

ITEM NUMBER: 18.1**CONFIDENTIAL REPORT****JETTY ROAD STAGE 1 CHAPEL PLAZA AND
HINDMARSH LANE EXECUTION OF LAND SALE
PURCHASE CONTRACT AND LICENCE
AGREEMENT WITH UNITING CHURCH IN
AUSTRALIA (SA)
(Report No: 247/21)**

Pursuant to Section 90(2) of the Local Government Act 1999 the Report attached to this agenda and the accompanying documentation is delivered to the Council Members upon the basis that the Council consider the Report and the documents in confidence under Part 3 of the Act, specifically on the basis that Council will receive, discuss or consider:

- b. Information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and would, on balance, be contrary to the public interest.
- d. commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and would, on balance, be contrary to the public interest.

Recommendation – Exclusion of the Public – Section 90(3)(b&d)) Order

1. That pursuant to Section 90(2) of the *Local Government Act 1999* Council hereby orders that the public be excluded from attendance at this meeting with the exception of the Chief Executive Officer and Staff in attendance at the meeting in order to consider Report No: 247/21 Jetty Road Stage 1 Chapel Plaza And Hindmarsh Lane Execution Of Land Sale Purchase Contract And Licence Agreement With Uniting Church In Australia (SA) in confidence.
 2. That in accordance with Section 90(3) of the *Local Government Act 1999* Council is satisfied that it is necessary that the public be excluded to consider the information contained in Report No: 247/21 Jetty Road Stage 1 Chapel Plaza And Hindmarsh Lane Execution Of Land Sale Purchase Contract And Licence Agreement With Uniting Church In Australia (SA) on the following grounds:
 - b. pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda Item is information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Council is conducting business would prejudice the commercial position of the Council in relation to the Licence Agreement and Land Sale Purchase Contract with Uniting Church in Australian (SA)
 - d. pursuant to Section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to this Agenda Item is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position and to confer a commercial advantage on a third party in relation to the Licence Agreement and Land Sale terms and conditions.

In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information.
 3. The Council is satisfied, the principle that the meeting be conducted in a place open to the public, has been outweighed by the need to keep the information or discussion confidential.
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Item No: **18.1**

Subject: **JETTY ROAD STAGE 1 CHAPEL PLAZA AND HINDMARSH LANE EXECUTION OF LAND SALE PURCHASE CONTRACT AND LICENCE AGREEMENT WITH UNITING CHURCH IN AUSTRALIA (SA)**

Date: 27 July 2021

Written By: Project Manager, Public Realm and Urban Design

General Manager: Strategy and Corporate, Ms P Jackson

SUMMARY

On 19 January 2019, Council gave approval to implement the first stage of the Jetty Road Glenelg Masterplan which included the creation of a pedestrian friendly space of Chapel Plaza and Hindmarsh Lane. The scope for Chapel Street included utilising private property owned by the Uniting Church in Australia (SA) (known locally as St Andrews by the Sea Church), for the installation of garden beds, paving, trees and seating as part of the project.

Council then resolved on 23 March 2021 to enter into negotiations with the Uniting Church in Australia (SA) (UCA) for a Licence Agreement and an offer to purchase a portion of land, to support the delivery and implementation of the Jetty Rd Stage 1 Chapel Plaza and Hindmarsh Lane Project.

This report is seeking Council to endorse and accept the proposed terms and conditions of the Contract for Sale and Purchase of Land in Attachment 1 and allocate budget of \$124,899.77 to fund the sale of land and other fees and charges. In addition, this also requires Council to register the land at the Lands Title Office as an extension to the existing Road Reserve and execute the Licence Agreement with a provision to remove the area purchased by the Council by way of addenda to vary the licence agreement.

RECOMMENDATION

That Council:

- 1. delegates authority to the Mayor and Chief Executive Officer to sign the Licence Agreement between the City of Holdfast Bay and the Uniting Church in Australian Property Trust (SA) as per Attachment 1 and affix Council's Common Seal;**

2. approves the purchase price of \$100,000.00 (exclusive GST) and associated costs to purchase the land described in Contract For Sale and Purchase of Land (Non Residential) Special Conditions Annexure B – Plan of Division (special condition 3);
3. approves a deposit of \$10,000.00 be held by the vendor’s legal representative Tri-Meridian Corporate & Commercial Pty Ltd Law Practice Trust Account ABN: 45 621 261 48900 327 580;
4. approves the special condition item of the Contract For Sale and Purchase of Land (Non Residential) item 4 Licence Agreement that:
 - a. the Licence Agreement between the City of Holdfast Bay and Uniting Church in Australia Trust (SA) be executed prior to the settlement date of this land purchase; and
 - b. post the finalisation of the land sale the licence be varied and remove the purchased land from the agreement;
5. approve the settlement date and submission of the sale to Land Titles Office to be registered as part of the Road Reserve;
6. approves the budget allocation for the purchase of the land and all associated costs which are estimated to be \$125,000 (exclusive of GST);
7. delegates authority to the Mayor and Chief Executive Officer to sign the Land Purchase Contract to purchase a portion of the property located at 92 Jetty Road Glenelg as per Attachment 2 Land Sale and affix the Common Seal of the City of Holdfast Bay; and

RETAIN IN CONFIDENCE - Section 91(7) Order

8. that having considered Agenda Item 18.3 Jetty Road Stage 1 Chapel Plaza And Hindmarsh Lane Execution Of Land Sale Purchase Contract And Licence Agreement With Uniting Church In Australia (SA) in confidence under Section 90(2) and (3)(b&d) of the *Local Government Act 1999*, the Council, pursuant to Section 91(7) of that Act orders that the report, attachments and minutes be retained in confidence until further notice and the Chief Executive Officer is authorised to release the documents when both the land purchase is completed and the licence is executed, giving due consideration to any relevant legal considerations and that this order be reviewed every 24 months.

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Placemaking: Developing walkable connected neighbourhoods

Community: Providing welcoming and accessible facilities

Economy: Boosting our visitor economy

Culture: Being financially accountable

COUNCIL POLICY

Property Policy

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

On 19 January 2019, Council approved the detailed design of the first stage of the Jetty Road Glenelg Masterplan which included the creation of a pedestrian friendly space of Chapel Plaza and Hindmarsh Lane. The scope for Chapel Street included utilising private property owned by St Andrews by the Sea for the installation of garden beds, paving, trees and seating as part of the project.

Council assets would still be considered vulnerable due to the licences terms and the ability for either party to terminate the licence or the licence become invalid if the property was sold. Additionally, Council must seek permission to utilise the land under licence for any activities or event. This permission from the property owner is at their complete discretion. To ensure the security of Council's assets and to allow the space to operate and intended, enquiries were undertaken to purchase the land and subsequently a confidential property evaluation was undertaken for two portions of the land.

Following discussions with Elected Members at a Council workshop on 23 February 2021, Council subsequently resolved at the Council meeting held on 23 March 2021 under decision C230321/2251 to enter into negotiations with Uniting Church in Australia (SA) (UCA) regarding licencing a portion of the privately owned Land, and to purchase a portion of land under licence. Enabling the Council to lawfully build, maintain and clean and secure their infrastructure and freely operate in the space. The protracted negotiations with the private property owner regarding the licence were also recognised.

Negotiations with that property owner, UCA commenced regarding the purchase of a 180m² of their land, 1 metre from the exiting eastern building wall to the Council's existing property boundary. Following a survey of the area, a subsequent formal offer to purchase the land was presented to UCA and accepted subject to the following conditions: a survey form part of the land sales contract with the property commencing 1 metre from the eastern side church building, the City of Holdfast Bay will contribute up to \$1500 towards vender costs and the settlement date shall occur after all parties have executed the licence agreement. When the conditions of both the licence and the Land purchase are viewed in unison, the terms are considered reasonable and favourable for the Council. Subsequently these documents have been prepared for consideration by the Council. Please refer to the following attachments being the Licence Agreement (1) and Contract for Sale and Purchase of Land (2).

*Refer Attachment 1, 2a and 2b***REPORT**

The City of Holdfast Bay requires land owned by UCA to deliver the Chapel Plaza component of the Jetty Road Stage 1 Chapel Plaza and Hindmarsh Lane project. Following approval from Council, the project team negotiated an agreement to use their land which comprised of two distinctive areas, Area A and B which house different types of Council's assets and thus to support different utilisation activities.

Area A will house Council's paving, to match the exiting foot path and will be used primarily for passive pedestrian access and church events such as weddings and other religious celebrations.

Area B, however, houses more significant Council owned infrastructure including seating, garden beds and lighting. This area's has been design to extend Councils existing property use for events and community activities.

The Licensing Agreement that has been negotiated with the UCA has some restrictive terms that prevents Council from undertaking activities and events without the UCA's written approval. This could create issues regarding the types of events and activation activities the Council could undertake and restrict the use of the area particularly in relation to Area B of the Licence. Additionally, Council is restricted from installing any underground infrastructure on the licenced area. This means that both ambient and safety lighting locations are restricted and the design compromised due to these licensing conditions. It should be note that the project has minimised the safety risk but the ambient/ feature lighting has been compromised as a result of the licence agreement.

To further protect Council's assets, the design intent and utilisation of the space at the completion of the project, the project team entered into negotiation with the UCA, to purchase the imperative project area, reference in Map 3, Attachment 3 of this this report. UCA have accepted the terms and Conditions of the sale subject to the Special Condition outlined in the decisions.

Refer Attachment 3

Council has the following three options which hold differing risks and benefits:

Option 1: Execute both the Licence Agreement and the Land Sale Purchase Contract.

Benefits: Council assets apart from some paving will be securely located on Council owned land and no longer be vulnerable to licensing requirements. Additionally, there is still time to implement changes to the design to increase the level of creative and ambient lighting without impacting on the budget or the delivery time of the project.

Risks: There are no known operational or strategic risks associated to this option. Council will need allocate a sum of \$124,899.77 to purchase the land.

Option 2: Execute the licence without purchasing part of the UCA's Land.

Benefit-The Council would save \$124,899.77 and longer term asset maintenance costs if the infrastructure was removed.

Risks- Council's assets remain vulnerable to licensing arrangements and some of the creative feature lighting will not be installed.

Option 3: Don't accept the licence agreement or purchase a portion of Land.

Benefits: There are no benefit to Council on this options as Councils assets are currently being built on the UCA land subject to the execution of a licensing agreement with the proposed current terms and conditions.

Risk: Council will not fulfil its obligation regarding the projects in principle agreement with the UCA regarding their intent to lease and potentially purchase a portion of land. Council's assets will remain vulnerable and without consent from the UCA to install assets on their property.

Therefore Option 1 is recommended to the Council to ensure their assets are safely located on Council land, lawfully installed on a licenced area and the new space can implemented and operate as intended.

BUDGET

A budget of \$124,899.77 will need to be allocated to cover the cost of the land purchase and new title registration.

LIFE CYCLE COSTS

There is no impact to the lifecycle costs as a result of the licence and land purchase.

Attachment 1



LICENCE

Between:

THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.)

("Licensor")

and

CITY OF HOLDFAST BAY

("Council")

92 Jetty Rd, Glenelg SA 5045



DATE

PARTIES

1. **THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.)** ABN 25 068 897 781 of Level 2, 212 Pirie Street Adelaide SA 5000 (**Licensor**)
2. **CITY OF HOLDFAST BAY ABN 62 551 270 492** of PO Box 19 Brighton SA 5048 (**Council**)

BACKGROUND

- A. The Licensor is the registered proprietor of the Land.
- B. The Licensor holds the Land on trust for the benefit and use of the Uniting Church in Australia Glenelg – St Andrews ABN 11 974 798 673 ("**St Andrews by the Sea**").
- C. The Council has requested a licence to use the Licence Area for the Permitted Use during the Term and Times of Use.
- D. The Licensor agrees to grant the Council a licence of the Licence Area, and the parties wish to record the terms of their agreement in this Licence.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Licence:

- 1.1.1 "**Approved Infrastructure**" means the infrastructure set out in the Schedule Special Conditions Item 8 (A)(III)(a) – (d).
- 1.1.2 "**Business Day**" means a day which is not a Saturday, Sunday or public holiday in Adelaide.
- 1.1.3 "**Church**" means the building erected on the Land being used a place of public worship;
- 1.1.4 "**Commencement Date**" means the commencement date described in Item 3 of the Schedule.
- 1.1.5 "**Council**" means the party described as 'Council' in this Licence and includes its executors, administrators, successors and assigns and, where the context permits, also includes its employees, contractors, servants, agents and other invitees.
- 1.1.6 "**Council's Equipment**" means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Licence Area by the Council which is used in connection with the Permitted Use.
- 1.1.7 "**GST**" has the meaning given to that term in the GST Legislation.

- 1.1.8 “**GST Legislation**” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.
- 1.1.9 “**GST Rate**” means 10% or the rate of GST imposed from time to time under the GST Legislation.
- 1.1.10 “**Land**” means the land described in Item 2 of the Schedule.
- 1.1.11 “**Legislation**” includes any relevant Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.
- 1.1.12 “**Licence Fee**” means the fee described in Item 5 of the Schedule.
- 1.1.13 “**Licence Area**” means the Licence Area described in Item 1 of the Schedule including all existing improvements.
- 1.1.14 “**Licensed Contractor**” means a suitably qualified licenced person,
- 1.1.15 “**Permitted Use**” means the use described in Item 6 of the Schedule.
- 1.1.16 “**Licensor**” means the party described as ‘Licensor’ in this Licence and includes its executors, administrators, successors and assigns and, where the context permits, also includes its employees, contractors, servants, agents, customers and other invitees.
- 1.1.17 “**Licensor’s Representative**” means the person acting in the role of the Minister of the Word for St Andrew’s by the Sea or the Chair from time to time of the governing body of St Andrews by the Sea.
- 1.1.18 “**Permanent Infrastructure**” means those items as set out in Annexure 2 Clause (a)(ii)1 – 3.
- 1.1.19 “**Public Plaza**” or “**Public Plaza Area**” means those areas set out in Annexure 4.
- 1.1.20 “**Redevelopment**” means the removal of buildings or structures from land and the construction or erection of other buildings or structures thereon.
- 1.1.21 “**Renewed Term**” means the term (if any) of renewal or extension granted under this Licence.
- 1.1.22 “**Services**” means those described in Item 8(D) of the Schedule;
- 1.1.23 “**Statutory Authorities**” means any government, regulatory bodies, agencies or authorities created by or under any relevant Legislation.
- 1.1.24 “**Statutory Requirements**” means all relevant Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation or by any Statutory Authorities.
- 1.1.25 “**Term**” means the term of this Licence described in Item 3 of the Schedule any Renewal Term and any period of holding over during which the Council holds over or remains in occupation of the Licence Area.
- 1.1.26 “**Times of Use**” means the times set out in Item 4 of the Schedule.

1.1.27 "**Works**" means the work which the Council may carry out and complete under this Licence, as set out in Item 8 (A), 8(C) and 8(D) of the Schedule.

1.2 Interpretation

In this Licence, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this Licence includes any schedules and annexures to this Licence;
- 1.2.7 a reference to any document (including this Licence) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.8 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.9 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.10 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.11 a provision is not construed against a party only because that party drafted it;
- 1.2.12 an unenforceable provision or part of a provision may be severed, and the remainder of this Licence continues in force;
- 1.2.13 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.14 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by that act at the date of this Licence;
- 1.2.15 the covenants and powers implied in leases by virtue of sections 124 and 125 of the *Real Property Act 1886* (SA) apply and are implied in this Licence unless they are expressly or impliedly excluded or modified; and

1.3 Background

The Background forms part of this Licence and is correct.

2. GRANT OF LICENCE

The Licensor grants to the Council a Licence over the Licence Area for the Permitted Use for the Term and during the Times of Use as set out in this Licence and the Council acknowledges that this Licence does not constitute an interest in the Land.

3. LICENCE FEE

The Council must pay the Licence Fee at the times and in the manner set out in Item 5 of the Schedule.

4. USE OF LICENCE AREA

4.1 Permitted Use

The Council may use the Licence Area only for the Permitted Use and must not use or allow the Licence Area to be used for any other use without the consent of the Licensor.

4.2 Use by the Licensor and St Andrew by the Sea

4.2.1 The Council acknowledges and agrees that during the Term, the Licensor and St Andrews by the Sea may retain on the Licence Area the boundary fencing and heritage sign in existence at the Commencement Date and may at any time engage such Licensed Contractors or other persons at their own cost to undertake any necessary repair of that infrastructure.

4.2.2 The Licensor and St Andrews by the Sea acknowledges and agrees that it can only undertake any substantive works to the boundary fence and heritage sign, or replace any of them with the prior written consent of the Council.

4.2.3 The Licensor and St Andrews by the Sea also acknowledge and agree that no new infrastructure may be installed on the Licence Land without the Council's prior written consent.

4.2.4 The Licensor or St Andrew's by the Sea may install a digital sign on the Licence Area provided that the Council has provided its prior written consent to the location, design and size of the sign. The words or message to be displayed on the sign is subject to the prior written consent of the Council in all respects.

4.3 Offensive activities

The Council must during the Term:

4.3.1 not carry on any offensive or dangerous activities on or from the Licence Area; and

4.3.2 not create a nuisance or disturbance for the Licensor or for the owners or occupiers of any adjoining property;

4.3.3 not authorise or permit any of the following to be carried out or undertaken by the Council on the Licence Area without the prior written consent of the Licensor or the Licensor's Representative who may withhold such consent at its sole discretion:

4.3.3.1. commercial activities such as market/traders stalls;

- 4.3.3.2. busking or public performance of any kind;
 - 4.3.3.3. public broadcasting whether or not with the assistance of any mechanised or electronic equipment designed for the projection of sound (which excludes passive broadcasting that does not unreasonably disrupt people on the Licence Area);
 - 4.3.3.4. organised gatherings for the purpose or intent of protesting or promotion of private or public opinion;
 - 4.3.3.5. the conducting of surveys or procuring of information or disseminating of information or promotion of material which portrays or is reasonably likely to be interpreted as portraying actions, opinions or values that are reasonably likely to offend or do offend the religious sensibilities of the adherents of St Andrews by the Sea;
 - 4.3.3.6. installation and/or displaying of public art which portrays or is reasonably likely to be interpreted as portraying actions, opinions or values that are reasonably likely to offend or do offend the religious sensibilities of the adherents of St Andrews by the Sea;
 - 4.3.3.7. installation, affixing and/or displaying of promotional, signage, notices and/or marketing materials which portrays or is reasonably likely to be interpreted as portraying actions, opinions or values that are reasonably likely to offend or do offend the religious sensibilities of the adherents of St Andrews by the Sea; and
 - 4.3.3.8. any unlawful behaviour that is unrelated to the activities of the Licensor and would not have occurred but for the grant of this Licence.
- 4.3.4 otherwise permit any activity to take place on the Licence Area that interferes with the use by the Licensor or St Andrews by the Sea of the Church and associated buildings and improvements on the Land as a place of public worship.

4.4 **Statutory Requirements**

The Council must comply with all Statutory Requirements relating to:

- 4.4.1 the Council's use of the Licence Area; and
- 4.4.2 the Works; and
- 4.4.3 the Services; and
- 4.4.4 the general public's use of the Licence Area during the Term; and
- 4.4.5 the Permitted Use.

4.5 **Dangerous equipment and installations**

Except as reasonably required for the Permitted Use the Council must not install or bring onto the Licence Area:

4.5.1 any electrical, gas powered or other machinery or equipment which, in the reasonable opinion of the Council, may pose a danger, risk or hazard; or

4.5.2 any chemicals or other dangerous substances which, in the reasonable opinion of Council, may pose a danger, risk or hazard.

4.6 No warranty

The Licensor makes no warranty or representation regarding the suitability of the Licence Area for the Permitted Use or any other purpose.

5. REPAIR AND MAINTENANCE

5.1 Repair

5.1.1 The Council must during the Term, at its own cost, keep and maintain the Licence Area in good and neat condition and repair and subject to clause 5.1.3, excluding any plant, equipment, improvements or other items of the Licensor.

5.1.2 The Council must during the Term, at its own cost, keep and maintain the Council's Property in good repair including any material, element, part or surface of any fixtures or improvements or infrastructure (whether temporary or Permanent Infrastructure or Service Infrastructure) or other structures on or attached to the Licence Area.

5.1.3 The Council must during the Term, at its own cost, maintain in good repair the Licensor's existing lighting installed on the eastern boundary and front walls of the Church (as may be replaced by the Council from to time).

5.2 Alterations by Council

The Council must not carry out any alterations or additions to the Licence Area without the Licensor's prior written consent.

6. TRANSFERRING, SUBLETTING AND CHARGING

The Council must not transfer, sublicense or charge its interest in the Licence Area or this Licence.

7. RENEWAL

7.1 If a right of renewal is specified in Item 7 of the Schedule and the Council wishes to exercise that right of renewal, then the Council must give a written notice to the Licensor not less than three (3) months before the expiry of the Term stating it wishes to renew this Licence. If such notice is given, the Licensor must renew this Licence for the Renewal Term on the terms in this Licence .

7.2 At the time of the Council exercises its right of renewal, it must not be in material breach of this Licence, which breach has been notified by the Licensor to the Council, and remains unrectified following a reasonable period of time to undertake the rectification works .

7.3 Unless the Licensor and the Council otherwise agree, a Licence for any Renewed Term shall be prepared by the Council's solicitors and shall be executed by the parties before the commencement of the Renewed Term.

8. COUNCIL'S OBLIGATIONS AND RIGHTS

8.1 Quiet enjoyment

Subject to the rights of the Licensor set out in clause 9 below, and to the Council substantially complying with the Council's obligations under this Licence, the Council may use the Licence Area for the Permitted Use during the Times of Use throughout the Term without interference from the Licensor.

8.2 Ongoing costs associated with Infrastructure installed in Licence Area

The Council acknowledges and agrees that any utility cost arising as a consequence of the installation of the existing lighting on the eastern boundary and front walls of the Church (as may be replaced by Council from time to time) will be met solely by the Council during the Term.

8.3 Right to enter

The Licensor and members of St Andrews by the Sea (including employees, contractors, servants, agents and other invitees of the Licensor or St Andrews by the Sea) may enter the Licence Area at any time in the same way that an ordinary member of the public may (as a thoroughfare), but must not interfere with the Council's plant, equipment landscaping and any other belongings installed on the Licence Area or any of its rights under this Licence .

8.4 Emergencies

In an emergency the Licensor may (where it is required to do so for safety reasons):

8.4.1 temporarily close or restrict public access to the Licence Area; and

8.4.2 temporarily prevent the members of the public from entering the Licence Area,

provided that the Licensor must not do so before giving prior written notice to the Council, or if not practicable to do so, promptly (within 12 hours) notify the Council after exercising its rights under this clause

9. LIMITATION OF RIGHTS

9.1 The Council acknowledges and agrees that during the following times:

9.1.1 Quiet Communion Service between 8.30am – 11.30am on a Sunday (the parties acting reasonably in respect of any changes to these times);

9.1.2 Good Friday, 24 December and 25 December each year, being holidays of religious significance to the Christian faith;

9.1.3 any other special events on the giving to the Council by the Licensor's Representative of at least twenty-eight (28) days notice (not to exceed five per year),

the Council will ensure that it does not organise any events activities occur on the License Area that may unreasonably affect the Licensor's and/or St Andrews by the Sea's use of the Land for the activities listed at clause 9.1.1 – 9.1.3 above

10. END OF LICENCE

10.1 Expiry

This Licence comes to an end at midnight on the last day of the Term unless determined earlier.

10.2 Removal of improvements and repair of damage

Before this Licence comes to an end, the Council must at its own cost and unless otherwise agreed in writing between the parties:

- 10.2.1 remove the Council's Equipment from the Licence Area;
- 10.2.2 remove any infrastructure (excluding the landscaping, Approved Infrastructure and the Permanent Infrastructure) (as defined by special condition 1 in Item 8 of the Schedule) from the Licence Area; and
- 10.2.3 repair any damage to the Licence Area caused by such removal of Council's Equipment and/or infrastructure arising as a consequence of the obligations set out in clause 10.2.1 and 10.2.2; and
- 10.2.4 repair any damage to the Licence Area caused by the activities of the Council or use of the Licence Area by the general public; and
- 10.2.5 reinstate and make safe, neat and tidy the Licence Area.

10.3 Holding over

If, with the Licensor's consent, the Council continues to use the Licence Area after the expiry of this Licence, the Council does so under a periodical licence which:

- 10.3.1 either party may terminate on six (6) months' notice given at any time; and
- 10.3.2 is on the same terms as this Licence; and
- 10.3.3 binds the Council to carry out the works set out in clause 10.2 above on expiry of such holding over period.

11. BREACH

11.1 Payment obligations

The Council must make payments for the Licence Fee due under this Licence:

- 11.1.1 without set-off, counter-claim, withholding or deduction;
- 11.1.2 to the Licensor or as the Licensor directs; and
- 11.1.3 by direct debit or other means directed by the Licensor.

11.2 The Licensor's rights on breach

If the Council materially breaches any provision of this Licence and fails to remedy the breach within a reasonable time (being at least twenty one (21) days) after being requested in writing to do so, the Licensor may terminate this Licence by notice in writing to the Council.

11.3 Right to rectify

The Licensor may at the Council's cost do anything which the Council should have done under this Licence but which the Council has not done within a reasonable time (being at least twenty one (21) days) after being requested in writing to do so and is not the subject of a dispute between the parties.

The rights of the Licensor under clause 11.3 survive the termination of this Licence.

12. INSURANCE

The Council is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to section 142 and Schedule 1, Part 1 of the *Local Government Act 1999* (SA). If the Council ceases to be a member of the Scheme it must forthwith, pursuant to section 142(1) of that Act and its regulations, take out and maintain public liability insurance to cover its civil liabilities in respect to the Licence Area at a minimum level of cover in the amount of \$20,000,000 for each event..

13. INDEMNITY AND RELEASE

13.1 Risk

The Council uses the Licence Area at its own risk.

13.2 Indemnity

The Council is liable for and must indemnify the Licensor against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death arising as a direct result of:

- 13.2.1 any act, omission, negligence or default of the Council;
- 13.2.2 the overflow or leakage of water or any other harmful agent into or from the Licence Area;
- 13.2.3 any fire on or from the Licence Area;
- 13.2.4 the use of the Licence Area by the Council or otherwise relating to the Licence Area;
- 13.2.5 a breach of this Licence by the Council; or
- 13.2.6 the Council's use of the Licence Area, or
- 13.2.7 the general public's use of the Licence Area;

however for the avoidance of doubt, the Licensor acknowledges that the Council is not responsible for any such action, claim, demand, loss, damage, cost or expense to the extent caused or contributed by the act, omission, negligence or default of the Licensor.

13.3 Release

The Council releases the Licensor from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Licence Area

except to the extent that they are caused by the act, omission, negligence or default of the Licensor.

14. TERMINATION EVENT REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

14.1 Termination by Licensor

If, during the Term as part of any Redevelopment of the Land which includes the Licence Area, the Licensor wishes to demolish or acquire vacant possession of the Licence Area, then the Licensor may terminate this Licence subject to the following provisions

- 14.1.1 the Licensor must provide the Council with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practicable time after this Licence is to be terminated;
- 14.1.2 at any time after providing the Council with those details, the Licensor may give the Council written notice of termination of this Licence (**Termination Notice**) specifying the date on which this Licence is to come to an end being a date not less than six (6) months after the Termination Notice is given.
- 14.1.3 unless terminated earlier by the Council under clause 14.1.4 this Licence comes to an end at midnight on the day specified in the Termination Notice and the Council will not be required to undertake any make good works including those set out in clause 10.2, except that the Licence Area must be left clean and tidy;
- 14.1.4 at any time after receiving a Termination Notice, the Council may terminate this Licence by giving not less than seven (7) days written notice to the Licensor; and
 - (a) where either party terminates this Licence under this clause, the rights and obligations of the Licensor and the Council under this Licence (except with regard to an existing breach) come to an end;
 - (b) rights with regard to an existing breach continue.

14.2 Termination by the Council

- 14.2.1 The Council and the Licensor covenant and agree that:
 - (a) this Licence may be terminated at any time by the Council giving to the Licensor at least ninety (90) days written notice of its intention to terminate (**Termination Notice**);
 - (b) if the Termination Notice is given in accordance with the above subclause, this Licence will terminate on the expiration of ninety (90) days after the service of the Termination Notice or such further period (if any) as may be agreed in writing between the Council and Licensor (**Termination Date**);

- (c) on the termination of this Licence pursuant to this clause, neither party will have any claim against the other in relation to such termination but without prejudice to:
 - (i) the rights of either party for any antecedent breach or default; and
 - (ii) the Lessee's obligations to rectify and make good the Premises on or before the Termination Date; and

14.2.2 If this Licence is terminated pursuant to this clause, the Council will promptly prepare and execute a Deed of Surrender of this Licence (in such format as the Council reasonably requires).

15. **GOODS AND SERVICES TAX**

15.1 If the Licensor is liable to pay GST in connection with the Licence Fee payable pursuant to this Licence then:

15.1.1 the Licence Fee is exclusive of GST;

15.1.2 the Licensor may increase the Licence Fee by the GST Rate; and

15.1.3 the Council must pay the increased Licence Fee on the due date for payment by the Council of the Licence Fee.

15.2 Where the Licence Fee is increased under this clause, the Licensor must, on or before the date on which the Licence Fee is payable, issue a tax invoice to the Council.

15.3 If the Council breaches this clause and as a result the Licensor becomes liable for penalties or interest for late payment of GST, then the Council must in addition to any unpaid Licence Fee and GST, pay the Licensor on demand an amount equal to the penalties and interest.

16. **MISCELLANEOUS**

16.1 **Alteration**

This Licence may be altered only by the agreement of both parties and in writing signed by each party.

16.2 **Approvals, costs and directions**

Where the Council is required:

16.2.1 to obtain the Licensor's approval or consent, the Licensor must act in good faith and must not unreasonably withhold or delay such approval or consent.

16.2.2 to pay the Licensor's costs pursuant to any obligations under this Licence, the Council is only required to pay the Licensor's reasonable costs.

16.2.3 to act in accordance with the Licensor's directions or conditions, those directions or conditions must be written and reasonable.

16.3 Entire agreement

This Licence:

- 16.3.1 constitutes the entire agreement between the parties about the Licence Area;
- 16.3.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Licence Area.

16.4 Waiver

A waiver of a provision of or right under this Licence:

- 16.4.1 can only be given by the party benefitting from the provision or right; and
- 16.4.2 must be in writing signed by the party giving the waiver; and
- 16.4.3 delivered to the other party as a Notice; and
- 16.4.4 is effective only to the extent set out in the written waiver.

16.5 Exercise of power

- 16.5.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this Licence is not a waiver of that power or right.
- 16.5.2 An exercise of a power or right under this Licence does not preclude a further exercise of it or the exercise of another right or power.

16.6 Survival

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this Licence.

17. NOTICE

- 17.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be in writing, in English and signed by a person authorised by the sender.
- 17.2 Notice may be given to a party:
 - 17.2.1 Personally to the party's representative set out in clause 17.5 or the person as last notified as being the party's representative for the delivery of Notices by the relevant party in writing to the other party;
 - 17.2.2 by leaving it at the party's physical address set out in clause 17.5 or as last notified as being the physical address for the delivery of Notices by the relevant party in writing to the other party;
 - 17.2.3 by sending it by pre-paid mail to the party's postal address set out in clause 17.5 or last notified as being the postal address for the delivery of Notices by the relevant party in writing to the other party; or

17.2.4 by sending it by e-mail to the party's e-mail address last notified provided that in relation to the Council, such notice is only deemed to be served service if such notice is also served under clause 17.2.1. 17.2.2 or 17.2.3.

17.3 A Notice is deemed to be received by a party:

17.3.1 when left at the party's address;

17.3.2 if hand delivered, on delivery;

17.3.3 if sent by pre-paid priority mail within Australia, on the fourth Business Day after posting to the postal address for the delivery of Notices;

17.3.4 if sent by e-mail being the email address given by a party from time to time for the delivery of Notices:

(a) at the time shown in the delivery confirmation report generated by the sender's e-mail system; or

(b) if the sender's e-mail system does not generate a delivery confirmation report within twelve (12) hours of the time the e-mail is sent, unless the sender receives a return e-mail notification that the e-mail was not delivered, undeliverable or similar, at the time which is twelve (12) hours from the time the e-mail was sent,

however, if the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.

17.4 If two or more people comprise a party, Notice to one is effective Notice to all.

18. CONSTRUCTION WORK BY THE COUNCIL

18.1 The Licensor acknowledges receipt of a copy of the dilapidation report prepared by Blubuilt Pty Ltd on behalf of the Council.

18.2 The Council's contractors must perform the Works at its own cost to the care expected of an experienced, competent and specialist contractor in carrying out work in the nature of the Works.

18.3 The Council will provide the Licensor with 1 weeks' notice, prior to commencing work that will affect access or egress to any part of the Church, carpark or any other existing buildings or improvements existing on the Land as at the Commencement Date..

18.4 The Parties acting reasonably, will work towards providing mutually agreed access and egress to property and ensure working times and construction do not detrimentally impact on the St Andrews by the Sea daily operations or affect the overall construction program of the Jetty Road Project Stage.

19. COSTS

Within thirty (30) days of being provided with a valid tax invoice, Council will reimburse the Licensor all reasonable costs and expenses incurred by the Licensor not exceeding \$3,500.00 (exclusive of GST) in relation to the preparation, negotiation and execution of this Licence.

Schedule

ITEM 1 Licence Area	That portion of the land comprised in Certificate of Title Volume 5268 Folio 542 marked "Portion A" and "Portion B" and delineated in green and blue respectively on the plan attached hereto as Annexure 1 – The Licence Area
ITEM 2 Land	The whole of the land comprised in Certificate of Title Volume 5268 Folio 542
ITEM 3 Term	Ten (10) years commencing on 19 April 2021 and expiring at midnight on 18 April 2031 with two (2) rights of renewal of the same period commencing on 19 April 2031 and 19 April 2041 respectively
ITEM 4 Times of Use	Subject to clause 18.4 of the Licence for construction activities only and clause 9 of the Licence, the Times of Use of the Licence Area for the Permitted Use will be Twenty four (24) hours a day seven (7) days a week throughout the Term
ITEM 5 Licence Fee	\$1.00 per annum (exclusive of GST) payable annually in advance (if demanded)
ITEM 6 Permitted Use	All purposes of and incidental to an open public plaza and thoroughfare as if it formed part of the adjoining public land including but not limited to everyday use by the general public, community gatherings and events, the installation of Services and associated infrastructure and for such other purposes as detailed in Annexure 2 – Permitted Use.
ITEM 7 Renewed Term	A. Ten (10) years commencing on 19 April 2031 and expiring at midnight on 18 April 2041 B. Ten (10) years commencing on 19 April 2041 and expiring at midnight on 18 April 2051
ITEM 8 Special Conditions	A. Council Works The Licensor acknowledges and agrees that the Council may undertake the Works in accordance with clause 18 on the Licence Area, as shown Annexure 4 – 'Artists Impression of the Chapel Plaza Design' and in accordance with Annexure 3 - 'Delivery of Infrastructure' which shall be carried out in a professional manner and for the purposes of this special condition: i. the conduits alongside the eastern wall of the Church, are for the purposes of Council investing in lighting the Church, any communications or electrical cabling or conduit that existing near the Church's eastern wall, will be for the purposes of lighting the Church. However the, parties recognise these communications cable may connect into the larger lighting program that also operates the lighting

for Council's infrastructure.

- II. the Stobbie pole in the south eastern section of the area will not be relocated on the Licence Area
- III. final as constructed drawings will be issued once the Council has finalised the drawings and with the express understanding that only Approved Infrastructure will be permitted on the Licence Area being:
 - a. New road way, associated subgrade materials, paving and materials.
 - b. Seating with lighting.
 - c. Garden beds and plants.
 - d. Lighting and communications cabling as identified in Item 8(A)(I) above.

B. Right of Way to Pass and Repass

Subject to the Council's obligations set out in clause 4 of the Licence, the Licensor irrevocably and unconditionally grants to the Council and all persons authorised by the Council (including but not limited to the general public and Council's agents, servants, workmen and contractors) a full free and unrestricted right, in common with the Licensor and all others authorised by the Licensor, to occupy and use and, pass and repass over, the Licence Area for the Term and at all times for and incidental to the Permitted Use as if the Licence Area formed part of the adjoining public land free of hindrance or obstruction on the part of the Licensor.

C. Design consultation

- I. Council will provide the Licensor with a detailed design of the newly relocated property entry/exit from Milton Street as per the plan in Attachment 2 "Agreed Car Park Plan".
- II. Pursuant to subclause Item 8(C)(I) above, Council acting reasonably will consider feedback from the Licensor regarding design.
- III. The design and installation will include the following:
 - i. a new Entry /Exit that has been relocated from the Chapel Street to Milton Street including the appropriate interface with Councils foot path, kerb and road;
 - ii. a new permeable fence
 - iii. new car surface and line marking for the affected area
 - iv. a pedestrian gate may be installed (opening inwards on the Land) if the Licensor is willing to reconsider the parking arrangement that will replace the existing entry/exit.
 - v. subject to Council receiving the State Heritage

grant funding of \$8,000 (exclusive GST), Council will undertake the refurbishment of the Slate Steps in accordance with attached scope of works in Attachment 1 "St Andrews Slate Steps Scope".

D. Access for Services Works

Pursuant to Annexure 3 and 4, the Licensor grants a full and free unrestricted right and liberty power and authority for the Council and its agents, servants, workmen, contractors, invitees and others authorised by the Council from time to time and at all times to enter and remain upon and to break the surface of, dig, open up and use the Licence Area for the purposes of installing infrastructure and Services including but not limited to:

- I. delivering the Jetty Road Stage 1 Chapel Street and Hindmarsh Lane construction and ongoing maintenance activities for that infrastructure including, laying down, constructing, fixing, taking up, repairing, replacing, re-laying or examining any ducts, pipes, cables, drips, valves, fittings, meter connections and any other equipment in connection with the Services whether on or below the surface of the Licence Area as in the opinion of the Council shall be necessary or useful in connection with or incidental to the Services and to enter the Land at any time for such purposes;
- II. locating on or erecting on or under the Licence Area any other plant, equipment or other infrastructure for the purpose of the Services and of using and maintaining the same and to enter the Licence Area for such purposes;
- III. transmitting and/or allowing for the proper flow of the Services across the Licence Area; and
- IV. for such purposes as aforesaid a full free and unrestricted right and liberty of ingress, egress and regress from time to time and at all times hereafter for the Council and its agents, servants, workmen, contractors, licensees and others authorised by it with or without vehicles, plant and equipment of any description through, over, across and along the Licence Area.

E. Negotiations to sell a part of the Licence Area

- I. The parties agree to enter into good faith negotiations regarding the sale from the Licensor to Council of a part of the Licence Area.
- II. If the parties reach an agreement regarding the sale of a part of the Licence Area, then this Licence will be varied by way of an addendum to define the new Licence Area and such variation shall take effect as and from the date on which ownership of the relevant part of the Licence Area is transferred to the Council.
- III. The permission of use and terms of the unsold part of the Licence Area as detailed in this Licence will not change as

a result of the Land sale.

F. Successors Bound by Licence

Without detracting in any way from this Licence being binding on the successors of the Licensor, the Licensor covenants and agrees that it will not:

- I. assign, sublet, transfer or part with possession of the Land, or
- II. grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) over the Land whether by sale, lease, declaration or creation of a trust or otherwise,

to any person unless the Licensor has first procured the grant by that person of a licence to the Council in the same form and to the same effect as this Licence.

G. First Right of Refusal

If at any time during the Term of this Licence the Licensor is desirous of selling any certificate of title in respect of the Land which incorporates the Licence Area or any part thereof the Council will have the first right to purchase such Land or such part thereof upon the following conditions:

- I. the Licensor must first give notice in writing to the Council specifying the part of the Land which the Licensor desires to sell (hereinafter called "**the subject land**") and with such notice there must be delivered to the Council the form of contract of sale containing the terms for sale;
- II. the Council if it desires to purchase the subject land upon the terms and conditions so offered must within 45 days after the receipt of such notice cause to be delivered to the Licensor the said form of contract duly executed by the Council together with the deposit or any other moneys required by the terms thereof to be paid upon the execution thereof and thereupon such contract will be deemed to have been entered into by the parties;
- III. if the Council does not within the said period of 45 days accept the Licensor's offer of sale of the subject land (as to which time shall be of the essence) or if the Council at any time within the said period of 45 days notifies the Licensor that it does not accept such offer, then the Licensor will be at liberty to sell the subject land to any other person upon terms and conditions not more favourable to the proposed purchaser than those upon which the same were previously offered to the Council.

H. Adjacent Land

The Licensor and St Andrew's by the Sea acknowledge and agree that nothing in this Licence will restrict or otherwise affect the way in which Council's use, manage and otherwise deal with land owned by it, including any part of the Land that may be acquired by the Council.

EXECUTED as an agreement

DATED

EXECUTED for and on behalf of THE UNITING)
CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.))
(ABN: 25 068 897 781) by its duly Authorised)
Delegate:)


.....
Signed by Authorised Delegate

MATTHEW WILSON
.....
Print Full Name of Authorised Delegate

Date: 19 / 7 / 2021

THE COMMON SEAL of **CITY OF HOLDFAST BAY**
was hereunto affixed in the presence of:

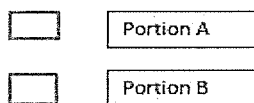
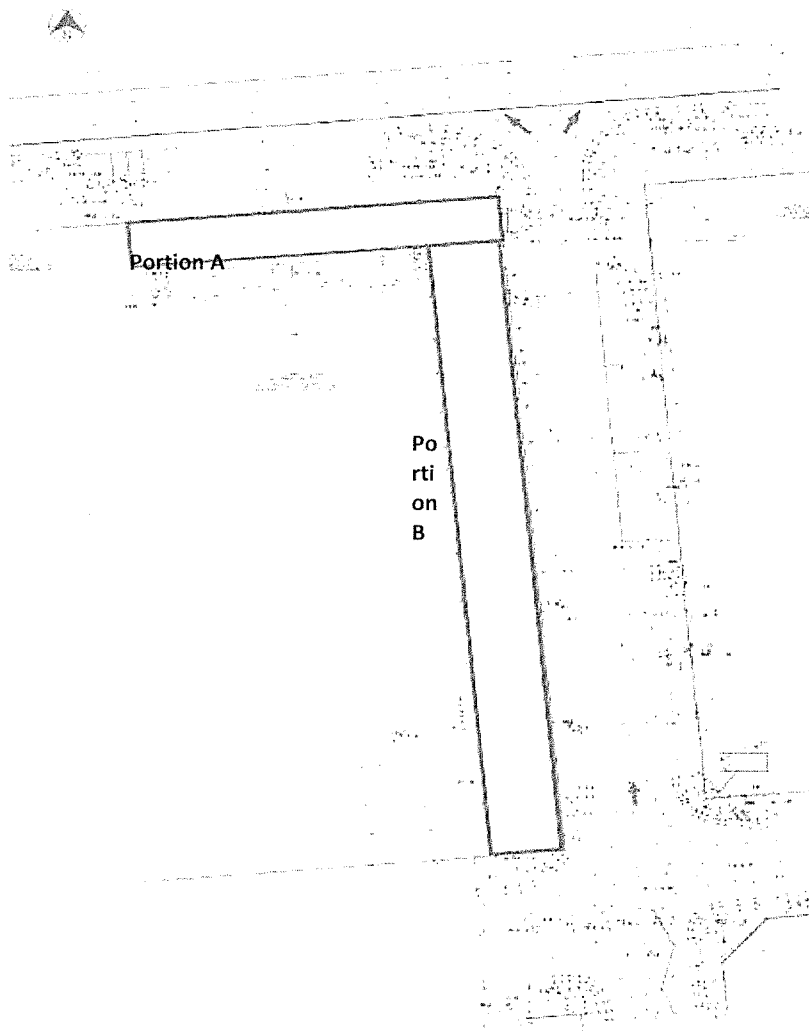
.....
Mayor

.....
Chief Executive Officer

Annexure 1 – The Licence Areas

Pursuant to Item 2 of the Schedule the below map details the area of the Land that forms part of the Licence. For ease of identification the area under this Licence is categorised into two (2) portions namely:

1. Portion A comprising the Northern Area as delineated in green below (**Portion A**), from the slate steps to the Land boundary; and
2. Portion B comprising the Western Area as delineated in blue below (**Portion B**), from the Church building to the Land boundary.



Annexure 2 – Permitted Use

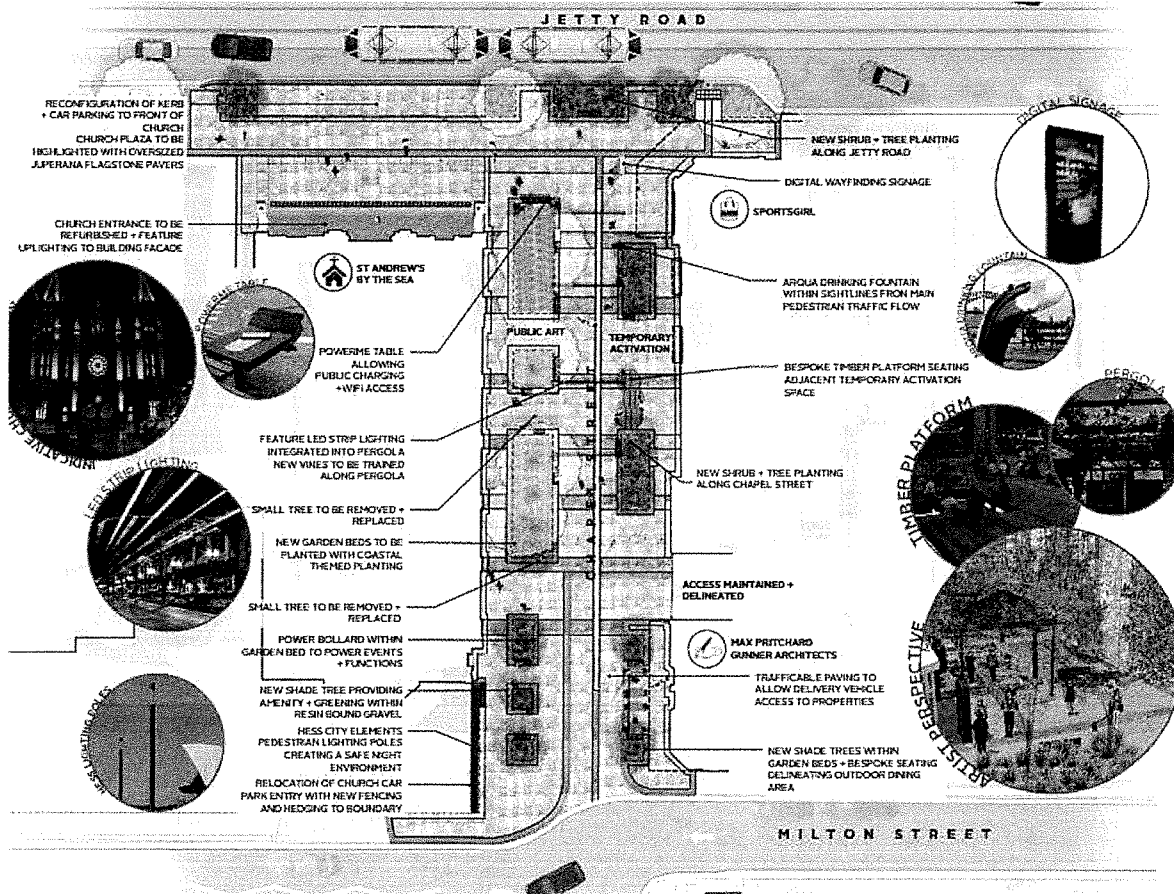
In addition to the Permitted Use set out in Item 6 of the Schedule but in all things subject to the provisions of clauses 4.2 and clause 9 of the Licence, , the Licensor covenants and agrees that:

- (a) the Council is permitted to use and access the Licence Area during the Times of Use and for the Permitted Use including but not limited to:
 - (i) every day passive public access for pedestrians;
 - (ii) constructing, installing, repairing, maintaining and replacing its infrastructure (both above and below ground on the Licence Areas) including but not limited to:
 - (1) the approved design or similar contained in Annexure 3 and Annexure 4;
 - (2) decorative lighting to enhance the Church façade; and
 - (3) any Services infrastructure as per Special Condition Item 8 (D) of the Schedule and any other public service utility infrastructure as may be considered reasonably necessary by Council in line with the attached design as set out in Annexure 4 – 'Artists Impression of the Chapel Plaza Design' or similar;
 - (iii) hosting events subject to the prior written approval of the Licensor which approval may be withheld at the Licensor's absolute discretion; and
 - (iv) undertaking cleaning, repairs and maintenance; and
- (b) the Licensor must not install any infrastructure whether permanent, temporary (exceeding one (1) week) or otherwise on the Licence Area without prior written approval from the Council and for which approval will not be unreasonably withheld.
- (c) Council will permit the Licensor and St Andrews by the Sea unobstructed ingress and egress (as a thoroughfare only and without vehicles) toto the Land and the Licence Area from the kerb line on Jetty Rd, heading south towards the slate front steps to the Licensor's Land in accordance with clause 8.3 of this Licence.

Annexure 3 Delivery of Infrastructure

1. Delivery of the infrastructure referenced in this Licence is at the absolute discretion of the Council. The Licensor acknowledges receipt of a copy of the "for construction" drawings for information purposes only the Council may make adjustments to and amend the design and associated infrastructure from time to time. .
2. The Council is responsible for the cost of procuring the Works and will clean, repair and maintain its infrastructure on the Licence Area at its cost (except to the extent any repairs, maintenance or replacement works are required by the act, omission, negligence or default of the Licensor).

Annexure 4 Artists Impression of the Chapel Plaza Design



Attachment 1 St Andrews Slate Steps Scope

ST ANDREWS STEP SCHEDULE

FRONT STEPS AND SLATE WORKS 2022

ST ANDREWS BY THE SEA GLENELG
FRONT STEPS AND SLATE WORKS - SLATE SCHEDULE
May 20



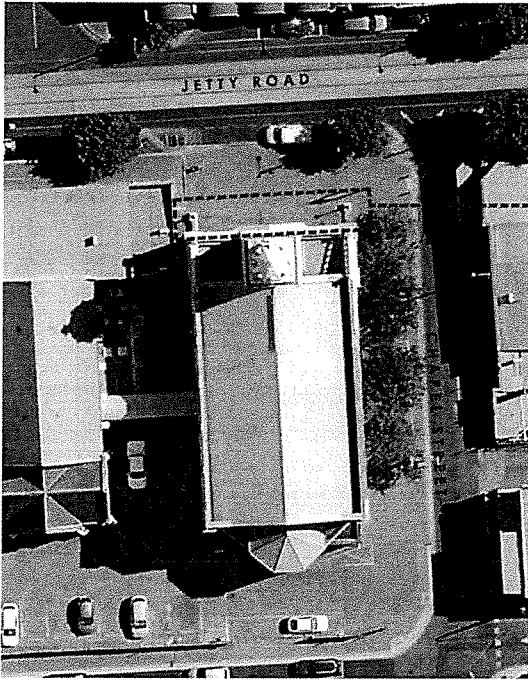
Steps	Width	Length	Depth	Comments on Existing	Comments on Proposed
S11.1	355	2410	50		
S11.2	355	2340	50		
S11.3	355	1690	50		
S11.4	355	2410	50		
S11.5	355	1730	50		
S11.6	355	1940	50		
S11.7	355	710	50		
S11.8	355	1640	50		
S12.1	320	1760	50	Irregular shape	
S12.2	320	2300	50		
S12.3	320	1690	50		
S12.4	320	2420	50		
S12.5	320	1990	50		
S12.6	320	1510	50		
S12.7	320	1180	50		
S12.8	320	2300	50	Irregular shape	
S13.1	350	3500	50	Irregular shape	
S13.2	350	2200	50		
S13.3	350	2290	50		
S13.4	355	2720	50	Slightly longer than other steps	
S13.5	340	1420	50	Slightly shorter than other steps	
S13.6	345	1040	50	Newer slate block has a crack on front edge	
S13.7	350	350	50	Irregular shape	

Interior Slabs	Width	Length	Comments on Existing	Comments on Proposed
SU1	1000	740	Potential existing damage from existing windows/door	Carefully rake out existing unit/joints
SU2	1000	2640	Multiple Cracks as well as additional damage from the doors/windows	Cut out and remove damaged portion and replace.
SU3	1000	340	Potential existing damage from existing window/door	Carefully rake out existing unit/joints
SU4	1200	360		
SU5	1160	2430	Excessive grouting on NW and SE edges	Carefully rake out existing unit/joints
SU6	1160	1650	Excessive grouting on NE edges	Carefully rake out existing unit/joints
SU7	1200	360		
SU8	870	1710	Excessive grouting on N edges	Carefully rake out existing unit/joints
SU9	870	1940		
SU10	870	330		
SU11	760	1170		
SU12	760	1360	Small crack starting on N edge	
SU13	760	1360		

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ST ANDREWS BY THE SEA - GLENELG
FRONT STEPS AND SLATE WORKS 2022

Exterior Slabs	Width	Length	Comments on Existing	Comments on Proposed
SLE1	870	220	Pushed away large amount of gravel between it and building	
SLE2	270	545	Old repair large amount of gravel between it and building	
SLE3	1180	1340	corner cut out by SLE2	
SLE4	1220	1390	small crack starting on E edge	
SLE5	1170	1540	small crack starting on W edge	
SLE6	590	410		
SLE7	610	1690	crack breaking into 2 separate pieces	To be replaced and removed
SLE8	140	360		
SLE9	650	1720		
SLE10	970	2090	Medium crack on western edge and installation joint for existing handrail	
SLE11	850	1750		
SLE12	970	1450	Small crack W edge	
SLE13	140	350		
SLE14	610	1690	Crack across whole block	To be replaced and removed
SLE15	210	410		
SLE16	1180	1350	small crack E edge, pushed far from the existing building	To be removed and reinstalled
SLE17	1260	1380	small chunk cracked off SW corner	
SLE18	1150	1350	small chunk cracked off SE corner	
SLE19	970	200		



LOCATION PLAN
scale NTS



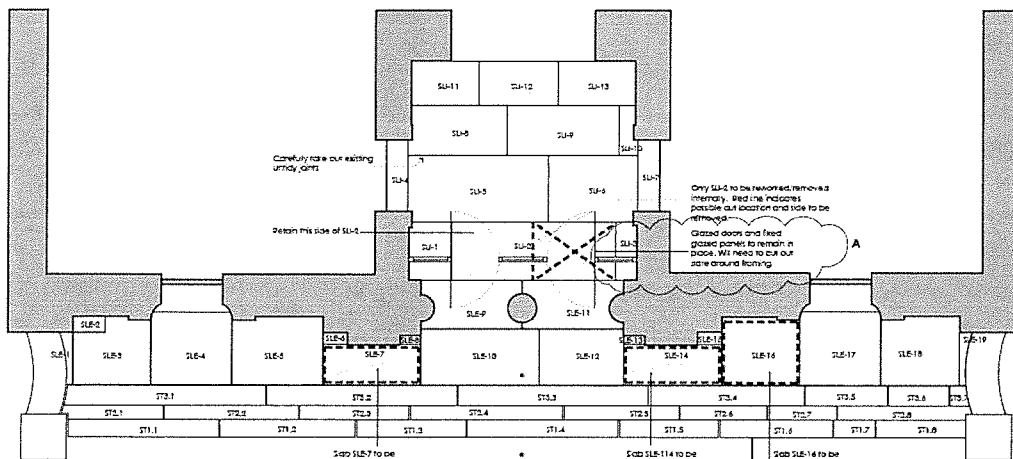
GENERAL VIEW OF ENTRY
scale NTS

PROPOSED AREA OF WORK OUTLINED IN RED

ST ANDREWS GLENELG - FRONT STEPS AND SLATE WORKS
LOCATION PLAN

Date: 08.05.20
Project No: 20.12
Drawing No: A-01

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SCHEDULED PLAN
scale 1:50 @ A3

- LEGEND**
- SLE-3 External slate slab No 3
 - SLE-3 Internal slate slab No 3
 - ST3.1 Slate step No 3, slab No 1

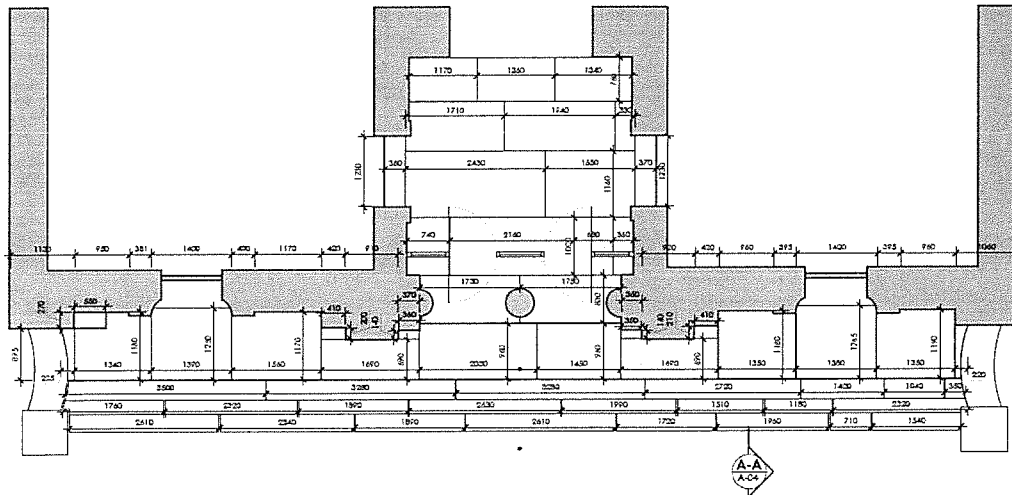
REFER TO WRITTEN SCOPE OF WORKS FOR DETAILS

ST ANDREWS GLENELG - FRONT STEPS AND SLATE WORKS
SLATE SLAB AND STEP PLAN

Date: 08.05.20
Project No: 20.12
Drawing No: A-02A

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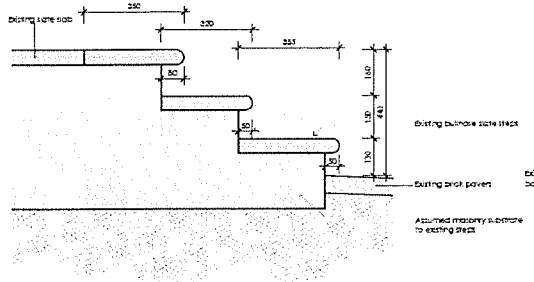


DIMENSIONED PLAN
scale 1:50 @ A3

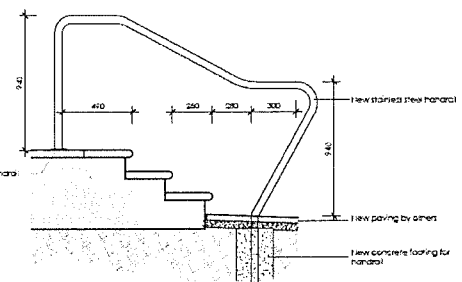
ST ANDREWS GLENELG - FRONT STEPS AND SLATE WORKS
DIMENSIONED PLAN

Date: 08.05.20
Project No: 20.12
Drawing No: A-03

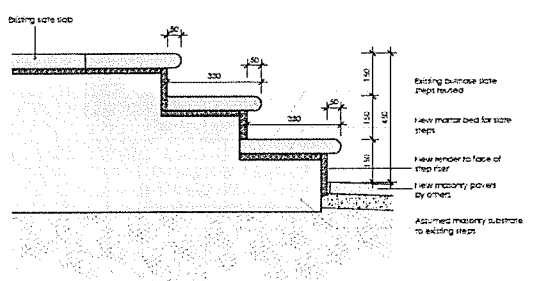
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Melbourne, VIC 3000 T 03 9410 1400
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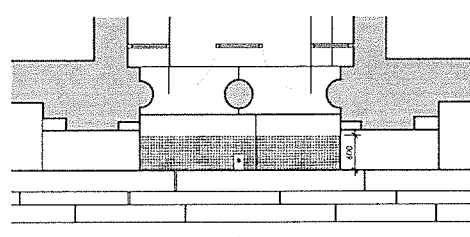
EXISTING STAIR SECTION
scale 1:10 @ A3



PROPOSED HANDRAIL
scale 1:20 @ A3



PROPOSED STAIR SECTION
scale 1:10 @ A3



PROPOSED TACTILE INDICATORS
scale 1:20 @ A3

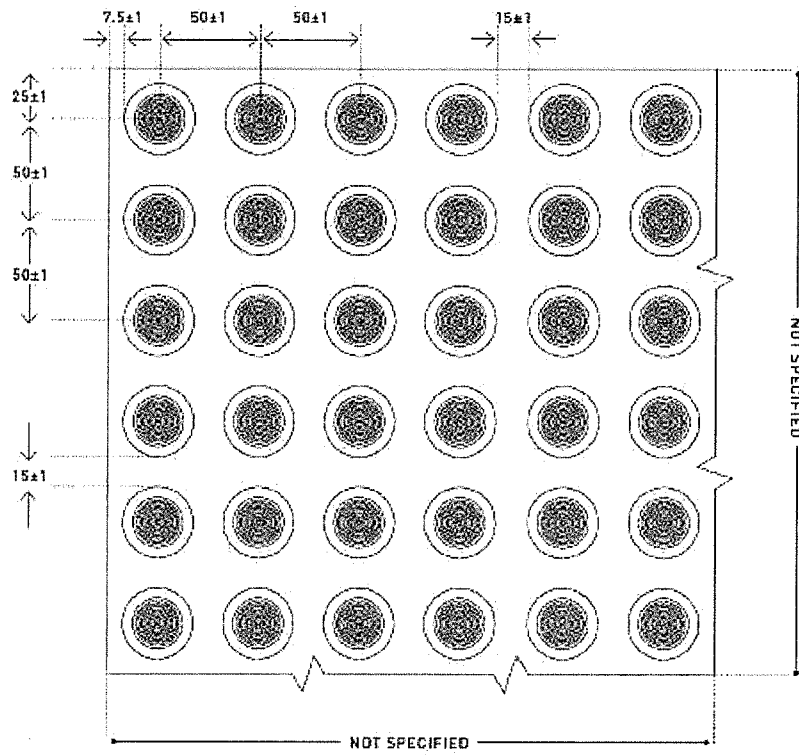
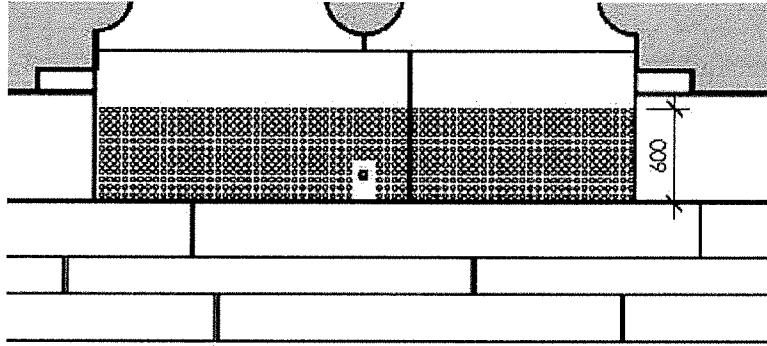
ST ANDREWS GLENELG - FRONT STEPS AND SLATE WORKS
DETAILS

Date: 08.05.20
Project No: 20.12
Drawing No: A-04

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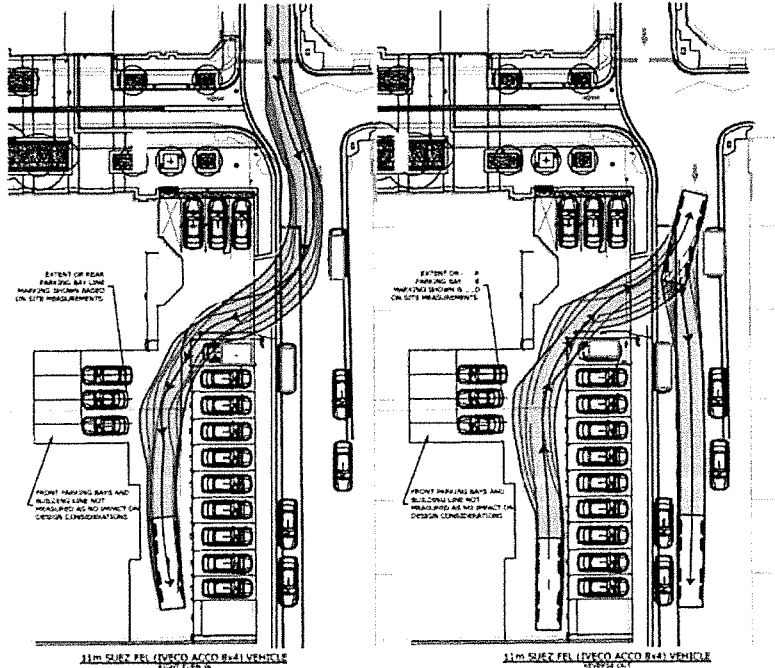


Tactile Layout Plan



Attachment 2 – Agreed Car Park Plan

St Andrews by the Sea Updated Crossover Design – Agreed Layout



- 1 additional on street car parks removed (shown as green boxes)
- Total loss of 3 car parks on Milton street (northern side) & change of 3 car parks to a 2 minute Kiss and Drop with no standing all other times
- Bins can be moved to location 1 and 2
- Waste removal to stop on northern kerb side to pick up bins – no entry onto the property is necessary
- Loss of 1 off street parking

Attachment 2a





THE LAW SOCIETY
OF SOUTH AUSTRALIA

CONTRACT
FOR THE SALE AND PURCHASE OF LAND
(NON-RESIDENTIAL)

PORTION OF 92 JETTY ROAD, GLENELG SA 5045

SCHEDULE

ITEM 1:	VENDOR/S Name/s: The Uniting Church in Australia Property Trust (SA) ACN/ABN /ARSN (if any): 25 068 897 781 Mailing address: Level 2, 212 Pirie Street, Adelaide SA 5000 Ph: Email:
ITEM 2:	PURCHASER/S Name/s: City of Holdfast Bay ACN/ABN /ARSN (if any): 62 551 270 492 Mailing address: PO Box 19, Brighton SA 5048 Ph: Email: (If not otherwise stated, any 2 or more Purchasers will be deemed to purchase the Land as joint tenants)
ITEM 3:	LAND An estate in fee simple in proposed "Area A" on the draft Plan of Division in Annexure B having an area of approximately 108 square metres as comprising portion of the land in Certificate of Title Register Book Volume 5268 Folio 542 Street address (if any): portion of 92 Jetty Road, Glenelg SA 5045
ITEM 4:	INCLUDED PROPERTY (Personal property included in the Sale) <input type="checkbox"/> Floor coverings (fixed) <input type="checkbox"/> Light fittings <input type="checkbox"/> Window treatments <input type="checkbox"/> Air-conditioner <input type="checkbox"/> Clothes line <input type="checkbox"/> TV antenna / satellite dish <input type="checkbox"/> Free-standing spa / pool <input type="checkbox"/> Whitegoods <input type="checkbox"/> Solar electricity panels <input type="checkbox"/> Kerbside rubbish bins Other - Nil If any of the Included Property is sold subject to a Third Party Interest or hire agreement to be assigned to the Purchaser, specify details below: (1) In law, a sale of freehold land includes fixtures upon that land. If in doubt, identify an asset as Included Property or as Excluded Property. (2) If agricultural or horticultural land, consider any crop still growing at Settlement.
ITEM 5:	EXCLUDED PROPERTY Nil
ITEM 6:	TENANCIES, EXCEPTIONS AND RESERVATIONS Nil Specify any Tenancy or Third Party Interest (disregarding any other Permitted Interest as defined in this contract) to be taken over by the Purchaser.
ITEM 7:	PRICE/S Land: \$100,000.00 Included Property: \$Nil GST (if applicable): \$10,000.00 Total: \$110,000.00

ITEM 8:	<p>DEPOSIT</p> <p>\$10,000.00</p> <p>If nothing stated, 10% of the total of the Price/s (before any GST) plus any GST.</p> <p>Payable on the execution of this contract / Payable on expiry of the Cooling-off Period.</p> <p>The Deposit may be tendered by Bank Cheque, or by deposit of clear funds to a nominated bank account of the Deposit Holder, in any combination.</p>
ITEM 9:	<p>BALANCE</p> <p>\$100,000.00 (including GST, if applicable)</p>
ITEM 10:	<p>DEPOSIT HOLDER</p> <p>Name/s: Tri-meridian Corporate & Commercial Law Pty Ltd – Trust Account ACN /-ABN /-ARSN (if any): 621 261 489 Mailing address: Level 4 Beacon House, 185 Victoria Square, Adelaide SA 5000 Ph: (08) 7120 9000 Email:</p>
ITEM 11:	<p>DATE FOR SETTLEMENT</p> <p>Refer to special conditions 3 and 4</p>
ITEM 12:	<p>WATER ALLOWANCE (Clause 22)</p> <p>\$Nil</p> <p>If nothing stated, \$400.00.</p>
ITEM 13:	<p>STATUTORY NOTICES (Clause 14)</p> <p>(1) Those to be discharged by the Vendor: Nil</p> <p>(2) Those to be discharged by the Purchaser: Nil</p>
ITEM 14:	<p>REGULATORY REQUIREMENTS (Clause 5)</p> <p>(1) To be obtained by the Vendor: Not applicable Period within which to be obtained: Not applicable</p> <p>(2) To be obtained by the Purchaser: Refer special condition 3 Period within which to be obtained: Refer special condition 3</p>
ITEM 15:	<p>ANNEXURES</p> <p><input checked="" type="checkbox"/> Annexure A – Special Condition</p> <p><input checked="" type="checkbox"/> Annexure B – Draft Plan of Division</p>

ITEM 16:	GST (Part 8)	[Mark only 1 box below as "Yes".]
	The Sale:	Yes
	(a) is not a taxable supply, as the Vendor is not, and is not required to be, registered for GST.	<input type="checkbox"/>
	(b) is a taxable supply of real property, with the margin scheme under GST Law Division 75 not to apply.	<input checked="" type="checkbox"/>
	(c) is a taxable supply of real property, to which the margin scheme under GST Law Division 75 applies.	<input type="checkbox"/>
	(d) is a taxable supply of commercial residential premises.	<input type="checkbox"/>
	(e) is a taxable supply of residential premises to which GST Law section 40-65(2) applies.	<input type="checkbox"/>
	(f) is an input taxed supply of residential premises to be used predominantly for residential accommodation to which GST Law section 40-65(1) applies and section 40-65(2) does not apply.	<input type="checkbox"/>
	(g) is GST-free as a supply of a going concern under GST Law section 38-325.	<input type="checkbox"/>
	(h) is GST-free as a supply of potential residential land subdivided from farm land to which GST Law section 38-475 applies.	<input type="checkbox"/>
	(i) is GST-free as a supply of farm land supplied for a farming business to which GST Law section 38-480 applies.	<input type="checkbox"/>
	(j) is a supply that is partly taxable and partly non-taxable. The GST exclusive values of those respective supplies are as follows:	<input type="checkbox"/>
	Taxable Supply	
	Description of property:	
	GST exclusive value	\$ _____
	Non-Taxable Supply	
	Description of property:	
	GST exclusive value	\$ _____
	Total	\$ _____
	Note – total is to be the same as the total of Price/s in Item 7.	

<p>ITEM 17:</p>	<p>GST WITHHOLDING NOTICE – RESIDENTIAL PREMISES AND POTENTIAL RESIDENTIAL LAND (Clause 64)</p> <p>(1) Vendor's Notice (mark only 1 box)</p> <p><input type="checkbox"/> YES – this Item 17 constitutes the written notice to be given by the Vendor pursuant to section 14-255 of Schedule 1 of the TA Act.</p> <p><input type="checkbox"/> NO – the Vendor will, separate to this contract, give the Purchaser written notice pursuant to section 14-255 of Schedule 1 of the TA Act.</p> <p>If YES is marked for Item 17 (1), the Vendor must complete Item 17 (2).</p> <p>(2) The Vendor states:</p> <p><input type="checkbox"/> YES – the Purchaser is required to pay the GST Withholding Amount to the Australian Taxation Office in accordance with the TA Act and clause 64 of this contract.</p> <p><input type="checkbox"/> NO – the Purchaser is not required to pay any GST Withholding Amount to the Australian Taxation Office in accordance with the TA Act.</p> <p>If YES is marked for Item 17 (2), complete the remainder of this Item 17 below. If NO is marked for Item 17 (2), strike through or leave blank the remainder of this Item 17 below.</p> <p>(3) GST Withholding Amount required to be paid by the Purchaser to the Australian Taxation Office in accordance with the TA Act and clause 64 of this contract:</p> <p style="padding-left: 40px;">\$</p> <p>Notwithstanding the above amount, it is the Purchaser's responsibility to ensure that the correct GST Withholding Amount is paid to the Australian Taxation Office.</p> <p>(4) Details of the supplier who is liable for GST (Note: this may be the Vendor):</p> <p style="padding-left: 40px;">Name of supplier:</p> <p style="padding-left: 40px;">ABN of supplier:</p> <p style="padding-left: 40px;">Mailing address:</p> <p style="padding-left: 40px;">Ph: _____ Email:</p> <p style="padding-left: 40px;">Supplier's proportion of GST Withholding Amount: \$</p> <p>(5) GST inclusive market value of any non-monetary consideration:</p> <p style="padding-left: 40px;">\$</p> <p>For details as to when the GST Withholding Amount is to be paid by the Purchaser, see clause 64 of this contract.</p> <p>If there is more than one supplier, the Vendor must separately provide the details set out in Item 17 (4) for each supplier.</p>
<p>ITEM 18:</p>	<p>ELECTRONIC CONVEYANCING</p> <p>Subject to Part 12, settlement and lodgement for registration of any transfer of the Land to the Purchaser (together with discharge of any mortgage of the Land this contract requires be discharged and any new mortgage of the Land to be granted by the Purchaser) will be effected electronically in accordance with the EC Law:</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>ITEM 19:</p>	<p>ANCILLARY CONTRACT/S (Part 9)</p> <p>1) Those to be assigned by the Vendor: Nil</p> <p>2) Those to be held in trust for the Purchaser by the Vendor: Nil</p>

STANDARD TERMS FOR THE SALE OF LAND

PART 1 – PRELIMINARY

1. DICTIONARY

In this contract:

ADI means an authorised deposit-taking institution (within the meaning of the *Banking Act 1959* (Cwth))

Ancillary Contract means, as applicable, any contract to which the Vendor is party or by which the Vendor is bound:

- a) for a Tenancy – and includes any guarantee, indemnity or bond held as security for a Tenant's performance;
- b) for the hire, lease, hire-purchase or bailment of any goods in Included Property and/or any PPS lease (within the meaning of the *Personal Property Securities Act 2009* (Cwth)) in respect of that Included Property, but only if such contract is specified in **Item 4**;
- c) for any mortgage, easement, encumbrance or restrictive covenant in relation to the Land (and so far as concerns the Land) that is a Permitted Interest and so not required to be discharged at or before Settlement;
- d) in relation to the Land (and so far as concerns the Land) made under section 37A of the *Aboriginal Heritage Act 1988*, section 50(2), section 57 or section 57A of the *Development Act 1993*, section 59 of the *Environment Protection Act 1993*, section 32 of the *Heritage Places Act 1993*, section 23 of the *Native Vegetation Act 1991*, or section 58, section 59 or section 61 of the *Mining Act 1971* and not required to be discharged at or before Settlement; and
- e) any other ancillary contracts specified in **Item 19**.

Also included is the benefit of any consumer guarantee under the *Australian Consumer Law / Australian Consumer Law (SA)* in relation to any goods in Included Property or any construction work done to the Land.

Assets mean the following individually and collectively:

- a) the Land, and any part of that Land; and
- b) the Included Property (if any),

but always excluding any Excluded Property.

Bank Cheque means a cheque drawn by an ADI upon itself.

Bank Guarantee means an unconditional, irrevocable guarantee or bond by an ADI in favour of the Vendor and with a expiry date not earlier than 30 calendar days after the Date for Settlement and otherwise in a form acceptable to the Vendor acting reasonably.

Business Day means a day other than:

- a) a Saturday, Sunday;
- b) a day which is a public holiday in South Australia (within the meaning of the *Holidays Act 1910*); or
- c) a day that falls between Christmas Day and the next following New Year's Day.

Business Hours	mean the hours between 9:00 am and 5:00 pm (South Australian time) on a Business Day.
Clearance Certificate	means a certificate issued under section 14-220 of Schedule 1 of the TA Act which remains current at the Date of Settlement.
Client Authorisation	has the meaning given in section 240A of the RPA.
Conveyancing Transaction, Electronic Workspace, Lodgment Case, Representative, Responsible Subscriber, and Subscriber	have the meaning given in the <i>Participation Rules</i> last determined by the Registrar-General under the EC Law.
Cooling-off Period	means the period on and from the Execution Date to the expiration of the prescribed time (within the meaning given in section 5 of the <i>Land and Business (Sale and Conveyancing) Act 1994</i>).
Date for Settlement	means the date specified in Item 11 or as the parties may agree in writing.
Date of Settlement	means the date Settlement occurs.
Default Rate	means at any time 2% per annum above the last published BankSA Variable Business Loan Rate or, if such rate does not exist, 10%.
Deposit	means a deposit of the amount stated in Item 8 paid by or on behalf of the Purchaser.
Deposit Holder	means a person named in Item 10 or, if no person is named, means the Vendor.
EC Law	means the <i>Electronic Conveyancing National Law (South Australia)</i> as defined in the <i>Electronic Conveyancing National Law (South Australia) Act 2013</i> .
Excluded Property	means individually and collectively any asset specified in Item 5 .
Execution Date	means the date this contract was executed by the last of the parties.
FRCG Withholding Amount	means the amount determined under section 14-200(3)(a) of Schedule 1 of the TA Act in respect of the sale of the Land, or such lesser amount as may be specified in a variation notice under section 14-235 of Schedule 1 of the TA Act, a copy of which notice has been provided to the Purchaser prior to Settlement.
GST, adjustment, adjustment note, approved valuation, commercial residential purposes, creditable acquisition, enterprise, GST-free, input tax credit, input taxed, margin, margin scheme, new residential premises, residential premises, supply of a going	have the meaning given in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwth) (GST Law).

**concern, tax invoice,
and taxable supply**

GST Withholding Amount	means the amount determined under section 14-250 of Schedule 1 of the TA Act in respect of the sale of the Land.
Included Property	means individually and collectively: <ul style="list-style-type: none"> a) the Vendor's rights and benefits under any Ancillary Contract that remain due to be enjoyed after Settlement; b) any consent, approval, licence or permit held by the Vendor from government for the occupation, use, enjoyment or development of the Land; and c) that property (if any) stated in Item 4.
Instrument	means, as regards a dealing with the Land this contract requires or allows, an instrument as defined in section 3(1) of the RPA.
Item	means an item in the Schedule. If no particulars are stated in an Item, that Item must be read as if 'nil' or 'not applicable' (as the context allows) was stated in that Item.
Land	means the estate or interest in land stated in Item 3 , including any: <ul style="list-style-type: none"> a) easements, rights, privileges and other appurtenances referred to in the certificate or other muniment of title for that land; b) improvements or fixtures on that land on the Execution Date to the extent not Excluded Property; and c) if the Land is sold subject to any Tenancy, the Vendor's right, title, estate and interest under that Tenancy as at and from Settlement.
Lawyer	means, as regards a party, a legal practitioner under the <i>Legal Practitioners Act 1981</i> or a registered conveyancer under the <i>Conveyancers Act 1994</i> acting for that party in the Sale.
LTO	means the Lands Titles Registration Office as constituted under the RPA.
New Residential Premises	has the meaning given in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cwth).
Permitted Interest	means any of the following, as applicable: <ul style="list-style-type: none"> a) restrictions under planning, development or heritage legislation; b) any statutory easement in favour of government or a public utility; c) any statutory charge or lien to secure payment of rates or taxes, so long as the liability or debt it secures is not overdue; d) any easements and rights to which the Land is subject referred to on the certificate or other muniment of title to the Land and any exceptions or reservations referred to therein, and not by the terms of this contract required to be discharged prior to or at Settlement; e) if the Land is or includes, or will at Settlement include, a unit under the <i>Strata Titles Act 1988</i> or a lot under the <i>Community Titles Act 1996</i>, easements imported under that legislation as applicable; f) a matter stated in Item 6;

	g) any statutory encumbrance (of the meaning given in section 223LA(1) of the RPA) required to give effect to a dealing with the Land this contract requires or allows;
	h) the terms and conditions of any Ancillary Contract to be assigned by the Vendor to the Purchaser under this contract; and
	i) any estate or interest created by this contract in favour of the Purchaser.
Potential Residential Land	has the meaning given in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cwth).
Price	means, in relation to an Asset, the price stated against it in Item 7 including the Deposit but before any GST applicable.
Purchaser	means the person/s named in Item 2 and, if more than 1, means each of them jointly and severally.
Regulatory Requirement	means an approval, certificate, consent, authorisation or permit required to be issued by government or a government instrumentality, such as: <ul style="list-style-type: none"> a) a consent by a relevant authority under the <i>Development Act 1993</i>; b) a consent by a Minister under the <i>Crown Land Management Act 2009</i> or the <i>Pastoral Land Management and Conservation Act 1989</i>; c) a division of land under the <i>Community Titles Act 1996</i>, the RPA or the <i>Strata Titles Act 1988</i>; d) if the Takeovers Act applies to the Purchaser's acquisition of the Land, the grant of an exemption certificate, issue of a no objection notification, or the Treasurer losing power to make an order or decision under Division 2 of Part 3 of the Takeovers Act in relation to the acquisition.
Residential Premises	has the meaning given in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cwth).
RPA	means the <i>Real Property Act 1886</i> .
Sale	means the sale and purchase of the Assets this contract contemplates.
Schedule	means the schedule immediately preceding these terms or referencing these terms.
Settlement	means settlement of the Sale.
Statutory Notice	means, as regards the Assets, any: <ul style="list-style-type: none"> a) agreement, claim, declaration, demand, direction, notice, order or demand with or issued by a government, government instrumentality or regulatory body that would be required to be disclosed in a <i>Form 1 – Vendor's Statement</i> under section 7 of the <i>Land and Business (Sale and Conveyancing) Act 1994</i>; and / or b) application made under the <i>Encroachments Act 1944</i>.
TA Act	means the <i>Taxation Administration Act 1953</i> (Cwth).
Takeovers Act	means the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cwth).

Tenancy	means a tenancy, lease or licence to occupy the Land (or part of the Land) specified in Item 6 , and Tenant has a corresponding meaning.
Third Party Interest	means a trust, mortgage or charge, and: <ol style="list-style-type: none"> a) in case of the Land, includes a lease, licence to occupy, restrictive covenant, <i>profit à prendre</i>, easement, caveat, decree or order of Court (including a decree or order a memorial of which has been entered against the Land under section 105 of the RPA); and b) in case of Included Property, includes any lien, pledge and any security interest (within the meaning given in the <i>Personal Property Securities Act 2009</i> (Cwth)).
Vendor	means the person/s named in Item 1 and, if more than 1, means each of them jointly and severally.
Vendor's Notice	means the notice required to be given to the Purchaser pursuant to section 14-255 of Schedule 1 of the TA Act in respect of the sale of the Land (as set out in Item 17 or given separately to this contract).

Expressions defined elsewhere in this contract have that meaning.

Subject to all the above, expressions in this contract have the same meaning as in a provision of the RPA that deals with the same matter.

2. INTERPRETATION

In this contract: neuter includes masculine and feminine; singular includes plural and *vice versa*; reference to a person includes a body politic or corporate, an individual and a partnership and *vice versa*; reference to a party includes a successor to the rights or obligations of that party under this contract; headings do not affect construction; no rule of construction applies to the disadvantage of a party because that party put forward this contract or any portion of it; another grammatical form of a defined word has a corresponding meaning; references to time mean legal time in South Australia; reference to legislation includes the legislation as amended, any substituted legislation, any subordinate legislation under that legislation, and any orders under that legislation; reference to any subordinate legislation includes that subordinate legislation as amended, any substituted subordinate legislation; reference to a section of legislation or a regulation of subordinate legislation includes a section or regulation that substitutes that section or regulation.

3. SEVERANCE

If a provision of this contract would, but for this clause 3, be unenforceable:

- 3.1 the provision must be read down to the extent necessary to avoid that result; or
- 3.2 if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this contract.

PART 2 – THE SALE

4. COOLING-OFF

If the Purchaser rescinds this contract under section 5 of the *Land and Business (Sale and Conveyancing) Act 1994*, the Vendor may retain from any Deposit paid only the amount section 5(4) of that Act allows.

5. REGULATORY REQUIREMENTS

- 5.1 A dealing with the Assets the subject of this contract is not effective pending the satisfaction of any Regulatory Requirement without which that dealing would contravene any legislation.

- 5.2 A party under this contract given responsibility to attempt to satisfy a Regulatory Requirement must use reasonable endeavours to satisfy that Regulatory Requirement within the time this contract may require (or, if no period is specified in **Item 14**, within 20 Business Days from the Execution Date) and before Settlement.
- 5.3 Neither party may hinder the satisfaction of a Regulatory Requirement.
- 5.4 A party who becomes aware that a Regulatory Requirement is satisfied or becomes incapable of being satisfied must, within 2 Business Days, in writing, notify the other party.
- 5.5 A Regulatory Requirement is not satisfied if:
- 5.5.1 issued or obtained upon terms and conditions not acceptable to the parties acting reasonably; or
 - 5.5.2 it is the subject of an appeal or judicial review, brought reasonably, and not finally disposed of.
- 5.6 If a Regulatory Requirement is not satisfied within time, a party not in default under clause 5.2 may terminate the Sale upon giving at least 10 Business Days' written notice to the other party, in which case the Sale terminates upon expiry of that notice period unless the Regulatory Requirement is satisfied in the meantime.

6. TERMINATION FOR DEFAULT

- 6.1 If, before or at Settlement, a party (**Party 1**) defaults in that party's observance or performance of this contract, the other party (**Party 2**) may give a written notice of default (**Default Notice**) to Party 1.
- 6.2 A Default Notice:
- 6.2.1 may be given at any time after the default occurs and before its remedy;
 - 6.2.2 is without prejudice to any other rights or remedies Party 2 may have;
 - 6.2.3 must identify the default (giving reasonable details);
 - 6.2.4 must require Party 1 to remedy the default within 3 Business Days from the service of the notice for a pre-Settlement default, or within such longer period as Party 2 may specify in the notice;
 - 6.2.5 if the default occurred at Settlement, must appoint a time during Business Hours for Settlement and require Party 1 to settle at the time specified in the notice (it being agreed that, if such time is not less than 10 Business Days after the date of service of such notice, then such period of notice will be deemed fair and reasonable and Party 1 shall be precluded from raising any objection to such period of notice);
 - 6.2.6 may state that, unless the default is remedied within the period specified in the notice, Party 2 may terminate the Sale by written notice to that effect to Party 1; and
 - 6.2.7 may be given on more than one occasion.
- 6.3 Party 2 may recover from Party 1 as a debt:
- 6.3.1 \$900 (plus GST) towards the costs of preparing any (each) Default Notice; plus
 - 6.3.2 the reasonable cost of serving any (each) Default Notice, and
- Party 1 must pay or credit such sum to Party 2 at Settlement or on termination of the Sale.
- 6.4 Time is of the essence in respect of any period of time specified in a Default Notice.

- 6.5 If the Vendor is Party 2, the Vendor need not first tender a transfer or other conveyance of the Assets to Party 1 before terminating the Sale or before exercising any other rights or remedies of the Vendor.
- 6.6 If the Vendor terminates the Sale under this clause 6, the Vendor may elect to either:
- 6.6.1 retain the Assets and sue the Purchaser for damages for breach of contract; or
 - 6.6.2 resell the Assets together or in lots and the deficiency, if any, in price upon the resale together with all reasonable costs and expenses incidental to the resale, any attempted resale and the Purchaser's default must immediately after the resale be made good by the Purchaser; and
 - (a) in the case of non-payment of the deficiency, costs and expenses, the whole thereof is recoverable by the Vendor as liquidated damages (minus any Deposit paid and forfeited) only if legal proceedings for the recovery are commenced within 12 calendar months after termination of the Sale;
 - (b) the Vendor is entitled to any increase in price on any resale.
- 6.7 If the Purchaser terminates the Sale under this clause 6, the Purchaser may sue the Vendor for damages for breach of contract only if legal proceedings for the recovery of the damages are commenced within 12 calendar months after termination of the Sale.

7. UNWINDING THIS CONTRACT

If the Sale terminates before Settlement, within 5 Business Days:

- 7.1 the Deposit Holder (or failing the Deposit Holder, the Vendor) must repay the Deposit to the Purchaser except that, if the Vendor terminated the Sale under clause 6, the Deposit is forfeited absolutely to the Vendor (despite any rule of common law or principle of equity to the contrary);
- 7.2 conditional upon repayment of the Deposit to the Purchaser, if repayable to the Purchaser, the Purchaser must cause to be withdrawn any caveat or priority notice the Purchaser or a third party claiming through or under the Purchaser caused to be lodged at the LTO in relation to the Land to protect the Purchaser's rights under this contract or that third party's derivative rights,

and otherwise neither party has further rights against the other in connection with this contract, except in respect of prior default under this contract.

PART 3 – TITLE

8. THE LAND

The Land, as offered for sale by the Vendor and inspected by the Purchaser, is the same as that described in **Item 3**.

9. EVIDENCE OF TITLE

- 9.1 The certificate of title under the RPA or other muniment of title in the name of the Vendor (or the other person named in Item 1 as owner of the Land) is conclusive evidence of title to the Land.
- 9.2 The Purchaser is not entitled to an abstract of title, nor to take any objection thereto nor to make any requisition thereon, and no evidence of the identity of the Land is required other than that afforded by comparison of the description in this contract with that in the certificate of title.
- 9.3 Any error, omission or improper or imperfect description of the Land:
- 9.3.1 will not rescind the Sale or affect the obligation of the parties to settle on the Date for Settlement; and

- 9.3.2 if notified by a party to the other before Settlement, but not afterwards, entitles compensation to be received or paid by one party to the other, as the case may require.

10. VENDOR WARRANTIES AS TO TITLE

The Vendor warrants that, at Settlement, the Vendor will have:

- 10.1 or be entitled to have, indefeasible title to the Land (if the Land is under the provisions of the RPA); and
- 10.2 the right to sell and transfer the Assets to the Purchaser under this contract free of any Third Party Interest, disregarding any Permitted Interest.

Except as expressly stated in this contract, the Vendor makes no representation or warranty in connection with the Assets, the Sale or anything else.

11. CAVEAT OR PRIORITY NOTICE

If before Settlement:

- 11.1 the Purchaser (or a third party claiming through or under the Purchaser) causes to be lodged a caveat or priority notice under the RPA to protect the Purchaser's rights under this contract or that third party's derivative rights; and
- 11.2 the Vendor so requires by written notice to the Purchaser,

the Purchaser must cause the caveator or third party, in a timely manner and in proper form, to consent to or permit the registration before Settlement of any dealing/s with the Land this contract expressly allows or requires.

PART 4 – RISK

12. CONDITION OF THE ASSETS

The Purchaser accepts the Assets:

- 12.1 subject to any Permitted Interest; and
- 12.2 in that condition and state of repair and subject to any defects (known or unknown) as at the Execution Date, and subject to fair wear and tear.

13. RISK AND USE OF THE LAND

- 13.1 Subject to clause 13.2, on and from the Execution Date the Assets shall be at risk of the Purchaser.
- 13.2 If and for so long as between the Execution Date and Settlement the Vendor or a third party occupies or uses any of the Assets, the Vendor must ensure the Vendor or that third party takes reasonable care of such Assets.
- 13.3 Subject to clause 13.2, if before Settlement there occurs any loss, damage, destruction, dilapidation, infestation or mechanical breakdown of the Assets from any cause:
- 13.3.1 the Sale is not affected; and
- 13.3.2 the Purchaser is not entitled to damages or a reduced Price.
- 13.4 On and from the Execution Date, the Purchaser must indemnify and hold harmless the Vendor against all liability in respect of the Assets, except to the extent caused or contributed to by the Vendor's wilful act, negligence or default under this contract or failure to take reasonable steps to mitigate such liability. The Purchaser's indemnity under this clause 13.4 is a continuing obligation, except if this contract is terminated prior to Settlement occurring, in which case the Purchaser's indemnity under this clause 13.4 ceases on the date of termination.

PART 5 – STATUTORY NOTICES

14. EXISTING STATUTORY NOTICES

- 14.1 The Vendor warrants that, on the Execution Date, no Statutory Notice exists which has not been fully complied with or which adversely affects the Assets, except any stated in **Item 13**.
- 14.2 If a matter is referred to in **Item 13(1)**:
- 14.2.1 before Settlement, the Vendor must comply with that matter; and
 - 14.2.2 on and from Settlement, as a continuing obligation, the Vendor must indemnify and hold harmless the Purchaser and the Purchaser's successors in title against all liability in respect of that matter due to be observed or performed before Settlement.
- 14.3 If a matter is referred to in **Item 13(2)**:
- 14.3.1 after Settlement, the Purchaser must comply with that matter; and
 - 14.3.2 on and from Settlement, as a continuing obligation, the Purchaser must indemnify and hold harmless the Vendor against all liability in respect of that matter due to be observed or performed after Settlement.

15. NEW STATUTORY NOTICES

If, after the Execution Date, a Statutory Notice is given or made:

- 15.1 before Settlement, the Purchaser must comply with that Statutory Notice;
- 15.2 and before Settlement the Vendor complies with that Statutory Notice, the Purchaser must reimburse the Vendor upon demand or, if no prior demand is made, at Settlement, all reasonable amounts paid by the Vendor in complying with that Statutory Notice; and
- 15.3 on and from Settlement, as a continuing obligation, the Purchaser must indemnify and hold harmless the Vendor against all liability in respect of that Statutory Notice.

PART 6 – DEPOSIT

16. DEPOSIT TO BE PAID

The Purchaser must pay the Deposit to the Deposit Holder at the time stated in **Item 8**.

17. INVESTMENT OF THE DEPOSIT

- 17.1 If the Deposit is provided by cheque or in clear funds and the parties so require in writing, pending Settlement the Deposit Holder must invest the Deposit in the joint names of the parties with an ADI at 14-day call at a current rate of interest.
- 17.2 If the Deposit is to be invested pending Settlement, on or as soon as practicable after the Execution Date each party must provide its Australian tax file number or Australian business number to the Deposit Holder.
- 17.3 If a party fails to comply with clause 17.2 and the other party becomes entitled to the Deposit, the first party must compensate the other party for any tax deducted from interest earned on the Deposit.
- 17.4 The Deposit Holder must pay the interest accrued on the Deposit (net of any proper costs or expenses in investing the Deposit):
- 17.4.1 if a party terminates the Sale under clause 6 - to that party;
 - 17.4.2 if the Deposit is repaid to the Purchaser - to the Purchaser; or

17.4.3 at Settlement – in equal amounts to the Vendor and the Purchaser.

PART 7 – PRICE

18. PRICE ADJUSTMENTS

The Price/s stated in the Schedule are subject to adjustment as this contract requires.

19. ADJUSTMENT FOR INCOME

19.1 Subject to clause 21, all rents, fees and other income arising from the Assets are to be adjusted to midnight on the day before the Date of Settlement.

19.2 Income is taken to accrue on a daily basis.

19.3 If a payment of income includes or would include an amount on account of GST the Vendor was or is liable to pay, only the net amount of such payment of income is to be adjusted.

19.4 If income to be adjusted is not exclusively referable to the Assets, only a portion of that income is to be adjusted as agreed in writing by the parties or, failing such agreement, in the proportion that the Price bears to the total market values of the income-producing properties to which the income is referable.

20. ADJUSTMENT FOR OUTGOINGS

20.1 Subject to clause 21, all outgoings (including any for utilities, State or municipal rates, levies, taxes, charges) in respect of the Assets are to be adjusted to midnight on the day before the Date of Settlement.

20.2 Outgoings are taken to accrue on a daily basis.

20.3 Any remission of a rate, levy, tax or charge the Vendor received, or is entitled to receive, is to be disregarded.

20.4 Land tax is to be adjusted as if the Land was the only land owned by the Vendor.

20.5 Before or immediately following Settlement, the Vendor must pay and discharge all land tax that has or will become payable in respect of the Land in the rating year in which Settlement occurs and in all previous rating years. Such land tax must be paid whether the tax is then due and payable or not.

20.6 Only outgoings not recoverable from a Tenant are to be adjusted.

20.7 An outgoing to be adjusted must first have deducted any GST input tax credit allowed or allowable to the Vendor in respect of that outgoing.

20.8 If an outgoing to be adjusted is not exclusively referable to the Assets, only a portion of that outgoing is to be adjusted as agreed in writing by the parties or, failing such agreement, in the proportion that the capital value of the Land (within the meaning given in the *Valuation of Land Act 1971*) bears to the total capital values of the properties to which the outgoing is referable.

20.9 If the quantum of an outgoing has not been determined by the date being 5 Business Days before Settlement, then the parties agree that the relevant adjustment of outgoings will be based on the outgoings quantum for the previous year.

21. ADJUSTMENTS IF SETTLEMENT IS POSTPONED

21.1 If Settlement is postponed only by reason of the Vendor's default:

21.1.1 income is adjusted to midnight on the day before the Date for Settlement; and

21.1.2 outgoings will be adjusted pursuant to clause 20.

21.2 If Settlement is postponed only by reason of the Purchaser's default:

21.2.1 income will be adjusted pursuant to clause 19; and

21.2.2 outgoings are adjusted to midnight on the day before the Date for Settlement.

22. WATER CHARGE ADJUSTMENT

The cost or charge for the consumption of water upon the Land is to be adjusted under clause 20.1 as follows:

22.1 where more than 1 official meter reading of water supplied is obtained, the meter reading made on the day nearest to the Date for Settlement is to be used;

22.2 if an official meter reading has not been obtained by either party at least 3 Business Days prior to the Date for Settlement, no later than Settlement the Vendor must instruct the Vendor's Lawyer to withhold in trust after Settlement the sum stated in **Item 12**. Upon the official meter reading being obtained:

22.2.1 that Lawyer must pay to the Purchaser the amount, if any, payable by the Vendor to the Purchaser for water consumed, and refund any balance of the trust money to the Vendor; and

22.2.2 if the trust money is less than the amount payable by the Vendor to the Purchaser, the Vendor must pay the deficiency to the Purchaser.

PART 8 – GST

23. GST TREATMENT

The parties agree that for the purposes of the GST Law, the Sale is as described in **Item 16**.

24. GENERAL RULE FOR TAXABLE SUPPLIES

Subject to clause 26 (margin scheme) and clause 27 (adjustments), if a party (**Party 1**) is or becomes liable to pay GST in respect of a taxable supply Party 1 makes to the other party (**Party 2**) under this contract, then:

24.1 (unless this contract expressly states that the consideration for that taxable supply includes GST) the consideration payable by Party 2 to Party 1 for that taxable supply must be increased by an amount equal to the amount of the GST in respect of that taxable supply (**GST Amount**);

24.2 Party 1 must give a tax invoice for the taxable supply to Party 2:

24.2.1 if the Sale terminates before Settlement – within 20 Business Days after termination; or

24.2.2 if Settlement occurs and the taxable supply is made prior to or at Settlement - at Settlement; and

24.3 Party 2 must pay the GST Amount to Party 1 at Settlement if the taxable supply occurs at Settlement or otherwise within 5 Business Days of receipt of the tax invoice from Party 1.

25. SUPPLY OF A GOING CONCERN

If in **Item 16** the Sale is agreed to be the supply of a going concern, and so GST-free, then:

25.1 the Purchaser warrants that the Purchaser will, at Settlement, be registered or required to be registered under the GST Act; and

- 25.2 the Vendor warrants that the Vendor, on the Execution Date, carries on, and will at all times until Settlement carry on, the relevant enterprise and will, pursuant to this contract and any other agreement which exists between the Vendor and the Purchaser, supply to the Purchaser at Settlement all of the things which are necessary to carry on the relevant enterprise.

26. MARGIN SCHEME

If in **Item 16** the margin scheme is agreed to apply to the sale of the Land, then:

- 26.1 the Purchaser's obligation to pay or reimburse GST to the Vendor as regards the sale of the Land is based on the margin under the margin scheme;
- 26.2 the Purchaser must, where a valuation is required under Division 75 of the GST Law:
- 26.2.1 obtain at its expense, in the name of the Vendor, an approved valuation of the Land using the valuation method approved by the Vendor; and
 - 26.2.2 provide the approved valuation to the Vendor not less than 5 Business Days prior to Settlement;
- 26.3 as regards the sale of the Land, the Vendor need not provide a tax invoice to the Purchaser at Settlement; and
- 26.4 the acquisition of the Land is not a creditable acquisition, and the Purchaser is not entitled to claim an input tax credit.

27. GST ADJUSTMENTS

27.1 If **Item 16** states that:

- 27.1.1 the sale of the Land is an input taxed supply or is GST-free - but the Purchaser uses the Land in a way that makes the sale a taxable supply; or
- 27.1.2 the sale of the Assets is the supply of a going concern - but the sale is a taxable supply (other than by reason of a breach by the Vendor of clause 25.2),

upon written demand by the Vendor (whether made before or after Settlement) the Purchaser must pay to the Vendor an amount equal to the Vendor's GST liability together with any interest and / or penalties assessed to the Vendor.

- 27.2 If **Item 16** states that the supply of the Assets is either wholly taxable or wholly non-taxable, and after Settlement the supply is found to be partly taxable and partly non-taxable, then the Purchaser must either pay to the Vendor or be reimbursed by the Vendor (as is appropriate) the amount of the adjustment in the Vendor's GST liability within 20 Business Days of receipt of a tax invoice or adjustment note. The Purchaser must pay to the Vendor any interest and / or penalties associated with any such adjustment provided an adjustment note is provided.

PART 9 – ANCILLARY CONTRACTS

28. PRESERVATION OF ANCILLARY CONTRACTS

As regards an Ancillary Contract, pending Settlement or termination of the Sale, except with the Purchaser's prior written consent (not to be unreasonably withheld, delayed or conditioned) the Vendor must not:

- 28.1 breach, suspend, modify adversely or terminate the Ancillary Contract or agree to do so; and / or
- 28.2 if the Ancillary Contract evidences a Tenancy, agree to any market rent to apply for any period after Settlement.

29. ASSIGNMENT OF ANCILLARY CONTRACTS

- 29.1 Subject to clause 29.2 and clause 29.3, at Settlement, by force of this contract and without need for further writing, the Vendor assigns the Vendor's rights and benefits under the Ancillary Contract/s as then remain to be enjoyed or performed to the Purchaser, and the Purchaser accepts that assignment.
- 29.2 If an Ancillary Contract requires a counterparty to that Ancillary Contract to consent to the Vendor assigning that Ancillary Contract to the Purchaser, then:
- 29.2.1 pending Settlement and in the 20 Business Days after Settlement, the Vendor, with the Purchaser's reasonable assistance, must take reasonable steps to obtain that consent, effective from Settlement. Reasonable assistance and steps do not include paying any money other than that due to a counterparty under the Ancillary Contract; and
- 29.2.2 assignment of that Ancillary Contract under clause 29.1 is conditional upon that consent being obtained.
- 29.3 If an Ancillary Contract is not in law capable of assignment, insofar as it would not be a breach of that Ancillary Contract, at and from Settlement the Vendor holds the same on trust for the Purchaser.
- 29.4 To avoid doubt, unless otherwise agreed in writing by these present parties, assignment under this clause 29 excludes a right to all rent, fees, costs, expenses or other money (including damages) payable or to become payable to the Vendor under an Ancillary Contract attributable to a period or circumstance before Settlement, whether paid before or after Settlement.

30. CROSS INDEMNITIES FOR ANCILLARY CONTRACTS

On and from Settlement, as regards an Ancillary Contract, as continuing obligations:

- 30.1 the Vendor must indemnify and hold harmless the Purchaser and the Purchaser's successors in title against all liability in respect of the Vendor's obligations under that Ancillary Contract due to be observed or performed before Settlement, except to the extent such liability is caused or contributed to by the Purchaser's wilful act, negligence or default under this contract or failure to take reasonable steps to mitigate such liability; and
- 30.2 the Purchaser must indemnify and hold harmless the Vendor against all liability in respect of the Vendor's obligations under that Ancillary Contract due to be observed or performed after Settlement, except to the extent such liability is caused or contributed to by the Vendor's wilful act, negligence or default under this contract or failure to take reasonable steps to mitigate such liability.

31. DEED/S OF ASSIGNMENT OF ANCILLARY CONTRACTS

- 31.1 At any time before or after Settlement, a party may give written notice to the other party requiring that the parties enter into a deed of assignment of any Ancillary Contract separately to more perfectly assign to the Purchaser the benefit of that Ancillary Contract.
- 31.2 The deed must be prepared by the Lawyer for the party who gives the notice with the cost of preparation of the deed being payable by the party giving the notice (it being agreed that the parties will each bear their own costs of any negotiation in respect of the deed).
- 31.3 The parties must execute and deliver the deed:
- 31.3.1 no later than Settlement, if the notice under clause 31.1 is given not less than 10 Business Days before the Date for Settlement; or
- 31.3.2 otherwise, within 15 Business Days after the day on which the notice under clause 31.1 was given.

31.4 A failure to give notice or to execute a deed under this clause 31 does not affect the assignment given effect by clause 29 or the indemnities under clause 30.

32. POST-SETTLEMENT ADJUSTMENTS UNDER A TENANCY

32.1 If:

32.1.1 before or after the Date of Settlement a Tenant is or becomes entitled to a refund or credit for an amount of rent or contribution to outgoings under the Tenancy overpaid to the Vendor before the Date of Settlement; and

32.1.2 before Settlement the Vendor does not refund that overpaid amount to the Tenant; and

32.1.3 after Settlement the Purchaser allows, or will allow, such refund or credit to the Tenant, the Vendor must pay the overpaid amount to the Purchaser on demand to the extent not previously and expressly taken into account in adjustment to the Price.

32.2 If:

32.2.1 before or after the Date of Settlement a Tenant is or becomes liable to pay an additional amount of rent or contribution to outgoings to the Vendor in respect of a period of time before the Date of Settlement; and

32.2.2 after Settlement the Tenant pays that additional amount to the Purchaser and not the Vendor,

the Purchaser must pay that additional amount to the Vendor on demand to the extent not previously and expressly taken into account in adjustment to the Price.

32.3 If an overpaid or additional amount to which this clause 32 applies relates to a period of time commencing on or before the Date of Settlement and expiring after the Date of Settlement (**Pay Period**) the amount accounted for under this clause must be determined in the same proportion as the number of days of that Pay Period before the Date of Settlement bears to the whole of that Pay Period.

PART 10 – MATTERS BEFORE SETTLEMENT

33. NOMINEE PURCHASER

If **Item 2** states that the Purchaser enters into this contract for the Purchaser named in **Item 2** and / or nominee or as agent for an undisclosed principal, the Purchaser now named may not later than 10 Business Days before the Date for Settlement by written notice to the Vendor nominate another person as purchaser under this contract but remains liable (as a principal) to the Vendor for the observance and performance of a purchaser's obligations under this contract.

34. ASSIGNMENT BY THE PURCHASER

Any assignment of any of the Purchaser's benefits or obligations under this contract, with or without the Vendor's consent, does not release the assignor from existing or future obligations under this contract.

35. RETAINER OF LAWYERS / SUBSCRIBERS

A party to this contract (including any Purchaser's nominee or assignee) (**Party 1**) who retains a Lawyer or gives a Client Authorisation to a Lawyer or Subscriber for the purposes of Settlement, must:

35.1 if not done beforehand, within 2 Business Days cause that Lawyer's / Subscriber's contact details to be made known to the other party to this contract (**Party 2**) (or, if Party 2 has previously made known Party 2's own Lawyer's / Subscriber's contact details, to the Lawyer / Subscriber acting for Party 2); and

- 35.2 if, before Settlement, the retainer of that Lawyer terminates, or that Client Authorisation terminates (without replacement on at least equivalent terms given to the same Lawyer / Subscriber), within 1 Business Day make that fact known to Party 2 or Party 2's Lawyer / Subscriber.

36. EXCLUDED PROPERTY

Before Settlement, the Vendor at the Vendor's cost must:

- 36.1 remove from the Land the Excluded Property (other than the property of continuing Tenants) and all personal property and man-made litter other than the Included Property (if any) stated in **Item 4**; and
- 36.2 make good any damage done to the Land as a result of the installation or removal of any Excluded Property.

PART 11 – PAPER DOCUMENT-BASED CONVEYANCING

37. TRANSFER DOCUMENT

- 37.1 At least 10 Business Days before the Date for Settlement (or within such shorter period as the Vendor may allow), the Purchaser (or the Purchaser's Lawyer) must deliver to the Vendor (or the Vendor's Lawyer):
- 37.1.1 for execution by or on behalf of the Vendor, a transfer of the Land duly executed by or on behalf of the Purchaser; or
 - 37.1.2 a copy of such transfer executed, or to be executed, by or on behalf of the Purchaser and such other material and information as may reasonably be required to enable the Vendor to comply with clause 37.4.
- 37.2 Failing due delivery of such transfer, the Vendor may at any time thereafter prepare a transfer and recover \$500.00 (before any GST) from the Purchaser as a debt on account of the costs so incurred.
- 37.3 The transfer must be:
- 37.3.1 in the form section 96 of the RPA requires (if the Land is under the RPA);
 - 37.3.2 to effect transfer of the Land free of all Third Party Interests (disregarding any Permitted Interests); and
 - 37.3.3 duly executed, or to be executed, by or on behalf of the Vendor.
- 37.4 The Vendor must deliver the executed transfer, or the copy of the transfer and the other necessary material and information referred to in clause 37.1 above, to the Purchaser's Lawyer before Settlement:
- 37.4.1 for stamping and payment of registration fees;
 - 37.4.2 for complying with any law relating to the sale or transfer of property; and
 - 37.4.3 to be held on trust for the Vendor pending Settlement.
- 37.5 The above provisions of this clause 37 do not apply if and so long as a transfer of the Land is to be effected electronically via an Electronic Workspace.

38. OTHER CONVEYANCE DOCUMENTS

If any Included Property is of a kind that effective transfer of the Vendor's rights in that Included Property requires a document signed by the Vendor, or signed by both the Vendor and the Purchaser, clause 37 applies as if references therein to a transfer were to such document so far as can be made applicable.

39. **ADJUSTMENT STATEMENT**

- 39.1 At least 3 Business Days before the Date for Settlement (or within such shorter period as the Purchaser may allow), the Vendor (or the Vendor's Lawyer) must deliver to the Purchaser (or the Purchaser's Lawyer) an adjustment statement setting out in reasonable detail the adjustments to the Price this contract requires or allows.
- 39.2 Failing due delivery of an adjustment statement, the Purchaser may, at any time thereafter, prepare and give an adjustment statement to the Vendor and recover \$500.00 (before any GST) as a debt from the Vendor on account of the costs so incurred.
- 39.3 The above provisions of this clause 39 do not apply if and so long as a transfer of the Land is to be effected electronically via an Electronic Workspace.

PART 12 – ELECTRONIC CONVEYANCING

40. **APPLICATION OF THIS PART**

Provisions in this Part 12 apply only if, to the extent and so long as:

- 40.1 the parties agree (either in **Item 18**, elsewhere in this contract or separately) that Settlement and lodgement of the Instruments necessary to record a Conveyancing Transaction this contract requires or allows will be conducted electronically in accordance with the EC Law; and
- 40.2 a party to this contract has not given later notice under clause 41.

41. **ABANDONMENT OF ELECTRONIC CONVEYANCING**

If a party reasonably determines that Settlement and lodgement of Instruments under this contract cannot be effected electronically, then that party must immediately:

- 41.1 if an Electronic Workspace has been established for the purposes of this contract, cause their Representative to post a notice to that effect on the Electronic Workspace; or
- 41.2 otherwise, give written notice of that determination to the other party.

42. **APPOINTMENT OF REPRESENTATIVES**

A party must promptly and at least 10 Business Days before the Date for Settlement:

- 42.1 (if the party itself is not a Subscriber) give a properly completed and signed Client Authorisation to a Subscriber authorising that Subscriber to be the Representative of that party for the purposes of this contract; and
- 42.2 ensure that all other persons for whom that party is responsible and who are associated with a Conveyancing Transaction this contract requires or allows are or engage a Subscriber.

43. **PARTICIPATION RULES**

A party who appoints a Representative for the purposes of this contract must, in relation to this contract:

- 43.1 abide by the *Participation Rules* under the EC Law;
- 43.2 on a timely basis, provide such information and instructions as are required for the party's Representative to comply with the *Participation Rules*; and
- 43.3 on a timely basis provide sufficient funds to that party's financial institution and/or that party's Representative to enable exchange of such funds to be effected electronically at Settlement via an Electronic Workspace.

44. **ELECTRONIC WORKSPACE**

44.1 For the purposes of this clause 44, "Vendor" includes the Vendor's Representative and "Purchaser" includes the Purchaser's Representative and words and phrases have the same meaning as in the *Participation Rules*.

44.2 At least 10 Business Days before the Date for Settlement, the Vendor must:

44.2.1 open an Electronic Workspace for the purposes of this contract;

44.2.2 populate the Electronic Workspace with the details of the Land and other required particulars in relation to the sale of the Land; and

44.2.3 invite the Purchaser and the Vendor's mortgagee (if any) to join the Electronic Workspace.

44.3 The Purchaser must:

44.3.1 accept the invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;

44.3.2 populate the Electronic Workspace with the required particulars in relation to the sale of the Land; and

44.3.3 invite the Purchaser's mortgagee (if any) to join the Electronic Workspace.

44.4 If the Vendor does not comply with clause 44.2, the Purchaser may:

44.4.1 open an Electronic Workspace for the purposes of this contract;

44.4.2 populate the Electronic Workspace with the details of the Land and other required particulars in relation to the sale of the Land; and

44.4.3 invite the Vendor and the Purchaser's mortgagee (if any) to join the Electronic Workspace;

and the Vendor must:

44.4.4 accept the Purchaser's invitation to join the Electronic Workspace within 2 Business Days of receipt of that invitation;

44.4.5 populate the Electronic Workspace with the required particulars in relation to the sale of the Land; and

44.4.6 invite the Vendor's mortgagee (if any) to join the Electronic Workspace.

44.5 The parties must do all things reasonably necessary and in a timely manner to complete the Electronic Workspace in order to achieve Settlement on the Date for Settlement.

44.6 Without limiting clause 44.5, to enable the Electronic Workspace to be completed:

44.6.1 the Vendor must provide the Purchaser with the adjustment amounts in accordance with this contract no later than 2 Business Days before the Date for Settlement;

44.6.2 the Vendor must populate the Electronic Workspace with payment details no later than 1 Business Day before the Date for Settlement; and

44.6.3 the parties must, no later than 1 Business Day before the Date for Settlement, ensure that:

(a) all required data has been entered into the Electronic Workspace;

(b) any documents requiring a Digital Signature have been Digitally Signed; and

(c) all certifications required by the EC Law are complete.

44.7 At least 5 Business Days before the Date for Settlement, the Vendor (or the Vendor's Representative) must nominate a time of the day, between the hours of 9.00 am and 4.00 pm, for locking the Electronic Workspace for the purpose of completing Settlement, and must record that nomination on the Electronic Workspace.

45. ELECTRONIC SETTLEMENT

45.1 Unless the respective Representatives of the parties otherwise agree, the Purchaser's Representative will be the Responsible Subscriber for the Lodgment Case that includes the transfer of the Land.

45.2 Settlement occurs when the Electronic Workspace records that:

45.2.1 (if applicable) the exchange of funds or value between financial institutions in accordance with the instructions of the parties to this contract has occurred; or

45.2.2 if there is no exchange of funds or value, the Instruments necessary to enable the Purchaser to obtain transfer of the Land as this contract requires have been accepted for electronic lodgement.

45.3 If, after the locking of the Electronic Workspace, Settlement in accordance with this clause 45 has not occurred by 5.00 pm on the Date for Settlement, the parties must do everything reasonably necessary to effect Settlement:

45.3.1 electronically on the next Business Day; or

45.3.2 if agreed in writing by the parties, otherwise than electronically as soon as practicable.

45.4 If, by reason of an electronic or computer system failure of any of the LTO, the Reserve Bank of Australia or the Electronic Lodgment Network Operator, settlement does not occur on the Date for Settlement, the failure to settle will not constitute a breach or default by either party under this contract.

45.5 If and to the extent this contract requires or allows a dealing with the Assets that cannot be effected electronically (such as grant or surrender of a lease / easement / encumbrance / *profit à prendre*, or delivery of a deed of assignment of an Ancillary Contract):

45.5.1 Settlement must not occur except after, or at the same time as, the parties exchange documents to effect such dealing; and

45.5.2 if, however, Settlement occurs before exchange of those documents, the parties remain liable to exchange those documents on the Date of Settlement.

45.6 Each party must do everything reasonably necessary to assist another party to trace and identify the recipient of any mistaken payment, and to recover the mistaken payment.

PART 13 – SETTLEMENT

46. DATE OF SETTLEMENT

Settlement must occur on the Date for Settlement.

47. PAYMENT OF THE PRICE

At Settlement, the Purchaser must pay the Price (less the Deposit paid and subject to clause 64), together with any GST applicable, by:

47.1 one or more Bank Cheques (provided that if more than 2 are required, the Vendor bears the costs of issue of the third and later Bank Cheques); or

47.2 one or more deposits of clear funds to an ADI account or accounts,

as the Vendor may in writing direct the Purchaser at least 2 Business Days before Settlement. If no direction is given within time, payment must be by Bank Cheque payable to the Vendor.

The above provisions of this clause 47 do not apply if, to the extent, and so long as funds to be exchanged between the parties will be effected electronically via an Electronic Workspace.

48. SETTLEMENT DELIVERABLES FROM THE VENDOR

Upon compliance by the Purchaser with the provisions of this contract to be complied with by the Purchaser at or before Settlement, on the Date of Settlement the Vendor (or the Vendor's Lawyer) must give to the Purchaser (or the Purchaser's Lawyer) at the LTO (or at such other location as the parties may agree in writing):

48.1 any muniment of title of the Land;

48.2 any declaration, application or certificate which the Vendor may be required to make or give under legislation in order to enable the transfer to be registered;

48.3 any deed/s of assignment submitted within time under clause 31;

48.4 any document/s clause 38 requires;

48.5 anything clause 63 requires;

48.6 anything clause 64 requires;

48.7 (if previously requested in writing by the Purchaser) copies of any "as built" documents, drawings or plans, operating or maintenance manuals, in connection with improvements upon the Land or other Assets as the Vendor may then possess;

48.8 the relevant documentation required effectively to transfer the Land to the Purchaser free of any relevant Third Party Interests (in particular mortgages over the Land and security interests over the Purchaser in respect of the Land); and

48.9 (if not provided beforehand) such originals (or, if the originals are not available, copies) of any Ancillary Contracts in writing or partly in writing as the Vendor may then possess, duly stamped, if required to be stamped.

49. POSSESSION OF THE ASSETS

Subject to any Tenancy, vacant possession of the Land and delivery of the balance of the Assets must be given and taken on Settlement or as the parties may agree in writing.

50. AUTHORITY TO REGISTER

Where, under the RPA, a prescribed person (as defined therein) is required to certify an Instrument, upon written request of the prescribed person, and to the extent requested, each party to this contract required to execute that Instrument must, in a timely manner, provide to that prescribed person credible written evidence of that party's:

50.1 compliance with relevant legislation;

50.2 verification of identity required by section 273A(1) of the RPA;

50.3 verification of authority required by section 273B(1) of the RPA;

50.4 execution requirements of the RPA; and

50.5 any prescribed requirements under section 273(1)(d) of the RPA applicable.

51. PROOF OF AUTHORITY OF AN UNREPRESENTED PARTY

If, at Settlement, the Vendor or the Purchaser is not represented by a Lawyer, at Settlement and for the purpose of section 273AA(1) of the RPA, that party must satisfy the Registrar-General that the party is authorised to enter into the transaction to which an Instrument executed by that party relates.

52. COMPLIANCE BY A DERIVATIVE PARTY

If performance of this contract requires a mortgagee, lessee, caveator or other person claiming an estate or interest in the Land through or under the Vendor to execute an Instrument, the Vendor must take all reasonable steps to ensure that claimant in relation to itself complies with clause 50 and / or clause 51 as if a party to this contract.

PART 14 – AFTER SETTLEMENT

53. NOTIFICATION OF THE SALE

As soon as practicable after Settlement, the Purchaser must notify the transfer of the Assets so far as relevant to:

- 53.1 SA Water or other (each) water industry entity that under the *Water Industry Act 2012* supplies water or sewerage services to the Land;
- 53.2 the State Government;
- 53.3 the local or district council in whose area the Land is located; and
- 53.4 the (each) counterparty to any Ancillary Contract.

Note: If the land is agricultural land and the Vendor or Purchaser is a foreign person (all as defined in the *Register of Foreign Ownership of Agricultural Land Act 2015* (Cwth)), after Settlement that foreign person should notify the sale of the Land to the Commissioner of Taxation as that Act requires.

54. REQUISITIONS BY THE REGISTRAR-GENERAL

If the Registrar-General, acting under the RPA, raises any requisition/s concerning any dealing with the Land this contract requires or allows, the parties must comply promptly with such requisition/s so far as they are able.

PART 15 – OTHER

55. PAYMENTS

- 55.1 Subject to the other provisions of this contract, any payment to be made under this contract must be either by Bank Cheque, telegraphic transfer of cleared funds, or a direct credit of cleared funds.
- 55.2 The receipt of any person paid at the written direction of a party or via an Electronic Workspace is a sufficient discharge to the other party for the amount paid to that person.

56. DEFAULT INTEREST

- 56.1 If Settlement does not occur on the Date for Settlement only by reason of the Purchaser's default, the Purchaser must pay to the Vendor interest on the Price at the Default Rate computed from the Date for Settlement until either the Date of Settlement or the date of termination of the Sale.
- 56.2 If Settlement does not occur on the Date for Settlement by reason of the Vendor's default, the Vendor must pay to the Purchaser interest on so much of the Price as has from time to time been paid at the Default Rate computed from the Date for Settlement until either the Date of Settlement or the date on which the money paid by the Purchaser is repaid to the Purchaser.

57. WARRANTY CLAIMS REDUCE THE PRICE

If the Vendor pays or allows an amount to the Purchaser by reason of an alleged breach by the Vendor of a warranty or representation in this contract, then:

- 57.1 if the warranty or representation relates to a particular Asset, that amount reduces the Price allocated to that Asset to that extent; and
- 57.2 otherwise that amount to that extent reduces the Price of all the Assets collectively.

58. REMEDIES NOT EXCLUSIVE

Rights and remedies provided for in this contract are in addition to, and without prejudice to, any other rights or remedies a party may have by reason of any default.

59. NOTICES

59.1 To be effective, a notice or demand under this contract must be in writing in English and signed by or for the party giving notice or demand, by that party's Lawyer or agent.

59.2 Notice or demand may only be given to a party :

- 59.2.1 by hand delivery, if the recipient is an individual;
- 59.2.2 by pre-paid post (air-mail to any address outside Australia) posted in Australia to the recipient's mailing address stated in this contract or as last notified, and is given on the 3rd Business Day after posting (5 Business Days in case of air-mail) or (if earlier) at the time at which the letter would be delivered in the ordinary course of post;
- 59.2.3 by a means allowed by the *Electronic Communications Act 2000* (SA) (including by email to the recipient's email address stated in this contract or as last notified), and is given when that Act specifies; or
- 59.2.4 as permitted by legislation applicable to the recipient.

59.3 Where 2 or more persons comprise a party, notice or demand given to or by 1 is effective notice or demand to all or by all (as the case may be).

60. FURTHER MATTERS

The parties must, at their expense, promptly do all things reasonably necessary to give full effect to this contract and to facilitate the performance of the transactions this contract contemplates.

61. COSTS

Unless stated elsewhere in this contract:

61.1 the Vendor must pay and bear the costs incidental to:

- 61.1.1 the preparation of this contract;
- 61.1.2 the discharge, surrender or withdrawal of any Third Party Interest (not a Permitted Interest) existing in respect of the Assets at Settlement and required to be discharged, surrendered or withdrawn to enable the Vendor to give good title to the Purchaser as this contract requires;

61.2 the Purchaser must pay and bear:

- 61.2.1 the costs incidental to the preparation of the transfer under clause 37;

- 61.2.2 the costs incidental to any assignment, mortgage or other document to be executed pursuant to this contract;
- 61.2.3 all stamp duty, registration fees and any other government charge payable in respect of this contract and (subject to clause 61.1.2) any further Instrument or registration this contract requires.

61.3 the parties must pay and bear their own costs of negotiating or executing this contract.

62. FOREIGN PERSONS

Unless otherwise stated in this contract, the Purchaser warrants that the Takeovers Act does not apply, and at Settlement will not apply, to the Purchaser's acquisition of an interest in the Assets under this contract.

63. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING PAYMENT

63.1 If **both** the following apply:

- 63.1.1 the sale of the Land is not excluded under section 14-215 of Schedule 1 of the TA Act; and
- 63.1.2 the Vendor has not, at least 2 Business days prior to Settlement, given the Purchaser either:
 - (a) a Clearance Certificate for each person comprising the Vendor; or
 - (b) a variation notice under section 14-235 of Schedule 1 of the TA Act varying the FRCG Withholding Amount to nil,

then, notwithstanding any other provision of this contract, the provisions set out in clause 63.2 will apply.

63.2 If this clause applies by virtue of clause 63.1, then:

- 63.2.1 the Purchaser must lodge a Foreign Resident Capital Gains Withholding Purchaser Payment Notification Form with the Australian Taxation Office and give a copy to the Vendor before Settlement;
- 63.2.2 the Vendor irrevocably directs the Purchaser to draw a Bank Cheque for the FRCG Withholding Amount in favour of the Deputy Commissioner of Taxation and the Purchaser must produce that Bank Cheque at Settlement;
- 63.2.3 the Purchaser must pay the Bank Cheque for the FRCG Withholding Amount to the Deputy Commissioner of Taxation in accordance with section 14-200 of Schedule 1 of the TA Act and give the Vendor evidence that it has done so within 2 Business Days after the Date of Settlement;
- 63.2.4 if Settlement is to take place electronically in accordance with the EC Law, payment of the FRCG Withholding Amount must be made by the Purchaser to the Australian Taxation Office at Settlement by means of an electronic transfer of funds through the Electronic Workspace, instead of by Bank Cheque; and
- 63.2.5 compliance by the Purchaser with the Purchaser's obligations under Schedule 1 of the TA Act to pay the FRCG Withholding Amount is a complete discharge of the Purchaser's obligations under this contract to pay that portion of the Price equal to the FRCG Withholding Amount.

64. **GST WITHHOLDING – RESIDENTIAL PREMISES AND POTENTIAL RESIDENTIAL LAND**

- 64.1 If the sale of the Land is or includes a supply of Residential Premises or Potential Residential Land, the Vendor must, unless it is not reasonably practicable to do so, give the Purchaser a Vendor's Notice at least 2 Business Days before the Date for Settlement and, in any event, prior to Settlement.
- 64.2 The Purchaser acknowledges that the Vendor may give more than one Vendor's Notice to the Purchaser and, if so given and received by the Purchaser prior to Settlement, the most recent version of a Vendor's Notice given and received will supersede any previous Vendor's Notice given and received.
- 64.3 With the exception of clauses 64.1 and 64.2, this clause 64 only applies if the sale of the Land is or includes a supply of New Residential Premises or Potential Residential Land to which sections 14-250 and 14-255 of Schedule 1 of the TA Act apply.
- 64.4 Notwithstanding any other provision of this contract, the Purchaser is required to withhold the GST Withholding Amount specified in a Vendor's Notice from the Price and to pay that GST Withholding Amount to the Australian Taxation Office at or immediately following Settlement.
- 64.5 If the Vendor is not the supplier who is liable for GST in relation to the taxable supply under this contract, the Vendor states that details of the supplier are, or will be, specified in a Vendor's Notice.
- 64.6 If some or all of the consideration for the sale of the Land is not expressed in this contract as an amount of money, the Vendor states that the GST inclusive market value of so much of the consideration as is not expressed as an amount of money is, or will be, specified in a Vendor's Notice.
- 64.7 The Purchaser must, as soon as practicable after receiving a Vendor's Notice and, in any case, prior to Settlement, complete and lodge online with the Australian Taxation Office a *GST property settlement withholding notification*, or such other form as may be approved in accordance with the requirements of the TA Act, and provide evidence of such lodgement to the Vendor.
- 64.8 The Purchaser must pay the GST Withholding Amount at the following time and in the following manner:
- 64.8.1 if Settlement is to take place electronically in accordance with the EC Law, by paying the GST Withholding Amount to the Australian Taxation Office at Settlement by way of an electronic transfer of funds through the Electronic Workspace; or
- 64.8.2 if Settlement is not to take place electronically in accordance with the EC Law, by:
- (a) delivering to the Vendor's Lawyer at Settlement a Bank Cheque for the GST Withholding Amount payable to the Deputy Commissioner of Taxation, in which case the Vendor's Lawyer must:
- (i) immediately give the Purchaser a receipt for the Bank Cheque clearly specifying the transaction and the particulars of the Bank Cheque; and
- (ii) as soon as practicable following Settlement, provide the Bank Cheque to the Australian Taxation Office in payment of the GST Withholding Amount, and provide the Purchaser with evidence of the payment;
- or
- (b) any other method permitted by the TA Act from time to time, in which case evidence of such payment must be provided to the other party as soon as reasonably practicable following Settlement.
- 64.9 Immediately following Settlement, the Purchaser must complete and lodge online with the Australian Taxation Office a *GST property settlement date confirmation*, or such other form as

may be approved in accordance with the requirements of the TA Act, and provide evidence of such lodgement to the Vendor.

64.10 Each party must immediately forward to the other party any acknowledgement that the GST Withholding Amount has been received by the Australian Taxation Office.

64.11 The Vendor acknowledges and agrees that compliance by the Purchaser with the Purchaser's obligations under Schedule 1 of the TA Act to pay the GST Withholding Amount is a complete discharge of the Purchaser's obligations under this contract to pay that portion of the Price equal to the GST Withholding Amount.

64.12 The Purchaser must pay any penalties or interest resulting from late payment or non-payment of the GST Withholding Amount, except to the extent that either:

64.12.1 the penalties or interest arise from any act or omission of the Vendor or the Vendor's Lawyer; or

64.12.2 the Vendor's Notice specifies that the Purchaser is not required to pay any GST Withholding Amount to the Australian Taxation Office and, as at the Date of Settlement, there is nothing in this contract nor any other circumstances relating to this contract which make it unreasonable for the Purchaser to believe the Vendor's Statement is correct,

in which case, to the extent that either of those exceptions applies, the Vendor is responsible for, and indemnifies the Purchaser against, payment of any such penalties or interest.

65. **ANNEXURES**

65.1 Any Annexures referred to in **Item 15**, and any document/s incorporated by reference into any such Annexure, form part of this contract.

65.2 Provisions in an Annexure prevail over the other provisions of this contract to the extent of any inconsistency.

65.3 Unless otherwise stated, expressions used in an Annexure have the same meaning as in this present document.

66. **NO MERGER**

Rights and obligations of the parties do not merge on completion of any transaction under this contract. They survive the execution, delivery and registration of any document or Instrument entered into or made for the purpose of implementing any transaction.

67. **ENTIRE AGREEMENT**

This contract records the entire agreement between all the parties as to its subject so that, subject to its express terms:

67.1 this contract is effective and binding on the parties on execution;

67.2 this contract supersedes any prior contract or obligation between all the parties about its subject, and this contract is effective to release absolutely each party from all claims (in common law, principles of equity or under legislation) another party to this contract might otherwise have in connection with that prior contract or obligation; and

67.3 on the Execution Date, there is no contract between all the parties collateral to this contract.

68. **AMENDMENT**

68.1 This contract can be amended only by written agreement of all parties.

68.2 Without limiting clause 68.1, a party will not amend the Standard Terms for the Sale of Land issued by The Law Society of South Australia, unless all the amendments are expressly specified in an Annexure.

69. **WAIVERS**

A party waives a right under this contract only by giving written notice that such party waives that right.

70. **GOVERNING LAW AND JURISDICTION**

70.1 The laws in force in South Australia govern this contract.

70.2 The courts of South Australia or the Federal Court of Australia (Adelaide Registry) have exclusive jurisdiction in connection with this contract. The parties irrevocably submit to the jurisdiction of those courts, and any courts that have jurisdiction to hear appeals from those courts.

ANNEXURE A - SPECIAL CONDITIONS

1. Definitions

The following definitions apply in this Annexure, unless the context requires otherwise:

Law Society Standard Terms means the standard Law Society of South Australia Contract for the sale and purchase of land comprising the Schedule and clauses 1 to 70 to which this Annexure A is attached.

2. Amendments to Law Society Standard Terms

The parties acknowledge and agree that the Law Society Standard Terms are amended as follows:

2.1 clause 6.4 (Termination for Default) is substituted as follows:

“6.4 If the default is not remedied within the time period specified in any notice issued to Party 1 in accordance with clause 6.2, then Party 2 will be entitled to terminate this contract, and time is of the essence in respect of any period of time specified in a Default Notice.”

2.2 by deleting clause 17 (Investment of the Deposit).

3. Subject to Plan of Division

3.1 Without derogating from clause 5 of the Standard Terms for the Sale of Land, for the purpose of section 223LB(4) of the RPA, the transfer of the Land pursuant to this contract will not have effect until a plan of division (a draft of which is in Appendix B to this contract) (“**Plan**”), as may be varied before Settlement as special condition 3.2 may allow) has been deposited in the LTO by the Registrar-General.

3.2 Before Settlement, the Purchaser may vary the Plan:

3.2.1 to comply with any endorsement, approval, consent, certificate, permit, licence or other authority required by law for the deposit of the Plan;

3.2.2 to comply with applicable law;

3.2.3 where in the reasonable opinion of the Purchaser it is desirable to do so and does not contravene applicable law nor materially prejudice the interests of the Vendor; and / or

3.2.4 to any extent with the Vendor’s prior written consent.

3.3 The Purchaser must:

3.3.1 cause the Plan to be prepared;

3.3.2 use reasonable endeavours to obtain any authority required by law for deposit of the Plan; and

- 3.3.3 pay and bear the costs of preparing and depositing the Plan, obtaining any authority (as above) and complying with any conditions of such authority.
- 3.4 A transfer of the Land to the Purchaser is sufficient for the purposes of this contract if it refers to the Land as an allotment in the deposited Plan.
- 3.5 Settlement shall occur 10 Business Days after the Plan is so deposited.
- 3.6 If the Plan is not so deposited within 50 Business Days after the Execution Date, either party may terminate the Sale by written notice to the other party to that effect.
- 3.7 If the Sale terminates under this special condition, clause 7 of the Standard Terms for the Sale of Land applies.
-

4. Licence Agreement

The parties acknowledge and agree that Settlement of this contract is subject to and conditional upon the parties:

- 4.1 entering into a certain licence agreement between the Vendor (as licensor) and the Purchaser (as licensee) in respect of a portion of the land comprised in Certificate of Title Volume 5268 Folio 542 (**Licence Area**) for the purpose of the Purchaser occupying the Licence Area for use as a public thoroughfare, community gatherings and events, the installation of services and associated infrastructure and other purposes set out therein (**Licence**); and
- 4.2 varying the Licence to formally record the removal of the Land from the Licence Area,

and the parties will act expeditiously to ensure such agreed documents are signed.

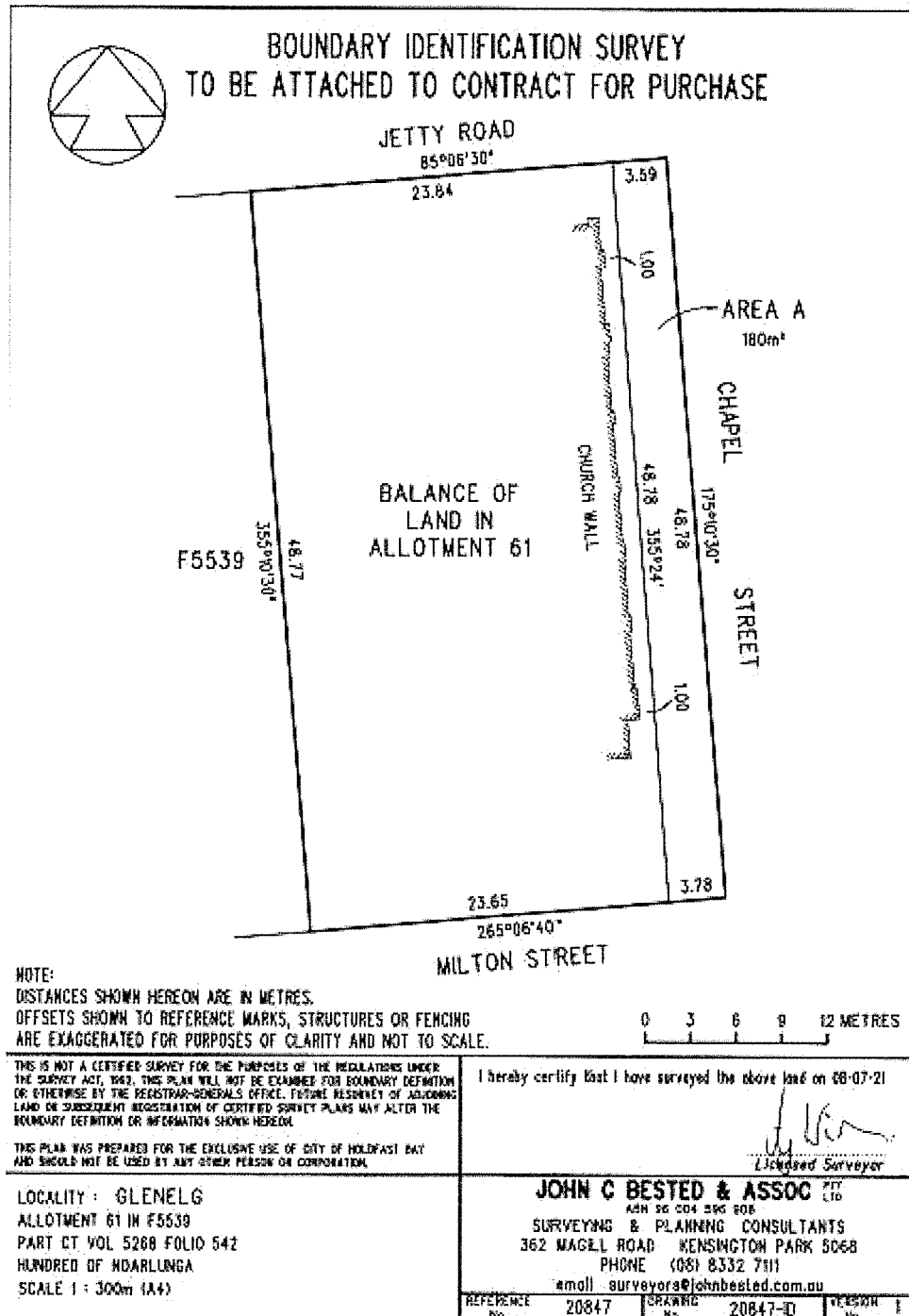
5. Vendor's Costs

On the Date of Settlement, the Purchaser agrees to pay the Vendor's reasonable conveyancing costs properly incurred to effect the Sale, provided that the amount does not exceed \$1,500 plus GST and the Purchaser has received an invoice for such amount.

6. No Merger

The terms contained in this contract will not merge on Settlement but will continue in full force and effect.

Annexure B – Draft Plan of Division (special condition 3)



Attachment 2b



ANNEXURE A - SPECIAL CONDITIONS

1. Definitions

The following definitions apply in this Annexure, unless the context requires otherwise:

Law Society Standard Terms means the standard Law Society of South Australia Contract for the sale and purchase of land comprising the Schedule and clauses 1 to 70 to which this Annexure A is attached.

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The parties acknowledge and agree that the Law Society Standard Terms are amended as follows:

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2.2 by deleting clause 17 (Investment of the Deposit).

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3.2 Before Settlement, the Purchaser may vary the Plan:

3.2.1 to comply with any endorsement, approval, consent, certificate, permit, licence or other authority required by law for the deposit of the Plan;

3.2.2 to comply with applicable law;

3.2.3 where in the reasonable opinion of the Purchaser it is desirable to do so and does not contravene applicable law nor materially prejudice the interests of the Vendor; and / or

3.2.4 to any extent with the Vendor’s prior written consent.

3.3 The Purchaser must:

3.3.1 cause the Plan to be prepared;

3.3.2 use reasonable endeavours to obtain any authority required by law for deposit of the Plan; and

- 3.3.3 pay and bear the costs of preparing and depositing the Plan, obtaining any authority (as above) and complying with any conditions of such authority.
- 3.4 A transfer of the Land to the Purchaser is sufficient for the purposes of this contract if it refers to the Land as an allotment in the deposited Plan.
- 3.5 Settlement shall occur 10 Business Days after the Plan is so deposited.
- 3.6 If the Plan is not so deposited within 50 Business Days after the Execution Date, either party may terminate the Sale by written notice to the other party to that effect.
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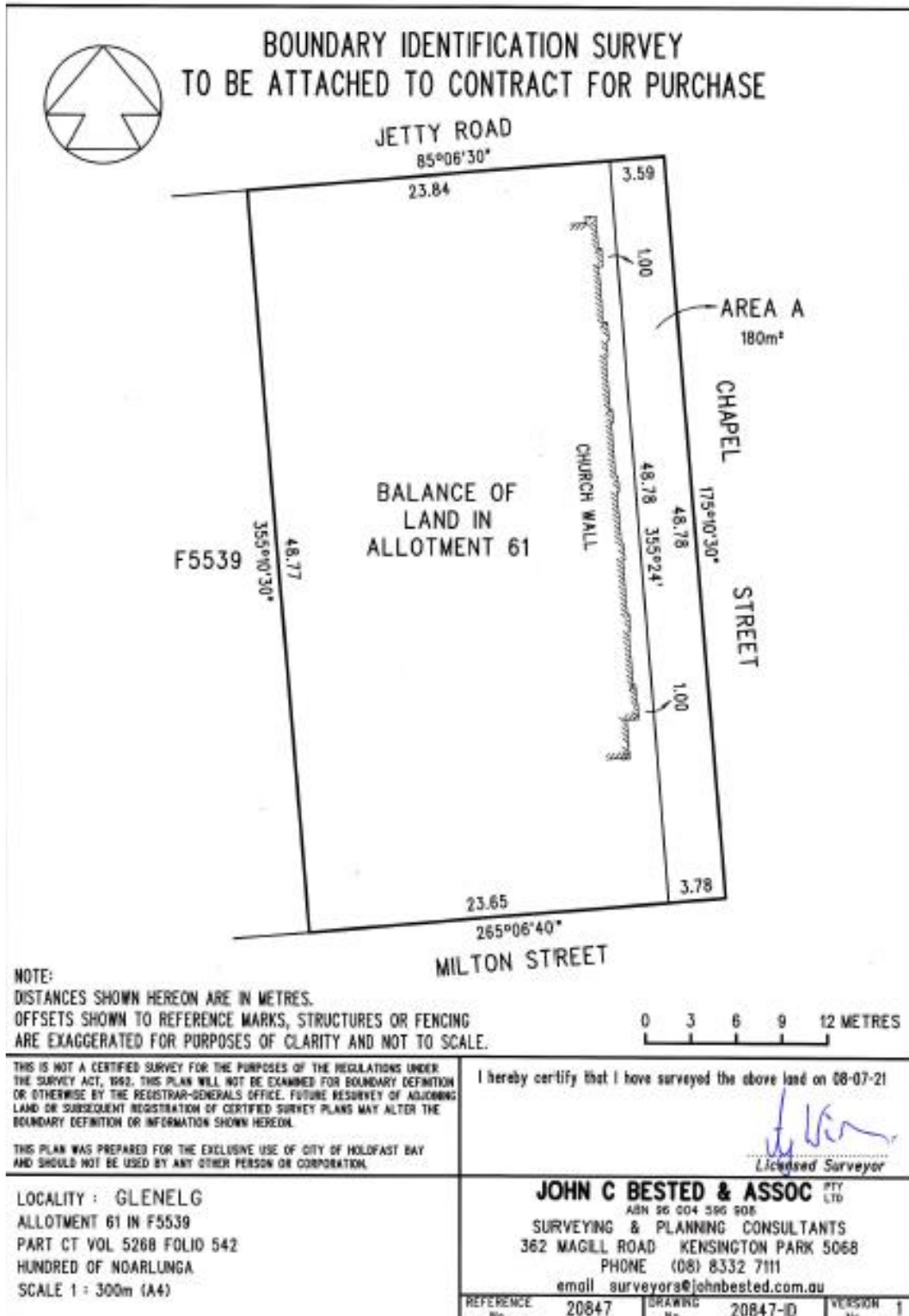
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6. No Merger

The terms contained in this contract will not merge on Settlement but will continue in full force and effect.

Annexure B – Draft Plan of Division (special condition 3)



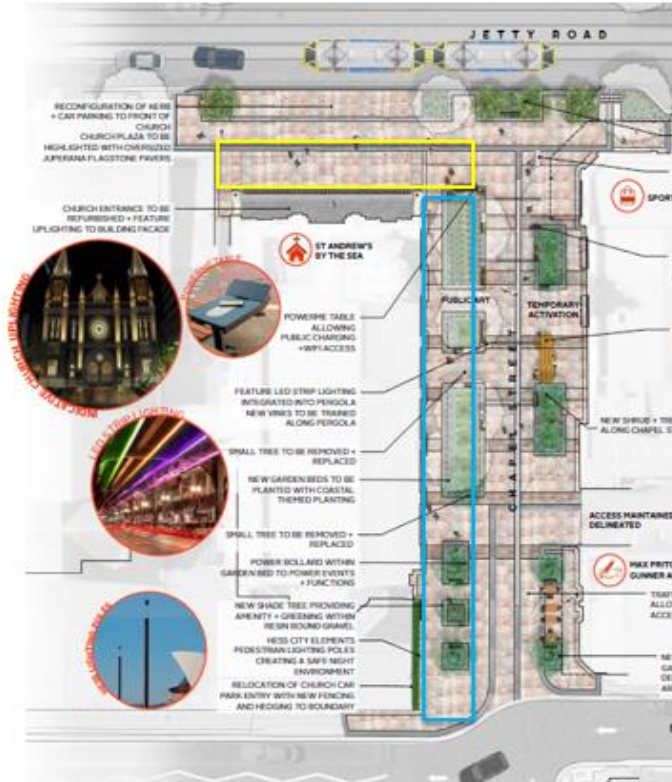
Attachment 3



Attachment 3 – Maps of the Chapel Plaza Maps

Map 1 Licensed Area - Pre Land Sale

- Area A
- Area B

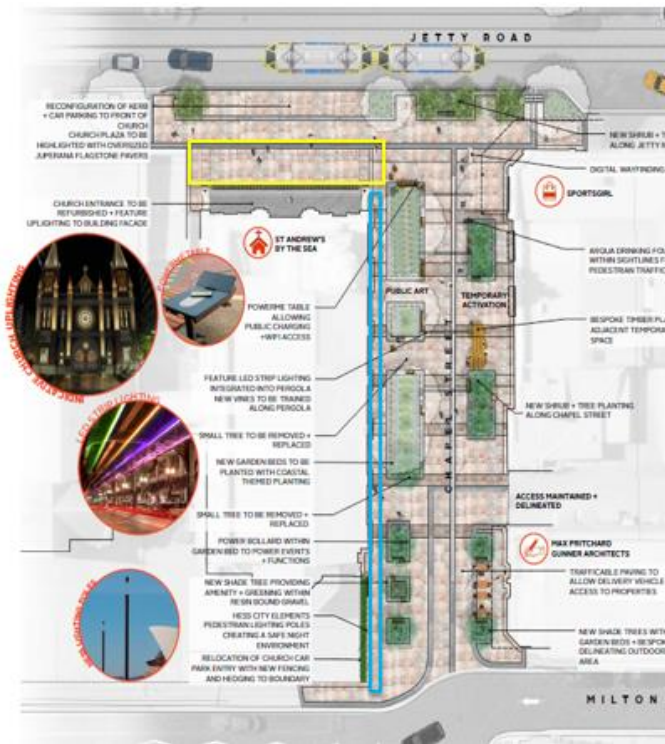


Map 2 Licensed Area – Post Land Purchase

- Area A
- Area B*

- Area A and B remains under License.
- The remaining becomes Councils Land.

* 1 metre from the building wall



Map 3 Purchase Area

Purchased land area

- The Road Reserve is extended to incorporate the newly purchased area.

