



**ACT**  
Government

# DEED OF VARIATION

Dated

21 SEPT 2012

Parties

**AUSTRALIAN CAPITAL TERRITORY**

**AND**

**GLOBAL BALLOONING PTY LTD  
ACN 073 095 726**

**VARIATION 1 OF COMMISSION AND  
OPERATION OF SPECIAL SHAPE BALLOON  
FOR THE CENTENARY OF CANBERRA**

**CONTRACT NO: 2012.19698.110**

Prepared by

Chief Minister and Cabinet Directorate  
GPO Box 158  
Canberra City ACT 2601  
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Ref: GJ: 2012/671

Version

Final 19 September 2012

Variation 1 Contract no: 2012.19698.110

**PARTIES:** AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cwlth) (Territory)* represented by the Chief Ministers and Cabinet Directorate – Centenary of Canberra Unit.

GLOBAL BALLOONING PTY LTD ACN 073 095 726 of First Floor 173/175 Swan Street RICHMOND in the State of Victoria 3121 (Contractor).

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## BACKGROUND

- A. The Territory and the Contractor executed an agreement (**Agreement**) on 10 August 2012 in relation to the Commission and Operation of Special Shape Balloon for the Centenary of Canberra.
- B. Clause 12.7 provides for variations to the Agreement to be made only by the written agreement of the parties.
- C. The parties have agreed to vary the Agreement in accordance with the terms of this Deed.

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IT IS AGREED by the parties as follows.

### 1. Interpretation and Governing Law

- (1) Unless the context requires or it is otherwise specified in this Deed, any words used in this Deed that are defined in the Agreement have the same meaning for the purpose of this Deed.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

### 2. Effective Date

The variations to the Agreement described in this Deed, take effect on the date this Deed is signed and dated.

### **3. Variation**


#### **3.1 Amendment of Schedule 1**

- (1) For the purposes of this Agreement, Schedule 1 Item 3. – Contract Price is deleted and replaced with the following:

**Schedule 1 Item 3. – Contract Price as attached to this Deed at Annexure 1.**

SIGNED AS A DEED ON ..... 21 SEPTEMBER ..... 2012

SIGNED for and on behalf of the )  
AUSTRALIAN CAPITAL TERRITORY )  
In the presence of: ) Signature of Territory delegate


  
.....  
Signature of witness

Grant Jay  
.....  
Print name

TERESA COMACCHIO  
.....  
Print name

SIGNED by or for and on behalf of  
GLOBAL BALLOONING PTY LTD  
ACN 073 095 726  
In the presence of:

)  
)  
.....  
) Signature of director

  
.....  
Signature of witness

C. P. (KIFF) SAUNDER  
.....  
Print name

JOHN SANDERSON  
.....  
Print name

**Note:**

**Date:**

**Company:**

Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.  
Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

**SCHEDULE 1**  
**CONTRACT DETAILS**

- Item 3. Contract Price** (1) Contract Price for stage one \$172,000  
*See clause 4* Australian Dollars (GST is excluded).
- (2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following.

| Instalment Price (GST is excluded). | When Invoice may be rendered   |
|-------------------------------------|--|
| \$25,000                            | On signing of this agreement   |
| \$25,000                            | On receipt and acceptance of the Territory of a copy of the proposed agreement between the Contractor and Cameron Balloons Pty Ltd.  |
| \$50,000                            | On receipt and acceptance of the Territory of a copy of the executed agreement between the Contractor and Cameron Balloons Pty Ltd.  |
| \$50,000                            | To be paid by a philanthropist identified by the Territory, or an interested party acting as an intermediary between the Contractor and the philanthropist, on or before 1 December 2012. (Date and details of payment to be advised). |
| \$22,000                            | On receipt and acceptance of the Territory of copies of all relevant Australian certificates of registration and Aviation Licences on or before 30 March 2013.   |

- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
  - (b) exclusive of GST and all other taxes, duties and charges; and

- (c) Inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.
  
- (4) Some of the Contract Price Instalments may be paid directly by a philanthropist identified by the Territory. The Territory will provide instructions to the Contractor to invoice the philanthropist for these Instalments. The Territory will cover all remaining Instalments not paid by the philanthropist.