



KIAMA MUNICIPAL COUNCIL
your council. your community

NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION
Issued under the *Environmental Planning and Assessment Act 1979* Section 4.16

s 47G

| | |
|--|---|
| Development Description: | Demolition and Other - Proposed demolition of the existing surf club and construction of new surf club and kiosk. |
| Development Consent Number: | 10.2022.32.1 |
| Premises: | LOT: 1 DP: 1075959, LOT: 2 DP: 1075959 Pacific Avenue WERRI BEACH |
| Determination: | Consent granted subject to conditions described below |
| Date of Determination: | 18/04/2023 |
| Date Consent Operates From: | 20/07/2023 |
| Date Consent Lapses On: | 20/07/2028 |
| Other Approvals: | List <i>Local Government Act 1993</i> approvals granted under Section 78A (5) |
| | NONE APPLICABLE |
| General terms of other approvals integrated as part of the consent: (list approvals) | |
| | NONE APPLICABLE |

Conditions of Development Consent:
(including Section 7.11 conditions)

General

- (1) The development shall be implemented in accordance with the details set out on the plan/drawing and supporting documents endorsed by Council as 10.2022.32.1 dated 20/07/2028 except as amended by the following conditions: (g005.doc)
- (2) The applicant shall submit engineer's details of the foundation based on geotechnical advice prepared by a suitably qualified geotechnical engineer. Such detail/advice is to be provided prior to the issue of a Construction Certificate. (g015.doc)
- (3) No development/work is to take place until a Construction Certificate has been issued for the development and the necessary conditions of development consent satisfied to enable issue of a Construction Certificate. (g030.doc)
- (4) Full details of the external materials of construction and a schedule of finishing colours shall be submitted prior to the issue of the Construction Certificate and shall be to the satisfaction of the Director Planning Environment and Communities. (g035.doc)
- (5) The property owners shall be made aware that all Aboriginal relics in NSW are protected under Section 90 of the National Parks and Wildlife Act 1974, which makes it an offence to knowingly damage, disturb, deface or destroy an Aboriginal relic or site, without first obtaining the written consent of the Director-General of the National Parks and Wildlife Service. If such a site is discovered, the Southern Zone Archaeologist of the National Parks and Wildlife Service shall be contacted immediately. (g050.doc)
- (6) The developer and any contractor or sub-contractor used to carry out any work authorised by or out of this development consent on Council owned or controlled land, is to carry the following insurance, copies of which are to be produced to Council upon request:
 - a Motor vehicle insurance (comprehensive or property damage) for all self propelled plant, as well as valid registration or Roads and Traffic Authority permit (Including Compulsory Third Party insurance). Primary producer's registration is not valid registration for use on Public Road construction work.
 - b Workers Compensation Insurance.
 - c Twenty Million Dollar Public Liability Insurance. (g155.doc)
- (7) The developer shall not carry out any work other than emergency procedures to control dust or sediment-laden runoff outside the normal working hours, namely, 7.00am to 5.00pm, Monday to Friday and 8.00am to 1.00pm Saturday, without the prior written approval of the Principal Certifying Authority. Any request to vary these hours shall be submitted to the Principal Certifying Authority in writing detailing:
 - a The variation in hours required.
 - b The reason for that variation.
 - c The type of work and machinery to be used. (g165.doc)
- (8) This development may also require consent from the Independent Liquor and Gaming Authority (ILGA) as required by the Liquor Act 2007, prior to the commencement of the development – specifically the operation of the clubhouse. This consent should be separately obtained from the Independent Liquor and Gaming Authority (ILGA).

- (9) The ground floor bathrooms (Male and Female) located on the southern side of the development are to be accessible to the public at all times. Prior to occupation, arrangements are to be made with Council regarding opening, closing and maintenance of these bathrooms.
- (10) The gym is to be used for the purposes of club and community activities. This consent does not authorise the subletting of the gym space to any third party commercial business.
- (11) Noise from the gym is to be minimised during any group fitness training. This may be achieved by closing the southern doors during training.
- (12) This consent does not grant approval to use of the first storey clubhouse by a third party hospitality or commercial business. Use of the clubhouse in this regard shall require a separate Development Application to be submitted to Council.

Prior to Commencement of Works

- (1) The pre-coloured metal roofing shall not give rise to unreasonable visual intrusion due to reflected glare. In this regard specific details of roof colours shall be submitted to Council prior to issue of the Construction Certificate. **Note:** The roof colours shall be the medium to darker colours. (pt017.doc)
- (2) Under the provisions of the Act, work may not commence on the development until the following is carried out:
 - a Detailed plans and specifications of the building must be endorsed with a Construction Certificate by Council or an Accredited Certifier; and
 - b You **must** appoint a Principal Certifying Authority (can be either Council or an Accredited Certifier); and
 - c You **must** notify the Council of the appointment; and
 - d You **must** give at least two (2) days notice to Council of your intention to commence work.

Should you require Council to issue a Construction Certificate you'll be required to lodge your application through the NSW Planning Portal together with plans and specifications. Your application will then be sent to Council for assessment and Approval.

Should you seek to appoint Council as the Principal Certifying Authority (PCA) you may do so through the NSW Planning Portal, once Council has received the request from the NSW Planning Portal, Council will advise the relevant inspections and fees required to be paid prior to Council accepting the role.

As part of the PCA Application you will also be required to give notice of the commencement of works, This is required to be given at least two (2) days prior to the commencement of work. (pt020.doc)

- (3) A sign must be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out:
 - a Showing the name, address and telephone number of the Principal Certifying Authority for the work;
 - b Showing the name of the principal contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours; and
 - c Stating that unauthorised entry to the work site is prohibited.

Note: Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed. The sign will be provided by the nominated Principal Certifying Authority for the relevant fee. (pt060.doc)

- (4) No building work is to commence until details prepared by a practising structural engineer have been submitted to and accepted by the Principal Certifying Authority for any reinforced concrete slabs, footings or structural steel. (pt062.doc)
- (5) Before the commencement of any stripping or demolition, the structure and all parts of the site shall be examined, by competent specialists, to determine, as far as it is practicable, the presence of noxious, toxic or explosive materials or conditions, which would be hazardous to the health of the public if disturbed by stripping or demolition. (pt066.doc)
- (6) Details of compliance with conditions of consent under the heading Bush Fire Hazard Management and AS3959 – Building in Bush Fire Prone Areas shall be provided to the Accredited Certifier prior to the release of the Construction Certificate.
- (7) The applicant shall submit engineer's details of the foundation based on geotechnical advice prepared by a suitably qualified geotechnical engineer. Such detail/advice is to be provided prior to the issue of a Construction Certificate.

Demolition Works

- (1) Security fencing shall be provided around the perimeter of the demolition site and any additional precautionary measures taken, as may be necessary to prevent unauthorised entry to the site at all times during the demolition period. (dw010.doc)
- (2) Council will monitor and review the demolition of the structure to ensure all conditions of consent application to the removal of asbestos has been satisfied. (dw015.doc)
- (3) Safe access to and egress from adjoining buildings shall be maintained at all times for the duration of the demolition work. (dw020.doc)
- (4) The techniques adopted for stripping out and for demolition shall minimise the issue of dust into the atmosphere. (dw030.doc)
- (5) Removal of dangerous or hazardous materials shall be carried out in accordance with the provisions of all applicable legislation and with any relevant recommendations published by the WorkCover Authority. (dw040.doc)
- (6) Removal of asbestos, or of materials containing asbestos fibres, shall be in accordance with the WorkCover Authority code of practice. Disposal of asbestos materials shall be at premises certified to receive asbestos. (dw045.doc)
- (7) Where the demolition site adjoins a public thoroughfare, the common boundary between them shall be fenced for its full length with a hoarding unless the least horizontal distance between the common boundary and the nearest parts of the structure is greater than twice the height of the structure. The hoarding shall be constructed of solid materials to a height of not less than 2.4 metres above the level of the thoroughfare at its junction with the hoarding.

Notices lettered in accordance with AS 1319 and displaying the words "DANGER! DEMOLITION IN PROGRESS", or a similar message, shall be fixed to the fencing at appropriate places to warn the public. (dw050.doc)

(8) Site Requirements during Demolition and Construction

- a) All demolition is to be carried out in accordance with Australian Standards AS 2601-2001.
- b) Demolition must be carried out by a registered demolition contractor.
- c) A single entrance is permitted to service the site for demolition and construction. The footway and nature strip at the service entrance must be planked out with close boarded, hardwood timber footpath protection pads. The pad shall cover the entire width of the footpath opening for the full width of the fence.
- d) No blasting is to be carried out at any time during construction of the building.
- e) Care must be taken during demolition/ excavation/ building/ construction to prevent any damage to adjoining buildings.
- f) Adjoining owner property rights and the need for owner's permission must be observed at all times, including the entering onto land for the purpose of undertaking works.
- g) Any demolition and excess construction materials are to be recycled wherever practicable.
- h) The disposal of construction and demolition waste must be in accordance with the requirements of the Protection of the Environment Operations Act 1997.
- i) All waste on the site is to be stored, handled and disposed of in such a manner as to not create air pollution (including odour), offensive noise or pollution of land and/or water as defined by the Protection of the Environment Operations Act 1997. All excavated material should be removed from the site in the approved manner and be disposed of lawfully to a tip or other authorised disposal area.
- j) Section 143 of the Protection of the Environment Operations Act 1997 requires waste to be transported to a place which can lawfully accept it. All non-recyclable demolition materials are to be disposed of at an approved waste disposal depot in accordance with legislation.
- k) All materials on site or being delivered to the site are to generally be contained within the site. The requirements of the Protection of the Environment Operations Act 1997 must be complied with when placing/stockpiling loose material, disposing of concrete waste, or other activities likely to pollute drains or watercourses.
- l) Details as to the method and location of disposal of demolition materials (weight dockets, receipts etc.) should be kept on site as evidence of approved methods of disposal and recycling.
- m) Any materials stored on site must be stored out of view or in such a manner so as not to cause unsightliness when viewed from nearby lands or roadways.
- n) Public footways and roadways adjacent to the site must be fully maintained and cleared of obstructions during construction unless prior separate approval from Council is obtained including payment of relevant fees.
- o) Building operations such as brick cutting, washing tools or paint brushes, and mixing mortar not be performed on the roadway or public footway or any other locations which could lead to the discharge of materials into the stormwater drainage system.
- p) All site waters during excavation and construction must be contained on site in an approved manner to avoid pollutants entering into waterways or Council's stormwater drainage system.

(9) Construction Certificate - Prior to the Commencement of any Demolition Works

Where demolition is associated with the erection of a new structure, or an altered portion of or an extension to an existing building, the demolition of any part of a building is "commencement of building work" pursuant of section 6.6 of the Act. In such circumstance all conditions of this consent must be satisfied prior to any demolition work. This includes, but is not limited to, the **issue of any Construction Certificate, appointment of a PCA and Notice of Commencement under the Act.**

(10) Demolition

That two (2) working days (i.e. Monday to Friday exclusive of public holidays) prior to the commencement of any demolition work, notice in writing is to be given to the Council. Such written notice is to include:

- (a) The date when demolition will commence,
- (b) Details of the name, address and business hours contact telephone number of the demolisher, contractor or developer.
- (c) The licence number of the demolisher, and relevant SafeWork NSW licenses
- (d) Copies of the demolisher's current public liability/risk insurance policy indicating a minimum cover of \$10,000,000.00.

All demolition and construction work shall be undertaken in accordance with the NSW EPA Interim Construction Noise Guidelines 2009, NSW EPA Assessing vibration: a technical guideline 2006 and the *Protection of the Environment Operations Act 1997* and *Protection of the Environment Operations (Noise Control Regulations) 2017* and other current and relevant Australian Standards including but not limited to the following:

- a) All rock-breaking and ground impacting operations may only be carried out between 8:30am and 5:00pm on Monday to Friday, or between 9:00am and 1:00pm on Saturdays, and no work is to be carried out at any time on a Sunday or a public holiday.
- b) Demolition works (other than rock-breaking and ground impacting) are restricted as follows:
 - Monday to Saturday inclusive: 7:00am to 5:00pm
 - Sundays and public holidays: No work.
- c) Organise demolition, earthmoving and ground impacting operations so as not to occur in the same time period.
- d) Select demolition methods not involving impact where possible (e.g hydraulic rock splitters rather than rock breakers).
- e) Further noise controls such as temporary noise walls as part of complaint management.
- f) Maintenance of a complaints register.

- (11) At least two (2) working days (i.e. Monday to Friday Exclusive of public holidays), the developer or demolition contractor must notify adjoining residents (via individual letter drops) prior to demolition and commencing advising the following:
- (a) The date when demolition will commence;
 - (b) Details of the name, address and business hours contact telephone number of the demolisher, contractor or developer;
 - (c) The telephone number of SafeWork NSW **13 10 50**

Demolition Involving Hazardous Materials

- a) Before the commencement of any stripping or demolition, the structure and all parts of the site shall be examined, by competent specialists, to determine, as far as it is practicable, the presence of noxious, toxic or explosive materials or conditions, which would be hazardous to the health of the public if disturbed by stripping or demolition.
- b) The techniques adopted for stripping out and for demolition shall minimise the release of dust into the atmosphere.
- c) Removal of dangerous or hazardous materials shall be carried out in accordance with the provisions of all applicable legislation and with any relevant recommendations published by the Safework NSW Authority.

Demolition Involving the Removal of Asbestos

Removal of asbestos, or of materials containing asbestos fibres, shall be in accordance with the Safework NSW Authority code of practice. Disposal of asbestos materials shall be at premises certified to receive asbestos. Any demolition must be carried out in accordance with the following:

- (a) AS2601 – 2001, the demolition of structures;
- (b) *Protection of the Environment Operations Act 1997* and Regulations;
- (c) NSW Work Health and Safety Act 2011;
- (d) NSW Work Health and Safety Regulation 2017;
- (e) Safe Work Australia Code of Practice for the Management and Control of Asbestos in the Work Place [NOHSC:2018(2005)]
- (f) NSW Government WorkCover Code of Practice – How to safely Remove Asbestos
- (g) NSW Government WorkCover Code of Practice – How to Manage and Control Asbestos in the Workplace

Asbestos – Licensed Contractors

Demolition works involving the removal and disposal of asbestos must only be undertaken by suitably qualified asbestos removalist duly licensed with SafeWork NSW who hold currently either a Friable (Class A) or a Non-Friable (Class B) Asbestos Removal License which ever applies AND a current SafeWork NSW Demolition License where works involve demolition.

Asbestos – Notification of Neighbours

Fourteen days prior to the commencement of any demolition works involving asbestos, all immediate neighbours should be notified in writing of the intention to carry out asbestos demolition works. Notification is to include, at a minimum:

- (a) The date and time when asbestos removal works will commence;
- (b) The name, address and business hours contact telephone number of the demolisher, contractor and/or developer;
- (c) The full name and license number of the asbestos removalist/s; and
- (d) The telephone number of SafeWork NSW 13 10 50.

Copies of these written notifications should be retained and provided to Council.

Asbestos – Signs and Barricades

Warning signs must be placed so they inform all people nearby that asbestos removal work is taking place in the area. Signs should be placed at all of the main entry points to the asbestos removal work area where asbestos is present. These signs should be weatherproof, constructed of light-weight material and adequately secured so they remain in prominent locations. The signs should be in accordance with AS 1319-1994 Safety signs for the occupational environment for size, illumination, location and maintenance.

Appropriate barricades must be installed as appropriate to prevent public access and prevent the escape of asbestos fibres. Barricades must be installed prior to the commencement of asbestos removal works and remain in place until works are completed.

Asbestos – Clearance Certificate

Following the removal of all friable asbestos and prior to further works being carried out on the site, a clearance certificate from an independent competent person and suitably licensed asbestos removalist undertakes a clearance inspection and issues a clearance certificate.

Asbestos – Less than 10m2 of Bonded Asbestos Sheeting

Demolition works involving the removal of less than 10m2 of bonded asbestos sheeting may be carried out by a licensed builder who has completed an appropriate bonded asbestos removal course. Friable asbestos must only be removed by a person who holds a Class A asbestos licence.

Asbestos – Receipting

Prior to the issue of any Occupation Certificate, receipting for the disposal of all identified asbestos waste at a licensed waste disposal facility must be provided to Kiama Councils Waste Management Officer.

Asbestos – Statement Required

No later than seven (7) days prior to the demolition of any building or structure, a written statement must be provided to Council indicating whether the building or structure contains asbestos or material containing asbestos and, if so, the following must also be provided and approved by Council, prior to the issuing of Construction Certificate:

- a. A hazardous substances audit report prepared by a competent and appropriately qualified person in compliance with AS2601-1991; and
- b. A hazardous substances management plan prepared by a competent and appropriately qualified person in compliance with AS2601-1991.

Asbestos – Licensed Contractors

Demolition works involving the removal and disposal of asbestos cement must only be undertaken by contractors who hold a current WorkCover Demolition Licence or a current WorkCover Class 2 (Restricted) Asbestos Licence.

Asbestos – Notification of Neighbours

Fourteen (14) days prior to the commencement of any demolition works involving asbestos, all immediate neighbours should be notified in writing of the intention to carry out asbestos demolition works. Copies of these written notifications should be retained and provided to Council prior to the issuing of the Construction Certificate.

Asbestos – Waste disposal receipts

Documentary evidence in the form of waste disposal receipts identifying the total tonnage of asbestos disposed, date of disposal, NSW EPA licensed waste facility, shall be obtained and provided to Council prior to the issuing of the Construction Certificate.

Asbestos – Clearance Certificate

Following the removal of all friable asbestos and prior to further works being carried out on the site, a clearance certificate from an independent person in accordance with the National Occupational Health and Safety Commission Code of Practice for the Safe Removal of Asbestos is to be obtained and submitted to Council prior to the issuing of the Construction Certificate.

Asbestos – Less than 10m2 of Bonded Asbestos Sheeting

Asbestos – Less than 10m2 of Bonded Asbestos Sheeting

Demolition works involving the removal of less than 10m2 of bonded asbestos sheeting no licence is required but you must follow the Safe Work Australia guidelines. Refer to <https://www.safeworkaustralia.gov.au/system/files/documents/1810/model-cop-how-to-safely-remove-asbestos>.

Completion of demolition works

Council will monitor and review the demolition of the structure to ensure all conditions of consent application to the removal of asbestos has been satisfied.

Civil Engineering Design

- (1) The developer shall submit details of all civil engineering works on engineering drawings to the accredited Certifying Authority for approval prior to the issue of the construction certificate.

The drawings shall include, but shall not be limited to, the following detailed information:

- a) The hydrologic modelling and hydraulic treatment detail including detailed calculations, drainage network layout, environmental controls (including the post-development first flush mechanism, water quality and sedimentation controls), all stormwater drainage structures and, where required, the proposed method of accessing the existing public stormwater drainage system. All drainage calculations are to be carried out in accordance with Australian Rainfall and Runoff published by Engineers Australia, and are to include a contoured catchment diagram and delineation of flow paths for storms of 1% Average Exceedance Probability (AEP);
- b) Plan, longitudinal and cross sectional detail shall be provided for the proposed access driveways, car spaces & aisles
- c) The proposed pavement treatment to the access driveways, car spaces & aisles. The minimum surface treatment shall either be reinforced concrete, asphaltic concrete or segmental pavers on a reinforced concrete base.
- d) The location and reduced level of all services under the control of public utilities or agencies. All reduced levels shall relate to Australian Height Datum (AHD).

Parking Areas

- (1) Prior to the issue of any Construction Certificate, the accredited Certifying Authority shall ensure that the following requirements have been met:
 - a) Car parking spaces, parking aisles, blind aisles, access driveways, circulation roadways and ramps comply with the requirements of the following Australian Standards :
 - i. AS 2890.1 - 2004 Off-street car parking;
 - ii. AS 2890.2 - 2002 Off-street commercial vehicle facilities;
 - iii. AS 2890.3 - 2015 Bicycle Parking; and
 - iv. AS 2890.6 - 2009 Off-street parking for people with disabilities.
 - b) The car parking area shall be line marked and signposted in compliance with the requirements of the Australian Standards AS 1742.2, AS 1743, AS 1744, AS1906.1, AS 1906.2, AS 1906.3 and AS 4049.1.
 - c) Access and manoeuvring into the proposed delivery areas for all commercial vehicles shall comply with Australian Standard AS 2890.2 - 2002 Off-street commercial vehicle facilities
 - d) drive access width shall be a minimum of 3.0m wide
- (2) Prior to the issue of the Construction Certificate, a letter from Council's Development Engineer must be provided to the accredited Certifying Authority stating that the parking design is acceptable.

In this regard, the developer shall prepare a design for the amendment of the car parking in Lot 16 DP262469 in accordance with AS2890.1, required as a result of the change in access location for the proposed development. This shall be submitted to Council's Development Engineer for review and acceptance.

The cost of the amendments to linemarking required in Lot 16 DP 262469 shall be borne wholly by the developer.

- (3) Car parking and manoeuvring shall comply with the requirements of the Standards Australia publication AS/NZS 2890.1 Parking Facilities Part 1: Off Street Car Parking from the access point to all garage accesses.
- (4) Access and manoeuvring into the proposed loading and unloading area for all commercial vehicles shall comply with the requirements of the Standards Australia AS 2890.2 – Off-street Parking Part 2: Commercial Vehicle Facilities. The minimum design requirement shall be for a medium rigid vehicle.
- (5) Prior to issue of any Construction Certificate, the accredited Certifying Authority shall ensure that the design of the development causes no adverse effects to adjoining properties as a result of stormwater run-off and allowance is made for surface run-off from adjoining properties in the design
- (6) The developer shall provide environmental stormwater management controls in the form of post development water quality (including first flush treatments such as trash arresters) and sedimentation control measures to be located within the proposed development site. The measures are to be in accordance with Council's Water Sensitive Urban Design Policy. The proposed treatments shall be submitted to the accredited Certifying Authority for assessment and approval prior to the issue of a Construction Certificate.
- (7) Prior to the issue of the Construction Certificate a letter from Council's Development Engineer must be provided to the accredited Certifying Authority stating that the stormwater drainage design meets the requirements of Council's Water Sensitive Urban Design Policy.

In this respect calculations by a registered civil engineer for the assessment of onsite detention storage is required.

- (8) Stormwater runoff from all impervious surfaces on the property shall be collected and conveyed to a point suitable for integration with either the natural or constructed stormwater drainage system. A piped drainage system shall be provided to convey runoff from storms up to the 20% Annual Exceedance Probability (AEP). Defined overland flow paths shall be provided to safely convey runoff from storm events up to the 1% AEP. Details shall be submitted to the accredited Certifying Authority for assessment prior to the issue of a Construction Certificate.

Prior to the Commencement of Work (Including Demolition & Excavation)

- (1) Road Occupancy approval, pursuant to Section 138 of the Roads Act 1993 shall be obtained from Council prior to any proposed interruption to pedestrian and/or vehicular traffic within the road reserve caused by the construction of the development. The following items shall be submitted to Council with the Road Occupancy application form a minimum of five days before approval is required:
 - a) A completed application form;
 - b) Fees in accordance with Council's adopted fees and charges;
 - c) A traffic control plan endorsed by a person with Roads & Maritime Services accreditation. The traffic control plan shall satisfy the requirements of the latest versions of Australian Standard AS1742 – Traffic Control Devices for Works on Roads and the RTMS Traffic Control at Worksites Manual. This plan is required to maintain public safety, minimise disruption to pedestrian and vehicular traffic within this locality and to protect services, during demolition, excavation and construction phases of the development;

- d) Public liability insurance for an amount of no less than \$20M;
 - e) Where excavation of a road or path surface will take place, a security bond in accordance with Council's adopted fees and charges; and
 - f) Where road and footpath levels will be varied or the surface is altered, plans and specifications to Council's requirements.
- (2) The developer and any contractor or sub-contractor used to carry out any work authorised by or out of this development consent on Council owned or controlled land, is to carry the following insurance, copies of which are to be produced to Council upon request:
- a) Motor vehicle insurance (comprehensive or property damage) for all self propelled plant, as well as valid registration or Roads and Traffic Authority permit (Including Compulsory Third Party insurance). Primary producer's registration is not valid registration for use on Public Road construction work.
 - b) Workers Compensation Insurance.
 - c) Ten Million Dollar Public Liability Insurance.
- (3) The applicant must provide, to Council, the appropriate fee for the inspections required for the construction of the footpath crossing/access driveway in accordance with Council's adopted fees and charges. This inspection fee must be paid prior to the commencement of works within the road reserve area. Work undertaken within the road reserve may only be undertaken by a Council approved contractor. A list of approved contractors may be obtained from Council's Engineering and Works Department.

Civil Engineering Construction

- (1) All earthworks associated with the development shall be completed in accordance with AS 3798-2007 Guidelines on Earthworks for Commercial and Residential Developments
- (2) The developer shall construct the footpath access driveway in compliance with the Standards Australia publication AS/NZS 2890.1 Parking Facilities Part 1: Off Street Car Parking and Council's "Driveway and Footpath Works Procedure Manual".
- (3) All new and remedial stormwater drainage works shall be undertaken in accordance with the requirements of Australian Standard AS 3500.3:2018.
- (4) Construction Environmental Management Plan

Prior to issue of any construction certificate, a Construction Environmental Management Plan (CEMP) must be prepared for the proposed construction works. The CEMP must be prepared by an appropriately qualified and experienced environmental consultant. The CEMP must include, but not be limited to, the following:

- i. Asbestos Management Plan.
- ii. Project Contact Information.
- iii. Site Security Details.
- iv. Timing and Sequencing Information.
- v. Site Soil and Water Management Plan
- vi. Noise and Vibration Control Plan.
- vii. Dust Control Plan.
- viii. Air Monitoring.
- ix. Odour Control Plan.
- x. Health and Safety Plan.
- xi. Waste Management Plan.
- xii. Incident Management Contingency.

xiii. Unexpected Finds Protocol.

The CEMP must be prepared and implemented to the satisfaction of the supervising environmental consultant. The environmental site management measures must remain in place and be maintained throughout the period of the remediation works, until completion of site remediation and the site has been validated.

Relocation of Service Utilities

- (1) The developer shall bear the cost of relocation of any service utilities required in the provision of vehicular access.

Inspections

- (1) The building work shall be inspected at critical and other stages as required by the Principal Certifying Authority for the development.

NOTE: Should you choose Council to be your Principal Certifying Authority for this development you will be advised of the required building inspections and applicable fees at the time of that appointment. (bu015.doc)

Building Construction

- (1) All building work must be carried out in accordance with the requirements of the Building Code of Australia. (bu010.doc)
- (2) No building materials or refuse shall be stored on Council's reserve adjacent to the proposed development site. (bu085.doc)
- (3) The roadway, footpath or Council reserve shall not be used to store building material without the prior approval of Council. (bu086.doc)
- (4) All excavations and backfilling must be executed safely in accordance with appropriate professional standards. (bu090.doc)
- (5) All excavations must be properly guarded and protected to prevent them from being dangerous to life or property. (bu095.doc)
- (6) The Reduced Levels (RL) of the proposed development must be in accordance with the approved plans. Certification of these levels by a registered surveyor must be submitted to an accredited certifier or Council prior to proceeding past that level. (bu120.doc)
- (7) A survey shall be undertaken and a copy be made available to Council or an accredited certifier, certifying that the building is correctly located in relation to the boundaries of the site and in accordance with the approved plans. Such survey shall be submitted at peg out stage. (bu125.doc)
- (8) Construction and demolition work, delivery of materials and plant, etc shall only take place between the following hours;

| | |
|------------------|----------------------|
| Monday to Friday | - 7.00 am to 5.00 pm |
| Saturdays | - 8.00 am to 1.00 pm |

No construction work is to take place on Sundays or Public Holidays. (bu151.doc)

- (9) The roadway, footpath or Council reserve shall not be used to store building material without the prior approval of Council. (bu086.doc)

Site Stabilisation and Erosion Control

- (1) To minimise the scope for land slip, poor sub-floor drainage, erosion (during construction) and poor site aesthetics often associated with exposed large retaining walls, site excavation will be limited to a depth of not more than 600 millimetres
- (2) Excavations must be quickly and effectively stabilised by earth batters or retaining walls.
- (3) Retaining walls and earth batters must be located wholly within the lot boundaries and not be located on the side boundaries such as could cause future disputes over maintenance.
- (4) Earth batters must be quickly stabilised, mulched and re-vegetated to reduce the opportunity for erosion of exposed soil during rainfall events. (bu281.doc)

Fire Safety

- (1) A Fire Safety Schedule is to be issued specifying the fire safety measures (both current and proposed) that are to be implemented in the building. A copy of each schedule is to be attached to the Construction Certificate in accordance with the provisions of Clause 168 of the Environmental Planning and Assessment Regulation 2021 (as amended). (fs005.doc)
- (2) **Automatic fire suppression systems (fire sprinklers)** in accordance with Clause E1.5 of the Building Code of Australia. (fs030.doc)
- (3) **Emergency lighting** in accordance with Part E4 of the Building Code of Australia. (fs040.doc)
- (4) **Exit signs** in accordance with Part E4 of the Building Code of Australia. (fs050.doc)
- (5) **Fire doors** in accordance with Clause C3.11 of the Building Code of Australia. (fs060.doc)
- (6) **Fire hydrants** in accordance with Clause E1.3 of the Building Code of Australia. (fs065.doc)
- (7) **Fire hose reels** in accordance with Clause E1.4 of the Building Code of Australia. (fs075.doc)
- (8) **Portable fire extinguishers** in accordance with Clause E1.6 of the Building Code of Australia. (fs085.doc)
- (9) **Fire and smoke alarms** in accordance with Part 3.7.2 of the Building Code of Australia Volume 1A (Class 1b buildings). (fs090.doc)
- (10) **Smoke detection and alarm systems** in accordance with Specification E2.2A of the Building Code of Australia. (fs095.doc)

Erosion and Sedimentation Controls/Soil and Water Management

- (1) All practical measures must be taken to ensure erosion and subsequent sediment movement off-site does not occur. In particular:
 - a A silt fence or equivalent must be provided downhill from the cut and fill area (or any other disturbed area). Such fence must be regularly inspected and cleaned out and/or repaired as is necessary, and all collected silt must be disposed of in accordance with Council's Sedimentation Control Policy.
 - b Unnecessary disturbance of the site (eg; excessive vehicular access) must not occur.
 - c All cuts and fills must be stabilised or revegetated as soon as possible after the completion of site earthworks.
 - d All the above requirements must be in place for the duration of the construction works. (esc005.doc)

Bushfire Hazard Management

- (1) New construction work shall comply with the Blackash Bushfire Consulting Report dated 22 February 2022 and shall comply with **(BAL 12.5)** Australian Standard AS3959-2018 'Construction of buildings in bush fire-prone areas' and 'Planning for Bush Fire Protection 2019'.

Site Facilities

- (1) An appropriate temporary toilet facility shall be provided on site, located inside the property boundaries, prior to commencement of works. The temporary toilet shall be maintained in a clean/sanitary condition at all times. (sf010.doc)
- (2) During construction the applicant shall provide, inside the property boundaries a suitable waste container for the disposal of all papers, plastics and other light weight materials. (sf015.doc)
- (3) A sign must be erected in a prominent position on the premises on which the erection or demolition of a building is being carried out:
 - a Stating that unauthorised entry to the premises is prohibited; and
 - b Showing the name of the builder or other person in control of the worksite and a telephone number at which the builder or other person may be contacted outside working hours.

Any such sign is to be removed when the erection or demolition of the building has been completed. (sf020.doc)

Prior to Occupation

- (1) The whole or part of the building must not be occupied unless an Occupation Certificate has been issued in relation to the building or part in accordance with Section 6.9 of the Environmental Planning and Assessment Act 1979.

NOTE: A Fire Safety Certificate must be provided in accordance with the Environmental Planning and Assessment Regulations 2021 prior to the issue of an Occupation Certificate excepting Class 1(a), 10(a) & 10(b) structures. (po005.doc)

- (2) The developer shall complete all access / drainage / retaining / civil engineering works prior to the issue of any occupation certificate. (po010.doc)

- (3) A Chartered Professional Engineer's compliant certificate for all civil engineering works carried out within the development site shall be provided to the Principal Certifying Authority prior to the issue of any Occupation Certificate. (po030.doc)
- (4) Prior to the issue of the Occupation Certificate, a letter from Council's Development Engineer certifying that the signage and linemarking required as a result of the change in access location from Lot 16 DP262469 has been adequately implemented must be provided to the accredited Certifying Authority.
- (5) The access driveway shall be constructed to meet the design requirements of Council's "Driveway and Footpath Works Procedure Manual". The access driveway shall be installed prior to the issue of any occupation certificate.
- (6) The developer shall complete all access works prior to the issue of any Occupation Certificate.
- (7) A Section 73 Compliance Certificate under the Sydney Water Act 1994 shall be obtained from Sydney Water. The Section 73 Certificate shall be submitted to Principal Certifying Authority prior to issue of any Occupation Certificate.
- (8) The developer shall provide compliance certification from the hydraulic engineer verifying that the constructed stormwater drainage infrastructure meets with the approved design. The certification shall be provided to the accredited Certifying Authority prior to the release of any Occupation Certificate.
- (9) The developer shall complete all drainage works prior to the issue of any Occupation Certificate.
- (10) Under the provisions of Section 88B/88E of the Conveyancing Act 1919 the developer shall provide a restriction on the use of land and a positive covenant in favour of Kiama Municipal Council detailing protection measures and long term maintenance requirements for any implemented on-site stormwater detention system and associated stormwater drainage infrastructure.

The document shall meet the standard terms applied by Council and shall be submitted to Council for assessment and approval and shall have these titles registered with NSW Lands & Property Management Authority under Sections 88B/88E of the Conveyancing Act 1919. The above requirement shall be undertaken prior to the issue of any Occupation Certificate

- (11) A Works-As-Executed (WAE) drawing for all drainage and access works shall be submitted to the Principal Certifying Authority (PCA) prior to the issue of any Occupation Certificate (OC). The WAE drawing shall be signed by a Registered Surveyor. The WAE drawing shall show in red ink all changes to the approved Construction Certificate (CC) drawings and finished levels. The PCA shall not issue the OC if any changes to the approved CC design will cause an adverse impact on adjoining lands.
- (12) **Internal Bins in Kitchens**

A dedicated space must be provided within the kitchen for the interim storage in bins or containers as supplied for source separated garbage and recyclables to be provided. Dedicated bins for the collection of food waste is also to be provided if this type of waste is to be collected.

(13) Waste Management Compliance Certificate

The completed Waste Management Compliance Certificate Application shall be submitted to Council for approval prior to release of any Occupation Certificate. Supporting documentation (dockets/receipts) showing type of material, weight and details of NSW EPA licensed waste facility, verifying recycling and disposal, shall be attached to the Waste Compliance Certificate Application.

14) Food Premises – Final Inspection

Prior to occupation, the proprietor must contact Council's Environmental Health Officer to organise a final inspection. A Food Premises Inspection Report is to be obtained from Council confirming satisfactory compliance with applicable food legislation.

15) Food Premises - Trade Waste

Prior to any occupation, the applicant must provide Council with a Section 73 Sydney Water Compliance Certificate.

16) Food Premises – mechanical ventilation

Prior to issue of any occupation certificate, the applicant must provide council with documentation from an approved mechanical ventilation engineer certifying that the exhaust canopy complies with the AS1668.2 - 2002

Prior to installation, the design is to be certified by a person competent to do so. At completion of the installation of the system and prior to issue of the occupation certificate, the work shall be certified by a person competent to do so. The certification shall include:

- i. Date of inspection, inspection, testing and commissioning details
- ii. The name and address of the individual who carried out the test and
- iii. A statement that the service has been designed, installed and is capable of operating to and not cause any environmental and health nuisances (e.g. noise, odours etc.) with provisions of:
 - The Building Code of Australia; and
 - *Protection of the Environment Operations Act 1997 and Regulations*; and
 - *Protection of the Environment (Noise Control) Regulation 2017*
 - *Local Government Act 1993*.
 - Any proposed mechanical ventilation system shall comply with the AS/NZ 1668.1 and AS 1668.2-2002.

Kitchen fit-out

(1) Compliance with the following regulations and standards is required at all times:

- Food Safety Standards (Australia)
- Design, construction and fit-out of food premises AS4674-2004;
- The use of ventilation and air conditioning in building Mechanical ventilation in buildings Exhaust AS1668.1 and AS1668.2
- Food Act 2003;
- Food Regulations 2015.

(2) Equipment washing, equipment rinsing and hand wash sinks

- Provide a separate dish rinsing sink;
- Provide a dishwasher;
- Provide a separate food preparation sink;
- To be constructed of stainless steel.
- Dish rinsing sink must have a bowl size that enables the largest pots to be cleaned. The recommended standard sink size to achieve this is in most food premises, 450 x 300 x 300 millimetres.
- Have a splashback as part of the unit, 300mm up the rear wall and 150mm to either side of the unit.
- No enclosed cupboards or appliances allowed underneath the sink.
- All draining areas and racks that are provided should be made from stainless steel.
- The dish rinsing sink and that food preparation sink are to be separated by 300mm separation or a stainless steel barrier/partition 300mm high so as to avoid cross contamination between food preparation and dish rinsing.
- Where there is no trapped floor waste, a separate cleaners sink (mop sink) for the purpose of cleaning floor mops and other cleaning equipment must be provided within the premises separate from the food preparation and storage area.

(3) Hand wash basin specifications

- The hand wash basins must be located and installed so they are:
 - not obstructed;
 - are at a bench height and permanently fixed to the wall, a supporting frame (free standing) or the bench top;
 - accessible and no further than 5 metres (path of travel), except for toilet hand basins, from any place where food handlers are handling open food.
 - connected to a permanent supply of warm running potable water delivered through a single outlet.
 - provided with liquid hand soap and paper hand towels.
- Hand wash basins cannot be installed under benches or as part of a bench.
- Taps operated by either lever action, flick mixer or sensor are recommended for all hand wash basins.
- Hand wash basins should be big enough to allow hands, wrists, and arms to be washed under the tap. It is recommended the minimum size of the basin is 445mm (length) x 280mm (width) x 130mm (depth).

(4) Fixtures, fittings and equipment

- Every fixture, fitting or appliance shall be so constructed as to be:
 - impervious, durable, non-toxic, and resistant to corrosion;
 - free from cracks and crevices;
 - capable of being easily and thoroughly cleaned; and
 - so constructed as to prevent the harbourage of vermin.

- Every fixture, fitting or appliance shall be:
 - supported on approved wheels or castors; or
 - supported on 150 millimetre high legs and separated from all walls and other equipment or fixtures by a minimum of 150 millimetres; or
 - fixed or butted against walls or other equipment and supported on 150 millimetre high legs. All joints between the appliances and walls shall be suitably flashed and imperviously sealed in such a manner as to eliminate any open joint, space, crevice or cavity which may allow liquids, food particles, grease or other refuse to collect.

(5) Coffee Machine

Ensure that the waste water from the coffee machine is effectively sealed and plumbed to the sewage system.

(6) Floors, walls and ceilings

- The food preparation and bar areas shall have floors that are:
 - appropriate for the area;
 - able to be effectively cleaned;
 - non-absorbent;
 - laid according to the relevant Standards (see AS 3958.1 for ceramic tiles) so that there is no ponding of water and harbouring of pests;
 - finished with surfaces as specified in Table 3.1 of AS 4674-2004. In addition to those floor finishes set out in table 3.1 concrete towelled to a smooth finish is suitable, provided dense mixes are used and it is properly cured and has a steel- or machine-float finish.
 - coved providing a continuous uninterrupted surface between the floor and the wall refer to Figure 3.1 of AS4674-2004.
 - The floor waste(s) in the food premises must be fitted with a sump removable basket and grate and constructed in all stainless steel finish (see AS4674-2004 Section 4.1.8).
- Walls and ceilings must be:
 - sealed to prevent the entry of dirt, dust and pests;
 - unable to absorb grease, food particles or water; and
 - able to be easily and effectively cleaned. Thus it is recommended food storage areas be finished with one or a combination of the following materials:
 - glazed tiles;
 - stainless steel or aluminium sheeting;
 - laminated thermosetting plastic sheeting;
 - similar impervious material adhered directly to the wall.
- The finishing materials of the wall surfaces shall provide a smooth even surface, free of buckles or legs, fixing screws, picture rails, open joint spaces, cracks or crevices.
- The use of feather edge skirting is not permitted and the junction between adjacent wall finishes shall not form a ledge upon which dust or grease can accumulate.

(7) Food storage

- Food storage must be in such a way that:
 - It is protected from the likelihood of contamination; and
 - The environmental conditions under which it is stored will not adversely affect the safety and suitability of the food.
- The applicant must when storing potentially hazardous food:
 - Store it under temperature control; and
 - If it is food that is intended to be stored frozen, ensure the food remains frozen during storage.
- The premises must have sufficient storage space and shelving 150mm off the floor as no food, packaging or equipment is to be stored on the floor so as to ensure ease of cleaning.

(8) Cool rooms

- Cool room(s), refrigerated chambers and strong-rooms are to be constructed in accordance with G 1.2 of the Building Code of Australia.
- The floor of the cool room must be graded to the door and a floor trapped waste outlet must be located outside the cool room as near as possible to the door opening.
- All proposed shelving in the cool room must be free-standing, constructed of galvanised steel angle section or other approved material with the lowest shelf at least 150mm clear of the floor.
- The floor of the cool room must be constructed of impermeable concrete or coated, topped or otherwise finished with an impervious material to a smooth even surface and coved at the intersections with the walls to a minimum radius of 25 cm.
- Adjacent walls, floors, walls and ceilings and other surfaces to the cool room must be able to be easily and effectively cleaned.
- An approved audible alarm device must be located outside the cool room(s) but controllable only from within the cool room(s) and be able to achieve a sound pressure level outside the chamber or cool room(s) of 90 dB(A) when measured 3 metres from the sounding device.

(9) Storage of Materials

- Facility for materials associated with the administration of the business must be in a room designated for office use; or enclosed cupboard, drawers or similar sealed storage dedicated for that use.
- Facilities for storing chemicals and cleaning equipment must be a room designated for that use; or enclosed cupboard dedicated for that use located outside of the food preparation, storage and display areas; or in a place physically separated from food storage, preparation or display.

- Facilities for storing clothing and personal effects belonging to staff must be a change room; or locker/ cupboard in a change room; or enclosed cupboard solely used for the storage of clothing and personal belongings located outside the food preparation, food storage and washing area.

(10) Garbage Storage

- If garbage is to be stored in a room the room used for the storage of garbage and rooms used for the washing and storage of garbage receptacles, are to be constructed of solid material and cement rendered and steel trowelled to a smooth even surface. The floor of the room is to be impervious material coved at the intersection with the walls graded and drained to an approved floor waste within the room. This is to prevent build up of waste and waste water that will lead to foul odours. Walls are to be finished with a smooth, impervious surface. The room is to be ventilated, proofed against pests and provided with a hose tap connected to the hot and cold water supply.
- External areas where garbage containers are stored are to be paved with an impervious material and the area must be designed to prevent stormwater contamination- covered, bunded and located away from stormwater drains.

(11) Mechanical Ventilation

- All food preparation areas where odours, fumes, smoke and steam are produced need a mechanical ventilation system that complies with AS/NZ 1668.1 and AS 1668.2-2002 —The use of ventilation and air conditioning in buildings – Ventilation design for indoor air contaminant control. This means:
 - any deep-fryer appliance or any cooking apparatus with a total maximum electrical power input exceeding 8kW or a total gas power input exceeding 29MJ/h requires a mechanical ventilation system.
 - the total maximum power input to more than one apparatus exceeds:
 - 0.5kw electrical power for each 1m² of floor area of the room or enclosure; or
 - 1.8mj gas for each 1m² of flood area of the room or enclosure.
- dishwashers and other washing and sanitising equipment that vent steam and/or heat to the extent that there is, or is likely to be condensation collecting on walls and ceilings, a mechanical ventilation system is required.
- if new equipment is installed in the premises after the mechanical ventilation system has been designed and installed, it must not stop ventilation working adequately.

(12) Cleaning and Sanitising

For cleaning and sanitising, the premises must contain either a double bowl sink with hot & warm water supply, complete with detergent and food grade sanitiser (e.g. diluted bleach) or a domestic dishwashing machine. The domestic dishwasher must contain and be used on 'hygienic wash' or equivalent heavy-duty high-intensity settings to comply with cleaning and sanitation requirements.

Advertising Signage

- (1) A Development Application shall be submitted to Council and approval obtained prior to the erection of any advertisement or advertising structure. (as005.doc)

Site Operations

- (1) The use of the premises, building services, equipment, machinery and ancillary fittings shall not give rise to an "offensive noise" as defined under the provisions of the POEO Act 1979. (sop065.doc)

Noise, odour and Environmental Pollution

- (1) All recommendations contained in the approved acoustic assessment report prepared by Harwood Acoustics '*Environmental Noise Assessment Gerringong Surf Life Saving Club*' dated 09 September 2022 shall be adopted, implemented, and adhered to.

The Principal Certifying Authority (PCA) shall obtain a certificate from an appropriately qualified acoustic consultant, stating that the recommendations outlined in the above stated report have been completed and that relevant noise criteria have been satisfied **prior to the issue of any Occupational Certificate.**

Any changes made to the proposal that would alter the outcome will require a further assessment and a copy of this further report shall be provided to the PCA for approval and all recommendations of the report shall be adopted, implemented and available upon request of the Council.

- (2) Noise emissions from this activity must comply with those outlined in the *Protection of the Environment Operations Act 1997 and Regulations*.
- (3) No deliveries are to occur before 7.00am or after 8.00pm weekdays and before 9.00am or after 5.00pm weekends and public holidays, to prevent noise disruption to the surrounding area.
- (4) The development shall not interfere with the amenity of the neighbourhood by reason of noise, vapours, odours, fumes, traffic, waste water, waste products or otherwise.
- (5) The use of floodlighting or the like, to advertise or attract attention or for the convenience of patrons must be controlled so as not to cause any distraction or disturbance to nearby or adjacent residents, pedestrians or motorists. The use of flashing lights is strictly prohibited.
- (6) Amplified Music
Music and other amplified sound played on the premises shall not give rise to offensive noise as defined under the provisions of the *Protection of the Environment Operations Act 1997*. Operations are to occur in accordance with the recommendations of the approved acoustic assessment report prepared by Harwood Acoustics '*Environmental Noise Assessment Gerringong Surf Life Saving Club*' dated 09 September 2022.

(7) Further Acoustic Assessment (Licensed Premises)

Following occupation of the building/premises should substantiated complaints or breaches of noise regulation occur, a suitably qualified acoustic consultant may be engaged, with the Council and the licensee/operator of the premises agreeing on the acoustical consultant, to measure noise emanating from the building/premises and to recommend appropriate action. The reasonable cost of such appointment shall be borne by the licensee/operator and any works recommended by the acoustic consultant shall also be borne by the licensee/operator and carried out within a time frame set by Council.

(8) Licensed Premises

Notwithstanding compliance with the above, the noise from the licensed premises shall not be audible within any habitable room in any residential premises between the hours of 12 midnight and 7am.

(9) Noise & Vibration – General

The construction of the development and preparation of the site, including operation of vehicles, must be conducted so as to avoid unreasonable noise or vibration and cause no interference to adjoining or nearby occupations. Special precautions must be taken to avoid nuisance in neighbouring residential areas, particularly from machinery, vehicles, warning sirens, public address systems and the like.

In the event of a noise or vibration problem arising, the person in charge of the premises must, when instructed by Kiama Municipal Council or the Accredited Certifier, cease work and carry out an acoustical survey and/or investigation by an appropriate acoustical engineer or consultant and submit the results to Council. The person in charge of the site must implement any or all of the recommendations of the consultant and any additional requirements of Council. Any requirements of Council in this regard must be complied with immediately.

(10) Noise – Construction

All works carried out on site during construction/ demolition/ excavation/ earthworks shall comply with the NSW Protection of the Environment Operations Act 1997, the Department of Environment and Climate Changes' Interim construction noise guideline' and AS 2436-2010 – "Guide to noise and vibration control on construction, demolition and maintenance sites" for the control of construction noise.

Should complaints of a noise nuisance be substantiated, Council may require the acoustic treatment of the premises to ensure compliance with the NSW Department of Environment and Climate Changes "Interim construction noise guideline" and AS 2436-2010 – "Guide to noise and vibration control on construction, demolition and maintenance sites" for the control of construction noise. A further acoustic assessment & report will be required to be provided to Council assessing the premises in working order.

Property Management

- (1) The Gerringong Surf Life Saving Club (GSLSC) is required to enter into a Deed of Agreement for lease with Council prior to the commencement of works.
- (2) The GSLSC is required to enter into a Construction Agreement with the building contractor appointed to undertake the internal fit out and Council prior to the commencement of works.

- (3) The GSLSC is required to enter into a Lease agreement for the use of the premises prior to taking possession and at practical completion of the building.
- (4) The GSLSC will not take possession or keys to the premises until such time as all agreements have been signed by all parties.
- (5) The GSLSC will need to enter into a formal sub-lease arrangement in the event the kiosk is operated by a third party.
- (6) The rental for the surf club will be reviewed at the time of Lease negotiations.

Reasons for the imposition of conditions

- (1) Ensure the building/structure is completed in accordance with the requirements of the Building Code of Australia, applicable Australian Standards and the Environmental Planning and Assessment Act 1979 (as amended). (r001.doc)
- (2) Ensure that adequate access to and throughout the premises is available for persons with a disability. (r020.doc)
- (3) Ensure that an appropriate landscape design is prepared to compliment the design of the proposed development and the character of the area. (r025.doc)
- (4) Minimise any likely adverse environmental impact of the proposed developments. (r040.doc)
- (5) Ensure the open space reserves are available for use and suitable for maintenance by Council's equipment. (r050.doc)
- (6) Ensure existing vegetation is protected from injury or destruction. (r065.doc)
- (7) Minimise any likely damage to the reserve adjacent to the property. (r085.doc)
- (8) Ensure the protection of the amenity and character of land adjoining and in the locality of the proposed development. (r100.doc)
- (9) Ensure the stormwater run off from the site is disposed of in an orderly and satisfactory manner. (r105.doc)
- (10) Minimise any likely adverse impact on the landscape and visual quality of the area as a result of the development. (r115.doc)
- (11) Protect the community from damage or injury from any building material stored on the footpath or road reserve. (r125.doc)
- (12) Ensure the structural stability of the proposed development. (r135.doc)
- (13) Minimise any likely adverse impact on the streetscape and visual quality of the area as a result of the development. (r140.doc)

J Rippon
Director Planning Environment and Communities

Notes

- (1) The applicant shall note that the development consent in no way authorises commencement of construction work. The latter can only be obtained through submission and approval of a satisfactory Construction Certificate Application. (nb025.doc)

This consent does not guarantee compliance with the Disability (Access to Premises – Buildings) Standards 2010. You are advised to consult with your Certifier with respect to the Construction Certificate application and compliance with the Disability (Access to Premises – Buildings) Standards 2010. (nb035.doc)

Sydney Water Approval Required.

For applications for approval of Council approved building plans to check if the proposed construction work affects Sydney Water services please refer to the website www.sydneywater.com.au for:

- Sydney Water Tap in TM
- Guidelines for Building Over/Adjacent to Sydney Water Assets – see Building Developing → Building and Renovating. (nb075.doc)

About this form

- You can use this form to give an Authority to Lodge an Application to Kiama Municipal Council where the owner is not available to sign individual application forms.
- This authority **can only** be made by the owner of the land the subject of any application as detailed in the form below.
- You need to use this form to give an Authority to Lodge an Application to Kiama Municipal Council when submitting an application via the NSW Planning Portal.

| TYPE OF APPLICATION AUTHORITY IS GIVEN FOR | | | |
|--|--|--------------------------|---|
| <input checked="" type="checkbox"/> | Development Application | <input type="checkbox"/> | Complying Development Certificate Application |
| <input type="checkbox"/> | Application to Modify Consent | <input type="checkbox"/> | Application for Review of Determination |
| <input type="checkbox"/> | Construction Certificate Application | <input type="checkbox"/> | Occupation Certificate Application |
| <input type="checkbox"/> | Subdivision Works Certificate Application | <input type="checkbox"/> | Subdivision Certificate Application |
| <input type="checkbox"/> | Building Information Certificate Application | <input type="checkbox"/> | Activities Application |
| <input type="checkbox"/> | Other (specify): | | |

How to complete this form

- Complete all fields that are applicable before submitting the application. Missing information may lead to the subject application being rejected by Council.
- Once completed you must submit this form electronically by email or by the NSW Planning Portal.

| 1. PROPERTY/SITE DETAILS | | | | | |
|--------------------------|------------|----------|----------------|--------|---------|
| Lot: | 1 | Section: | | DP/SP: | 1075959 |
| House No: | | Street: | Pacific Avenue | | |
| Suburb: | Gerringong | | | | |

| 2. APPLICANT DETAILS | | | |
|--|--|---------|--|
| Name/Company: | | Phone: | |
| Contact Name: | | Mobile: | |
| Postal Address: | | | |
| Email: | | | |
| Note: All enquires and correspondence relating to this application will only be discussed with or directly through the nominated contact for the applicant. | | | |

3. PROPOSED DEVELOPMENT DESCRIPTION

Description of development:

- Provide details of the Development described in the associated application.

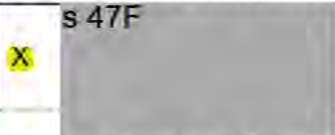
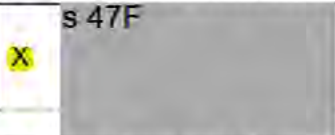
With reference to Application No. 10.2022.32.1 (PAN-198206), we note Council forwarded a request on the portal (case ID AI-465485) for a secondary owner's consent due to the stormwater design impacting the adjoining lot - Lot 1 DP 1075959.

The development relates to the Demolition and construction of a new surf club and kiosk.

4. CONSENT OF OWNERS

This section must be signed by every property owner. If the owner is a Strata Title Body Corporate, consent to lodging the application must be signed by an authorised person under the common seal of the body corporate. If the owner is a company, either the signature of an authorised person identifying their office held, signed under the company seal, or if no company seal, two directors' signatures and their office held, one director and a company secretary and their office held, or in the case of a proprietary company that has a sole director who is also the company secretary – that director's signature and office held.

As the owner/s of the above property, I/we consent to the applicant detailed in section 2 above to lodge the applications nominated at the top of this form and described in section 3 above on our behalf and consent to any subsequent inspections required to be undertaken by Council officers in the assessment of this application.

| | | | |
|---------------------------|---|---------|-------|
| Name/Company: | Kiama Municipal Council | Phone: | s 47F |
| Contact Name: | s 47F CEO | Mobile: | |
| Postal Address: | PO Box 75 KIAMA NSW 2533 | | |
| Signatures of all owners: | <div style="display: flex; justify-content: space-between;"> <div>  </div> <div>  </div> </div> | | |

5. AUTHORITY TO SIGN: Section 127 of the Corporations Law

| | |
|--|---------------------------------|
| Signature of authorised person: | Signature of authorised person: |
| X | X |
| Name of authorised person: | Name of authorised person: |
| | |
| Office held: | Office held: |
| | |
| Important: Every owner must sign this form (or attach a separate letter signed by each owner if more space is required). Incomplete or inaccurate information on this section may result in rejection of the application. | |
| Is the subject land Crown Land? <input type="checkbox"/> No <input type="checkbox"/> Yes – attach Authority | |

6. Disclosure of Political Donations and Gifts

FOI 35-382 - Document 15

This section must be completed and signed by all persons with any financial interest in this application.

Any reportable political **donation** to a **Councillor** and/or **gift** to a **Councillor** or **Council employee** within a two (2) year period before the date of this application must be publicly disclosed.

Are you aware of any person with a financial interest in the application who made a reportable donation or gift in the last two (2) years?

☐ No ☐ Yes

If yes,

Complete and attach a Political Donations and Gifts Disclosure Statement (available from Council's website).

If no,

In signing this application, I undertake to advise the Council in writing if I become aware of any person with a financial interest in this application who has made a political donation or has given a gift in the period from the date of lodgement of this application and the date of determination.

Note: Failure to disclose relevant information is an offence under the Act. It is also an offence to make a false disclosure statement.

7. Conflict of Interest

To ensure transparency in Council's decision-making process and to avoid potential conflicts of interest applicants are to make a declaration as to whether they are a Council employee or are related to a Council employee or Councillor.

I am an employee/Councillor or relative of an employee/Councillor of Kiama Municipal Council

☐ No ☐ Yes

If yes, state name and relationship:

Important Notice:

- I understand that Council will not process applications that are incomplete or non-complying with lodgement requirements. I understand that incomplete applications will be returned to applicants within 14 days (see Council's 'Guide to carrying out Development or an Activity in the Kiama Municipality').
- I also understand that if the information is incomplete, the application may be delayed, rejected or more information may be requested. I acknowledge that if the information provided is misleading, any approval granted may be void.
- I accept delays in processing will arise out of any inadequacies in the material submitted in support of the application.
- I understand that the Council will use the information and materials provided for notification and advertising purposes and that material provided will be made available to the public for inspection and copying at Council's Administration Building and on Council's website.

Owner Name: (print name)

Owner signature:

Date:

X

PRIVACY & PERSONAL INFORMATION PROTECTION NOTICE

Purpose of collection: We are collecting your personal information in order to enable Council to assess this application in accordance with the *Environmental Planning and Assessment Act 1979*.

Intended recipients: The intended recipient of the information is Kiama Municipal Council.

Supply: While the supply of this information is voluntary, the personal information you provide will enable Council to assess this application in accordance with the *Environmental Planning and Assessment Act 1979*. If you cannot provide this information, Council will be unable to process your application(s).

Access/Correction: The personal information can be accessed by you and may be available to third parties in accordance with the Government Information (Public) Access Act and Council's Privacy Management Plan.

Your personal information may be disclosed to third parties for the purpose of compliance with the Government Information (Public) Access Act, Council's Privacy Management Plan or if otherwise required by law.

You may make an application for access or amendment to personal information held by Council. We will consider any such application in accordance with the *Privacy and Personal Information Protection Act 1998*.

Storage: Kiama Council is the agency that holds the personal information. Council may be contacted on 02 4232 0444, or by email to: council@kiama.nsw.gov.au or at 11 Manning Street, Kiama. NSW. 2533.

OFFICIAL



Australian Government

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

Commonwealth Standard Grant Agreement
between the Commonwealth represented by

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

**ABN 86 267 354 017
and**

Gerringong Surf and Life Saving Club Inc
69 219 855 751

Gerringong Surf Life Saving Club New Clubhouse

Contents

| | |
|--|-----------|
| Grant Agreement PCIP0031 | 5 |
| Parties to this Agreement | 5 |
| The Grantee | 5 |
| The Commonwealth | 5 |
| Background | 5 |
| Scope of this Agreement | 5 |
| Grant Details PCIP0031 - Gerringong Surf Life Saving Club New Clubhouse | 7 |
| A. Purpose of the Grant | 7 |
| B. Activity | 7 |
| C. Duration of the Grant | 8 |
| D. Payment of the Grant | 8 |
| E. Reporting | 10 |
| F. Party representatives and address for notices | 13 |
| F.1 Grantee's representative and address | 13 |
| F.2 Commonwealth representative and address | 13 |
| G. Activity Material | 13 |
| Supplementary Terms from Clause Bank | 14 |
| 1. Other Contributions | 14 |
| 2. Activity Budget | 14 |
| 3. Intellectual property in Activity Material | 14 |
| 3A. Intellectual property – research | 15 |
| 3B. Creative Commons licence | 15 |
| 4. Access/Monitoring/Inspection | 15 |
| 5. Equipment and Assets | 15 |
| 6. Specified Personnel | 15 |
| 7. Relevant qualifications, licences, permits, approvals or skills | 16 |
| 8. Vulnerable Persons | 16 |
| 9. Child safety | 16 |
| 10. Commonwealth Material, facilities and assistance | 16 |
| 11. Jurisdiction | 16 |
| 12. Grantee trustee of Trust | 16 |
| 13. Fraud | 16 |
| 14. Prohibited dealings | 16 |
| 15. Anti-corruption | 16 |
| 16. Step-in rights | 17 |
| 17. Grant Administrator | 17 |

| | |
|--|-----------|
| 18. Management Adviser | 18 |
| 19. Indemnities | 19 |
| 20. Compliance with Legislation and policies | 19 |
| 21. Work health and safety | 19 |
| 22. Transition | 19 |
| 23. Corporate governance | 19 |
| 24. Counterparts | 19 |
| 25. Employees subject to SACS Decision | 20 |
| 26. Program interoperability with National Disability Insurance Scheme | 20 |
| 27. Rollover of surplus and uncommitted funds | 20 |
| 28. Secret and Sacred Indigenous Material | 20 |
| Signatures | 21 |
| Schedule 1: Commonwealth Standard Grant Conditions | 22 |
| 1. Undertaking the Activity | 22 |
| 2. Payment of the Grant | 22 |
| 3. Acknowledgements | 22 |
| 4. Notices | 22 |
| 5. Relationship between the Parties | 23 |
| 6. Subcontracting | 23 |
| 7. Conflict of interest | 23 |
| 8. Variation, assignment and waiver | 23 |
| 9. Taxes, duties and government charges | 24 |
| 10. Spending the Grant | 24 |
| 11. Repayment | 24 |
| 12. Record keeping | 25 |
| 13. Reporting, liaison and review | 25 |
| 14. Privacy | 25 |
| 15. Confidentiality | 26 |
| 16. Insurance | 26 |
| 17. Intellectual property | 26 |
| 18. Dispute resolution | 27 |
| 19. Reduction, Suspension and Termination | 27 |
| 20. Cancellation or reduction for convenience | 28 |
| 21. Survival | 29 |
| 22. Definitions | 29 |
| Schedule 2: Capital Works Clauses | 31 |
| 1. Definitions | 31 |

| | | |
|-----|---|-----------|
| 2. | Approvals | 31 |
| 3. | Commencement..... | 32 |
| 4. | Construction standards..... | 32 |
| 5. | Material variations to the Capital Works..... | 32 |
| 6. | Latent Conditions and other Site conditions | 33 |
| 7. | Practical Completion..... | 33 |
| 8. | Defects after Practical Completion | 34 |
| 9. | Assets | 34 |
| 10. | Real Property | 35 |
| 11. | Purposes Deed | 36 |
| 12. | Designated Use | 36 |
| 13. | Activities on Native Title Land..... | 37 |
| 14. | Activities on Land Rights Land | 38 |
| 15. | Environmental obligations | 39 |
| 16. | Work Health and Safety Accreditation Scheme..... | 40 |
| | Annexure A – Capital Works Particulars | 41 |

Grant Agreement PCIP0031

Once completed, this document, together with each set of Grant Details, the Commonwealth Standard Grant Conditions (Schedule 1) and the Capital Works clauses (Schedule 2), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

| Grantee | Details |
|---|--|
| Full legal name of Grantee | Gerringong Surf and Lifesaving Club Inc |
| Legal entity type (e.g. individual, incorporated association, company, partnership etc) | Incorporated association |
| Trading or business name | Gerringong Surf and Lifesaving Club Inc |
| Any relevant licence, registration or provider number | N/A |
| Australian Company Number (ACN) or other entity identifiers | N/A |
| Australian Business Number (ABN) | 69 219 855 751 |
| Registered for Goods and Services Tax (GST)? | Yes |
| Date from which GST registration was effective? | 21 July 2000 |
| Registered office address (physical/postal) | Lot 1 & 2 – DP1075959 Pacific Avenue, Warri Beach NSW 2534 |
| Relevant business place address (if different) | As Above |
| Telephone | s 47F |
| Email | hello@gerringongsurfclub.com |

The Commonwealth

The Commonwealth of Australia is represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts of 111 Alinga Street, Canberra, ACT 2601.

ABN 86 267 354 017

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Capital Works Clauses (Schedule 2) including the Annexure to Schedule 2;
- (d) the Standard Grant Conditions (Schedule 1);
- (e) the Grant Details; and
- (g) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

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

Grant Details PCIP0031 - Gerringong Surf Life Saving Club New Clubhouse

A. Purpose of the Grant

The purpose of the Grant is to support community and sporting infrastructure through the construction of a new clubhouse for the Gerringong Lifesaving Club.

This Grant is being provided under Priority Community Infrastructure Program, (the **Program**) and these Grant Details form part of the Agreement between the Commonwealth and the Grantee as of the date of execution of this agreement for the Gerringong Surf Lifesaving Club New Clubhouse project.

The Grant is being provided as part of the Program.

B. Activity

The Grantee must deliver the Gerringong Surf Life Saving Club New Clubhouse project (the Project), which is the construction of a new two storey surf lifesaving clubhouse at Lots 1 & 2 – DP1075959 Pacific Avenue, Werri Beach, NSW, including the following Activities:

- final designs;
- demolition of the existing structure;
- a ground floor of at least 600m² consisting of:
 - surf boat storage area of at least 200m²
 - gym area of at least 100m², including associated fit-out
 - male and female change rooms including showers and toilets
 - first aid room with adjoining accessible toilet and shower
 - male, female and accessible public toilets
 - patrol area storage of at least 100m²
 - stairwell and lift;
- a first floor of at least 520m² consisting of:
 - at least 2 adjoining multi-purpose rooms
 - male and female bathrooms
 - at least one accessible bathroom
 - a commercial kitchen area, including a cool room
 - a member's area including bar area and fridges
 - an outdoor deck area of at least 350m²; and
- improvements to outdoor areas including:
 - a new kiosk
 - bike racks
 - outdoor shower area with at least 4 showers

The Grantee must undertake the Activity so as to meet the following outcomes:

- Provision of new community infrastructure through the construction of a new clubhouse that improves social cohesion and encourages the community to thrive, both economically and socially.

The Grantee must complete the milestones specified in the table below by the corresponding due date. If the Grantee does not complete a milestone described as a critical milestone by the corresponding due date, the parties agree that the Commonwealth may treat such failure as a breach of this Agreement incapable of remedy for the purposes of clause 19 of Schedule 1 (Commonwealth Standard Grant Conditions).

| Milestone | Critical Milestone (Yes/No) | Due Date |
|------------------------|-----------------------------|----------|
| No critical milestones | | |

The Grantee must maintain and operate the completed Capital Works for five years following the Date for Practical Completion (**Operational Period**). During the Operational Period, the Grantee must, if requested by the Commonwealth to do so, promptly provide evidence to the Commonwealth that the completed Capital Works are maintained and operational.

C. Duration of the Grant

The Activity starts on the date this Agreement is executed by both parties.

The Project completion date is 3 March 2025.

The Activity (other than the provision of any final reports) ends on the Commonwealth's acceptance in writing of the Activity Completion Report which is the **Activity Completion Date**.

The Agreement ends on the Commonwealth's acceptance in writing of the Activity Completion Report (the **Agreement End Date**).

D. Payment of the Grant

Subject to the terms of this Agreement, the total amount of the Grant is \$5,500,000 (GST excl).

GST is payable on the Grant.

Interest can be earned on the Grant.

The Grantee's nominated bank account into which the Grant is paid is:

| Bank Name | Account Name | BSB Number | Account Number |
|--------------|------------------------------------|------------|---|
| Bendigo Bank | Gerringong Surf & Life Saving Club | 476 000 | 1234 5678 9010 1111 2222 3333 4444 5555 6666 7777 8888 9999 |

Subject to any right of the Commonwealth to withhold payment of the Grant under clause 2.2 of

Schedule 1, the Grant will be paid in instalments by the Commonwealth upon satisfactory completion of the agreed payment milestones as set out in the table in Item E below.

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

Be emailed and addressed to the:

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

GPO Box 594

CANBERRA ACT 2601

Email: PCIP@infrastructure.gov.au

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

E. Reporting

The Grantee agrees to create the following reports in the form specified by the Commonwealth and to provide the reports to the Commonwealth representative in accordance with the following:

| Report | Milestone(s) / Information covered by the Report | Milestone Completion Date | Payment amount (GST Exclusive) | Due Date for Report | Due Date for Funding Payment |
|----------------------|---|---------------------------------|--------------------------------------|------------------------|---|
| N/A | On execution of agreement | On execution of agreement | \$550,000 | N/A | 14 Days from execution of agreement |
| Progress Report 1 | <p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> confirmation of final designs; confirmation of final costs for Stage One Construction; if clause 16.3 of Schedule 2 applies, confirmation that the contractor is compliant with the WHS Accreditation Scheme; confirmation of lease arrangements; a construction certificate has been issued for demolition, foundations and inground services; and 30% of the Project as defined at Item B is completed and certified by the Project Manager Quantity, Surveyor or similar. | 01/03/2024 | \$1,100,000 | 01/04/2024 | 14/04/2024 |

| Report | Milestone(s) / Information covered by the Report | Milestone Completion Date | Payment amount (GST Exclusive) | Due Date for Report | Due Date for Funding Payment |
|----------------------|--|---------------------------------|--------------------------------------|------------------------|---------------------------------|
| Progress Report 2 | <p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> Confirmation of final costs for Stage 2 Construction; A construction certificate has been issued for the remaining construction; and 50% per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar. | 03/06/2024 | \$1,100,000 | 01/07/2024 | 15/07/2024 |
| Progress Report 3 | <p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> 70 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar | 02/09/2024 | \$1,100,000 | 30/09/2024 | 14/10/2024 |

| Report | Milestone(s) / Information covered by the Report | Milestone Completion Date | Payment amount (GST Exclusive) | Due Date for Report | Due Date for Funding Payment |
|----------------------------------|---|---------------------------------|--------------------------------------|------------------------|---------------------------------|
| Progress Report 4 | <p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> 90 per cent of the Project is completed and certified by the Project Manager, Quantity Surveyor, or similar; and an Event Invitation has been submitted to the Commonwealth as required. | 09/12/2024 | \$1,100,000 | 06/01/2024 | 20/01/2025 |
| Activity Completion Report | <p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> the Activity at item B of the Schedule is completed and certified by the Project Manager, Quantity Surveyor, or similar; an independently audited financial acquittal report verifying the Grant payments made to date have been spent in accordance with this Agreement; and the Project is fully operational. | 03/03/2025 | \$550,000 | 5/05/2025 | 19/05/2025 |

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

F. Party representatives and address for notices

F.1 Grantee's representative and address

| Grantee Representative | Details |
|-----------------------------|---|
| Name | s 47F |
| Position | President |
| Postal/physical address(es) | PO Box 50 Gerringong NSW 2534 Lot 1 – DP1075959 Pacific Avenue, Werri Beach NSW 2534 |
| Business hours telephone | s 47F |
| Mobile | As Above |
| E-mail | s 47F @gerringongsurfclub.com |
| Alternative contact | s 47F @gmail.com |

F.2 Commonwealth representative and address

| Commonwealth Representative | Details |
|-----------------------------|-------------------------------|
| Name | s 22(1)(a)(ii) |
| Position | Assistant Secretary |
| Postal address | GPO Box 594 CANBERRA ACT 2601 |
| Business hours telephone | 1800 044 938 |
| E-mail | PCIP@infrastructure.gov.au |

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Activity Material

Not applicable

Supplementary Terms from Clause Bank

1. Other Contributions

1.1 In this Agreement, Other Contributions means the financial or in-kind contributions other than the Grant set out in the following table:

| Contributor | Nature of Contribution | Cash contribution \$ (GST excl) | In-kind contribution \$ (GST excl) | Timing |
|---|------------------------|---------------------------------|------------------------------------|-----------------------------|
| NSW Government – Surf Club Facility Program 2022/23 | Cash | 490,000 | N/A | For the term of the project |

1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided or used in accordance with this clause, then the Commonwealth may:

- suspend payment of the Grant until the Other Contributions are provided; or
- terminate this Agreement in accordance with clause 19 of this Agreement.

2. Activity Budget

2.1 The Grantee agrees to use the Grant and any Other Contributions and undertake the Activity consistently with the Activity Budget in the following table:

| Expenditure | Description | Grant Contributions | Other Contributions – | Other Contributions - | Total Cost |
|---|---------------------|---------------------|-----------------------|-----------------------|-------------|
| Construction of the new Gerringong Surf Lifesaving Club Clubhouse | Project expenditure | \$5,500,000 | Nil | \$490,000 | \$5,990,000 |

3. Intellectual property in Activity Material

- The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.
- The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material for Commonwealth Purposes.
- The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause 3.2) will not infringe any third party's Intellectual Property Rights.

- 3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material, to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

3A. Intellectual property – research

Not Applicable

3B. Creative Commons licence

Not Applicable

4. Access/Monitoring/Inspection

- 4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:
- access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
 - permission to inspect and take copies of any Material relevant to the Activity.
- 4.2 The Auditor-General and any Information Officer under the Australian Information Commissioner Act 2010 (Cth) (including their delegates) are persons authorised for the purposes of clause 4.1.
- 4.3 This clause 4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and Assets

- 5.1 In this Agreement:
Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant excluding Activity Material, Intellectual Property Rights.
- 5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset apart from those listed in the Activity Budget and/or detailed below: Not Applicable
- 5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired with the Grant.
- 5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.
- 5.5 The Grantee agrees to maintain a register of all Assets at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

| Item Number | Description | Date of acquisition | Grant Contributions | Other Contributions - Grantee | Other Contributions – Third Parties |
|--------------------|--|---------------------|---|--|--|
| [insert reference] | [insert description of the equipment or asset] | | [insert amount of Grant contributed to this item] | [insert amount of Grantees own funds contributed to this item] | [insert amount of other sources of funding contributed to this item] |

- 5.6 On expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

6. Specified Personnel

Not Applicable

7. Relevant qualifications, licences, permits, approvals or skills

7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

Not Applicable

9. Child safety

Not Applicable

10. Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

11.1 This Agreement is governed by the law of Australian Capital Territory ACT.

12. Grantee trustee of Trust

Not Applicable

13. Fraud

13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

13.3 If the Grantee becomes aware of:

- a) any Fraud in relation to the performance of the Activity; or
 - b) any other Fraud that has had or may have an effect on the performance of the Activity;
- then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB15.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

13.6 This clause survives the termination or expiry of the Agreement.

14. Prohibited dealings

Not Applicable

15. Anti-corruption

15.1 In this Agreement, **Illegal or Corrupt Practice** means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).

15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.

16. Step-in rights

16.1 If:

- (a) the Commonwealth issues a notice under clause 2.2 of Schedule 1;
- (b) an event in clause 19.3.1.c of Schedule 1 occurs; or
- (c) the Grantee requests that the Commonwealth exercise its rights under this clause, the Commonwealth may, at its discretion, give a notice to the Grantee that the Commonwealth intends to exercise its rights under this clause CB16 and the date from which this notice will take effect (Step In Notice).

16.2 From the date specified in the Step-in Notice:

- (a) other than as directed by the Commonwealth, the Grantee will cease being responsible for the performance of the Activity;
- (b) the Commonwealth may, acting on its own behalf or through a nominee, take any step to manage the Activity that is reasonably necessary as determined by the Commonwealth and having regard to the trigger event(s) giving rise to the relevant Step-in Notice;
- (c) the Commonwealth's obligation to pay the Grant is suspended; and
- (d) the Grantee agrees to provide all reasonable assistance and comply with any direction of the Commonwealth to enable the Commonwealth to exercise its rights under this clause and manage the Activity.

16.3 The Commonwealth may withdraw the Step-in Notice if in the Commonwealth's reasonable opinion:

- (a) the circumstances giving rise to the trigger event have ceased or are able to be appropriately managed by the Grantee; and
- (b) the Grantee will otherwise be able to comply with its obligations under this Agreement.

16.4 The Commonwealth will by written notice advise the Grantee of:

- (a) the date when the Step-in Notice will be withdrawn and the Grantee will resume responsibility for the Activity; and
- (b) the amount by which the Grant will be reduced, which will be proportionate to the costs incurred by the Commonwealth in exercising its rights under this clause.

17. Grant Administrator

17.1 If the Commonwealth issues a notice under clause 2.2 of Schedule 1 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (Grant Administrator).

17.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

17.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

- (a) the proposed period of the appointment;
- (b) the roles and responsibilities of the Grant Administrator; and
- (c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

17.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

17.5 The Grantee agrees to:

- (a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;
- (b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and
- (c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

17.6 A Grant Administrator that provides a report to the Commonwealth:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide reports under this Agreement.

17.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

18. Management Adviser

18.1 If the Commonwealth issues a notice under a clause 2.2 of Schedule 1, the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (Management Adviser), which may include:

- (a) advising the Grantee on:
 - (i) the Grantee's operations and corporate governance arrangements;
 - (ii) the management of the Activity;
 - (iii) the management of the Grantee's personnel;
- (b) with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
- (c) cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
- (d) providing any other advice to the Grantee that the Commonwealth requires.

18.2 The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:

- (a) the proposed period of the appointment;
- (b) the proposed roles and responsibilities of the Management Adviser; and
- (c) if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.

18.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and where practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to CB18.2 to provide the Commonwealth with reasons why a Management Adviser should not be appointed.

18.4 Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.

18.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the Management Adviser in relation to the performance of this Agreement.

18.6 A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:

- (a) does so independently of the Grantee; and
- (b) does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

18.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an

agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

19. Indemnities

- 19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- 19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

20. Compliance with Legislation and policies

- 20.1 In this Agreement, Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority
- 20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- 20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

21. Work health and safety

- 21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.
- 21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause 21.1.
- 21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. Transition

Not Applicable

23. Corporate governance

- 23.1 In this Agreement, **Constitution** means (depending on the context):
- (a) a company's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
 - (b) in relation to any other kind of body:
 - (i) the body's charter or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.
- 23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.
- 23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

24. Counterparts

- 24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

25. Employees subject to SACS Decision

Not Applicable

26. Program interoperability with National Disability Insurance Scheme

Not Applicable

27. Rollover of surplus and uncommitted funds

Not Applicable

28. Secret and Sacred Indigenous Material

28.1 In this clause:

Aboriginal Person has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth);**Aboriginal Tradition** has the meaning given in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);**Indigenous Person means** a person who is or identifies and is accepted as an Aboriginal Person or a Torres Strait Islander;**Secret and Sacred Indigenous Material** means all information, knowledge or Material of special spiritual, cultural or customary significance which is considered to be sacred or of significance by an Indigenous Person or according to Aboriginal Tradition; and**Torres Strait Islander Person** has the same meaning given in the *Aboriginal and Torres Strait Islander Act 2005* (Cth).

28.2 The parties agree that, for the purposes of this Agreement:

- (a) the definition of Activity Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (b) the definition of Reporting Material in clause 22 excludes any Secret and Sacred Indigenous Material;
- (c) the record keeping requirements in clause 12 do not apply to any Secret and Sacred Indigenous Material; and
- (d) any Secret and Sacred Indigenous Material is the confidential information of the relevant Indigenous Person or Indigenous community.

28.3 The Grantee agrees to inform the Commonwealth of the existence of Secret and Sacred Indigenous Material relevant to the performance of the Activity which is not disclosed to the Commonwealth due it being Secret and Sacred Indigenous Material.

Signatures

Executed as an agreement:

Commonwealth:

| | |
|--|---|
| | Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts, ABN: 86 267 354 017 |
| Name (Print): Assistant Secretary Major Projects and Governance | s 22(1)(a)(ii) |
| Signature: | s 22(1)(a)(ii) A/g AS |
| Date: | 11/12/23 |
| Witness Name (Print): Major Projects and Governance | s 22(1)(a)(ii) |
| Signature: | s 22(1)(a)(ii) |
| Date: | 11/12/2023 |

| | |
|---|--|
| Full legal name of the Grantee: | Gerringong Surf and Lifesaving Club Inc ABN: 69 219 855 751 |
| Public Officer's Name (Print): | s 47F |
| Signature: | s 47F |
| Date: | 07/12/2023 |
| Witness Company Member/Secretary Name (Print): | s 47F |
| Signature: | s 47F |
| Date: | 07/12/2023 |

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme (www.nationalredress.gov.au) set out under the relevant grant opportunity guidelines to receive the Grant.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

4.3 A notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual receipt by the addressee.

4.4 A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.

4.5 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 8.

5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

Commonwealth Standard Grant Conditions

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity Completion Date, and each 12-month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
 - (b) is additional to the requirements of the Activity;
- then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
 - (d) require the Grantee to deal with that amount as directed by the Commonwealth; or

(e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting, liaison and review

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

Commonwealth Standard Grant Conditions

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to effect and maintain for as long as any obligations remain in connection with this Agreement:

- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance;
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination**19.1 Reduction in scope of agreement for fault**

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
 - (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
 - (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;
- the Commonwealth may by written notice:
- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
 - (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

Commonwealth Standard Grant Conditions

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- (d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

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

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- Supplementary Terms 4 (Access/Monitoring/Inspection)
- Supplementary Terms 9 (Child safety)
- Supplementary Terms 13 (Fraud)
- Supplementary Terms 14 (Prohibited Dealings)
- Supplementary Terms 15 (Anti-corruption)
- Supplementary Terms 20 (Compliance with Legislation and policies)
- Supplementary Terms 21 (Work health and safety); and

Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.

Commonwealth Standard Grant Conditions

- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- Date for Practical Completion is as set out in the Capital Works Particulars in Schedule 2.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Schedule 2: Capital Works Clauses

1. Definitions

In this Agreement, unless the contrary appears:

Activity means the activity described in the Grant Details and includes the Capital Works, the use of the Capital Works for the Designated Use and the provision of the Reporting Material.

Activity Period means the period commencing on the Activity start date set out in the Grant Details and ending on the Activity Completion Date.

Approval means any licence, permit, consent, approval, determination, certificate or other requirement of any authority, body or other organisation having any jurisdiction in connection with the Capital Works or the carrying out of the Activity or under any applicable statutory requirement, which must be obtained or satisfied to perform the Activity.

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, with a value at that time of \$10,000 (inclusive of GST) or more, excluding Activity Material, Intellectual Property Rights and Real Property (including any property once it becomes part of Real Property).

Capital Works means any part of the Activity that comprises construction and building activities and includes the Capital Works specified in the Capital Works Particulars.

Capital Works Particulars means the particulars set out in the Annexure to this Agreement.

Capital Works Site means the site described in the Capital Works Particulars where the Capital Works are to be carried out, and any item or property which is affixed to that site.

Defect means any defect, shrinkage, fault, error or omission in the Capital Works and includes any feature of the Capital Works which does not comply with this Agreement or otherwise makes the Capital Works not fit for the Designated Use.

Designated Use means the use specified in the Capital Works Particulars.

Designated Use Period means the period, specified in the Capital Works Particulars, during which the Site must be used for the Designated Use.

Real Property means the real property listed in the Capital Works Particulars.

Site means the site or sites described in the Capital Works Particulars, any item which is affixed to the site or sites, and any site or sites where the Activity is carried out, and includes the Capital Works Site.

2. Approvals

The Grantee agrees to obtain all Approvals, including those specified in the Capital Works Particulars, necessary to commence and perform the Activity in accordance with this Agreement and must deliver a copy of satisfactory written evidence of each Approval to the Commonwealth by the date(s) specified in the Capital Works Particulars.

- 2.1 If the Grantee does not obtain the necessary Approvals in accordance with clause 2.1 of this Schedule, the Commonwealth may, at its sole discretion:
- (a) withhold payment of any amount of the Grant in accordance with clause 2 of Schedule 1; or
 - (b) terminate this Agreement in accordance with clause 19 of Schedule 1.

Capital Works Clauses

3. Commencement

- 3.1 In this clause, **Force Majeure Event** means a circumstance or event which was not contemplated by the Grantee and which could not reasonably have been foreseen by the Grantee at the Activity start date set out in the Grant Details, and is beyond the Grantee's reasonable control, including acts of God, war, terrorism or other hostility, natural or international disaster, fire, explosion, power failure, strike or lockout, but does not include circumstances caused by acts or omissions of the Grantee or its officers, employees, subcontractors or agents.
- 3.2 The Grantee agrees to:
- a) comply with any preconditions to commencing the Activity specified in the Capital Works Particulars; and
 - b) commence the Activity by the date specified in the Capital Works Particulars, unless the Commonwealth agrees otherwise in writing or the Grantee is prevented by a Force Majeure Event.
- 3.3 The Grantee agrees to notify the Commonwealth in writing that it has commenced the Activity within five business days of that commencement.
- 3.4 If the Grantee fails to commence the Activity in accordance with clause 3.2 of this Schedule, the Commonwealth may, at its sole discretion:
- a) give the Grantee notice requiring the Grantee to repay any amount of the Grant that has been paid in accordance with clause 11.2 of Schedule 1;
 - b) withhold payment of any amount of the Grant in accordance with clause 2 of Schedule 1; or
 - c) terminate this Agreement in accordance with clause 19 of Schedule 1.

4. Construction standards

- 4.1 The Grantee agrees to ensure that:
- a) all aspects of the Capital Works are carried out by qualified tradespeople or professionals who:
 - i. use workmanship of a standard consistent with the best Australian industry standards for work of a similar nature; and
 - ii. are registered with the relevant Australian state, territory or national accreditation bodies that regulate the activities of members of that particular trade or profession in each jurisdiction where the Capital Works are carried out;
 - b) all activity relating to the Capital Works is carried out in accordance with all legal requirements and standards applicable to the building, construction or fit-out being undertaken;
 - c) all materials used in the Capital Works comply with any requirements set out in this Agreement and are of merchantable quality, fit for their purpose and consistent with the nature and character of the Capital Works; and
 - d) the Capital Works comply with all relevant standards of Standards Australia.

5. Material variations to the Capital Works

- 5.1 The Grantee agrees not to vary, or enter into any agreement to vary, the Capital Works in any material way without the prior written consent of the Commonwealth.
- 5.2 For the purposes of clause 5.1 of this Schedule, a variation to the Capital Works will be material if it would, or might reasonably be expected to, have an effect on the:
- a) price of the Capital Works or Activity generally;
 - b) budget for the Capital Works or Activity generally;
 - c) milestones or timeframes for completion of the Capital Works or Activity generally;
 - d) fitness of the completed Capital Works for the Designated Use;
 - e) Approvals obtained in relation to the Capital Works or Activity generally; or
 - f) location of the Capital Works or the Activity generally.

6. Latent Conditions and other Site conditions

- 6.1 In this clause, **Latent Condition** means any ground conditions at the Site where the Activity is to take place, excluding ground conditions resulting from inclement weather, which differ materially from those which should have been anticipated by a prudent, competent and experienced professional.
- 6.2 The Grantee agrees to ensure that:
- a) the Site is suitable for carrying out the Activity; and
 - b) there are no Latent Conditions existing at the Site that may affect the Grantee's ability to perform or complete the Activity in accordance with this Agreement.
- 6.3 If, at any time during the performance of the Activity, a Latent Condition or other condition is discovered at the Site that may affect the performance or completion of the Activity, the Grantee agrees to:
- a) immediately notify the Commonwealth;
 - b) give the Commonwealth any details it reasonably requires as to the condition, its causes, and its anticipated effect on the Activity;
 - c) allow the Commonwealth, and any person the Commonwealth nominates, access to the Site at all reasonable times to inspect and investigate the condition; and
 - d) take all steps necessary to avoid (or, if the condition cannot be avoided, to mitigate) the impacts of the condition on the performance and completion of the Activity.
- 6.4 The Commonwealth may direct the Grantee to vary the Activity to overcome any Latent Condition or other condition at the Site that would or may adversely affect the Grantee's ability to perform or complete the Activity in accordance with this Agreement or otherwise comply with this Agreement. Any such direction does not limit the Commonwealth's rights under clause 6.5 of this Schedule below.
- 6.5 If, in the Commonwealth's reasonable opinion, a condition referred to at clause 6.3 of this Schedule is a Latent Condition:
- a) the Grantee agrees that all steps the Grantee takes (and that any third party takes on the Grantee's behalf) to avoid or mitigate the impacts of the Latent Condition in accordance with clause 6.3(d) of this Schedule are entirely at the Grantee's own risk and expense and will not be paid for using any of the Grant; and
 - b) the Commonwealth may, at any time following the identification of the Latent Condition, terminate this Agreement under clause 19 of Schedule 1 if the Commonwealth considers that:
 - i. the impacts of the Latent Condition cannot be avoided or mitigated cost effectively in a way that will enable the Activity to be completed by the Activity Completion Date and in accordance with this Agreement; or
 - ii. the Grantee failed to avoid or mitigate the impacts of the Latent Condition in accordance with clause 6.3(d) of this Schedule within a reasonable time.
- 6.6 The Commonwealth's termination of this Agreement under clause 6.5(b) of this Schedule does not limit the Grantee's obligations under clause 6.3 of this Schedule.

7. Practical Completion

- 7.1 The Grantee agrees to ensure that the Capital Works achieve practical completion in accordance with clause 7.2 of this Schedule on or before the Date for Practical Completion set out in the Capital Works Particulars.
- 7.2 To achieve practical completion:
- (a) the Capital Works must be:
 - (i) complete and free from Defects, except for those that:
 - A. are of a minor nature;
 - B. it is not reasonably practicable for the Grantee to make good immediately;
 - C. can exist or be made good without significantly inconveniencing users of the site; and

Capital Works Clauses

- D. do not cause any legal or physical impediment to the use and occupation of the Site and the Capital Works for the Designated Use; and

(ii) fit for the Designated Use;

(b) the Grantee must provide the Commonwealth with written certification by a registered and qualified builder, architect or engineer that has inspected the Capital Works on their completion that:

- (i) the Capital Works meet all the requirements of clause 7.2(a) of this Schedule and all other requirements set out in this Agreement; and
(ii) all statutory requirements have been complied with.

8. Defects after Practical Completion

- 8.1 In this clause, **Date of Practical Completion** means the date on which practical completion under clause 7.2 of this Schedule is achieved.
- 8.2 The Grantee agrees to promptly rectify any Defect in the Capital Works, including those which become apparent after the Date of Practical Completion and during the Designated Use Period before the Agreement End Date.

9. Assets

Acquisition and ownership

- 9.1 The Grantee agrees not to use the Grant to acquire or create any Asset, apart from those detailed in the Capital Works Particulars, without obtaining the Commonwealth's prior written approval. The Commonwealth may grant that approval subject to conditions.
- 9.2 The Grantee agrees to ensure that:
- a) it owns all Assets acquired or created in its own right, unless the Commonwealth gives its prior written consent to the Commonwealth or a third party owning the relevant Asset; and
 - b) if an Asset is owned by a third party, the terms of the arrangement to use the Asset are consistent with the Grantee's responsibilities regarding the Asset in clause 9.3 of this Schedule.

Grantee's responsibilities

- 9.3 Throughout the Activity Period, the Grantee agrees to:
- a) use each Asset in accordance with this Agreement and for the Designated Use;
 - b) not encumber or dispose of any Asset, or deal with or use any Asset other than in accordance with this clause, without the Commonwealth's prior written approval;
 - c) safeguard all Assets against theft, loss, damage and unauthorised use;
 - d) maintain all Assets in good working order;
 - e) take out and maintain all appropriate insurances for all Assets to their full replacement value, noting any interest of the Commonwealth in the Asset under this Agreement, and provide satisfactory written evidence of this to the Commonwealth when requested;
 - f) maintain registration and licensing of each Asset required by law to be registered or licensed;
 - g) take full responsibility for, and bear all risks relating to, the use or disposal of all Assets; and
 - h) if specified in the Capital Works Particulars, maintain an Asset Register in the form and with the details described there, and provide copies of the Asset Register to the Commonwealth when requested.

Sale or disposal of Asset

- 9.4 If the Grantee disposes of an Asset which it owns during the Activity Period, the Grantee agrees to account for the proportion of the Asset's market value that was met by the Grant as part of the Grant, and to use that amount for the Activity.

Loss or damage of Asset

- 9.5 If any Asset owned by the Grantee is lost, damaged or destroyed during the Activity Period, the Grantee agrees:

- a) to promptly reinstate the Asset, including from the proceeds of the insurance;
- b) that this clause 9 of this Schedule will apply to the reinstated Asset; and
- c) to notify the Commonwealth of any surplus insurance proceeds, account for that surplus as part of the Grant and use that amount for the Activity.

End of the Activity

9.6 After the Activity Completion Date or the earlier termination of this Agreement, the Commonwealth may, by written notice, require the Grantee to deal with any Asset, other than an Asset owned by a third party, in accordance with the Commonwealth's directions.

10. Real Property**Definition**

10.1 In this clause, **Operational Period** means the period commencing on the Activity start date set out in the Grant Details and ending on the Agreement End Date.

Purchase of Real Property

10.2 The Grantee must not spend any part of the Grant on any Real Property.

Outgoings

10.3 The Grantee agrees to pay all rents, rates, taxes, levies and other outgoings of any nature in relation to the Real Property. The Grantee agrees not to use the Grant to pay rent or other disallowed outgoings set out in the Capital Works Particulars.

Right to undertake Capital Works at the Capital Works Site

10.4 Before the Grantee commences the Capital Works, the Grantee agrees to ensure that the Grantee has a legal right or interest acceptable to the Commonwealth that permits the Grantee to occupy and carry out the Capital Works at the Capital Works Site, whether by way of fee simple, lease, agreement to lease, licence or otherwise.

10.5 The Grantee agrees to provide the Commonwealth with copies of all relevant documentation regarding its interest in and right to occupy and carry out the Capital Works at the Capital Works Site within 10 business days of a request by the Commonwealth for such documentation.

Grantee's responsibilities

10.6 Throughout the Operational Period, the Grantee agrees to:

- a) hold the Real Property securely and safeguard it against theft, loss, damage or unauthorised use
- b) maintain the Real Property in good condition;
- c) take out and maintain all appropriate insurances for the Real Property to its full replacement cost and use that insurance to rectify any damage to or destruction of the Real Property. This clause continues to apply to the Real Property once any damage or destruction is rectified. The Grantee agrees to notify the Commonwealth of any surplus from the proceeds of this insurance and to use and account for that surplus as part of the Grant;
- d) effect and maintain any registration and licensing of the Real Property required by law;
- e) be fully responsible for, and bear all risks relating to, the use or disposal of the Real Property; and
- f) if required by the Commonwealth, maintain a Real Property Register in the form and containing the details as set out in the Capital Works Particulars, and provide the Commonwealth with a copy of the Real Property Register on request.

Capital Works Clauses

Security

10.7 If the Commonwealth requests, the Grantee agrees to take all action necessary to grant the Commonwealth a security, including in the form of a charge or mortgage, over the Real Property on terms acceptable to the Commonwealth.

Dealings

10.8 The Grantee agrees to obtain the Commonwealth's prior written consent before:

- a) disposing of any Real Property during the Operational Period; or
- b) ceasing to use any Real Property for the Designated Use.

10.9 If the Grantee disposes of any Real Property during the Operational Period, or ceases to use any Real Property for the Designated Use without the prior written consent of the Commonwealth, the Commonwealth may, at its sole discretion:

- a) give the Grantee notice requiring the Grantee to repay all or part of the amount of the Grant that has been paid, as determined by the Commonwealth;
- b) withhold payment of any amount of the Grant in accordance with clause 2 of Schedule 1; or
- c) terminate this Agreement in accordance with clause 19 of Schedule 1.

Use of the Real Property

10.10 The Grantee agrees to ensure that:

- a) the Real Property is used for, and is fit to be used for, the Designated Use; and
- b) the Grantee's legal right or interest in the Real Property permits the use of the Real Property for the Designated Use.

Third party interests

10.11 If a third party has proprietary or other rights or interests in relation to any Real Property, the Grantee agrees to:

- a) enter into legally binding written agreements under which all such third parties agree to:
 - i. the use of the Capital Works Site to carry out the Capital Works;
 - ii. the use of the Capital Works Site and completed Capital Works for the Designated Use; and
 - iii. the use of any other Real Property for the Activity in accordance with this Agreement;
- b) not do anything that would give any such third party a right to rescind its agreement to any use specified in paragraph (a) above; and
- c) provide the Commonwealth with evidence that the Grantee has complied with this clause within 10 business days of a request by the Commonwealth for such evidence.

11. Purposes Deed

Not applicable

12. Designated Use

12.1 The Grantee agrees not to use the Grant to acquire or create any Asset, apart from those detailed in the Capital Works Particulars, without obtaining the Commonwealth's prior written approval. The Commonwealth may grant that approval subject to conditions.

12.2 The Grantee agrees to ensure that:

- a) the Capital Works and the Site are used only for the Designated Use throughout the Designated Use Period;
- b) the Designated Use is provided in accordance with any requirements specified in the Capital Works Particulars, including regarding who provides the Designated Use; and

- c) the Commonwealth's prior written approval is obtained to any use of the Capital Works or the Site (or both) not in accordance with the specified requirements.

12.3 The Parties agree that the repayment provisions set out in clause 10.9 (a) and 12.4 (a) in this Schedule would constitute a genuine and reasonable loss of public utility to the Commonwealth if the Capital Works and the Site are not used for the Designated Use throughout the Designated Use Period.

12.4 Subject to clause 12.5 of this Schedule, in addition to any other rights available to the Commonwealth, if the Grantee fails to comply with clause 12.1 of this Schedule, the Commonwealth may, at its sole discretion:

- a) give the Grantee notice requiring the Grantee to repay all or part of the amount of the Grant that has been paid, as determined by the Commonwealth;
- b) withhold payment of any amount of the Grant in accordance with clause 2 of Schedule 1; or
- c) terminate this Agreement in accordance with clause 19 of Schedule 1.

12.5 The Commonwealth agrees not to rely upon clause 12.4 of this Schedule if the non-compliant use was for a limited time only and the Commonwealth is satisfied that:

- a) the situation did not arise through any substantial failure by the Grantee;
- b) the Grantee used all reasonable efforts to resolve the situation to the Commonwealth's satisfaction;
- c) the Grantee complied with all reasonable directions the Commonwealth gave to help resolve the situation; and
- d) the situation is resolved to the Commonwealth's satisfaction.

13. Activities on Native Title Land

13.1 In this clause:

Native Title Land means land that is subject to native title or subject to a native title claim.

Native Title has the same meaning as in the *Native Title Act 1993* (Cth).

13.2 In addition to all other necessary Approvals (clause 2 of this Schedule) [and evidence of agreements with any third parties with an interest in the Real Property required by clause 10.11 of this Schedule], the Grantee agrees that, before performing an Activity on Native Title Land, the Grantee will, where required by law, obtain the agreement of any Native Title holders or known claimants in relation to the Native Title Land concerned, including, if appropriate, by entering into an Indigenous Land Use Agreement.

13.3 Whether or not there is a legal requirement to obtain the agreement of Native Title holders or known claimants in relation to Native Title Land in order to perform an Activity, the Grantee agrees not to perform any such Activity on the Native Title Land unless the Grantee:

- a) has consulted with the Native Title holders or known claimants about the Activity; and
- b) is satisfied that the Native Title holders or known claimants understand the nature of the Activity and have had an adequate opportunity to comment.

13.4 The Parties acknowledge that, in all cases, it is desirable that the Grantee has the agreement of any Native Title holders or known claimants to the performance of the Activity on Native Title Land.

13.5 The Grantee agrees to immediately notify the Commonwealth in writing if the Grantee fails to obtain all necessary Approvals and agreements to perform the Activity on Native Title Land (including, where required by law, agreeing to an Indigenous Land Use Agreement and registering it on the Register of Indigenous Land Use Agreements) within 6 months after the date of this Agreement.

13.6 If the Grantee fails to obtain the necessary Approvals and agreements to perform the Activity on Native Title Land within 6 months after the date of this Agreement, the Commonwealth, at its sole discretion, may:

Capital Works Clauses

- a) negotiate changes to the Activity to enable the Activity to proceed with any and all necessary Approvals and agreements;
- b) terminate this Agreement under clause 19 of Schedule 1; or
- c) by notice, reduce the scope of the Activity.

13.7 If the Commonwealth reduces the scope of the Activity, the Grantee agrees that the Commonwealth will not be liable to pay any costs related to activities no longer within scope that are incurred after the date of the notice of reduction.

13.8 The Grantee agrees to provide the Commonwealth with a copy of any Indigenous Land Use Agreement entered into for the purposes of this clause 13 of this Schedule within 5 business days of its registration on the Register of Indigenous Land Use Agreements.

13.9 The Grantee agrees that, unless otherwise agreed in writing, the Commonwealth is not required to pay the Grant (or any remaining part of the Grant) if the Grantee has not complied with this clause 13 of this Schedule.

13.10 The Grantee agrees to obtain and rely on its own advice in relation to Native Title matters.

14. Activities on Land Rights Land

14.1 In this clause:

Aboriginal peoples has the same meaning as in the *Native Title Act 1993* (Cth).

Land Rights Land means land which is:

- a) subject to a freehold estate or lease granted or vested under legislation that makes provision for the grant or vesting of such things only to, in, or for the benefit of, Aboriginal peoples or Torres Strait Islanders;
- b) held expressly for the benefit of, or held on trust, or reserved, expressly for the benefit of, Aboriginal peoples or Torres Strait Islanders; or
- c) claimed under legislation referred to above in paragraph (a).

Torres Strait Islander has the same meaning as in the *Native Title Act 1993* (Cth).

14.2 In addition to all other necessary Approvals (clause 2 of this Schedule) [and evidence of agreements with any third parties with an interest in the Real Property required by clause 10.11 of this Schedule], the Grantee agrees that, before performing an Activity on Land Rights Land, the Grantee will, where required by law, obtain the necessary approval of any land holding body, traditional owners or known claimants of the Land Rights Land concerned.

14.3 Whether or not there is a legal requirement to obtain the agreement of any land holding body, traditional owners or known claimants in relation to Land Rights Land in order to perform an Activity, the Grantee agrees not to perform any such Activity on the Land Rights Land unless the Grantee:

- a) has consulted with the any land holding body, traditional owners or known claimants about the Activity; and
- b) is satisfied that any such land holding body, traditional owners or known claimants understand the nature of the Activity and have had an adequate opportunity to comment.

14.4 The Parties acknowledge that, in all cases, it is desirable that the Grantee has the agreement of any land holding body, traditional owners or known claimants to the performance of the Activity on Land Rights Land.

14.5 The Grantee agrees that, unless otherwise agreed in writing, the Commonwealth is not required to pay the Grant (or any remaining part of the Grant) if the Grantee has not complied with this clause 14 of this Schedule.

14.6 The Grantee agrees to obtain and rely on its own advice in relation to land rights matters.

15. Environmental obligations

15.1 In this clause:

Contamination means the presence in, on or under the land, air or water of a substance (whether solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is (or should be) normally present in, on or under (respectively) land, air or water in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment, or could otherwise give rise to a risk of non-compliance or breach of any statutory requirements relating to the Environment.

Environment means components of the earth, including:

- a) land, air and water;
- b) any layer of the atmosphere;
- c) any organic or inorganic matter and living organism; and
- d) human-made or modified structure and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (d) above.

15.2 In performing the Activity, the Grantee agrees to ensure that:

- a) the Grantee complies with all the Grantee's obligations under the *Environment Protection and Biodiversity Conservation Act 1999*, its associated legislative instruments, and all applicable state or territory legislation relating to the Environment;
- b) the Grantee complies with any requirements relating to the Environment set out in the Capital Works Particulars;
- c) the Grantee does not contaminate or otherwise damage the Environment; and
- d) the Grantee's officers, employees, subcontractors and agents comply with the requirements set out in this clause.

15.3 The Grantee agrees to make good any Contamination or damage to the Environment arising out of or in connection with the Activity, regardless of whether the Grantee has complied with all applicable laws regarding the protection of the Environment.

15.4 Unless the Commonwealth specifically notifies the Grantee otherwise or approves in writing, the Grantee agrees not to use the Grant for rectification in accordance with clause 15.3 of this Schedule.

15.5 Without detracting from the Grantee's obligations under this Agreement, the Commonwealth may take any action necessary to protect:

- a) the Activity;
- b) the Site or other property;
- c) the Environment; or

d) third parties,

from Contamination or damage to the Environment arising out of or in connection with the Activity.

15.6 The Commonwealth may recover as a debt due from the Grantee to the Commonwealth all costs, expenses and liabilities that the Commonwealth incurs as a result of taking action under clause 15.5 of this Schedule.

15.7

16. Work Health and Safety Accreditation Scheme

16.1 Building work undertaken as part of the Activity may be covered by the Work Health and Safety Accreditation Scheme (WHS Accreditation Scheme).

16.2 The WHS Accreditation Scheme is established under the *Federal Safety Commissioner Act 2022* and specified in the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019*.

16.3 The WHS Accreditation Scheme applies to building work that is indirectly funded by the Commonwealth if it is carried out under a contract with a value of \$4 million or more (GST inclusive) and the contribution made to the funding of the project that includes building work by the Commonwealth is at least:

- (a) \$6,000,000 (GST inclusive) and represent at least 50% of the total funding; or
- (b) \$10,000,000 (GST inclusive).

16.4 If the WHS Accreditation Scheme applies to the building work undertaken as part of the Activity, the Grantee must:

- a) notify the Office of the Federal Safety Commissioner at the earliest possible opportunity (that is, when approaching the market);
 - b) contain a requirement that the builder:
 - i. is accredited under the WHS Accreditation Scheme*;
 - ii. maintains Scheme accreditation for the life of the contract.*
- * Paragraph 26(g) of the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders.

Annexure A – Capital Works Particulars

These Capital Works Particulars must be read in conjunction with the Commonwealth Standard Grant Agreement.

| Item number | Related clause in Schedule 2 | Details | Comments |
|-------------|------------------------------|--|----------|
| 1 | 1 | Capital Works: construction and fit-out of the Real Property at the Capital Works Site | |
| 2 | 1 | Capital Works Site: Lot 1&2 – DP1075959 Pacific Avenue, Warri Beach NSW 2534 | |
| 3 | 1, 12.1 | Designated Use: Club house for Gerringong Surf and Life Saving club | |
| 4 | 1 | Designated Use Period: Commences on the Date that the Activity starts on, as set out in Part C of the Grant Details, and concludes on the Agreement End Date, which is five years from the date the Commonwealth accepts, to its satisfaction, the Activity Completion Report. | |
| 5 | 1 | Real Property: Gerringong Surf Life Saving Club Clubhouse | |
| 6 | 1 | Site: Lot 1&2 – DP1075959 Pacific Avenue, Warri Beach NSW 2534 | |
| 7 | 2 | Approvals required: 1. Construction certificate for demolition, foundations and inground services 2. Construction certificate for remaining construction Date evidence of each Approval is required: 1. March 2024 2. 3 June 2024 | |
| 8 | 3.2(a) | Preconditions to commencement: None | |
| 9 | 3.2(b) | Date Activity is to commence by: Upon execution of this funding agreement | |
| 10 | 7.1 | Date for Practical Completion: The Activity (other than the provision of any final reports) ends on 3 March 2025, which is the Activity Completion Date.) | |
| 11 | 9.1 | Assets that may be acquired or created without the Commonwealth's prior approval: None | |
| 12 | 9.3(h) | Asset Register: The Asset Register contains the following information: | |

| | | | |
|----|------|--|--|
| | | (a) Asset number; (b) description of Asset; (c) purchase or creation price or total lease cost; (d) date of purchase, creation or lease; (e) if leased, type and term of lease; (f) location of Asset; (g) date on which the Asset was disposed of or written off; (h) disposal method; and (i) if the Asset was partly purchased, created or leased using the Grant, the proportion that was paid for with the Grant. | |
| 13 | 10.6 | Real Property Register: The Real Property Register contains the following information: (a) Real Property description; (b) acquisition, upgrade or creation price or total lease cost; (c) date of acquisition, creation, upgrade or lease; (d) if leased, type and term of lease; (e) location of Real Property; (f) date of disposal; (g) disposal method; and (h) if the Real Property was partly created, acquired or upgraded using the Grant, the proportion that was paid for with the Grant. | |
| 14 | 10.3 | Disallowed outgoings: None | |
| 15 | 15 | Environmental requirements: None | |

This page has been left intentionally blank

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



MAJOR PROJECTS AND GOVERNANCE – PROJECT COMPLETION REPORTING PACK AUDITED FINANCIAL STATEMENT

Project Completion Reporting – As per the requirements of the Funding Agreement

The templates included in this pack have been provided for the purpose of meeting your Project Completion reporting requirements under the Funding Agreement (the Agreement). Funding recipients are required to prepare reports using these provided templates.

Your submission of the Project Completion Report **must** contain documentary evidence satisfying the requirements of the final Milestone at Item E Reporting and the terms of the Agreement.

In accordance with the Agreement, the Statement of Receipts and Expenditure **must** be audited by an Approved Auditor and accompanied by certification. We ask that the Auditor stamps or endorses the Statement of Receipts and Expenditure, and attaches their signed audit report to the Statement.

The auditor must certify that:

- The statement presents fairly in all material respects (or give a true and fair view of), the receipts and expenditure in accordance with the program guidelines and the Agreement (or, of the receipts and expenditure of the Activity); and
- Funding (and other contributions if appropriate) was expended in accordance with the program guidelines and the Agreement (or, expended for the purposes of the Activity).

The audited statement contained in the Financial Audit must comply with Auditing Standard ASA 700 Forming an Opinion and Reporting on a Financial Report.

Approved Auditor definition

An Approved Auditor is a person who is:

- registered as a company auditor under the Corporations Act 2001; or
- a member of the Institute of Chartered Accountants in Australia; or
- a member of CPA Australia; or
- a member of the Institute of Public Accountants.

This person cannot be a principal, member, shareholder, officer or employee of the funding recipient's organisation or of a Related Body Corporate.

MAJOR PROJECTS AND GOVERNANCE – PROJECT COMPLETION REPORT

| | | |
|--------------------|--|--|
| Program | Priority Community Infrastructure Program | |
| Project ID Number | PCIP0031 | |
| Grantee | Gerringong Surf and Life Saving Club Inc | |
| Project | Gerringong Surf Life Saving Club New Clubhouse | |
| Total Project Cost | \$5,990,000 (GST exclusive) | |
| Total AG funding | \$5,500,000 (GST exclusive) | |
| Payment | \$550,000 (GST exclusive) | |
| Project Officer | s 22(1)(a)(ii) | EmAail: PCIP@infrastructure.gov.au |
| Event Held | TBA | Date: |

PROJECT COMPLETION MILESTONE REQUIREMENTS

| Milestone Number & Due Date | Milestone Description | Date achieved | Detail the evidence you have provided with this report to demonstrate achievement of each Milestone element |
|-----------------------------|---|---------------|---|
| 5 5 May 2025 | <p>Evidence acceptable to the Commonwealth that the following have been achieved:</p> <ul style="list-style-type: none"> the Activity at item B of the Schedule is completed and certified by the Project Manager, Quantity Surveyor, or similar; an independently audited financial acquittal report verifying the Grant payments made to date have been spent in accordance with this Agreement; and the Project is fully operational. | | <p>Please refer to the following attached documents in response to this Milestone Report.</p> <ul style="list-style-type: none"> #01 – Confirmation from Quantity Surveyor s 47F that project is 100% complete dated 16 January 2025. #02 – Occupation Certificate provided by Building Certification Associates determined 20/12/2024. #03 - Photograph Reports. Demonstrating construction works completion. #04 - Proof of Expenditure to Date including all Invoices, Invoices and Bank Transaction Receipts. #05 – Audited Financial Acquittal Report, from XXXXX dated XXXXX #06 - Gerringong Surf Life Saving Club Invoice for \$550,000 + GST. |

ACTIVITY COMPLETION DEFINITION

| Completion of the Project defined at Item B of the Grant Details as follows: | Date achieved | Detail the evidence you have provided with this report to demonstrate achievement of each individual element of the Project |
|---|---------------|---|
| Construction of a new two storey surf lifesaving clubhouse at Lots 1 & 2 – DP1075959 Pacific Avenue, Werri Beach including the following Activities: | | |
| <ul style="list-style-type: none"> final designs; | 20/07/2023 | <ul style="list-style-type: none"> Development Consent and Approved Plans provided with PCIP Milestone Report #1 On 14/04/2024 |
| <ul style="list-style-type: none"> demolition of the existing structure; | 25/01/2025 | <ul style="list-style-type: none"> Photographic Evidence provided with PCIP Milestone Report #1 on 14/04/2024 |
| <ul style="list-style-type: none"> a ground floor of at least 600m² consisting of: <ul style="list-style-type: none"> surf boat storage area of at least 200m² gym area of at least 100m², including associated fit-out male and female change rooms including showers and toilets first aid room with adjoining accessible toilet and shower male, female and accessible public toilets patrol area storage of at least 100m² stairwell and lift; | 16/01/2025 | <ul style="list-style-type: none"> Refer Project Completion Photo Log |
| <ul style="list-style-type: none"> a first floor of at least 520m² consisting of: <ul style="list-style-type: none"> at least 2 adjoining multi-purpose rooms male and female bathrooms at least one accessible bathroom a commercial kitchen area, including a cool room a member's area including bar area and fridges an outdoor deck area of at least 350m²; and | 16/01/2025 | <ul style="list-style-type: none"> Refer Project Completion Photo Log |
| <ul style="list-style-type: none"> improvements to outdoor areas including: <ul style="list-style-type: none"> a new kiosk bike racks outdoor shower area with at least 4 showers | 16/01/2025 | <ul style="list-style-type: none"> Refer Project Completion Photo Log |
| | | |

PROJECT COMPLETION REPORTING REQUIREMENTS

| In accordance with Funding Agreement Schedule 1 the Project Completion Report must contain: | Date achieved | Detail the evidence you have provided with this report to demonstrate you have complied with the Funding Agreement |
|---|---------------|--|
| A Financial Audit (in accordance with Item 10.2 of the Schedule) | | |

| | | |
|---|--|--|
| Copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project, not already included in the Progress Reports. | | |
|---|--|--|

1. Where you experienced delays in meeting your project Milestones, please summarise any mitigating circumstances and/or remedial action you undertook:

Works progressed as scheduled, delays at the commencement due to ACM remediation and inclement weather were recovered over the remaining project program, the project has been completed in accordance with program and within agreed milestone reporting timeframes.

The Occupation Certificate was achieved on 20 December 2024.

2. How many short and long term jobs have been supported/created as a result of the project?

| | | | |
|--|-----------|--|----------|
| Total number of FTE jobs supported during project period (construction) | 25 | Total number of FTE jobs supported long term (on-going) | 2 |
| Number of these jobs which are Indigenous | 5 | Number of these jobs which are Indigenous | 1 |

3. Briefly describe how your community/region has benefited through undertaking this project: (e.g. social/economic viability)

The project has provided a new Gerringong Surf Lifesaving Club building, providing a fit for purpose, safe and compliant facility for emergency operations, club and community purposes.

The key objectives achieved through the project include:

- 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.

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 consists of a two level structure with a total floor area of approx 1600m².

The ground floor includes 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 includes training rooms, members areas, multi function areas, kitchen, amenities and verandah areas. The new building is fully accessible, including a lift to first floor and multiple accessible amenities, promoting inclusiveness and catering for the needs of all members and the community.

**4. Briefly describe how your community/region is benefitting/will benefit from the completed project:
(e.g. economic growth, community infrastructure, social inclusion, training opportunities, health)**

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 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.

The SLSC movement and the services that our club provide promote beach safety awareness and a location for social inclusion, any member of our community are welcome to join. We provide an inclusive, supporting environment for all community members with opportunities for training and personal development both growing knowledge and skills in vital skills such as First Aid, CPR, Resuscitation and Emergency Response skills; and undertaking events for mental and physical well being, in a natural setting.

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 micro-environment of Gerringong.

5. Additional comments that you may wish to provide:

The funding enabled the entire construction and fit-out of the facility.

Including;

- Improved storage facilities - allowance for all equipment held on site
- Improved safety outcomes - new facility to meet needs of membership
- Improved disability access and amenity - access (lift etc) and showers, toilets
- Improved female facilities including change, shower and toilets

6. Has your Statement of Receipts and Expenditure been stamped or endorsed by an Approved Auditor and is it attached to an Audit Report?

Yes/No

Comments:

To Be Completed by Treasurer

STATEMENT OF RECEIPTS AND EXPENDITURE
Project Funding for the period: 15 June 2023 to 01 January 2025

| Project funds received to date | Amount - GST Exclusive |
|--|-------------------------------|
| PCIP Grant Funding received to date | \$4,950,000 |
| Interest on Funding | \$5,020 |
| Total PCIP Funding received (A) | \$4,955,020 |
| Contributor's cash received (B) | \$811,000 |
| Total funds received (cash) (A + B) | \$5,761,00 |

PLEASE READ BEFORE COMPLETING THE BELOW TABLE

- CONTRIBUTION AMOUNT:** Include total Australian Government contribution amount as well as contribution amounts identified in the Grant Details of the Agreement.
- COMMITTED EXPENDITURE:** Committed Expenditure includes expenditure on work completed **to date where invoices or purchase orders have been issued**, but payments have not yet been made. Evidence is required of this expenditure, which may include unpaid invoices, or other relevant documentation.
- CASH EXPENDITURE:** Cash Expenditure is for invoice amounts paid. Evidence accepted are PAID receipts and tax invoices.

(NOTE) Report all receipts and expenditure as GST exclusive

| Contributor – as per Funding Agreement | Contribution Amount (1) GST exclusive | Committed Expenditure (2) GST exclusive | Cash Expenditure (3) GST exclusive |
|--|--|--|---|
| Priority Community Infrastructure Program | \$4,950,000 | \$ | \$4,950,000 |
| NSW Government – Surf Club Facility Program 2022/23 | \$441,000 | \$ | \$441,000 |
| Kiama Council – Construction of the new Gerringong Surf Life Saving Club House | \$370,000 | | \$370,000 |
| Total | \$5,761,000 | (A) \$ | (B) \$5,761,000 |
| | | Total Expenditure to date (A + B) | \$5,761,000 |

s 47F

Stamp or endorsement of Auditor:

Date:

17/1/2025

CERTIFICATION

| | |
|--------------------------|--|
| Program | Priority Community Infrastructure Program |
| Grantee | Gerringong Surf and Life Saving Club Inc |
| Project | Gerringong Surf Life Saving Club New Clubhouse |
| Project Completion Date | 16/01/2025 |
| Activity Completion Date | 16/01/2025 |

In relation to the Funding Agreement between the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications and the Arts, and the Gerringong Surf and Life Saving Club Inc, executed on 11 December 2023 (the Agreement), I certify that:

1. All Funding and Other Contributions received were expended for the purpose of the Activity and Project, and expended and held in a manner in accordance with the Agreement; and
2. Salaries and allowances paid to any person involved in the Activity under the Agreement were in accordance with the applicable award or agreement in force under the relevant law on industrial or workplace relations; and
3. I confirm that the recipient, project partners and associated activities are in compliance with current Australian government sanctions (refer to: <https://www.dfat.gov.au/international-relations/security/sanctions>) and acknowledge responsibility for ensuring our ongoing compliance.
4. I am a person authorised to make this Certification on behalf of my organisation; and the information provided is complete and correct.

Name:

s 47F

Position:

President Gerringong Surf Lifesaving Club

Signed

s 47F

Date: 16/01/2025

This Certification is to be signed by the Chief Executive Officer, General Manager, or a person authorised by your organisation to complete and submit this form on their behalf.

INDEPENDENT AUDITOR'S REPORT

To: _____

For: _____

Report on the Financial Report

We have audited the accompanying financial report of Gerringong Surf and Life Saving Club Inc. in respect to the above named project. This includes the books, records and financial statements in accordance with Accounting Standards in respect of the Funds and the Other Contributions (separately and in the context of the funding recipient's overall financial position) for the period from the date of first project expenditure to 16th January 2025. The attached statement has been individually stamped or endorsed.

The Responsibility of President & Treasurer of Gerringong Surf Life Saving Club Inc

The President & Treasurer are responsible for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations). This responsibility includes establishing and maintaining internal controls relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the President & Treasurer as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Auditor's Opinion

In our opinion: ¹

1. The statement presents fairly in all material respects, (or give a true and fair view of) the financial position of Gerringong Surf and Life Saving Club Inc. and of its financial performance and its cash flows for the period from the date of first project expenditure to 16/01/2025; and
2. Funding of \$5,866,680 was/were expended in accordance with the program guidelines and the Agreement (or, expended for the purposes of the Activity).

Report on Other Legal and Regulatory Requirements**Additional Comments**

s 47F



s 47F



17th January 2025

Registered Company Auditor 1674

s 47F



¹ If the auditor concludes that, based on the audit evidence obtained, the financial report as a whole is not free from material misstatement; or is unable to obtain sufficient appropriate audit evidence to conclude that the financial report as a whole is free from material misstatement, the auditor is required under ASA 700 to modify the opinion in accordance with ASA 705 Modifications to the Opinion in the Independent Auditor's Report.

CERTIFICATION OF CERTAIN MATTERS BY THE AUDITOR

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
Community Development Grants
GPO Box 594
CANBERRA ACT 2601

I understand that the Commonwealth of Australia and Gerringong Surf and Life Saving Club Inc. have entered into a Funding Agreement under the Priority Community Infrastructure Program for the construction of the Gerringong Surf and Life Saving Club Inc New Clubhouse project. A condition of funding under the Agreement is that the funding recipient provides ongoing statements of receipts and expenditure and that the final report is independently audited.

In fulfilment of the condition, I hereby certify that:

1. I am a member of the Institute of Chartered Accountants in Australia.
2. I have prepared the independent audit report on Gerringong Surf and Life Saving Club Inc.'s financial report details and grant details dated 17 January 2025.
3. I have reviewed the funding Agreement and understand the requirements pertaining to financial reporting and use of funding contained therein.
4. I have complied with the professional independence requirements of the Institute of Chartered Accountants in Australia. I specifically certify that I:
 - a) am not, and have not been, a director, office holder, or employee of Gerringong Surf and Life Saving Club Inc. or related body corporate of Gerringong Surf and Life Saving Club Inc.
 - b) have not been previously engaged by Gerringong Surf and Life Saving Club Inc. for the purpose of preparing their funding application or any report (other than an audit report) required under the agreement
 - c) have no financial interest in Gerringong Surf and Life Saving Club Inc.

| | |
|----------------------------|----------------------------|
| Signature: | s 47F |
| Name: | s 47F |
| Qualifications: | REGISTERED COMPANY AUDITOR |
| Registration Number: | s 47F |
| Position: | Principal |
| Date: | 17/1/2025 |

Printed on Fri 29 Nov 2024 at 10:26 pm AEDT

Job #: 396 Gerringong Surf Club - Construction
Pacific Ave, Werri Beach NSW 2534
2534



Description

Taken date

29/11/2024 at 05:44 pm

Upload date

29/11/2024 at 06:05 pm

Album

Unclassified

Uploaded by

s 47F

File name

86F76F5C-DE4B-4B5A-96D0-640...



Description

Taken date

29/11/2024 at 05:41 pm

Upload date

29/11/2024 at 05:41 pm

Album

Unclassified

Uploaded by

s 47F

File name

F84D2987-25D5-4269-9C4C-870...



Description

Taken date

29/11/2024 at 05:40 pm

Upload date

29/11/2024 at 05:40 pm

Album

Unclassified

Uploaded by

s 47F

File name

3E35E34B-84D1-4F25-864B-115...



Description

Taken date

29/11/2024 at 05:40 pm

Upload date

29/11/2024 at 05:40 pm

Album

Unclassified

Uploaded by

s 47F

File name

D4891615-7BEF-4578-A009-8E43...



Description

Taken date
29/11/2024 at 05:38 pm

Upload date
29/11/2024 at 05:39 pm

Album
Unclassified

Uploaded by
s 47F

File name
94F24DC8-62F2-42C4-8DF5-3D6...



Description

Taken date
29/11/2024 at 05:38 pm

Upload date
29/11/2024 at 05:39 pm

Album
Unclassified

Uploaded by
s 47F

File name
4B4FD68C-ABCC-45AD-A8DC-562...



Description

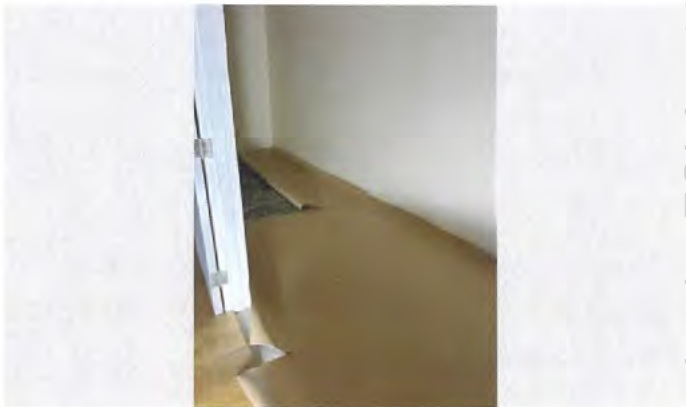
Taken date
29/11/2024 at 05:09 pm

Upload date
29/11/2024 at 05:18 pm

Album
Unclassified

Uploaded by
s 47F

File name
3813B6BE-6D00-43DF-A8F3-A78...



Description

Taken date
29/11/2024 at 05:05 pm

Upload date
29/11/2024 at 05:06 pm

Album
Unclassified

Uploaded by
s 47F

File name
BC39EB60-D992-4B04-85C7-B1A...

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



Description

Taken date

29/11/2024 at 04:59 pm

Upload date

29/11/2024 at 05:00 pm

Album

Unclassified

Uploaded by

s 47F

File name

457C6A20-21C8-4946-B0D5-5B2...



Description

Taken date

29/11/2024 at 04:59 pm

Upload date

29/11/2024 at 04:59 pm

Album

Unclassified

Uploaded by

s 47F

File name

6D32BD0F-FB2C-4309-B8E5-173...



Description

Taken date

29/11/2024 at 04:56 pm

Upload date

29/11/2024 at 04:56 pm

Album

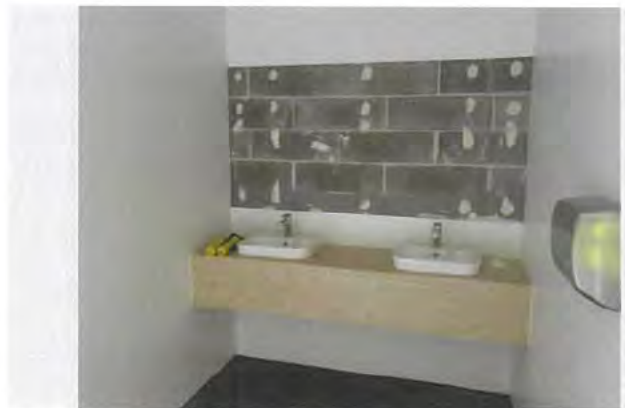
Unclassified

Uploaded by

s 47F

File name

6298367B-881F-4F80-A178-82E5...



Description

Taken date

29/11/2024 at 04:56 pm

Upload date

29/11/2024 at 04:56 pm

Album

Unclassified

Uploaded by

s 47F

File name

8B20780C-CB37-47A9-8CA6-1FD...



Description

Taken date
28/11/2024 at 09:17 am

Upload date
28/11/2024 at 09:17 am

Album
Unclassified

Uploaded by
s 47F

File name
90EFEF2F-82DA-4A16-AD01-96E1...



Description

Taken date
28/11/2024 at 09:15 am

Upload date
28/11/2024 at 09:15 am

Album
Unclassified

Uploaded by
s 47F

File name
EE32F5F8-B642-49EB-9ED3-9368...



Description

Taken date
28/11/2024 at 08:47 am

Upload date
28/11/2024 at 08:47 am

Album
Unclassified

Uploaded by
s 47F

File name
03697183-71FB-4772-B6E0-AD47...



Description

Taken date
27/11/2024 at 08:13 am

Upload date
27/11/2024 at 08:14 am

Album
Unclassified

Uploaded by
s 47F

File name
B15D5221-4898-4D43-8577-1F8...



Description

Taken date

6/12/2024 at 10:26 am

Uploaded by

s 47F

Upload date

6/12/2024 at 10:26 am

File name

4026EFC9-DD36-429C-B924-6FF...

Album

Unclassified



Description

Taken date

6/12/2024 at 10:21 am

Uploaded by

s 47F

Upload date

6/12/2024 at 10:21 am

File name

2758D76D-D092-4366-9DD4-0F2...

Album

Unclassified



Description

Taken date

6/12/2024 at 10:19 am

Uploaded by

Upload date

6/12/2024 at 10:20 am

File name

88B85508-5A4B-45CD-A5A5-B5F...

Album

Unclassified



Description

Taken date

6/12/2024 at 10:18 am

Uploaded by

Upload date

6/12/2024 at 10:21 am

File name

C32F8E58-A7F5-4F16-851B-652D...

Album

Unclassified



Description

Taken date

6/12/2024 at 10:17 am

Uploaded by

s 47F

Upload date

6/12/2024 at 10:17 am

File name

AFB998E4-C61A-4B56-B0C8-A22...

Album

Unclassified



Description

Taken date

6/12/2024 at 10:17 am

Uploaded by

s 47F

Upload date

6/12/2024 at 10:17 am

File name

E669EA12-17E3-416E-AFFE-1594...

Album

Unclassified



Description

Taken date

6/12/2024 at 10:17 am

Uploaded by

s 47F

Upload date

6/12/2024 at 10:17 am

File name

F354D249-08B8-43A0-951B-576...

Album

Unclassified



Description

Taken date

6/12/2024 at 10:16 am

Uploaded by

s 47F

Upload date

6/12/2024 at 10:17 am

File name

4187979C-6216-48C6-9617-38D...

Album

Unclassified



Description

Taken date
6/12/2024 at 10:15 am

Upload date
6/12/2024 at 10:15 am

Album
Unclassified

Uploaded by
s 47F

File name
78D23533-79E6-44A8-80DD-BDB...



Description

Taken date
6/12/2024 at 10:15 am

Upload date
6/12/2024 at 10:15 am

Album
Unclassified

Uploaded by
s 47F

File name
B8819A5A-84E4-4A23-8728-8561...



Description

Taken date
6/12/2024 at 10:12 am

Upload date
6/12/2024 at 10:12 am

Album
Unclassified

Uploaded by
s 47F

File name
DFB948D5-2F24-464E-A1E1-436...



Description

Taken date
6/12/2024 at 10:10 am

Upload date
6/12/2024 at 10:10 am

Album
Unclassified

Uploaded by
s 47F

File name
7E62FE3E-8AC7-4D56-B6A8-9F79...



Description

Taken date
6/12/2024 at 10:08 am

Upload date
6/12/2024 at 10:09 am

Album
Unclassified

Uploaded by
s 47F

File name
AE30A75A-0F0D-4BED-AF79-3DF...



Description

Taken date
6/12/2024 at 10:07 am

Upload date
6/12/2024 at 10:08 am

Album
Unclassified

Uploaded by
s 47F

File name
9FBEB19C-4351-4A21-B88F-2FF7...



Description

Taken date
6/12/2024 at 10:07 am

Upload date
6/12/2024 at 10:07 am

Album
Unclassified

Uploaded by
s 47F

File name
D017AE83-4DF8-4F25-B8E8-68E...



Description

Taken date
6/12/2024 at 10:06 am

Upload date
6/12/2024 at 10:07 am

Album
Unclassified

Uploaded by
s 47F

File name
E9FAE78D-E078-4222-9424-F704...





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



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





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





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



s 22(1)(a)(ii)

From: Gerringong Surf Club President <s 47F @gerringongsurfclub.com>
Sent: Thursday, 23 January 2025 9:45 AM
To: s 22(1)(a)(ii) PCIP
Cc: s 22(1)(a)(ii) Gerringong Surf Club Accounts
Subject: PCIP0031 Gerringong Surf Life Saving Club New Clubhouse - Milestone 5 Final Report (Email 2 of 2)
Attachments: Attachment #03 Project Completion Photo Log.pdf; Attachment #03 Gerringong Surf Club - Weekly Photo Report #46.pdf; Attachment #03 Gerringong Surf Club - Weekly Photo Report #47.pdf; #04 Payment receipts- final report.zip

Hi s 22(1)(a)(ii)

In accordance with the funding agreement for PCIP0031 attached is the Progress Report # 5 and all supporting documents as required.

Email 2 of 2.

Regards

s 47F



Gerringong Surf Club President
s 47F @gerringongsurfclub.com
<http://gerringongsurfclub.com>



s 22(1)(a)(ii)

From: s 22(1)(a)(ii)
Sent: Thursday, 23 January 2025 4:00 PM
To: Gerringong Surf Club President; PCIP
Cc: Gerringong Surf Club Accounts; s 47F
Subject: RE: PCIP0031 Gerringong Surf Life Saving Club New Clubhouse - Milestone 5 Final Report (Email 1 of 2) [SEC=OFFICIAL]

OFFICIAL

Good afternoon s 47F

Thank you for submitting the Project Completion Report. An assessment will be undertaken in due course and I will be in contact with you should I have any questions.

Kind regards

s 22(1)(a)(ii)

Senior Project Officer • Program Delivery Section • Major Projects & Governance Branch • Regional Development & Local Government Division
 s 22(1)(a)(ii) @infrastructure.gov.au

P s 22(1)(a)(ii)
 GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
 CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islander people.*

OFFICIAL

From: Gerringong Surf Club President s 47F @gerringongsurfclub.com>
Sent: Thursday, 23 January 2025 9:43 AM

To: s 22(1)(a)(ii)@infrastructure.gov.au; PCIP <PCIP@infrastructure.gov.au>
Cc: Gerringong Surf Club Accounts <accounts@gerringongsurfclub.com>; s 47F@gmail.com>
Subject: PCIP0031 Gerringong Surf Life Saving Club New Clubhouse - Milestone 5 Final Report (Email 1 of 2)

Hi s 22(1)(a)(ii)

In accordance with the funding agreement for PCIP0031 attached is the Progress Report # 5 and all supporting documents as required.

Noting that this report is ahead of schedule as works are complete.

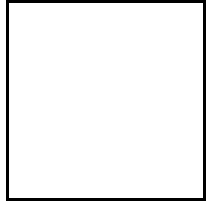
An efficient approval of this claim would be greatly appreciated.

Please let me know if any further information is required.

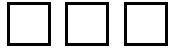
Email 1 of 2.

Regards

--



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



s 22(1)(a)(ii)

From: s 22(1)(a)(ii)
Sent: Wednesday, 5 February 2025 3:47 PM
To: Gerringong Surf Club Accounts; Gerringong Surf Club President
Cc: PCIP
Subject: RE: PCIP0031 Gerringong Surf Life Saving Club New Clubhouse Milestone 5 Final Report [SEC OFFICIAL]

OFFICIAL

Good afternoon s 47F

Thank you for your email explaining the differences and for providing the expenditure to date spreadsheet.

The figure in the Independent Auditors Report will need to be updated to reflect s 47G and it will need to be signed by the Auditor together with the updated Statement of Receipts and Expenditure table. I understand from s 47F Is there someone else in the office that could sign it for him?

I look forward to receiving evidence of payment for Bluestone progress claim 1.

Kind regards

s 22(1)(a)(ii)

Senior Project Officer • Program Delivery Section • Major Projects & Governance Branch • Regional Development & Local Government Division
 s 22(1)(a)(ii) @infrastructure.gov.au

s 22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
 CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islander people.*

OFFICIAL

From: Gerringong Surf Club Accounts <accounts@gerringongsurfclub.com>

Sent: Wednesday, 5 February 2025 1:03 PM

To: Gerringong Surf Club President <president@gerringongsurfclub.com>; s 22(1)(a)(ii) @infrastructure.gov.au>

Subject: PCIP0031 Gerringong Surf Life Saving Club New Clubhouse - Milestone 5 Final Report

Hi s 22(1)(a)(ii)

s 47F has asked me to provide further information regarding our final progress report.

I've attached a spreadsheet of expenditure that totals s 47G. The differences to your records are as follows:

- Invoice 396-0692 from Bluestone: the amount of s 47G(1) is the GST exclusive amount. We paid the GST component of this invoice from our operating account, as Council would not cover the GST component of the asbestos invoice.

s 47G

I have attached an updated receipts and expenditure table. If you are happy with this, I can sign it as a chartered accountant.

The payment for Bluestone progress claim 1 was made from our old ANZ account which I can no longer access online. I will take a photo of the bank statement when I get home from work and send it to you.

Please let me know if you need any further information.

Kind regards

s 47F

Club Treasurer

s 47F

----- Forwarded message -----

From: s 22(1)(a)(ii) @infrastructure.gov.au>

Date: Wed, Feb 5, 2025 at 11:14 AM

Subject: RE: PCIP0031 Gerringong Surf Life Saving Club New Clubhouse - Milestone 5 Final Report [SEC=OFFICIAL]

To: Gerringong Surf Club President <s 47F @gerringongsurfclub.com>

Cc: PCIP <PCIP@infrastructure.gov.au>

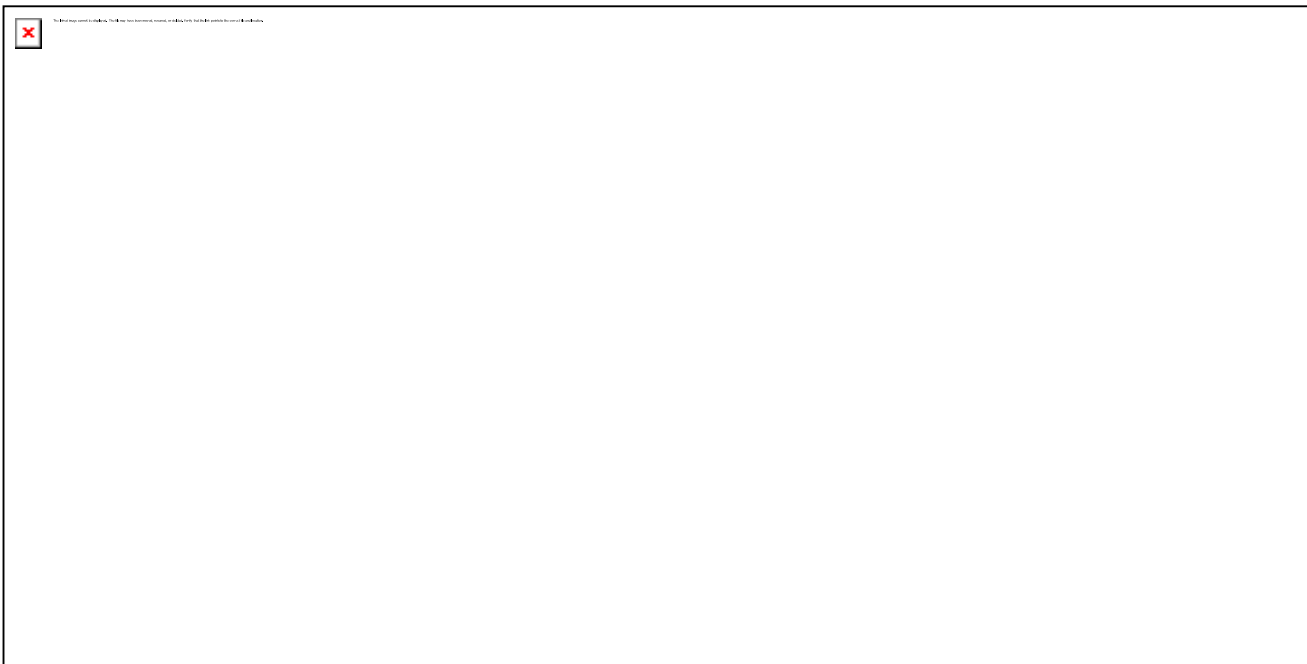
OFFICIAL

Good morning S 47F

Thank you for your time on the phone this morning.

As discussed please find attached a financial reconciliation spreadsheet for all payments paid for the project. I checked my calculations and the total amount is now S 47G rather than the amount previously advised.

Grateful if you could please provide the receipt for Progress Claim 1 to Bluestone Building Group and provide an updated Statement of Receipts and Expenditure table to reflect the contribution amounts as per the funding agreement. The pre-populated Project Completion template that I sent to you had the correct amounts. As payments are made in arrears, the sum of column 2 and 3 should equal the amount in column 1.



If you have any questions regarding the above please do not hesitate to contact me.

Kind regards

s 22(1)(a)(ii)

Senior Project Officer • Program Delivery Section • Major Projects & Governance Branch • Regional Development & Local Government Division

s 22(1)(a)(ii) [@infrastructure.gov.au](mailto:s 22(1)(a)(ii)@infrastructure.gov.au)

P s 22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
 CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au

x

I acknowledge the traditional custodians of this land on which we meet, work and live.

I recognise and respect their continuing connection to the land, waters and communities.

I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islander people.

OFFICIAL

From: Gerringong Surf Club President <S 47F @gerringongsurfclub.com>

Sent: Thursday, 23 January 2025 9:43 AM

To: S 22(1)(a)(ii) @infrastructure.gov.au <S 22(1)(a)(ii) @infrastructure.gov.au>

Cc: Gerringong Surf Club Accounts <accounts@gerringongsurfclub.com>; S 47F @gmail.com>

Subject: PCIP0031 Gerringong Surf Life Saving Club New Clubhouse - Milestone 5 Final Report (Email 1 of 2)

Hi S 22(1)(a)(ii)

In accordance with the funding agreement for PCIP0031 attached is the Progress Report # 5 and all supporting documents as required.

Noting that this report is ahead of schedule as works are complete.

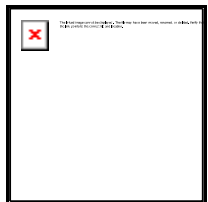
An efficient approval of this claim would be greatly appreciated.

Please let me know if any further information is required.

Email 1 of 2.

Regards

--



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



Disclaimer

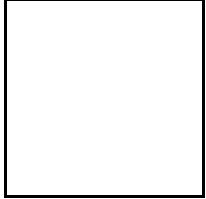
This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.

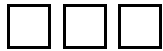
If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any

attachments.

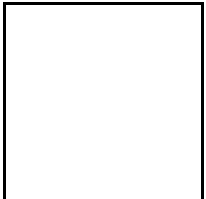
--



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

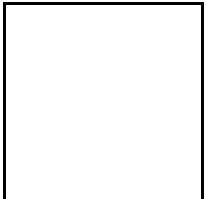


--



Gerringong Surf Club Accounts

--



Gerrindaona Surf Club Accounts
accounts@gerringongsurfclub.com
<http://gerringongsurfclub.com>

