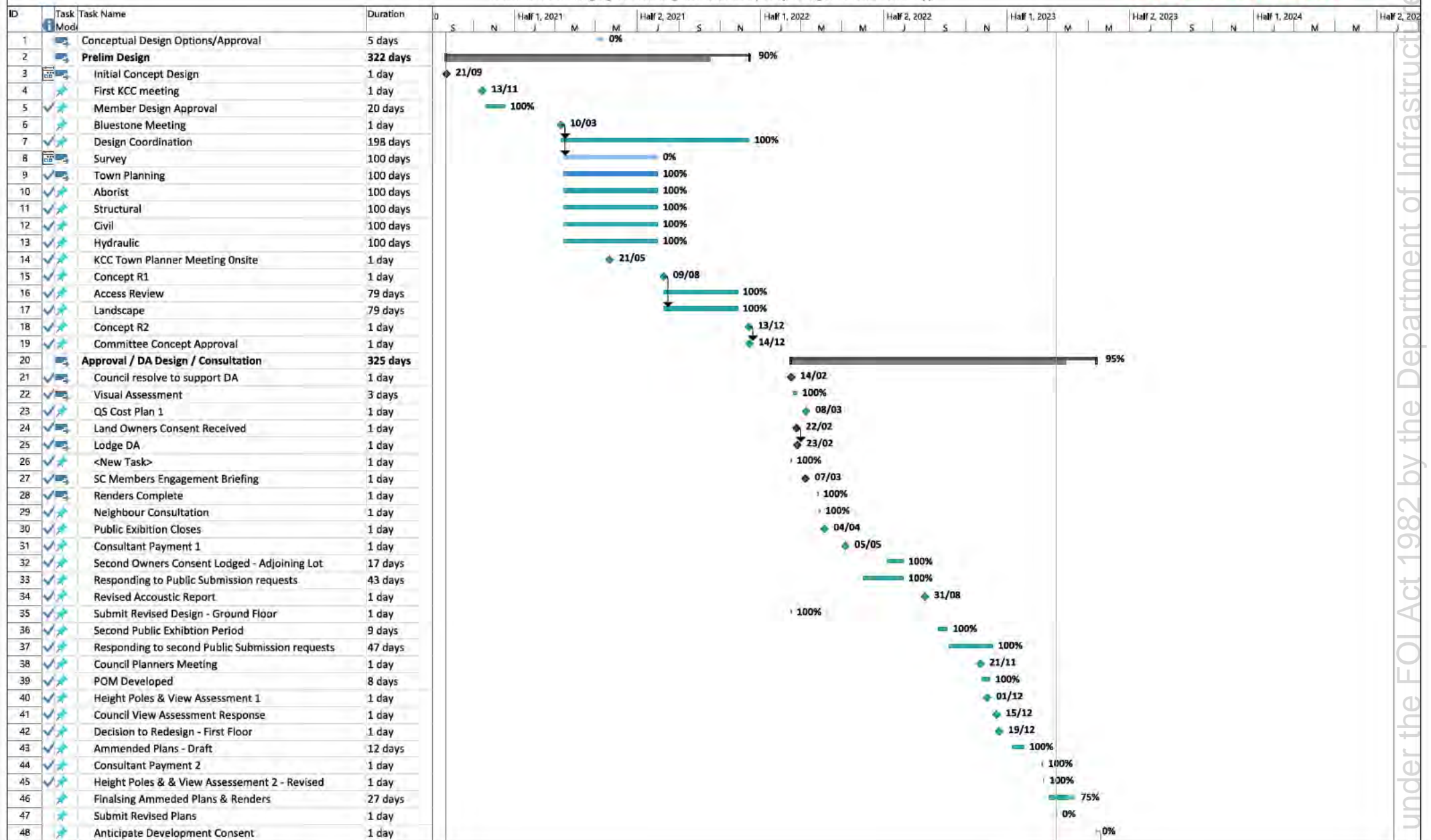
☐ Contributions will be provided with the following conditions:

- (list any conditions)

☒ There are no conditions attached to these contributions.

Authorisation: I am authorised delegate on behalf of the NSO/SSO with the authority to complete this document.

Signed:	s 47F	Digitally signed by s 47F Date: 2022.10.31 11:35:16 +11'00'	
Name of signatory:	s 47F		
Position held:	Chief Operating Officer		
Contact Number:	s 47F	Email:	s 47F @surflifesaving.com.au



Critical	Split	Finish-only	Baseline Milestone	Manual Summary	Inactive Task
Critical Split	Task Progress	Duration-only	Milestone	Project Summary	Inactive Milestone
Critical Progress	Manual Task	Baseline	Summary Progress	External Tasks	Inactive Summary
Task	Start-only	Baseline Split	Summary	External Milestone	Deadline

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Surf Club Facility Program 2022/23

Infrastructure Grants

Funding Agreement

Name of Organisation: GERRINGONG SURF AND LIFESAVING CLUB INC.

Name of Project: Gerringong Surf Lifesaving Club Clubhouse Redevelopment

Application ID: SCFP-22/23-00030

Contact Details

Department ('We', 'Us')	Name	The Crown in right of New South Wales as represented by the NSW Office of Sport (ABN 31 321 190 047)
	Address	6B Figtree Drive, Sydney Olympic Park NSW 2127
	Postal Address	Locked Bag 1422 Silverwater NSW 2128
Department Authorised Person (Representative)	Name	s 47F
	Role	Team Leader – Sport Grants
Department Contact	Telephone	13 13 02
	E-mail	grantsunit@sport.nsw.gov.au
Organisation ('You')	Name	GERRINGONG SURF AND LIFESAVING CLUB INC.
	ABN	69219855751
Organisation address	Address	Pacific Ave Gerringong NSW 2534 Australia
Organisation postal address	Postal Address	Pacific Ave Gerringong NSW 2534 Australia
Organisation Authorised Signatory	Name	s 47F
	Role	President
	Telephone	s 47F
	Mobile	s 47F
	E-mail	s 47F @gerringongsurfclub.com
Organisation Secondary Contact Person	Name	s 47F
	Role	Building Committee
	Telephone	s 47F
	Mobile	s 47F
	E-mail	s 47F @gmail.com

Released under the FOI Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

Program Details

Program/Fund name	Surf Club Facility Program 2022/23
Objectives	<p>The Program aims to assist eligible Surf Life Saving Clubs throughout NSW to develop facilities that will enable increased participation in Surf Life Saving for all people, increased facility usage, and improved safety.</p> <p>The key objectives of the Program are:</p> <ul style="list-style-type: none"> • Provide inclusive and accessible multi-sport facilities that support participation in sport and increase opportunities for women and girls, people with disability, First Nations peoples and people from culturally and linguistically diverse communities • Increase the usage and/or participant numbers in Surf Life Saving • Increase the use of Surf Life Saving facilities by community groups and/or the public • Improve safety at Surf Life Saving facilities • Improve the standard and sustainability of surf club facilities incorporating best practice design principles.

Project Details

Project name	Gerringong Surf Lifesaving Club Clubhouse Redevelopment
Project Description (for publication purposes)	<p>The project will provide for the vital upgrade of Gerringong Surf Lifesaving Clubs currently degraded facilities by providing a fit for purpose, safe and compliant facility for emergency operations, club and community purposes.</p> <p>The club provides an invaluable service to the local and surrounding community, is one of the fastest growing clubs in regional NSW, consisting of over 100 patrolling members and providing programs for over 280 registered nippers.</p> <p>The new building will consist of a two level structure with a total floor area of approx 1600m2. The ground floor will include a Patrol Room, First Aid Room, IRB (rescue boats) & vehicle store, Surf Boat store, Board & Ski Store, Club Amenities, Public Amenities, Gymnasium & Kiosk. The second floor will include training rooms, members areas, multi function areas, kitchen, amenities and verandah areas. The new building will be fully accessible, promoting inclusiveness and catering for the needs of all members and the community.</p> <p>The funding is required for the entire construction and fit-out of the facility.</p>
Project Objectives, Outcome and Benefits	<p>Improved storage facilities - allowance for all equipment held on site</p> <p>Improved safety outcomes - new facility to meet needs of membership</p> <p>Improved disability access and amenity - access (lift etc) and showers, toilets</p> <p>Improved female facilities including change, shower and toilets</p> <p>Increase on base income through increased funding streams by 50 percent</p>

	Improve club sustainability through increased environmental outcomes (complete green facility with zero negative effect on environment)
Project Scope and Deliverables	Full redevelopment of the Gerringong SLSC clubhouse including demolition of the existing facility and construction of a new state of the art amenity.
Total Project Value	\$5,990,000
Grant Value	A maximum of \$490,000.00 (excluding GST) payable in the amounts as outlined in Schedule A.
End Recipient	GERRINGONG SURF AND LIFESAVING CLUB INC.
Minimum non-interference period	10 years
Project Scheduled Initiation	15/05/2023
Project Scheduled Construction Start	03/07/2023
Project Scheduled Construction Finish	29/07/2024
Commencement Date	The date the Agreement is signed by both parties.

Schedule A – Funding and Budget schedule

Milestone Payment Schedule

Total Amount of Grant: \$490,000.00 (excluding GST)

The Department will pay the Grant to You in the instalments set out in the table below on achievement of the corresponding Milestone:

Milestone	Name of Milestone	Description of Activities to achieve Milestone	Grant Payment (excl. GST)	Estimated date of Milestone Completion	Supporting documentation and evidence required	Milestone Report Due date
1	Funding Agreement execution	Funding Agreement is finalised, signed and submitted to Office of Sport.	\$196,000.00 (40%)	On execution of Funding Agreement by both parties.	<ul style="list-style-type: none"> a) Signed Funding Agreement. b) Conflict of Interest c) Copy of certificate of currency d) Invoice for Milestone 1 	
2	50% completion of Project construction	Completion of 50% of the construction works related to the project.	\$245,000.00 (50%)	24 December 2023	<ul style="list-style-type: none"> a) Performance report to date – SmartyGrants template will be supplied b) Copy of DA consent document (where required) c) Copy of Construction certificate (where required) d) Copy of contract with construction company 	30 January 2024

Milestone	Name of Milestone	Description of Activities to achieve Milestone	Grant Payment (excl. GST)	Estimated date of Milestone Completion	Supporting documentation and evidence required	Milestone Report Due date
					e) Photographic evidence of project progress f) Written evidence from construction company confirming Project construction is 50% complete g) Invoice for Milestone 2	
3	Handover completion and Project Completion Report	Completion of 100% of the construction works related to the project.	\$ (0%)	29 July 2024	a) Project Completion Report, including: <ul style="list-style-type: none"> – details on achievement of the Project and Objectives; – details on the final Project output/outcomes including details on Project design and ongoing commitment as outlined in Your application; – Project materials (e.g. photographs, 	30 August 2024

Milestone	Name of Milestone	Description of Activities to achieve Milestone	Grant Payment (excl. GST)	Estimated date of Milestone Completion	Supporting documentation and evidence required	Milestone Report Due date
					<p>promotional material); and</p> <p>– any other supporting documents requested by Us.</p> <p>b) Occupation Certificate / certificate of practical completion (where required)</p> <p>c) Proposed design of any permanent signage (including, but not limited to, plaques)</p>	
4	Final Acquittal and Financial Statement submission	Submission of satisfactory Final Acquittal and Financial Certification Statement as per Schedule B	\$49,000.00 (10%)	Submitted in accordance with the requirement of Schedule B.	<p>a) Facility Use Schedule</p> <p>b) Project Profit & Loss statement</p> <p>c) Invoice for Milestone 4</p>	31 October 2024

Payment and General invoicing Terms

1. Payment of each Instalment of the Grant is conditional upon each and all of the following:

- a) You have submitted the relevant supporting documentation and evidence which establishes achievement of the Activities to the Department's satisfaction; and

- b) You have met each and every obligation imposed on You under this Agreement to the Department's satisfaction.
2. You must submit milestone reports with supporting documents and evidence within 30 days of achieving the milestone.
 3. Payments will be made to You by the Department within 30 days of the Department assessing that the milestone has been achieved following receipt of the milestone report and supporting documents and evidence.
 4. All Tax Invoices must:
 - a) be clearly addressed to:
Office of Sport
ABN 31 321 190 047
Locked Bag 1422
Silverwater NSW 2128
 - b) be provided to the Department via its electronic grants management system; and
 - c) display prominently the words "Tax Invoice".
 5. All Tax Invoices must contain the following information:
 - a) the word "Tax Invoice"
 - b) tax invoice date
 - c) tax invoice reference number
 - d) the name of the Project
 - e) Your name, address and contact details including telephone and email
 - f) Your ABN
 - g) Your EFT payment details including bank name, BSB, account number, account name; and
 - h) the total amount requested with GST breakdown.

Budget

ITEM	\$
A. INCOME	
Office of Sport Funding	\$490,000
Recipient's cash contribution (e.g.: Fundraising, Trading/Operating Activities)	\$
Third Party Funding (federal grant to Kiama Council federal grant to Gerringong Surf Club)	\$5,500,000
Sub-Total (A)	\$5,990,000
B. EXPENDITURE – CAPITAL RELATED COSTS	
Grossed Up Construction (including government agency/authority costs)	\$5,890,000
External Project Management costs	\$50,000
Contingency	\$50,000
TOTAL COST (B)	\$5,990,000

Schedule B – Reporting Requirements

Reporting requirements

1. You must provide to the Department via its electronic grants management system:
 - (a) Reports meeting the description and requirements specified below, at the times and frequency specified below.
The Department may prescribe the form of reports and manner of submission by written notice to You from time to time.
 - (b) All financial reports must comply with Australian Accounting Standards issued by the Australian Accounting Standards Board, as amended from time to time.

Report name	Description	Special requirements	Reporting period and frequency of submission
Progress Reports	1. A report documenting progress of the Project (format will be provided by Office of Sport).	The report must be signed by Your authorised representative. The information in the Progress Report will be used to confirm expenditure of the Grant, as well as provide evidence of meeting Project milestones.	As per Schedule A
Facility Use Report	1. A report documenting the usage of the facility (format will be provided by Office of Sport)	The information used in the Facility Use Report will be used to measure the facility use prior to and post construction of the Project.	Prior to construction of the Project and once the project has been completed, unless otherwise specified in Schedule A.

Report name	Description	Special requirements	Reporting period and frequency of submission
Project Completion Report	<ol style="list-style-type: none"> 1. A report documenting completion of the Project (format will be provided by Office of Sport). 2. An up to date copy of the Asset Register. 3. A copy of promotional and marketing material and any media reports relating to the Project. 	<p>The information in the Project Completion Report will be used to confirm expenditure of the Grant, as well as provide evidence of meeting Project milestones.</p> <ol style="list-style-type: none"> 1. All unspent Grant money must be returned to Us either: <ol style="list-style-type: none"> (a) by cheque submitted with the Project Completion Report; or (b) electronically by EFT direct to our bank, on the same day as the Project Completion Report is submitted to us. 	<p>Report to be submitted to Us within 30 days of the earlier of:</p> <ol style="list-style-type: none"> (a) the completion of the Project; (b) the expiry of this Agreement; or (c) the termination of this Agreement.
	(a)	(a)	
Final Project Acquittal and Financial Certification	<ol style="list-style-type: none"> 1. The following financial information: <ol style="list-style-type: none"> (a) Certified Profit & Loss Statement; and (b) Any additional documents required in accordance with any notes to the financial statements. 	<p>The Profit & Loss Statement must be:</p> <ol style="list-style-type: none"> (a) prepared in accordance with Australian Accounting Standards and any statutory requirements that govern Your accounting and financial records; (b) be signed by Your Chief Financial Officer or equivalent authorised officer; and (c) incorporate a statement by an independent qualified accountant certifying that the financial statements present fairly that the Grant has been spent solely on the Project and in accordance with the Agreement. 	<p>Final Acquittal to be submitted to Us within three months of the end of the Financial Year following the earlier of:</p> <ol style="list-style-type: none"> (a) the completion of the Project; ; or (b) the termination of this Agreement.

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Terms

Background

- A. The Objectives of the Program, or Fund, under which the Grant is provided are contained in the Program Details.
- B. The Department is responsible for the administration of the Program or Fund, including entering into funding agreements and making payments.
- C. The Department agrees to provide You, and You agree to accept, the Grant for the Project in accordance with the terms of this Agreement.

1. Interpretation and Definitions

1.1 Interpretation

Unless the context requires otherwise, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) where any time limit pursuant to this Agreement falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same from time to time;
- (d) headings are for convenience only and do not affect the interpretation of this Agreement;
- (e) the meaning of general words is not limited by specific examples introduced by "including" or "for example" or similar expressions;
- (f) references to persons include bodies corporate, government agencies and vice versa;
- (g) references to the parties include references to respective directors, officers, employees and agents of the parties;

- (h) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it; and
- (i) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2 Definitions

Agreement means this Funding Agreement document and includes the Contact, Program and Project Details, Terms (including any Special Conditions), Schedule A – Funding and Budget, Schedule B – Reporting Requirements, and any other schedules, annexures or other documents cross-referenced in this Agreement.

Asset Register means a written register (whether stored in hardcopy or electronic form) containing details of assets, as a result of the Funding, owned by You including but not limited to:

- (a) the date of purchase or creation of each item of Capital Equipment;
- (b) a description of each item of Capital Equipment;
- (c) the address at which each item of Capital Equipment is located;
- (d) the purchase price or input costs of the Capital Equipment, exclusive of GST; and
- (e) the amount of the Funding used to purchase the Capital Equipment.

Budget refers to a budget for the purposes of delivering the Project as contained at Schedule A.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Capital Equipment means any item of tangible property, purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, which has at that time a value of at least \$100,000 inclusive of GST, but does not include Project Material.

Certificate of Practical Completion means a certificate of practical completion for the Project issued in form and substance acceptable to the Department.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

Confidential Information of a party means any information (including, but not limited to, all trade secrets, financial information and other commercially or scientifically valuable information) of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;
- (b) has been designated as confidential by a party and if so designated, then marked accordingly however any failure to mark accordingly does not deny the information of its status as confidential;
- (c) is capable of protection at law or in equity as confidential information; or
- (d) is derived or produced partly from the Confidential Information, but does not include information that:
- (e) is in the public domain; or

- (f) is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person;
- (g) may be or is required to be disclosed pursuant to Memorandum No. 2000-11 Disclosure of Information on Government Contracts with the Private Sector dated 27 April 2000, as amended or updated from time to time; or
- (h) is required to be disclosed pursuant to law, regulation, legal or parliamentary process or to a regulatory authority.

Contribution means the amount of Your funds, Your in-kind contributions or a third party's funds to be contributed to the costs and delivery of the Project as specified in the Budget but does not include any rebates or discounts that you have been offered or provided with for any component of the Project.

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damage.

End Recipient means an incorporated entity that has been identified by the Organisation in the Grant Proposal, or which is reasonably evident from the nature of the Grant Proposal, as a principal end user of the Project.

Financial Year means the period of twelve (12) months beginning on:

- (a) one (1) July in a calendar year; or,
- (b) if You have a financial year that begins on some other date, that date.

Grant means any part of the Grant, specified in Schedule A, allocated for the Project.

Grant Proposal means a document in a form or manner as required by the Department and developed by You which has informed the decision by the Department to provide a Grant for the Project and can include, but is not limited to, any funding application as submitted by You, any project proposal, project brief or business case.

Grant Period means the period commencing on the Signing Date and ending on the date that You have completed the Project to the Department's satisfaction and the Department has made all payments due.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), related legislation and any delegated legislation made pursuant to such legislation.

Intellectual Property or IP includes, whether created before or after the Commencement Date in Australia or elsewhere:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how, but does not include Moral Rights.

Interest means the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points on a daily compounding basis.

Moral Rights has the same meaning as in the *Copyright Act 1968 (Cth)*.

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication to be given under this Agreement.

Objectives means the objectives of the activities described in the Project Details, which are the agreed results You must achieve and ensure Your subcontractors achieve.

Occupation Certificate means a final certificate provided, in accordance with any applicable law, that certifies that the works for the Project have been completed and authorises a person to commence occupation or use of any new building or to commence a new use of an existing building, premises or facility listed in the certificate.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)*.

Program Details means the table preceding Schedule A in this Agreement

Project means the Project as outlined in the Grant Proposal and as approved for funding.

Project Details means the table preceding Schedule A in this Agreement.

Project Material means material created as part of or in performance of the Project including any documents or data.

Project Plan means the document (commonly referred to as a project plan, project management plan or project initiation documentation) developed by You and approved by the Department and contains, at a minimum:

- (a) project Objectives;
- (b) requirements, scope and deliverables, and the management of these;
- (c) project organisation, governance and assurance;
- (d) project constraints and assumptions;
- (e) communication and stakeholder management;
- (f) risks identification and management;
- (g) financial and budget management; and
- (h) schedule, milestone and decision points, and the management of these.

Project Stage Gate means a review at the achievement of an identified Milestone at which a decision is made, based on any information provided by You up to that Milestone and any other relevant information that the Department may have, on whether the project should continue, with or without variation, or not.

Report means Project Material that is provided to the Department for reporting purposes on matters stipulated in Schedule B – Reporting Requirements.

Restriction on the Use of Land means a restriction on the use of land by a prescribed authority (Form LRS 13RPA) pursuant to s. 88E(3) of the *Conveyancing Act 1919 (NSW)*.

Signing Date means the date that this Agreement was signed by the last party.

Special Conditions means any additional conditions applicable to the Project, set out in this Agreement.

Unspent Grant means Grant paid to You that is unspent at the end of the Grant Period and includes any Grant that is committed but unspent.

2. Commencement

This Agreement will commence on the Commencement Date being the date on which both parties have signed the Agreement.

Released under the FOI Act 1982 by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts

What You must do

3. Your Obligations

3.1 You must:

- (a) ensure the Grant is used only for the approved Project during the Grant Period;
- (b) ensure the Grant is spent in accordance with the Budget;
- (c) ensure You make Your Contribution to the Project;
- (d) as soon as practicable, notify the Department if You are or may not be able to make Your Contribution in full noting that, unless otherwise agreed to by the Department, such notification does not relieve You of Your obligation under clause 3.1(c);
- (e) ensure the Project is completed, by the date of the final Instalment payment as set out in Schedule A, and:
 - (i) be complete and free from defects or omissions that are not minor;
 - (ii) not cause any legal or physical impediment to the use and occupation of the property for the designated use; and
 - (iii) be fit for use for the designated use;
- (f) comply with the reporting requirements set out in Schedules A and B;
- (g) comply with all applicable laws, regulations and standards that may apply in relation to the Project including complying with Your obligations under or arising from such applicable laws, regulations and standards;
- (h) hold all rights, licences and consents required to conduct the Project and otherwise fulfil Your obligations under this Agreement;
- (i) comply with all policies, guidelines and reasonable directions the Department provides to You;
- (j) notify the Department if the Project will not commence within 60 days from the Commencement Date or has been inactive for a period of 60 days or more;
- (k) not do anything which may damage:
 - (i) the reputation or standing of the Department or any of its programs, or otherwise bring the Department into disrepute; or
 - (ii) Your reputation or standing, Your sport (where applicable), or otherwise bring Yourself or Your sport (where applicable) into disrepute; and
- (l) notify the Department immediately:
 - (i) of any corporate action (including a resolution), legal proceeding or other step taken by You or any other person in relation to:

- a. the suspension of payments, winding up, dissolution, administration or reorganisation in respect of You;
 - b. entering into any scheme or arrangement with any of Your creditors;
 - c. the appointment of a liquidator, receiver, administrator or other similar officer in respect of You or any of Your assets; or
 - d. the enforcement of any security over any of Your assets;
- (ii) of the occurrence of any event which is reasonably likely to have a material adverse effect on Your ability to complete the Project in accordance with the terms of this Agreement or on Your financial condition; or
- (iii) if You propose to sell or lease or otherwise dispose of any part of the land on which the Project is or will be carried out.

3.2 You agree that:

- (a) You bear any and all risk that the cost of the Project may exceed the sum of the Grant and Contributions;
- (b) You are responsible for any costs that may be incurred at any time that exceed the sum of the Grant and Contributions (whether You expected to incur such costs or not at any time before or after execution of this Agreement);
- (c) You (or a nominated party) are responsible for all operating and maintenance costs arising from the Project;
- (d) the Department will not provide any further contribution over and above the Grant specified in the Project Details;
- (e) You must procure any additional funding above the sum of the Grant and Contributions that is necessary to carry out and complete the Project, as described in the Grant Proposal and this Agreement, in order to ensure that the Project is delivered to achieve the objectives of the grant program; and
- (f) other than in respect of payment of the Grant, the Department is not the financial underwriter of the Project and that the Department does not carry any delivery or financial risk for the delivery of the Project.

3.3 Where You are specified as a trustee for a trust (Trust) then You warrant that:

- (a) You are the sole trustee of the Trust;
- (b) You have full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust;
- (c) You have entered into this Agreement for the proper administration of the Trust;

- (d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) You have the right to be indemnified out of the assets of the Trust for all liabilities incurred by You under this Agreement.

4. Holding of Grant

- 4.1 The Grant must be managed with sufficient accounting controls, relative to the nature and type of the Project, in place to track the expenditure of the Grant and all records must be held in compliance with current tax requirements and laws.
- 4.2 You agree:
 - (a) to ensure that Your personnel and subcontractors do not engage in any fraud in relation to the Project;
 - (b) to report within 7 days, to the Department and all appropriate law enforcement and regulatory agencies, of becoming aware of any fraud in relation to the Project or any other fraud that has had or may have an effect on the delivery of the Project;
 - (c) to investigate any fraud referred to in clause 4.2(b) at Your own cost and in accordance with any relevant standards or best practice or as directed by the Department; and
 - (d) that the Department may, at its discretion, investigate any fraud in relation to the Project and to co-operate and provide all reasonable assistance at Your own cost with any such investigation.

5. Personnel

- 5.1 Any positions funded by the Grant must be filled by persons that have appropriate skills, qualifications or experience for such positions.
- 5.2 In relation to engaging sub-contractors, You:
 - (a) may sub-contract all or part of the conduct of the Project to a sub-contractor:
 - (i) subject to prior notification to the Department at least 14 days prior to the engagement commencing (including any required updated conflict of interest declaration);
 - (ii) any such engagement does not relieve You from any of Your obligations or liabilities under this Agreement; and
 - (b) will ensure that all work carried out by any sub-contractor meets the requirements of this Agreement.
- 5.3 In relation to where the Project includes any aspect of construction:

- (a) Where applicable, You must ensure that only a builder or builders accredited under the Office of the Federal Safety Commissioner Work Health and Safety Accreditation Scheme is contracted, and providing the necessary assurances to the Department;
- (b) You must ensure compliance with the most recent National Construction Code is made a condition of tender for all contractors and subcontractors who tender for the work and providing the necessary assurances to the Department.

6. Consent of landowner

- 6.1 In the event that You are not the owner of all or part of the land where the Project will be constructed, installed or otherwise delivered, You:
- (a) warrant that You have obtained the approval and agreement of the landowner to construct, install or otherwise deliver the Project on their land; and
 - (b) indemnify and agree to keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any cost, expense, loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by the land owner or interested third party as a result of or in connection with the Project.

About the Grant

7. Payment of Grant

- 7.1 The Department will pay You the Grant subject to:
- (a) the times and Terms specified in Schedule A; and
 - (b) You being fully compliant, to the Department's satisfaction, with the terms and conditions, including any reporting or acquittal requirements, of any previous funding agreement with the Department.
- 7.2 The making of any payment of the Grant does not constitute any admission by the Department that the performance of any part of the Project is in conformity with this Agreement or release You from Your obligations under this Agreement.
- 7.3 The Grant is capped at the amount specified in Schedule A. Beyond the amount of the Grant, the Department is unable to provide additional or ongoing funds for the Project. You accept that the Grant is capped and non-recurrent.
- 7.4 If the funding required to complete the Project exceeds the amount of the Grant for any reason (including, but not limited to, where you experience cost increases or are subject to fraud), then You are responsible for obtaining any such additional funding required above the Grant that is necessary to ensure that the Project is delivered.
- 7.5 Unless otherwise agreed by the Department, where:

- (i) the actual cost of the Project is less than the sum of the Grant and Contributions; or
- (ii) the Department has paid You an amount greater than the Grant

then the Department may reduce the final Milestone payment or seek repayment of any Grant already paid to reflect the actual cost incurred to deliver the Project with any repayment sought by the Department to be a debt due and owing by You to the Department.

- 7.6 Where the Grant is paid into an interest earning account, unless otherwise agreed to by the Department, all interest earned on the Grant must be used by You for the Project only in accordance with the terms of this Agreement.

8. GST

- 8.1 Unless otherwise defined in this Agreement, words or expressions used in this clause have the same meaning as defined in the GST Law.
- 8.2 Unless otherwise indicated all amounts referred to in this Agreement are exclusive of GST.
- 8.3 If:
- (a) Despite any other provision of this Agreement, GST is imposed on any supply by You to the Department under this Agreement; and
 - (b) the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,
- then the Department will pay to You an additional amount equal to the GST imposed on that supply, at the time and in the manner which payment is otherwise payable under this Agreement in relation to that supply.
- 8.4 You must be registered under the GST Law at the time of making any supply under this Agreement on which GST is imposed.
- 8.5 If You are not registered under the GST Law as required under clause 8.4, You will not be entitled to receive any additional amount as provided under this clause 8.
- 8.6 If, for any reason, the Department pays to You an amount under this clause 8 which is more than the GST imposed on the supply, You must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to You.
- 8.7 Any overpayment the Department claims under clause 8.6 will be a debt due and owing by You.
- 8.8 If You are not registered for GST any invoice to the Department must be as set out in Schedule A.

9. Withholding, Suspension, Changes to Payments and Repayment

- 9.1 If:
- (a) You are not complying with this Agreement;

- (b) You fail to secure a site for the Project;
 - (c) You fail to secure or obtain any right, licence or consent required to conduct the Project;
 - (d) You fail to execute a lease agreement or other occupancy agreement with the landowner; or
 - (e) You fail to develop a Project concept or Budget endorsed by the Department;
- then the Department may withhold or suspend payment until You remedy such non-compliance or failure to the Department's satisfaction.

9.2 You must repay within 28 days of a Notice being sent:

- (a) any payment spent in breach of this Agreement;
- (b) all Unspent Grant funds at the time of the Notice being sent.

9.3 Any repayment the Department claims from You under this clause will be a debt due and owing by You to the Department.

10. Capital Equipment

- 10.1 Any Capital Equipment acquired with the Grant for the purposes of the Project will become Your property at the completion of the Grant Period. However, You will be fully responsible for, and bear all risks relating to, the use or disposal of all Capital Equipment from the date of acquisition or creation of such Capital Equipment.
- 10.2 You must not acquire any Capital Equipment with the Grant unless the Capital Equipment is specified in the Grant Proposal or the Department has provided You with prior written consent to acquiring that Capital Equipment.
- 10.3 You must for the term of this Agreement not sell, restrict, cease to use or otherwise dispose of any Capital Equipment acquired with the Grant without first obtaining written consent from the Department.
- 10.4 You must maintain an Asset Register for each item of Capital Equipment purchased or created using the Grant which is, at least, valued at \$100,000 GST inclusive. The Asset Register is to record all items of Capital Equipment and be kept current at all times in accordance with Australian Accounting Standards.

11. Reporting Requirements

- 11.1 You agree to provide the Department with reports relating to the Project and the Grant in the format, at the times and containing the information specified in Schedule B – Reporting Requirements.
- 11.2 Without limitation to any other right that the Department may have, if You do not comply, to the Department's satisfaction, with Your obligations in clause 11.1, then the Department may consider You ineligible for any further funding from the Department until such non-compliance is rectified.

12. Performance Monitoring and Evaluation

- 12.1 The Department will monitor and evaluate the Project against measures including, but not limited to:
- (a) the Program Objectives;
 - (b) the Project Objectives;
 - (c) the Budget;
 - (d) Project Progress Reports submitted; and
 - (e) Your compliance with the terms of this Agreement.
- 12.2 You:
- (a) acknowledge that the Department's representative will maintain regular contact with You to monitor the implementation of the Project and of this Agreement;
 - (b) agree to co-operate with the Department's representative in this role;
 - (c) agree to the Department's representative attending Your board or committee meetings and visiting the Project at any reasonable time, upon giving You reasonable notice; and
 - (d) in addition to any other reporting obligations under this Agreement, You must, if the Department requests, provide additional information to the Department concerning the Project, subject to the Department's request being reasonable in terms of administrative overheads and costs involved with compliance.
- 12.3 The Department may use any information contained in reports it receives from You subject to compliance with its obligations under this Agreement not to disclose Your Confidential Information.
- 12.4 At any point during the Grant Period and until five years after the termination or expiry of this Agreement, where requested:
- (a) You must provide statistical data and any other program information or media in response to any request the Department may reasonably make for the purpose of research, program evaluation and surveys conducted by the Department or its authorised representative; and
 - (b) where such request made covers data or information which is commercial-in-confidence, You agree to negotiate with the Department in good faith to provide the data or information in an aggregated or de-identified form, or in such other form or on such other basis, as may be agreed with the Department.

13. Public Announcements and Acknowledgement

- 13.1 The Department may publicise the awarding of the Grant at any time and include:
- (a) Your name;
 - (b) the amount of the Grant; and

- (c) the title and brief description of the Project and the Project Outcomes.
- 13.2 If requested to do so, You must obtain written authorisation from relevant Project recipients, representatives or beneficiaries authorising the Department to name those recipients in any media statements, include their identities in the Department's Annual report or in media releases issued by it from time to time setting out any successful inquiries arising from the administrative activities funded by the Department.
- 13.3 You must ensure that any public events, media opportunities and speaking engagements relating to this Grant or Project, including any official opening or launch, are discussed with and approved by the Department two (2) months prior to the event or publication, including any publication on social media.
- 13.4 You must issue an invitation, through the Department, to a NSW government representative to any launch or public event associated with the Grant and, where they are able to attend, they are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event.
- 13.5 You must ensure the following wording and graphics appear on all published materials:
 - (a) Funded by the NSW Government; and
 - (b) Approved NSW Government brand marks including logo and graphics.
- 13.6 Verbal recognition of NSW Government support must be acknowledged across all media, publicity and public engagements.
- 13.7 Any signage (including plaques) erected in relation to the Project (whether temporary or permanent) must comply with the NSW Government NSW Funding Acknowledgement Guidelines as set out at: <https://www.nsw.gov.au/nsw-government-communications> including compliance with any required NSW Government logos or phrasing.

Material and Information

14. Intellectual Property

- 14.1 Intellectual Property in all Project Material vests in You, unless otherwise stated in any Special Conditions.
- 14.2 You grant to the Department, without cost, a non-exclusive, irrevocable, royalty free and transferable licence to use, reproduce, communicate to the public and adapt for the Department's own purposes all Intellectual Property in the Project Materials.

15. Confidential Information

- 15.1 Each party as the recipient of Confidential Information ("**Recipient**") must in relation to the Confidential Information of the other party ("**Discloser**")
 - (a) keep it confidential;

- (b) not copy it or any part of it that is in material form other than as strictly necessary and must mark any such copy 'Confidential – ([Name of Discloser]);
- (c) implement security practices against unauthorised copying, use and disclosure;
- (d) immediately notify the Discloser if the Recipient becomes aware of any unauthorised copying, use or disclosure in any form; and
- (e) cooperate with the Discloser in any reasonable action it takes to protect the Confidential Information.

15.2 The Recipient must promptly:

- (a) comply with any request by the Discloser to return or destroy any or all copies of Confidential Information; and
- (b) upon expiry or termination of this Agreement, return to the Discloser all Confidential Information provided to it by the Discloser,

except that the Recipient may in good faith keep one copy of Confidential Information in safe custody on a confidential basis where needed for the purpose of determining any continuing legal obligations.

15.3 A Recipient may disclose Confidential Information to only those of its employees, directors, officers, subcontractors, agents and legal, financial or other professional advisers (or where the Recipient is the Department, disclose Confidential Information to the relevant Minister) who have a need to know the information for the purposes of this Agreement, provided that, prior to the disclosure, the Recipient:

- (a) ensures that those persons are made aware of the confidential nature of the Confidential Information; and
- (b) procures an assurance that any such Confidential Information will be kept confidential.

15.4 A Recipient may disclose Confidential Information to the extent that it is required to be disclosed by law (and in the case of the Department, to the extent that is required to be disclosed by parliamentary process), provided that the Recipient:

- (a) must, to the extent reasonably practicable, give prior notice to the Discloser of the proposed disclosure with full details of the circumstances and the information to be disclosed;
- (b) must postpone any disclosure required by law for as long as the Recipient is able to, without prejudicing the Recipient's own position; and
- (c) acknowledges that the Discloser, at its cost and expense, is entitled to make representation to the relevant court, tribunal or other body seeking or ordering disclosure as to whether the Confidential Information should be disclosed.

16. Privacy

16.1 Both parties will:

- (a) ensure that Personal Information that is provided by the Department or collected by You under or in connection with this Agreement is used only for the purposes of this Agreement and is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
- (b) not disclose any such Personal Information without the written consent of:
 - (i) the individual to whom the Personal Information relates; or
 - (ii) the Department,
 unless otherwise required or authorised by law;
- (c) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998 (NSW)* when doing any act or engaging in any practice in relation to Personal Information as if it were an agency directly subject to that Act; and
- (d) include equivalent requirements regarding Personal Information (including this clause 16) in any subcontract entered into for the provision of any of the Activities under this Agreement.

Dealing with Risk

17. Insurance

- 17.1 On request by the Department, You must provide a copy of valid and current certificates of currency for each of the insurance policies specified in clause 17.2.
- 17.2 You warrant that You have and will maintain, throughout the Grant Period, appropriate insurance to cover any liability it may incur in relation to this Agreement, including:
 - (a) a broadform public liability policy of insurance to the value of at least \$20 million in respect of each claim and unlimited in the aggregate as to the number of occurrences in the policy period; and
 - (b) workers compensation insurance as required by law

18. Indemnities and Liability

- 18.1 You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
 - (a) the Grant or the use of any outcomes from the Project;
 - (b) Your breach of this Agreement;
 - (c) any unlawful or negligent act or omission by You or Your subcontractors in connection with this Agreement;
 - (d) any illness, injury or death of any person caused or contributed to by You or Your subcontractors in connection with this Agreement;

- (e) any loss or damage to real or personal property caused or contributed to by You or Your subcontractors in connection with this Agreement; or
 - (f) any act or omission by You or Your subcontractors in connection with this Agreement that is in infringement of any Intellectual Property, or privacy rights of the Department or any third party.
- 18.2 Your liability to indemnify the Department under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.
- 18.3 No party will be liable to the other party under or in respect of the Agreement whether in contract, tort (including negligence), statute or any other cause of action for Consequential Loss.
- 18.4 Your liability to indemnify the Department under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.
- 18.5 Without limiting any other provision of this Agreement, the Department will not be liable to You under or in respect of the Agreement whether in contract, tort (including negligence), statute or any other cause of action for any Claim by You arising directly or indirectly from a failure or breach of any physical or cyber security measure implemented by You in relation to Your operations including, but not limited to, where any or all of the Grant is obtained by a third party as a result of such failure or breach of such physical or cyber security measure.

Expiry and Termination of the Agreement

19. Expiry and Termination

- 19.1 Unless terminated earlier in accordance with this clause, this Agreement will end at the end of the Grant Period and once You have completed the Project to the Department's satisfaction and the Department has made all payments due.
- 19.2 Where a party has breached this Agreement:
- (a) the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and
 - (b) if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Agreement immediately by giving a further Notice.
- 19.3 The Department may terminate this Agreement immediately by written Notice if:
- (a) You breach a provision of this Agreement in a manner that, in the Department's opinion, is not capable of remedy;
 - (b) You breach any of the following provisions: clause 3 (Your Obligations), clause 4 (Holding of Grant), clause 11 (Reporting Requirements) or clause 17 (Insurance);

- (c) the Department, in its absolute discretion, decides that any third party is unable to comply with, may be unable to comply with or has not complied with its obligations to provide Contribution towards the Project as specified in the Budget; or
 - (d) You become insolvent, or if You are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966* (Cth), or if You resolve to go into administration or liquidation or have a summons for Your winding up presented to a Court or enter into any scheme of arrangement with Your creditors.
- 19.4 The Department may terminate this Agreement by giving You 30 days' Notice, if any one or more of the following occurs:
- (a) in the Department's opinion You are not carrying out the Project diligently and competently;
 - (b) You have not completed one or more of the activities by the date they are due to be completed;
 - (c) the Department considers the Project no longer viable; or
 - (d) the Department considers that there has been a material change in circumstances in Your financial position, Your structure or Your identity.
- 19.5 Notwithstanding clause 19.3:
- (a) the Department may, at any time, by notice, terminate this Agreement or reduce the scope of the Project.
 - (b) On receipt of a notice of termination or reduction of Project scope You must:
 - (i) take all available steps to minimise loss resulting from that termination or reduction and to protect Intellectual Property and Project Materials; and
 - (ii) continue to undertake any part of the Project not affected by the notice.
 - (c) If this Agreement is terminated under this clause 19.5, the Department is only liable for:
 - (i) payments under clause 7 in accordance with this Agreement before the effective date of termination; and
 - (ii) reasonable costs actually incurred by You that are directly attributable to the termination.
 - (d) If the scope of the Project is reduced, the Department's liability to pay the Grant abates in accordance with the reduction in the Project.
 - (e) the Department is not liable to pay compensation under clause 19.5(c)(ii) for an amount which would, in addition to any amounts paid or due, or becoming due, to You under this Agreement, exceed the total Grant payable under this Agreement.
 - (f) You are not entitled to compensation for loss of prospective profits.
- 19.6 Any termination of this Agreement by the Department is without prejudice to any of its accrued rights or remedies.

20. Survival

20.1 The following clauses survive termination, expiry or repudiation of this Agreement:

- (a) clause 14 (Intellectual Property);
- (b) clause 15 (Confidential Information);
- (c) clause 16 (Privacy);
- (d) clause 18 (Indemnities);
- (e) clause 19 (Termination);
- (f) clause 21 (Obligations when this Agreement Ends);
- (g) clause 23 (Notices); and

any other clause which by its nature is intended to survive this Agreement.

21. Obligations when this Agreement Ends

21.1 You must, except to the extent agreed to by the Department in writing, provide to the Department within seven (7) days of termination or expiry of this Agreement:

- (a) any reports due under this Agreement or otherwise reasonably requested by the Department; and
- (b) on the Department's request, any documents containing any Confidential Information of the Department used by You or Your employees, agents or contractors or otherwise in their possession and all copies of such documents, except to the extent You are required by any relevant laws or regulations to retain copies of such documents.

21.2 For the avoidance of doubt, upon termination or expiry of this Agreement, You will not be entitled to any further payments under this Agreement, notwithstanding that the amount paid to You could be less than the Grant specified in this Agreement.

21.3 If this Agreement is terminated by the Department under clause 19 then, unless otherwise agreed, You must deliver to the Department or its representative all Capital Equipment purchased, acquired, established or created by You using the Grant which is, at least, valued at \$100,000 (GST inclusive).

21.4 Upon the termination or expiry of this Agreement You must, if requested to do so by the Department, transfer to the Department, free of charge, all investments made by You using the Grant.

21.5 You agree to maintain and not to demolish, eradicate, remove, dispose of or otherwise interfere with the infrastructure, facilities or improvements created by the Project for any minimum non-interference period as specified in the Project Details after the completion of the Project, or as otherwise agreed by Us and:

- (a) You acknowledge that as the Grant is provided to benefit the local community and/or End Recipient (if identified) and conversion or disposal through sale or otherwise of assets acquired with the Grant is not consistent with this purpose, if You intend to convert or dispose of assets funded by the Grant within the period stated in this clause 21.5, **You must** notify the Department immediately of the intended conversion or disposal;

- (b) where requested by the Department, You must repay the Grant that was expended on the asset disposed of or converted within 1 month of such disposal or conversion; and
- (c) If You are notified by the Department that it requires repayment of any amount under sub-clause (b) then that amount will become a debt due and owing by You to the Department.

Other Legal Matters

22. Dispute Resolution

- 22.1 If a dispute arises in relation to this Agreement ("a Dispute"), a party must comply with this clause 22 before starting arbitration or court proceedings except proceedings for urgent interlocutory relief.
- 22.2 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute (Dispute Notice) in accordance with the requirements of clause 23 (Notices).
- 22.3 Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:
 - (a) does not have prior direct involvement in the Dispute; and
 - (b) has authority to negotiate and settle the Dispute.
- 22.4 If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice under clause 22.2 must refer the Dispute for mediation by the Australian Disputes Centre Limited (ADC) for resolution in accordance with the mediation rules of the ADC.
- 22.5 If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.
- 22.6 Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.
- 22.7 Nothing in this clause 22 will prevent either party from seeking urgent interlocutory relief.

23. Notices

- 23.1 Unless otherwise stated in this Agreement, all Notices to be given under this Agreement must be in writing, and hand-delivered, posted or emailed to the Authorised Person specified in the Contact Details or as otherwise notified in writing.
- 23.2 The receiving party will be deemed to have received the Notice as follows:
 - (a) if hand delivered, on the day on which it is delivered or left at the relevant address except when delivered on a day that is not a Business Day or later than 5.00pm on a Business Day then it will be deemed to have been duly delivered at 9.00am on the next Business Day;

- (b) if sent by post within Australia:
 - i. if posted using Express Post, the priority letter service option of regular post, or the priority service option for Registered Mail, on the fourth Business Day after the day on which it is posted;
 - ii. if posted using the regular post option, on the tenth Business Day after the day on which it is posted;
- (c) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - i. when the sender receives an automated message confirming delivery; or
 - ii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not be delivered.
- (d) if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

23.3 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

24. General

24.1 Keeping of records, audit and rights of access to such records:

- (a) You must ensure that adequate financial and operational records and registers, and any other specific records or registers requested by the Department, are kept and maintained whilst carrying out the Project and for a period of seven years after the date that is the earlier of the date of expiry of the Grant Period or termination of this Agreement;
- (b) You must authorise the Department for the purposes of this Agreement (the "Auditors"), to undertake audits, to examine and inspect, at reasonable times and on reasonable notice, any records You hold, and allow any such records to be copied or extracted, in whole or in part; and
- (c) You must provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.

24.2 Conflict of Interest:

- (a) You:
 - (i) represent and warrant that, as at the date of this Agreement, no Conflict of Interest exists or is likely to arise in relation to the entry into, or performance of obligations under, this Agreement by You or any of Your employees; and
 - (ii) undertake to promptly notify the Department, in writing, immediately upon becoming aware of the existence, or possibility, of a Conflict of Interest;
 - (b) On receiving a notice of a Conflict of Interest under clause 24.2(a)(ii), the Department may:
 - (i) approve the continuation of Agreement, which approval may be subject to reasonable conditions to ensure appropriate management of the Conflict of Interest; or
 - (ii) where in the Department's reasonable view the Conflict of Interest cannot be appropriately managed, terminate this Agreement; and
 - (c) You must ensure that sub-clauses (a) and (b) of this clause 23.2 are included in any contract with an agent or contractor engaged by You in relation to the Project to ensure that they have the same obligations to You as You have to the Department regarding conflicts of interest.
- 24.3 **Entire Agreement:** This Agreement supersedes all prior contracts, obligations, representations, conduct and understandings related to the Project as provided by this Department and the Department will not bear any delivery and financial risk for the delivery of the Project, other than in respect of payment of the Grant.
- 24.4 **Variation:** This Agreement may only be varied in writing signed by the parties. If You wish to vary this Agreement then You must first make a written request to the Department, in the form as directed by the Department, and provide such information as is reasonably required or requested by the Department. Consideration of such request does not obligate the Department to accept such request and may, in its sole and absolute discretion, reject any such request.
- 24.5 **Negation of employment, partnership or agency**
- (a) This Agreement does not create a relationship of agency, partnership, and/or employment between the parties. All work performed by You and all contracts made by You to carry out the Project shall be as principal and not as an agent for the Department.
 - (b) You must not represent Yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.
- 24.6 **Waiver**
- (a) Any waiver by the Department of a breach of this Agreement must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

- (b) If the Department fails to exercise any of its rights under this Agreement, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect stop a party from relying on the terms of this Agreement to their full force and effect.
- 24.7 **Governing Law:** The laws of New South Wales govern this Agreement and the parties submit to the non-exclusive jurisdiction of the courts in that State.
- 24.8 **Child Protection:** You are responsible for complying with the provisions of the *Children & Young Persons (Care and Protection) Act 1998* (NSW), *Child Protection (Working with Children) Act 2012* (NSW), *Children's Guardian Act 2019* (NSW) and any other laws which apply to child protection and for establishing systems for ensuring that You meet these obligations.
- 24.9 **Severability:** If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.
- 24.10 **Assignment:** You must not assign or novate Your obligations or interests under this Agreement, without the Department's prior written consent.
- 24.11 **Counterparts:** This Agreement may be signed in any number of counterparts which taken together will constitute one instrument.
- 24.12 **Further assurance:** Each party must promptly execute all documents and do all things required by law, or that the other party from time to time reasonably requests, to effect, perfect or complete this Agreement and all transactions incidental to it.
- 24.13 **Electronic dealing:** Each party agrees that this Agreement and any other documents to be delivered in accordance with this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signatory Page

Executed as an agreement by

GERRINGONG SURF AND LIFESAVING CLUB INC.

(name of Organisation as per the Agreement Details)

A.B.N: 69219855751

(Funding Recipient A.B.N.)

in accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the Funding Recipient

by or in the presence of:

s 47F

s 47F

(person 1 name)

s 47F

s 47F

(person 2 name)

s 47F

person 1 name (electronic signature)

s 47F

person 2 name (electronic signature)

Executed as an agreement for and on behalf of the Crown in right of the State of New South Wales, but not so as to incur any personal liability

s 47F

A/Director, Executive & Ministerial
Services, Office of Sport

s 47F

(electronic signature)

Released under the FOI Act 1982 by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts

CDGS23 688 - TAB A - Gerringong SLSC Funding Agreement - SCFP 22 23


Final Audit Report

2023-06-01

Created:	2023-05-30
By:	s 47F @sport.nsw.gov.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEk6uXht2y3jOg4sPePJirCryqg5tutGg


"CDGS23 688 - TAB A - Gerringong SLSC Funding Agreement - SCFP 22 23" History

-  Document created by s 47F @sport.nsw.gov.au)
2023-05-30 - 4:04:04 AM GMT- IP address: 163.116.198.116
-  Document emailed to s 47F @gmail.com for signature
2023-05-30 - 4:05:17 AM GMT
-  Email viewed by s 47F @gmail.com
2023-05-30 - 4:05:21 AM GMT- IP address: 66.249.92.5
-  Signer s 47F @gmail.com entered name at signing as s 47F
2023-05-30 - 11:28:02 PM GMT- IP address: 124.186.213.105
-  Document e-signed by s 47F @gmail.com)
Signature Date: 2023-05-30 - 11:28:04 PM GMT - Time Source: server- IP address: 124.186.213.105
-  Document emailed to s 47F @gerringongsurfclub.com for signature
2023-05-30 - 11:28:05 PM GMT
-  Email sent to s 47F @gerringongsurfclub.com bounced and could not be delivered
2023-05-30 - 11:28:10 PM GMT
-  s 47F @sport.nsw.gov.au) replaced signer s 47F @gerringongsurfclub.com with s 47F @gerringongsurfclub.com
2023-05-31 - 0:26:01 AM GMT- IP address: 163.116.192.113
-  Document emailed to s 47F @gerringongsurfclub.com for signature
2023-05-31 - 0:26:01 AM GMT

 Email sent to s 47F @gerringongsurfclub.com bounced and could not be delivered
2023-05-31 - 0:26:05 AM GMT


 Email viewed by s 47F @gerringongsurfclub.com
2023-05-31 - 0:26:17 AM GMT- IP address: 66.249.84.218

 Email viewed by s 47F @gerringongsurfclub.com
2023-06-01 - 1:47:47 AM GMT- IP address: 66.249.84.217


 Signer s 47F @gerringongsurfclub.com entered name at signing as s 47F
2023-06-01 - 5:05:24 AM GMT- IP address: 203.30.193.26

 Document e-signed by s 47F (s 47F @gerringongsurfclub.com)
Signature Date: 2023-06-01 - 5:05:26 AM GMT - Time Source: server- IP address: 203.30.193.26

 Document emailed to s 47F @sport.nsw.gov.au) for signature
2023-06-01 - 5:05:27 AM GMT

 Email viewed by s 47F @sport.nsw.gov.au)
2023-06-01 - 5:09:33 AM GMT- IP address: 52.102.13.69

 Document e-signed by s 47F @sport.nsw.gov.au)
Signature Date: 2023-06-01 - 5:10:04 AM GMT - Time Source: server- IP address: 163.116.192.114

 Agreement completed.
2023-06-01 - 5:10:04 AM GMT